

NCIA/ACQ/2023/06602  
13 March 2023

**To:** Bidders List and Distribution List

**Subject:** Invitation For Bid IFB-CO-115735-NAGSF

**Provide NAGSF CIS Services Relocation**

**References:** **A.** AC/4-D(2019)0004 (INV) dated 4 July 2019; Procedure Governing the Use of Basic Ordering Agreements (BOAs) Concluded by the NCIA - 2019 Version

**B.** NCI Agency NOI NCIA/ACQ/2023/06553, dated 29 November 2022

Dear Prospective Bidders,

1. Your firm is hereby invited to participate in a Basic Ordering Agreement (BOA) Plus competitive procurement under the BOA procedures set forth in NATO document AC/4-D(2019)0004 (INV). (Ref. A) for the provision of NAGSF CIS Services Relocation.
2. The scope of the project is described in the prospective Contract (Book II), attached to this letter.
3. The NCI Agency intends to place one Contract to cover the entire scope of the project. No partial bidding shall be allowed.
4. The contract award will be based on the Bid evaluated as the single lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions
5. The reference for the IFB is IFB-CO-115735-NAGSF, and all correspondence concerning this IFB shall reference this number.
6. **The closing time for submission of bids in response to this Invitation For Bid (IFB) is Monday, 10 April, 2023, 12:00 Hours (Central European Time (CET)).**
7. This IFB consists of the following documents:
  - a) **Book I – Bidding Instructions**

Book I provides the general bidding information and includes the following annexes:

- i. Annex A – Bidding Sheets – The bidding sheets should be completed exactly as instructed;
- ii. Annex B – Prescribed Administrative Forms and Certificates;
- iii. Annex C – Clarification Requests Forms;
- iv. Annex D – Cross Reference/Compliance Table.

**b) Book II – Prospective Contract**

Book II contains the following sections:

- i. Contract Signature Page;
  - ii. Part I: Schedule of Supplies and Services (SSS) – This Section will be derived from the Bidding Sheets submitted by the winning Bid;
  - iii. Part II: Contract Special Provisions;
  - iv. Part III: The Contract General Provisions;
  - v. Part IV: The Statement of Work and Appendices A-C.
- 8.** It is the responsibility of the Bidder to carefully read the entire IFB package before responding with a proposal.
- 9.** The overall security classification of the IFB is “NATO UNCLASSIFIED”.
- 10.** Please complete and return the enclosed acknowledgement of receipt (Attachment A) within 10 days of receipt of this IFB, informing this Agency of your intention 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.
- 11.** Prospective Bidders are advised that the NCI Agency reserves the right to cancel this IFB 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.
- 12.** The NCI Agency sole point of contact for all information concerning this IFB is Ms Emira Kapetanovic, who may be reached at [IFBCO115735NAGSF@ncia.nato.int](mailto:IFBCO115735NAGSF@ncia.nato.int).

For the Chief of Acquisition:

Jean-Luc Guellec  
Principal Contracting Officer

Attachment(s):

- A) Acknowledgement of Receipt of IFB-CO-115735-NAGSF
- B) Bidders List for IFB-CO-115735-NAGSF
- C) IFB-CO-115735-NAGSF

**ATTACHMENT A**  
**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID**  
**IFB-CO-115735-NAGSF**

Please complete, sign and return by email (scanned to PDF) within 10 days  
to: [CO115735NAGSF@ncia.nato.int](mailto:CO115735NAGSF@ncia.nato.int)

We hereby advise that we have received Invitation for Bid IFB-CO-115735-NAGSF  
on \_\_\_\_\_, together with all enclosures listed in the Table of Contents.

PLEASE CHECK ONE:

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**ATTACHMENT B**  
**FINAL BIDDERS LIST**

Country	VENDOR
<b>ALBANIA</b>	TCN shpk
<b>BELGIUM</b>	ATOS
	Akacio - Louis & Associates s.a.r.l
	Avaya Inc.
	BE NETWORKS
	BLACK BOX NETWORK SERVICES
	Brevco Services
	Computacenter NV
	Computer Sciences Corporation
	Cybertrust Belgium NV
	Cypros C
	Dell NV
	Dimension Data Belgium
	Ericsson sa/nv
	Getronics Belgium SA/NV
	Hewlett Packard Enterprise Belgium BV
	NextiraOne
	Nijkerk Computer Solutions BeNeLux
	Prodata Systems
	Proximus NV
	Proximus SpearIT NV
	RealDolmen NV
	SAIT
	Simac ICT Belgium
	Telenet BVBA
	Thales S.A.
	UNIFY COMMUNICATIONS
	Van Roey Automation NV
	Verizon Terremark NV
CISCO SYSTEMS BELGIUM	
FORTINET*	
IBM BELGIUM	
<b>BULGARIA</b>	Electron Progress EAD
	KRISTANEA LTD.
	Lirex BG Ltd
	Telelink Business Services EAD
	BALKANTEL OOD
	ELEKTRON PROGRESS EAD

	Telelink Business Services EAD
<b>CANADA</b>	General Dynamics Mission Systems-Canada
	Norsat International Inc.
<b>CROATIA</b>	CROZ d.o.o. za informaticku djelatnost
	IN2 Information Engineering Ltd.
	KING ICT d.o.o
	Senso IS d.o.o.
	Span PLC
	Combis
<b>Czech Republic</b>	Autocont
	Compactive s.r.o.
	Damovo Ceska republika s.r.o.
	SITEL, spol. s r.o.
	Skill s.r.o.
	TTC Telekomunikace, s.r.o.
<b>DENMARK</b>	Danoffice ApS
	SAAB Danmark A/S
<b>ESTONIA</b>	Telegrupp AS
<b>FRANCE</b>	Airbus Defence and Space SAS
	CS Systèmes d'Informations
	IDEMIA Identity & Security France
	INEO Defense
	MARLINK SAS
	Société Réseau Informatique et Gestion
	SAFECLOUDBOX
<b>GERMANY</b>	ARKTIS IT solutions GmbH
	Airbus Defence and Space GmbH(ex EADS GmbH)
	Bechtle GmbH & Co.KG
	Bechtle GmbH System House Aachen
	CANCOM Public GmbH
	CGI (Germany) GmbH &Co.KG
	CONET Solutions GmbH
	CSC Deutschland Solutions GmbH
	Cognizant Consulting and Services GmbH
	FREQUENTIS Deutschland GmbH
	GBS TEMPEST & Service GmbH
	GTSI Corp.
	KB Impuls Service GmbH
	M-Medientechnik GmbH
	MagSoft® Computer und Software
	Quin GmbH
	Rohde & Schwarz GmbH & Co. KG
T-Systems International GmbH	
Telespazio Germany GmbH	

	XORTEC GmbH
<b>GREECE</b>	Cosmos Business Systems S.A.
	European Dynamics SA
	Info-Quest SA
	PC SYSTEMS S.A.
<b>HUNGARY</b>	Honvédelmi Minisztérium Elektronikai, Logisztikai és Vagyonkezelő zrt.
	Hubel Hungarian & Belgian Ltd.
	Kapsch BusinessCom Kft.
	Navigator Zrt.
	S&T Consulting Hungary Ltd.
	Synergon Information Systems plc- Synergon Integrator Kft
<b>ITALY</b>	3F & EDIN Spa
	Fondazione FORMIT
	IES - S.r.L.
	ITEL SRL
	Italtel
	NA.EL. SRL
	SIMAV SPA
	SMS Engineering srl
	TELSY S.p.A.
	ePM-Engineering to Project Management sr
	TELECOM ITALIA
	IES
	TELSY
	C.G.T. ELETTRONICA
	NETGROUP
	NA.EL
GENERAL DYNAMICS MISSION SYSTEM ITALY	
<b>LATVIA</b>	Baltic Information & Security Systems
	DATI Group, LLC
	Datakom LTD
	SIA Fima
<b>LITHUANIA</b>	Blue Bridge
	JSC FIMA (UAB)
	Novian Technologies UAB
<b>LUXEMBOURG</b>	NTT LUXEMBOURG PSF SA
	SNOWBALL TECHNOLOGY SARL
<b>NETHERLANDS</b>	Eurotempest BV
	Global Crossing
	Global Systems and Software
	Het IT BV
	Misco Nederland BV
	OSPL Nederland BV
	PQR bv

	ROHDE & SCHWARZ BENELUX BV
	Truedata B.V.
	Solitee B.V.
	Tucana Telecom B.V.
	UNI Business Centre B.V. / Solitee B.V.
<b>NORWAY</b>	3D perception AS
	Airbus Defence and Space AS
	Atea Norge AS
	Evry
<b>POLAND</b>	Asseco Poland S.A
	Atende S.A.(prior ATM S.A.)
	Decsoft S.A.
	Designers S.J.
	EXENCE S.A.
	Military Communication Institute
	Newind sp. z o.o.
	Produx S.A.
	S&T Services Polska Sp. z o.o.
	Solidex S.A.
	Sygnity S.A.
	Unizeto Technologies SA
	VOL Sp. z o.o. Sp.k.
	WASKO S.A.
	XCOMP
	Zbar Phu Mariusz Popenda
	EXENCE S.A.
<b>PORTUGAL</b>	Warpcom Services SA
<b>ROMANIA</b>	ATOS Convergence Creators SRL
	UTI Grup S.A.
	certSIGN S.A.
<b>SLOVAKIA</b>	Aliter Technologies a.s
<b>SLOVENIA</b>	Unistar LC d.o.o.
<b>SPAIN</b>	Alma Technologies s.a.
	DILLERS, SA
	INETUM
	Indra Sistemas S.A.
	KRC ESPAÑOLA, S.A.
<b>TURKIYE</b>	Ayesas Aydin Yazilim Ve Elektronik Sanayi Anonim Sirketi
	E+M Elektrik Sistem Hizmetleri Ltd. Sti.
	HAVELSAN Hava Elektronik San. Ve Tic A.S.
	Kuanta Insaat Taahhut Elektronik Turizm
	Suta Insaat ve Muhendislik Sirketi
<b>UNITED KINGDOM</b>	Audax
	CDW Limited

	Centerprise International Ltd
	General Datatech
	IOSTRAP, LTD
	Info-Assure LTD.
	Integrated Network Hardware
	Leonardo UK Ltd
	Razor Thorn Security LTD
	Secure Systems & Technologies Ltd. (SST)
	Softcat plc
	Spektrum Management Group Ltd
	Steatite Limited
	Storm Technologies Ltd
	TRICIS LIMITED
	Total IA Ltd
	Voice Concepts Ltd.
	SPEKTRUM MANAGEMENT GROUP LTD
<b>UNITED STATES</b>	AATD, LLC
	ALTIMA GROUP INTERNATIONAL, INC. (AGI)
	AS GLOBAL
	AUTOMATION INNOVATIONS LLC
	Advanced Computer Concepts
	Affigent, LLC
	BAE Systems Information Solutions Inc.
	By Light Professional IT Services LLC
	CTG Federal
	DRS Technical Services, Inc.
	EMW, Inc.
	Forward Slope, Inc
	GOOGOZ.COM, INC.
	Honeywell Technology Solutions Inc.
	ISSTSPi
	Intelligent Waves LLC
	K3 Enterprises, Inc.
	L-3 National Security Solutions, Inc.
	LEIDOS Inc
	LTI DataCom Inc.
	ManTech International Corporation
	Mutual Telecom Services Inc.
	Onshore Technology Consultants
	Parsons Government Services Inc.
	Pegasus Professional Services LLC
	PlanIT Group LLC
	Presidio Networked Solutions, Inc
Raytheon CompanyNetwork Centric Systems	



	SAIC
	Spacenet Integrated Government Solutions
	Strategic Operational Solutions, Inc
	Sub U Systems, Inc.
	URS Federal Services International Inc
	UXB Defense, Inc
	Ultisat dba Speedcast Government
	VECTOR IT SOLUTIONS INC
	Vykin Corporation
	World Wide Technology Inc.
	XTec, Incorporated
	vCloud Tech Inc
	CDW Government LLC

**Distribution List for IFB-CO-115735-NAGSF**  
(in addition to Attachment B)

**NATO Delegation (Attn: Infrastructure Adviser):**

ALBANIA  
BELGIUM  
BULGARIA  
CANADA  
CROATIA  
CZECH REPUBLIC  
DENMARK  
ESTONIA  
FRANCE  
GERMANY  
GREECE  
HUNGARY  
ICELAND  
ITALY  
LATVIA  
LITHUANIA  
LUXEMBOURG  
MONTENEGRO  
THE NETHERLANDS  
NORWAY  
NORTH MACEDONIA  
POLAND  
PORTUGAL  
ROMANIA  
SLOVAKIA  
SLOVENIA  
SPAIN  
TÜRKIYE  
UNITED KINGDOM  
UNITED STATES  
BELGIUM MINISTRY OF ECONOMIC AFFAIRS

**NATO HQ**

- NATO Office of Resources (NOR)
  - Management and Implementation Branch – Attn: Deputy Branch Chief
  - CIS and Cyber Capabilities Branch (CCC) Branch Head
  - NOR Secretariat Section (RPPB, IC, BC)

**All NATEXs**

**Embassies (Commercial Attaché)**

**NCI Agency – Internal Distribution**

NATO UNCLASSIFIED

IFB-CO-115735-NAGSF  
Book II – Prospective Contract



**IFB-CO-115735-NAGSF**

**Provision of NAGSF CIS Services Relocation**

PROJECT SERIAL No.: 2021/5CM03059-00

**BOOK II**

**CONTRACT COVER SHEET**

NATO UNCLASSIFIED

**NCI Agency Contract CO-115735-NAGSF**

**between**

**NATO Communications and Information Agency (NCI Agency)**

**NCI Agency Headquarters  
Boulevard Leopold III  
B-1110, Brussels  
Belgium**

**and**

**[TBD]**

**Provision of NAGSF CIS Services Relocation**

**Effective Date: [TBD]**

**Total Contract Value: [TBD]**

**SIGNATURE SHEET**

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorised officers on the date shown hereunder:

<b>FOR THE CONTRACTOR:</b>	<b>FOR THE PURCHASER:</b>
<p>.....</p> <p><b>Signature</b></p> <p>.....</p> <p><b>Printed Name</b></p> <p>.....</p> <p><b>Title of Signer</b></p> <p>.....</p> <p><b>Date</b></p>	<p>.....</p> <p><b>Signature</b></p> <p>.....</p> <p><b>Printed Name</b></p> <p>.....</p> <p><b>Title of Signer</b></p> <p>.....</p> <p><b>Date</b></p>



**IFB-CO-115735-NAGSF**  
**PROVIDE NAGSF CIS SERVICES**  
**RELOCATION**

PROJECT SERIAL No.: 2021/5CM03059-00

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Part IV Statement of Work (SOW) and SOW

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- ii. Appendix B, PFE Specifications
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**IFB-CO-115735-NAGSF**  
**BOOK I**  
**BIDDING INSTRUCTIONS**



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## **SECTION 1 INTRODUCTION**

### **1.1. Purpose**

- 1.1.1. The purpose of this Invitation for Bid (IFB) is to establish a Contract for the provision of NATO Alliance Ground surveillance Force (NAGSF) Communication and information systems (CIS) Services Relocation.
- 1.1.2. All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW Annex A.
- 1.1.3. As set forth in the Statement of Work, the prospective Contract includes both firm requirements that are active upon contract award and priced non-evaluated options that may be exercised by the Purchaser as needed.
- 1.1.4. The Period of Performance (PoP) for the prospective contract from the Effective Date of Contract (EDC), and not including any option years, is as follows:
  - 1.1.5. EDC + 10 months + 1 year warranty.

### **1.2. Scope**

- 1.2.1. The NATO Communications and Information (NCI) Agency has been authorized to invite bids and award a contract for the NAGSF CIS.
- 1.2.2. All of the technical details and requirements of the project are explained in Book II, Part IV, Statement of Work (SOW) and the SOW annexes.

### **1.3. Overview of the Prospective Contract**

- 1.3.1. The Contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the prospective contract Schedule of Supplies and Services (Book II Part I).
- 1.3.2. The Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).
- 1.3.3. The Contract resulting from this IFB shall be awarded on a Fixed Price Incentive Fee basis, and the target date for Contract Award is Q2 2023.

### **1.4. Governing Rules, Eligibility, and Exclusion Provisions**

- 1.4.1. This IFB to is conducted under Basic Ordering Agreement Plus (BOA+) procedures outlined within the "Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version, Ref: AC/4-D(2019)0004 (INV)".
- 1.4.2. Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations in accordance with Paragraph 2.2.1.8

of Section II of the Bidding Instructions, for which a Declaration of Eligibility has been issued by their respective national authorities or Companies holding a Basic Ordering Agreement with NATO.

- 1.4.3. This Invitation for Bid (IFB) will not be the subject of a public Bid opening.
- 1.4.4. Award of the resulting Contract will be made on a Fixed Price Incentive Fee (FPIF) basis to the Lowest Priced, Technically Compliant Bidder.
- 1.4.5. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.4.6. The Bid evaluation criteria and the detailed evaluation procedures are described in Section 4.
- 1.4.7. 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 Section 2.10 of the Bidding Instructions entitled "Requests for IFB Clarifications".

## **1.5. Security**

- 1.5.1. The security classification of this IFB is "NATO UNCLASSIFIED".
- 1.5.2. The selected Contractor will be required to handle and store classified material to the level of "NATO SECRET" and the Contractor shall have the appropriate facility and personnel clearances at the date of Contract Signature.
- 1.5.3. Should the Contractor be unable to perform the Contract due to a lack of the proper facility/security clearances, this shall neither form the basis for a claim of adjustment or an extension of schedule nor can it be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
- 1.5.4. The selected Contractor's personnel working at NATO sites as well as the Contractor's personnel at the Contractor's facility directly working on this project, shall possess a security clearance of "NATO SECRET".
- 1.5.5. The Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit, will be denied access to NATO site(s). Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.
- 1.5.6. Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and,

should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder.

## **1.6. Documentation**

- 1.6.1. All documentation – including the IFB itself, all applicable documents and any reference documents provided by the Purchaser – are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification and reference documents are provided “as is”, without any warranty as to quality or accuracy.

## **SECTION 2                    GENERAL BIDDING INFORMATION**

### **2.1.     Notice to Bidders of Contract distribution and disclosure of information.**

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

2.1.2.     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.

### **2.2.     Definitions**

2.2.1.     In addition to the definitions and acronyms set forth in the Contract Special Provisions (Part II) and Contract General Provisions (Part III) of the prospective Contract, the following terms and acronyms, as used in this Invitation for Bid shall have the meanings specified below:

2.2.1.1.     "Bid" or "Quotation": a binding offer to perform the work specified in the Prospective Contract (Book II).

2.2.1.2.     "Bidder": a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the "Principal Contractor", shall represent all members of the consortium vis-a-vis the NCI Agency and/or NATO. The "Principal Contractor" shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the "Principal Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the "Principal Contractor" shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.

2.2.1.3.     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.

2.2.1.4.     "The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this IFB.

- 2.2.1.5. 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.
- 2.2.1.6. "Firm of a Participating Country": a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
- 2.2.1.7. "IFB": Invitation for Bid.
- 2.2.1.8. "Participating Country": any of the NATO nations, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, REPUBLIC OF TÜRKIYE, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.2.1.9. The term "Purchaser" refers to the authority issuing the IFB and/or awarding the Contract (the NCI Agency) or its legal successor.
- 2.2.1.10. "Quotation" or "Bid": a binding offer to perform the work specified in the attached prospective Contract (Book II).

### **2.3. Eligibility and Origin of Equipment and Services**

- 2.3.1. This IFB is being conducted under BOA plus + procedures, therefore, firms which hold an active Basic Ordering Agreement (BOA) with the NCI Agency are eligible to take part in this IFB along with those firms nominated through their Delegations via a Declaration of Eligibility.
- 2.3.2. As stated in Paragraph 1.4.2, only firms from a Participating Country are eligible to engage in this competitive bidding process.
- 2.3.3. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.3.4. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.3.5. 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.
- 2.3.6. Unless otherwise authorised by the terms of the Prospective Contract, 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.

## **2.4. Bid Delivery and Bid Closing**

- 2.4.1. The closing time for the electronic submission of bids in response to this IFB is Monday, 10 April, 2023, 17:00 Hours (Central European Time (CET)).
- 2.4.2. The complete Bid shall be e-mailed to the following address ONLY: [IFBCO115735NAGSFBIDS@ncia.nato.int](mailto:IFBCO115735NAGSFBIDS@ncia.nato.int)
- 2.4.3. The files should be submitted as listed in Paragraph 3.3.2 of the Bidding Instructions.
- 2.4.4. The complete Bid shall consist of three (3) separate subject e-mails to above address, as follows:
  - 2.4.4.1. For the first e-mail the subject line shall read: “IFB-CO-115657-NAGSF – Official Bid for [company name] – Part 1 – Bid Admin”. The e-mail content shall be as described in Paragraph 3.4.4 of the Bidding Instructions.
  - 2.4.4.2. For the second e-mail the subject line shall read: “IFB-CO-115657-NAGSF – Official Bid for [company name] – Part 2 - Price Proposal”. The e-mail content shall be as described in Paragraph 3.4.4 of the Bidding Instructions.
  - 2.4.4.3. For the third e-mail the subject line shall read: “FB-CO-115657-NAGSF – Official Bid for [company name] – Part 3 – Technical Proposal”. The e-mail content shall be as described in Paragraph 3.4.4 of the Bidding Instructions.

## **2.5. Late Bids**

- 2.5.1. Bids received at the NCI Agency e-mail address after the date and time indicated in paragraph 2.4.1 may not be eligible for award.
- 2.5.2. 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. Such Bids will remain unopened unless the Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.

## **2.6. Consideration of Late Bid**

- 2.6.1. 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:
  - 2.6.1.1. A contract has not already been awarded pursuant to the IFB, and;

- 2.6.1.2. The Bid was sent to the correct email specified in paragraph 2.4.2 above, and;
- 2.6.1.3. The delay was due solely to the fault of the Purchaser.

## **2.7. Receipt of an Unreadable Electronic Bid**

- 2.7.1. 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:
  - 2.7.1.1. Of the content of the Bid as originally submitted; and,
  - 2.7.1.2. That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 2.7.2. A Bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.
- 2.7.3. If it is discovered, during either the Administrative, Price or Technical evaluation, that the Bidder has submitted an unreadable electronic Bid, the Bidder may be determined to have submitted a non-compliant Bid.

## **2.8. Requests for Extension of Bid Closing Date**

- 2.8.1. The Purchaser does not accept, except in exceptional cases, Bidder requests to extend the Bid Closing Date. In any event, requests for extensions of the Bid Closing Date must be submitted to the Purchaser only by the respective NATO Delegation of a nation where the bidder is located, or by that country's Embassy.
- 2.8.2. Any such request for extension must be submitted by the respective Delegation or Embassy to the Purchaser Point of Contact identified in Section 2.4.2 and 2.9.2.1 no later than fourteen (14) calendar days prior to the stated "Bid Closing Date".
- 2.8.3. Bidders are advised to submit their request to their respective NATO Delegation or Embassy in sufficient time as to allow for delivery of the formal request to the Purchaser within the above time limit. Extensions to the Bid Closing Date are at the sole discretion of the Purchaser.
- 2.8.4. Extension(s) of the Bid Closing Date will be notified through issuance of formal Amendments to the IFB.



**2.9. Purchaser's Point of Contact**

2.9.1. The Purchaser point of contact for all information concerning this IFB is:

NATO Communications and Information Agency  
Acquisition Directorate  
Attention: Emira Kapetanovic – Principal Contracting Assistant

Emails:

2.9.2.1 Bid Delivery: [IFBCO115735NAGSFBIDS@ncia.nato.int](mailto:IFBCO115735NAGSFBIDS@ncia.nato.int)

2.9.2.2 Questions/Clarifications: [IFBCO115735NAGSF@ncia.nato.int](mailto:IFBCO115735NAGSF@ncia.nato.int)

**2.10. Request for IFB Clarifications**

- 2.10.1. Bidders, at the earliest stage possible during the course of the bidding period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.
- 2.10.2. All questions and requests for clarification shall be forwarded to the Purchaser using the Clarification Request (CR) Form provided at 0C of this Book I – Bidding Instructions.
- 2.10.3. Bidders are required to keep the classification of their request NATO Unclassified.
- 2.10.4. All questions and requests must reference the section(s) in the IFB subject for clarifications. Such requests shall be emailed to the point of contact specified in Paragraph 2.9.1 above and shall be forwarded to the email address specified in Paragraph 2.9.2.2 above and shall arrive not later than fourteen (14) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests for clarification submitted after this time.
- 2.10.5. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification as noted in Paragraph 2.10.6 below.
- 2.10.6. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder's requests for clarification. Such additional requests shall arrive not later than seven (7) calendar days before the established Bid Closing Date.
- 2.10.7. The Purchaser reserves the right to reject clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).

- 2.10.8. It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mode used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.10.9. The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in Paragraphs 2.10.7-2.10.8 above.
- 2.10.10. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing (via email) to all Prospective Bidders. The Bidders shall immediately inform the Purchaser in the event that submitted questions are not reflected in the answers published.
- 2.10.11. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB amendment in accordance with Section 2.12.
- 2.10.12. The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB, and may lead to a formal amendment to the IFB. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the IFB Amendments to the language of the IFB included in the answers, and/or the formal IFB amendment, shall be incorporated by the Bidder in its offer.
- 2.10.13. It is crucial that Bidders request clarification of any perceived assumptions, dependencies, exclusions (or equivalent) during the IFB clarification phase. Any assumptions, dependencies, exclusions (or equivalent) which are included in a Bid 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.

## **2.11. Requests for Waivers and Deviations**

- 2.11.1. Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedule, 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 set forth in Section 2.10.
- 2.11.2. Requests for alterations to the other requirements, terms or conditions of the IFB or the Prospective Contract may only be considered as part of the clarification process set forth in Section 2.10. 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.

## **2.12. Amendment of the Invitation for Bid**

- 2.12.1. The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing Date. 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, certificate at Annex B-2 at Paragraph 3.5.3.2 which the Bidder shall complete and enclose as part of his submission. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.
- 2.12.2. This process may be part of the clarification procedures set forth in Section 2.10 above or may be an independent action on the part of the Purchaser.
- 2.12.3. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a 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.
- 2.12.4. In no case, however, will the closing date for receipt of Bids be less than seven (7) days from the date of issuance of any amendment to the IFB.

## **2.13. Cancellation of Invitation for Bid**

- 2.13.1. The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFB 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 IFB.

## **2.14. Modification and Withdrawal of Bids**

- 2.14.1. 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 IFB, 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.
- 2.14.2. 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 in Paragraph 2.5 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.

- 2.14.3. A Bidder may withdraw its 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.

## **2.15. Bid Validity**

- 2.15.1. Bidders shall be bound by the term of their bids for a period of six (6) months starting from the bid closing date specified in Paragraph 2.4.
- 2.15.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.15.3. 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 quotations which remain under consideration for award.
- 2.15.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.15.4.1. 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
  - 2.15.4.2. refuse this extension of time and withdraw the quotation without penalty.
- 2.15.5. Bidders shall not have the right to modify their quotations due to a Purchaser request for extension of the quotation validity unless expressly stated in such request.

## **2.16. Supplemental Agreements**

- 2.16.1. Bidders are required, in accordance with the certificate Annex B-10 at of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/ NCI AGENCY as a condition of Contract performance.

- 2.16.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.
- 2.16.3. Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.
- 2.16.4. Concerning Certificate B-10, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:
- 2.16.4.1. If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.
  - 2.16.4.2. The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.
  - 2.16.4.3. A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the IFB, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

## **2.17. Electronic Transmission of Information and Data**

- 2.17.1. The Purchaser will communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.
- 2.17.2. Bidders are advised that the Purchaser will rely exclusively on email communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.
- 2.17.3. 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.
- 2.17.4. Bidders are cautioned that electronic transmission of documentation which contains classified information is not allowed.

**2.18. Mandatory Quality Assurance and Quality Control Standards**

- 2.18.1. Bidders are requested to note that, in accordance with the Certificate at Annex B-15 hereto, Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.
- 2.18.2. Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.
- 2.18.3. If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-15 in the Bid Administration Volume.
- 2.18.4. Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

**END OF SECTION 2**

## **SECTION 3            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 and eliminated from further consideration.
- 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 IFB and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services and Statement of Work (SoW) in a timely manner. Bids which are not complete will be declared non-compliant.
- 3.1.3.     The Bidder shall not restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4.     Bids shall provide the level of detail necessary for the Purchaser to make an objective assessment of what is being offered and whether such an offer meets the requirements of the prospective Contract. Bidders are advised that Bids that fail to provide such a level of detail or that address salient aspects of the IFB in a cursory manner may be declared non-compliant without recourse to further clarification.
- 3.1.5.     Although the Purchaser may request clarification of the Bid, it is not required to do so and may make its determination on the content of the bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the evaluation.
- 3.1.6.     Award of the requirements will be by one single Contract and this Contract shall not be subdivided for partial bid purposes. The Purchaser shall place one contract to cover the entire scope of the project.
- 3.1.7.     Partial Bids and Bids containing conditional statements will be declared non-compliant.
- 3.1.8.     Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's Proposal in whole or in part by reference in the resulting Contract.
- 3.1.9.     Bid documentation text, figures and tables shall be readable and searchable.

3.1.10. If no specific format has been established for electronic versions, Bidders shall deliver this type of documentation in an electronic format which is best suited for review and maintenance by the Purchaser (e.g. Project Master Schedule in MS Project format, Project Highlight Reports in MS Word, MS Excel, PDF). The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.

**3.2. Language of Bid**

- 3.2.1. All notices and communications regarding this IFB shall be written and conducted in English.
- 3.2.2. All bids and related documentation shall be submitted in the English language.

**3.3. Bid Package Content**

- 3.3.1. Detailed requirements for the structure and content of each of these parts are contained in these Bidding Instructions.
- 3.3.2. The complete electronic Bid submission shall consist of three (3) distinct and separated parts, delivered by email, as shown in the following table.
- 3.3.3. All e-mails submitted shall be less than 20MB and shall not be password-protected.

Part	Format and Quantity Details
I: Bid Administrative Package	<p><u>One (1) PDF file submitted by Email that includes:</u></p> <ul style="list-style-type: none"> <li>○ one (1) PDF File with scanned copies of the certificates with physical signatures or 1 PDF File with the original certificates digitally signed of the prescribed certifications</li> </ul> <p>All of the required contents are outlined in Section 3.5</p>
II: Price Proposal Package	<p>The Price Quotation shall contain two (2) files in total:</p> <ul style="list-style-type: none"> <li>○ one (1) electronic copy in Microsoft Excel file (readable and searchable) of the completed Bidding Sheets provided in Annex A and</li> <li>○ one (1) PDF file: The Offer Summary sheet of the Bidding Sheets.</li> </ul> <p>All of the required contents are outlined in Section 3.6</p>



III: Technical Proposal Package	<p>The technical Proposal Package shall contain at least four (4) files in total:</p> <ul style="list-style-type: none"> <li>○ one (1) PDF file with a Table of Contents,</li> <li>○ one (1) PDF file with the Draft Project Implementation Plan (PIP),</li> <li>○ one (1) or more PDF files with the Manufacturer’s Datasheets of the equipment proposed.</li> <li>○ one (1) electronic copy in MS Excel file (readable and searchable) of the Bid Requirements Cross-Reference / Compliance Table.</li> </ul> <p>If necessary, the technical volume may be separated into more than one Email. Maximum email size per each email is 20MB.</p> <p>All of the required contents are outlined in Section 3.7</p>
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3.3.4. No information disclosing or contributing to disclose the quotation price shall be made part of the Technical Proposal. Failure to abide to this prescription shall result in the quotation being declared non-compliant.

3.3.5. The Purchaser does NOT accept hard copies of bids, CDs, thumb drives, or for submissions in Paragraph 3.3.3.

3.3.6. Documents submitted in accordance with Paragraph 3.3.3 shall be classified no higher than “NATO UNCLASSIFIED” material.

### 3.4. Package Marking

3.4.1. The Bid shall be sent via three separate e-mails to the Bid Delivery email address specified in Paragraph 2.9.

3.4.2. In the event the bid must be submitted in multiple emails to stay under the size limit stated in paragraph 3.3.3, the Bidder shall add “Email 1 of 2”, “Email 2 of 2” as necessary to the subject line of the email.

3.4.3. The individual electronic files sent by email shall have the names listed below. In the event the documents must be split into more than one file (to ensure the size of the email stays within the limit stated in paragraph 3.3.3), the Bidder shall add “Part 1 of 2”, “Part 2 of 2” as necessary to the file names.

3.4.4. The individual emails shall have the following subject line:

- IFB-CO-115735-NAGSF Official Bid for *Company Name*, Part I – Admin

- IFB-CO-115735-NAGSF Official Bid for *Company Name*, Part II – Price Proposal:
  - IFB-CO-115735-NAGSF-Company Name-Part II-Price
  - IFB-CO-115735-NAGSF-Company Name-Part II-Offer-Summary
- IFB-CO-115735-NAGSF Official Bid for *Company Name*, Part III – Technical Proposal
  - IFB-CO-115735-NAGSF-Company Name–Part III - Table of Contents,
  - IFB-CO-115735-NAGSF-Company Name–Part III-Initial-PIP
  - IFB-CO-115735-NAGSF-Company Name–Part III-Manufacturer’s Datasheets
  - IFB-CO-115735-NAGSF-Company Name–Part III-Cross-Reference-Table

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

- IFB-CO-115735-NAGSF Official Quotation for Generic, Part I – Bid Admin

or

- IFB-CO-115735-NAGSF Official Quotation for GCTR, Part I – Bid Admin

- 3.4.5. 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, in accordance with Paragraph 3.4.2. and 3.4.3.

### **3.5. Preparation of the Bid Administration Package (Part I)**

- 3.5.1. This part is comprised of one (1) file containing all the documents specified in Paragraph 3.3.3.
- 3.5.2. No information disclosing or contributing to disclose the Bid Price shall be made part of the Bid Administration Package. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.5.3. The Bid Administration Package shall include Certificates set forth at Annex B to these Bidding Instructions, signed in the original or electronically by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:

- 3.5.3.1. Annex B-1 (Certificate of Legal Name of Bidder);
- 3.5.3.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments - (if applicable));
- 3.5.3.3. Annex B-3 (Certificate of Independent Determination);
- 3.5.3.4. Annex B-4 (Certificate of Bid Validity);
- 3.5.3.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges);
- 3.5.3.6. Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions);
- 3.5.3.7. Annex B-10 (Bidder Background IPR);
- 3.5.3.8. Annex B-8 (List of Subcontractor and Third Party Bidder Background IPR);
- 3.5.3.9. Annex B-9 (Certificate of Understanding);
- 3.5.3.10. Annex B-10 [(Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable];
- 3.5.3.11. Annex B-11 (Disclosure of Involvement of Former NCI Agency Employment);
- 3.5.3.12. Annex B-12 (List of Prospective Subcontractors);
- 3.5.3.13. Annex B-13 (Certificate of Origin of Equipment, Services, and Intellectual Property)
- 3.5.3.14. Annex B-14 Certificate of Security Clearance;
- 3.5.3.15. Annex B-15 (Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent) with a copy of the relevant quality certification attached to it.
- 3.5.3.16. Annex B-16 (List of Proposed Key Personnel);
- 3.5.3.17. Annex B-17 Code of Conduct: Post Employment Measures. Please note this annex is for information only and does not need to be signed or submitted;

### **3.6. Preparation of the Price Quotation (Part II)**

3.6.1. This part is comprised of:

- 3.6.1.1. One (1) completed MS Excel (native) file of the Bidding Sheet document provided with this IFB. This MS Excel file shall be duly filled, can be

manipulated (i.e. not an image), and be the full and complete Price Quotation.

- 3.6.1.2. One (1) PDF file of the Offer Summary sheet (i.e. Tab 3) of the Bidding Sheets, provided as a one-page file.
  - 3.6.1.3. The Bidding Sheets submitted by email must contain the completed Excel file provided with this IFB as "02\_IFB-CO-1155657-NAGSF Book I-Bidding Sheets".
  - 3.6.1.4. The Schedule of Supplies and Services will be completed by the Purchaser prior to Contract award and does not need to be completed as part of the Bid.
- 3.6.2. General Rules
- 3.6.2.1. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred to in Paragraph 3.6.1.3 above, in accordance with the instructions specified in the Bidding Sheets tab "Instructions".
  - 3.6.2.2. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation to include those expressed in the SOW and its three annexes.
  - 3.6.2.3. Bidders shall furnish Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. This includes Firm Fixed Prices for all optional CLINs.
  - 3.6.2.4. 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.
  - 3.6.2.5. Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.
  - 3.6.2.6. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the Statement of Work (SOW) and the Software Requirement Specifications (SRS).

- 3.6.2.7. Bidders shall prepare their Price Quotation by submitting one (1) electronic copy in Microsoft Excel (readable and searchable) of the Bidding Sheets and one (1) PDF copy of the Offer Summary sheet of Bidding Sheets in the format enclosed herein (BOOK I Annex A). The Bidder shall propose an accurate and complete price quotation in completing the Bidding Sheets as defined in these Bidding Instructions.
- 3.6.2.8. Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets referred in Paragraph 3.6.1.1 above, in accordance with the instructions specified in the Bidding Sheets.
- 3.6.2.9. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The prices entered shall reflect the amount of the total items required to meet the contractual requirements.
- 3.6.2.10. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.6.2.10.1. The currency is of a "participating country" in the project, and
- 3.6.2.10.2. 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 subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.6.2.11. The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.6.2.12. Bidders shall therefore exclude from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.6.2.13. The Bidder's attention is directed to the fact that the Price Part shall contain no document and/or information other than the priced copies of the Bidding Sheets, and a PDF copy of the Offer Summary tab. Any other document will not be considered for evaluation.
- 3.6.2.14. When completing the Bidding Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Bidding Sheets, excluding CLIN 2.2, 7.4 and 8.4 "Warranty" in the case bidders prefer not to price it separately. In such a case, Bidders must insert zero amount and fill in the comments that "warranty is not separately priced". 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.

- 3.6.2.15. The Bidder shall furnish firm fixed price quotations, for all proposed items (CLINs 1 through 6) including optional CLINs provided for in this IFB with any and all appropriate additions. Partial quotations shall be rejected.
- 3.6.2.16. The Bidder understands that there is no obligation under this contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the NCI Agency reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.
- 3.6.2.17. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered “Delivery Duty Paid (DDP)” in accordance with the International Chamber of Commerce INCOTERMS® 2010.

### **3.7. Preparation of the Technical Proposal (Part III)**

- 3.7.1. The Bidder shall submit their Technical Proposal as described in Paragraph 3.3.3.
- 3.7.2. The email shall be entitled: IFB-CO-115657-NAGSF Official Bid for Company Name, Part III – Technical Proposal where the Technical Proposal shall be contained.
- 3.7.3. The Technical Proposal shall include:
  - 3.7.3.1. A **Table of Contents** as requested in the Section 12.3 of the SOW, to present the Bidder’s proposal.
  - 3.7.3.2. A Bid version of the **Project Implementation Plan (PIP)** as requested in the Section 2.3 of the SOW and as implied by the related sections of the Work Package, to present the Bidder’s proposal.
  - 3.7.3.3. **Manufacturer’s Datasheets** of the proposed equipment, in accordance with SoW Section 5.

- 3.7.3.4. A completed **Cross Reference/Compliance Table** (Annex D of these instructions).
- 3.7.4. **Part I:** The bid version **Project Implementation Plan (PIP)** shall include:
- 3.7.4.1. A Project Overview, which shall provide an executive summary of the offered equipment and services.
- 3.7.4.2. A draft version of the Project Management Plan (PMP) that shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.
- 3.7.4.3. A draft of the Project Master Schedule (PMS), including all contractual deliverables, their delivery dates and all the tasks associated with them.
- 3.7.4.4. Curriculum vitae and security clearance information for the key personnel proposed for the project.
- 3.7.4.5. A draft version of the Project Master Test Plan (PMTP) to comply with the Validation and Verification requirements set forth in Section 8.4 of the SoW. The draft PMTP shall include the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).
- 3.7.4.6. A draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 10 of the SoW, describing for each the content that shall be issued during the contract execution to show the concept, understanding and commitment of each activity.
- 3.7.4.7. A draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures in accordance with Section 11 of the SoW (configuration control, engineering change proposals, deficiencies, accounting and auditing).
- 3.7.4.8. A draft System Engineering and Design, including a clear design of the VTC room.
- 3.7.4.9. A draft version of the Quality Assurance Plan (QAP) that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 14 of the SoW (quality assurance processes, performance and conformity).
- 3.7.4.10. A draft version of the Training plan for the VTC room system Control in accordance with Section 13 of the SoW
- 3.7.4.11. A draft version of the warranty support in accordance with Section 10.7 of the SoW.

**3.7.5. Part II: Equipment Manufacturer's Datasheets**

- 3.7.5.1. The Bidder shall include in his bid detailed manufacturer specification sheets for all hardware and software which documents the satisfaction of the requirements of the Appendix A of the SoW, in accordance with SoW §5.
- 3.7.5.2. The product name, manufacturer name, manufacturer's part number, version, and included licenses shall be stated.

**3.7.6. Part III: Cross Reference/Compliance Table**

- 3.7.6.1. The Bidder shall include the completed Technical Proposal Cross-Reference Table from 0 of Book I. The Bidder shall complete the Column marked "BID REFERENCE" of the Table, citing the appropriate section of the Technical Proposal that corresponds to each Paragraph of these instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.

**END OF SECTION 3**



## **SECTION 4            BID EVALUATION PROCESS AND CRITERIA**

### **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 IFB. Failure to address any of the bidding requirements in this IFB or omission of the critical information may result in a determination of non-compliance for the entire Bid.
- 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 its Bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the Bid. Documents included by reference only will not be considered.
- 4.1.3.     To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.
- 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 assessment of the bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Quotation and to permit the Bidder to state its intentions regarding certain statements contained therein.
- 4.1.5.     The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid.
- 4.1.6.     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 nor restate the Statement of Work (SOW).
- 4.1.7.     The Bidder's prompt response to the Purchaser's clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the Bid to be deemed non-compliant.

- 4.1.8. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities. Physical inspections and interviews shall also apply to assertions in the proposal made on behalf of proposed Subcontractors. The Bidder shall be responsible for providing access to its own or Subcontractors' facilities and personnel.
- 4.1.9. The Contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced Bid in compliance with the requirements of this IFB.
- 4.1.10. The evaluation of this IFB will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 4.1.11. Evaluation of this IFB will be conducted in accordance with the "One Envelope" procedure in which the Bid Administration and Price parts of each Bid are evaluated first, and only the Technical Proposal of the apparent lowest priced Bid is evaluated for compliance with the technical requirements of the IFB.
- 4.1.12. Bidders that are determined to have submitted non-compliant Bids will be so notified and will have an opportunity, via their National Delegation, to challenge such a determination in accordance with the NATO Infrastructure Bidding Procedures. In such a case the Technical Proposal of the Bidder who has submitted the apparent second lowest priced Bid will be evaluated. If necessary, this procedure will be repeated until a fully compliant Bid has been determined.
- 4.1.13. All administrative compliant Bids will be evaluated strictly against the evaluation criteria and factors, and shall only be evaluated on a comparative basis for the purposes of the Price Evaluations.
- 4.1.14. The compliant Bidder who has been determined to have offered the lowest priced, technically compliant Bid will be offered the Contract for award.

## **4.2. Evaluation Procedure**

- 4.2.1. The evaluation will be done in a three-step process, as summarized below and elaborated on in Sections 4.3 - 4.4.
- 4.2.1.1. **Step 1: Administrative Compliance**  
Bids received will be reviewed for compliance with the mandatory administrative requirements specified in section 4.3. Bids not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.
- 4.2.1.2. **Step 2: Price Evaluations**

The Price volumes will be opened and evaluated in accordance with Section 4.4.

**4.2.1.3. Step 3: Technical Evaluation**

In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at Section 4.5 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy.

**4.3. Evaluation Step 1 – Administrative Compliance**

4.3.1. Bids will be reviewed for compliance with the formal requirements for bid submission as stated in this IFB and the content of the Bid Administration Package.

4.3.2. Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the Bid Administration Package. The evaluation of the Bid Administration Package will be made on its completeness, conformity and compliance to the requested information. Specifically, the following requirements shall be verified:

4.3.2.1. The Bid was received by the Bid Closing Date and Time,

4.3.2.2. The Bid is packaged and marked properly as per Section 3.4.

4.3.2.3. The Bid Administration Part contains the documentation listed in Section 3.5 and complies with the formal requirements established in Section 3.5.

4.3.2.4. The text of the certificates was not altered in any way, and the certificates contain the required attachments

4.3.2.5. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.

4.3.2.6. The Bid is provided in the English language.

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

4.3.4. Bids that are determined to be administratively compliant will proceed to Step 2, Price Evaluation. A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

- 4.3.5. Notwithstanding Paragraph 4.3.4, if it is later discovered in the evaluation of the Bid Administration Package, Technical Part or the Price Part 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.

#### **4.4. Evaluation Step 2 – Price Quotation**

- 4.4.1. The Bidder's Price Quotation will be first assessed for compliance against the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.4.2. The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of Bidding Sheets in Annex A., in particular:
- 4.4.2.1. The Bidder has furnished Fixed Prices for all items listed.
  - 4.4.2.2. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets, as well as compliance with the requirements for preparation and submission of the Price Quotation as set forth in Section 3 and Annex AAnnex A.
  - 4.4.2.3. Bid prices include all costs for items supplied, delivered, and supported.
  - 4.4.2.4. All prices have been accurately entered into appropriate columns, and accurately calculated.
  - 4.4.2.5. The Bidder has provided accurate unit prices (where required) and total prices for each line item and each of the sub-items it added (if any).
  - 4.4.2.6. The totals per CLIN and The grand total is accurate.
  - 4.4.2.7. The currency (€, \$, £, etc.) of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies
  - 4.4.2.8. The Bidder has quoted in his own national currency or in the host nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Paragraph 3.6.2.10 are met.
  - 4.4.2.9. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, he has excluded from his prices all

taxes, duties and customs charges from which the Purchaser has been exempted (note Paragraphs 3.6.2.11 and 3.6.2.12).

- 4.4.2.10. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
  - 4.4.2.11. Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.
  - 4.4.2.12. Price Quotation does not contain any 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.
  - 4.4.2.13. The Price Quotation meets requirements for price realism and balance as described below in Paragraph 4.4.4.
  - 4.4.2.14. Completed Bidding Sheets shall show that the offered delivery schedule meets the mandatory delivery requirements of the Prospective Contract.
  - 4.4.2.15. A Bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.4.3. Inconsistencies and discrepancies in bid price quotation
- 4.4.3.1. In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the bid price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the bidder, for the purpose of determining the total price of the Bid, the following order of precedence shall apply:
    - 4.4.3.1.1. PDF copy of the completed Bidding Sheets:
    - 4.4.3.1.2. Schedule of Supplies and Services total to be evaluated Bid Price as indicated by the Bidder;
    - 4.4.3.1.3. Total of the Bid calculated from the indicated Total Prices indicated per CLIN(s).
    - 4.4.3.1.4. Microsoft Excel copy of the completed Bidding Sheets:
      - 4.4.3.1.4.1 Schedule of Supplies and Services Total to be Evaluated Bid Price as indicated by the Bidder;
      - 4.4.3.1.4.2 Total of the Bid calculated from the indicated Total Prices indicated per CLIN(s).

#### Basis of Price Comparison / Determination of Lowest Price

- 4.4.3.2. The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.4.3.3. The determination of the lowest Firm-Fixed Price bid will be based on the total of all evaluated CLINs in the Bidding Sheets. The total evaluated price includes the base contract (CLINs 1-6).

#### 4.4.4. Price Balance and Realism

- 4.4.4.1. Should a Bidder submit a price proposal that it is not a realistic reflection of the objective cost of performance of the associated technical proposal, this may be considered by the Purchaser to be an unrealistic price and may be determined to be non-compliant.
- 4.4.4.2. Possible indicators of an unrealistic Price proposal may include, but are not limited to:
  - 4.4.4.2.1. Labour costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder locality for the types of labour proposed.
  - 4.4.4.2.2. 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.
  - 4.4.4.2.3. Line item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.4.4.3. If the Purchaser suspects that a Bidder has proposed an unrealistic price, the Purchaser will request clarification of the proposal in this regard and the Bidder shall provide explanation. If a Bidder fails to submit a comprehensive and compelling response the Purchaser may determine the proposal submitted as non-compliant. Alternatively, the Bidder may respond and request to withdraw from the competition.
- 4.4.4.4. If the Purchaser accepts the Bidder's explanation, the Bidder shall agree that any supporting pricing data submitted with its proposal will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

**4.5. Evaluation Step 3 – Technical Proposal**

4.5.1. In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at Section 3.7 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy.

4.5.2. Upon determination of the lowest-priced Bid as described above, the Quotation shall be evaluated to confirm compliance with the technical criteria in Table 1, associated with the respective sections of the Technical Proposal.

<b>IFB Requirement Ref.</b>	<b>EVALUATION CRITERIA</b>
SoW Section 2.3	The bid version of the PIP shall include a Project Overview, which shall provide an executive summary of the offered equipment and services.
SoW Section 2.3	The bid version of the PIP shall include a draft version of the Project Management Plan (PMP) that shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.
SoW Section 2.3	The bid version of the PIP shall include a draft of the Project Master Schedule (PMS), including all contractual deliverables, their delivery dates and all the tasks associated with them.
SoW Section 2.3 and 15	The bid version of the PIP shall also include a curriculum vitae and security clearance information for the key personnel proposed for the project.
SoW Section 2.3 4 and 8.4	The bid version of the PIP shall include a draft version of the Project Master Test Plan (PMTP) to comply with the Validation and Verification requirements set forth in Section 4 of the SoW. The draft PMTP shall include the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).
SoW Section 2.3 and 10	The bid version of the PIP shall include the draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 10 of the SoW, describing for each the content that shall be issued during the contract execution to show the concept, understanding and commitment of each activity.

<b>IFB Requirement Ref.</b>	<b>EVALUATION CRITERIA</b>
SoW Section 2.3 and 11	The bid version of the PIP shall include a draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures in accordance with Section 11 of the SoW (configuration control, engineering change proposals, deficiencies, accounting and auditing).
SoW Section 2.3 and 5.4	The bid version of the PIP shall include a draft System Engineering and Design, including a clear design of the VTC room.
SoW Section 2.3 and 14	The bid version of the PIP shall include a draft version of the Quality Assurance Plan (QAP) that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 14 of the SoW (quality assurance processes, performance, and conformity).
SoW Section 2.3 and 13	The bid version of the PIP shall include a draft version of the Training plan for the VTC room system.
SoW Section 2.3 and 10.7	The bid version of the PIP shall include a draft version of the warranty support.
Bidding Instructions Section 3.7.4.4	The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex D of Book I.
SoW Annex A	The Bidder shall include in his bid detailed manufacturer specification sheets for all hardware and software which documents the satisfaction of the requirements of the Annex A of the SoW.
SoW Annex A	For each Equipment Contract Line Item Number (CLIN) the Bidder shall include in his bid a detailed list of the COTS hardware and software proposed to be supplied as part of that CLIN, as well as the detailed manufacturer specification sheets.

*Table 1 – Criteria for Technical Evaluation***END OF SECTION 4**



## **Annex A                    Bidding Sheets**

### **A-1    Introduction**

1. Bid pricing requirements as addressed in this Annex A are mandatory. Failure to abide to the quotation pricing requirements included in this section may lead to the Bid being declared non-compliant and not being taken into consideration for award.
2. No alteration of the Bidding Sheets – including, but not limited to quantity indications, descriptions, titles or pre-populated Not-to-Exceed amounts – are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheets file.
3. Additional price columns may be added if multiple currencies are Bid, including extra provisions for all totals.

### **A-2    General Requirements**

1. Bidders are required, in preparing their Price Quotation to utilise the electronic file provided as part of this IFB and referenced in A-3.
2. This Excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the bid pricing. These instructions are mandatory.
3. 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.
4. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
5. All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO and National sites and Contractor facilities.
6. Should the Lowest Compliant Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the Bid.
7. Bidders are advised that formulae, designed to ease evaluation of the Bidders proposal, have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae in the electronic copies of the Bidding Sheets.

8. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through process described Section 2.10. The Purchaser will then make a correction and notify all the Bidders of the update.
9. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

**A-3 Bidding Sheets**

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

“02\_IFB-CO-115735-NAGSF\_Book I-Bidding Sheets.xls”

2. Bidders shall include this file in its proposal in the same Excel format in which it is provided in this IFB.

## **Annex B                    Prescribed Administrative Forms and Certificates**

### Annex B-1. Certificate of Legal Name of Bidder

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

FULL NAME OF CORPORATION: \_\_\_\_\_

DIVISION (IF APPLICABLE): \_\_\_\_\_

SUB DIVISION (IF APPLICABLE): \_\_\_\_\_

OFFICIAL MAILING ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

POINT OF CONTACT REGARDING THIS BID:

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ALTERNATIVE POINT OF CONTACT:

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## Annex B-2. Acknowledgement of Receipt of IFB Amendments

I confirm that the following amendments to Invitation for IFB-CO-115735-NAGSF have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment No.	Date of Issue	Date of Receipt	Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

### **Annex B-3. Certificate of Independent Determination**

It is hereby stated that:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## **Annex B-4. Certificate of Bid Validity**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company



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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company

**Annex B-7. Bidder Background IPR**

I, the undersigned, as an authorised representative of Bidder \_\_\_\_\_, warrant, represent, and undertake that:

- a. The Contractor Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.

ITEM	DESCRIPTION

- b. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the Background IPR specified above.
- c. The Background IPR stated above complies with the terms specified in Article 9 of the Contract Special Provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-8. List of Subcontractor and Third Party IPR**

I, the undersigned, as an authorised representative of Bidder \_\_\_\_\_, warrant, represent, and undertake that:

- a. The Subcontractor IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.

ITEM	DESCRIPTION

- b. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor’s obligations under the Contract.
- c. The Subcontractor IPR stated above complies with the terms Clause 30 the Contract General Provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## Annex B-9. Certificate of Understanding

I certify that

.....  
.....(Company Name) has read  
and fully understands the requirements of this IFB 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-10. Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements**

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

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

These supplemental agreements are listed as follows:

*(Insert list of supplemental agreements or specify “none”)*

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

### **Annex B-11. Disclosure of Involvement of Former NCI Agency Employment**

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

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

The Bidder hereby certifies that its personnel working as part of the company’s team, at any tier, preparing the Bid:

- Have not held employment with NCI Agency within the last two years.
- Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided below):

Employee Name	Former NCI Agency Position	Current Company Position

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

Date: .....

Signature: .....

Name & Title: .....

Company: .....

**Annex B-12. List of Prospective Subcontractors**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

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

### **Annex B-13. Certificate of Origin of Equipment, Services, and Intellectual Property**

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company



## **Annex B-14. Certificate of Security Clearance**

The Bidder hereby certifies that the proposed personnel have the appropriate Security Clearance required for performance under the prospective Contract or that all necessary actions have been undertaken to ensure that the proposed personnel will be in possession of such Security Clearance at the time of Contract award.

The Bidder hereby certifies that he is fully aware that resulting contract will require the Contractor to handle and store classified material to the level of “NATO RESTRICTED” and that the Contractor shall have the appropriate facility and personnel clearances at the time of Contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-15      Certificate of Compliance AQAP 2110 or ISO  
9001:2015 or Equivalent**

I hereby certify that \_\_\_\_\_ (name of Company) possesses  
and applies Quality Assurance Procedures/Plans AQAP 2110 or  
ISO 9001:2015 or equivalent as evidenced through the attached  
documentation .

Date

Signature of Authorized Representative

Printed Name

Title

Company

### Annex B-16 List of Proposed Key Personnel

Key Personnel are not necessarily required to work full-time in that position. Therefore, it is possible for an individual to fill more than one Key Personnel role at the same time, assuming the person is qualified to perform both roles.

Position	SOW Reference	Name	Designation Period
Project Manager	2.2		
Commercial Manager	2.2		
Technical Lead	2.2		

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## **Annex B-17. Code of Conduct**

### **Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017**

#### **Article 14 PROCUREMENT AND CONTRACTORS**

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Chief of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Chief of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award, or amend a contract, or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.

- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their Quotation / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

## **15 INDUSTRY INITIATIVES**

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

## **16 POST EMPLOYMENT MEASURES**

- 16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i)

drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

- 16.3 In addition to Section 16.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 16.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Chief of Acquisition.
- 16.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 16.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

**Annex C Clarification Request Form**

**INVITATION FOR BID  
IFB-CO-115735-NAGSF  
CLARIFICATION REQUEST FORM**

Company Name \_\_\_\_\_

Submission Date \_\_\_\_\_

<b>ADMINISTRATION or CONTRACTING</b>				
<b>Serial No.</b>	<b>IFB Ref.</b>	<b>Bidder's Question</b>	<b>NCI Agency Answer</b>	<b>Status</b>
<b>A.1</b>			Purchaser to complete	
<b>A.2</b>			Purchaser to complete	
<b>A.3</b>			Purchaser to complete	
<b>A.4</b>			Purchaser to complete	
<b>A.5</b>			Purchaser to complete	



Company Name \_\_\_\_\_

Submission Date \_\_\_\_\_

<b>PRICE</b>				
<b>Serial No.</b>	<b>IFB Ref.</b>	<b>Bidder's Question</b>	<b>NCI Agency Answer</b>	<b>Status</b>
<b>P.1</b>			Purchaser to complete	
<b>P.2</b>			Purchaser to complete	
<b>P.3</b>			Purchaser to complete	
<b>P.4</b>			Purchaser to complete	
<b>P.5</b>			Purchaser to complete	

Company Name \_\_\_\_\_

Submission Date \_\_\_\_\_

<b>TECHNICAL</b>				
<b>Serial No.</b>	<b>IFB Ref.</b>	<b>Bidder's Question</b>	<b>NCI Agency Answer</b>	<b>Status</b>
<b>T.1</b>			Purchaser to complete	
<b>T.2</b>			Purchaser to complete	
<b>T.3</b>			Purchaser to complete	
<b>T.4</b>			Purchaser to complete	
<b>T.5</b>			Purchaser to complete	

## Annex D Cross Reference/Compliance Table

Bidder shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the IFB, e.g. section, Paragraph, table (if applicable), page number etc. Copy of the duly completed Cross Reference/ Compliance Table is to be included in the Bid Technical Proposal Package. The Bid shall follow the instructions in Section 3.7, and will be evaluated according to the instructions in Section 4.5.

<b>Book I Bidding Instructions Requirement Ref.</b>	<b>BOOK II Ref.</b>	<b>EVALUATION FACTORS AND CRITERIA</b>	<b>BID REFERENCE</b>
3.6	SoW Section 2.3	The bid version of the PIP shall include a Project Overview, which shall provide an executive summary of the offered equipment and services.	<i>Bidder to complete</i>
3.6	SoW Section 2.3	The bid version of the PIP shall include a draft version of the Project Management Plan (PMP) that shall define how the Bidder intends to manage this project from contract signature to Final System Acceptance and throughout any subsequent warranty periods.	<i>Bidder to complete</i>
3.6	SoW Section 2.3, 4 and 8.4	The bid version of the PIP shall include a draft version of the Project Master Test Plan (PMTP) to comply with the Validation and Verification requirements set forth in Section 4 of the SoW. The draft PMTP shall include the description of the test phases proposed by the Bidder, with their key attributes (participants, location and duration, entry and exit conditions, available testing and tested assets, and list of the performed tests with a short description).	<i>Bidder to complete</i>

3.6	SoW Section 2.3 and 10	The bid version of the PIP shall include the draft issue of the required Integrated Product Support (IPS) deliveries specified in Section 10 of the SoW, describing for each the content that shall be issued during the contract execution to show the concept, understanding and commitment of each activity.	<i>Bidder to complete</i>
3.6	SoW Section 2.3 and 11	The bid version of the PIP shall include a draft version of the Configuration Management Plan (CMP) that shall describe the approach proposed by the Bidder to implement Configuration Management functions and procedures in accordance with Section 11 of the SoW (configuration control, engineering change proposals, deficiencies, accounting and auditing).	<i>Bidder to complete</i>
3.6	SoW Section 2.3 and 14	The bid version of the PIP shall include a draft version of the Quality Assurance Plan (QAP) that shall describe how the Bidder intends to manage the Quality Assurance and Control in accordance with Section 14 of the SoW (quality assurance processes, performance, and conformity).	<i>Bidder to complete</i>
3.6	SoW Section 2.3	The bid version of the PIP shall include a draft of the Project Master Schedule (PMS), including all contractual deliverables, their delivery dates and all the tasks associated with them.	<i>Bidder to complete</i>
3.6	SoW Section 2.3 and 15	The bid version of the PIP shall also include a curriculum vitae and security clearance information for the personnel proposed for the project.	<i>Bidder to complete</i>
3.6	SoW Section 2.3 and 5.4	The bid version of the PIP shall include a draft System Engineering and Design, including a clear design of the VTC room.	<i>Bidder to complete</i>
3.6	SoW Annex A	For each Equipment Contract Line Item Number (CLIN) the Bidder shall include in his bid a detailed list of the COTS hardware and software proposed to be supplied as part of that CLIN.	<i>Bidder to complete</i>

3.6	SoW Annex A	The Bidder shall include in his bid detailed specification sheets for all hardware and software which documents the satisfaction of the requirements of the Annex A of the SoW.	<i>Bidder to complete</i>
3.6	SoW Section 2.3 and 10.7	The bid version of the PIP shall include a draft version of the warranty support.	<i>Bidder to complete</i>

## Bidding Sheets Instructions

### INTRODUCTION & IMPORTANT NOTES

**Bidders should note that NCIA has recently updated its bidding sheet template and are encouraged to read the instructions in full for this new version before completing the bidding sheets.**

All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the bid as non compliant thus removing the bidder from the bidding process.

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

- "Offer Summary",
- "CLIN Summary",
- "Labour",
- "BOM, SW licenses, subscriptions",
- "Travel",
- "ODC",
- "Rates".

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

The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab. G&A, Overhead, material handling and other indirect rates do not need to be separately calculated in the detail sheets but must be included in the totals for each category (Labour/BOM- SW licenses-subscriptions/Travel/ODC) as appropriate. A list of the direct and indirect rates applied in the bid must also be provided in the "Rates" tab, although they do not need to be linked to any and the detailed calculations. The list of these rates will be requested in pre-contract award from the winning bidder.

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

Any formulas provided in these bidding sheets are intended only to assist the bidder. Any changes in formula can be made at the bidder's discretions, as long as the detailed costs are clear, traceable and accurate as required. Ultimately the bidder is responsible for **ALL** values, formulas and calculations within the bidding sheets that are submitted to the Agency.

**Bids in MULTIPLE CURRENCIES should follow the following instructions:**

- For the "Offer Summary" tab bidders must add "Firm Fixed Price" column to the right of the current table for each additional currency.
- For the "CLIN Summary" tab, Bidders have 2 options: A) Two columns "Unit Price" and "Total Firm Fixed Price" may be added to the right of the current table for each additional currency of the bid; B) Bidders may duplicate the CLIN Summary tab for each currency bid.
- For the Detailed tabs Bidders have 2 options: A) Provide all the detailed data for all currencies in the table provided, selecting the individual currencies from the dropdown lists and summing only common currencies together in CLIN Summary/Offer Summary Sheets B) Duplicate the CLIN Summary tab for each currency bid.

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

**A) COMPLETENESS CHECK for CURRENCY - "OFFER SUMMARY" TAB**

Currency has been entered for offer summary tab

**Missing Currency**

**B) ACCURACY CHECK #1- OFFER SUMMARY TOTALS MATCH CLIN SUMMARY**

Total Fixed Price Base Contract

**OK**

**Delta**

**0.00**

Total Fixed Price Non-Evaluated Options

**OK**

**0.00**

**C) ACCURACY CHECK #2- OFFER SUMMARY TOTALS MATCH DETAIL TABS**

Grand Total Offer summary (All CLINS) matches detailed tabs

**OK**



CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
Declare Currency =>		
<b>Grand Total Firm Fixed Price: Base Contract</b>		-
<b>Grand Total Firm Fixed Price: Base Contract + Non-Evaluated Options</b>		-
CLIN 1	CLIN 1 (BASE-EVALUATED) - Project Management	-
CLIN 2	CLIN 2 (BASE-EVALUATED) - COTS Procurement	-
CLIN 3	CLIN 3 (BASE-EVALUATED) - System Implementation	-
CLIN 4	CLIN 4 (BASE-EVALUATED) - Testing and Acceptance	-
CLIN 5	CLIN 5 (BASE-EVALUATED) - System Documentation	-
CLIN 6	CLIN 6 (BASE-EVALUATED) - VTC Room System Training	-
<b>Total Firm Fixed Price Base Contract</b>		-
CLIN 7	CLIN 7 (OPTION-NON EVALUATED) - Additional NS IT backend capacity	-
CLIN 8	CLIN 8 (OPTION-NON EVALUATED) - Complementary inter-buildings fiber cabling	-
<b>Total Firm Fixed Price Non-Evaluated Options</b>		-

IFB-CO-115735-NAGSF CLIN Summary											
BASE CONTRACT											
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
<b>Declare Currency =&gt;</b>											
<b>1.0</b>	<b>CLIN 1 (BASE-EVALUATED) - Project Management</b>										
1.1	Project Management	\$2.1	EDC + 10 months	As required	PM activities & reporting	Lot	1	-	-	Investment	
1.2	Kick-off Meeting	\$2.2	EDC + 2 weeks	NCI Agency	PM activities & reporting	meeting	1	-	-	Investment	
1.3	Project Implementation Plan (PIP) including PMTP, CMP, and OAP	\$2.3, \$8.4, \$11.2, \$11.4, \$14.3	EDC + 4 weeks	NCI Agency	PM activities & reporting	Lot	1	-	-	Investment	
1.4	Monthly Project Review Meetings (PRM)	\$2.4	EDC + 10 months	NCI Agency	PM activities & reporting	meeting	10	-	-	Investment	
1.5	Monthly Project Highlight Reports (PHR)	\$2.5	EDC + 10 months	NCI Agency	PM activities & reporting	meeting	10	-	-	Investment	
<b>TOTAL PRICE CLIN 1</b>											
<b>2.0</b>	<b>CLIN 2 (BASE-EVALUATED) - COTS Procurement</b>										
2.1	Equipment-SW Licenses-Subscriptions, Appendix A	Appendix A	EDC + 8 months	AGS, Sigonella						Investment	
2.1.1	End-user devices (EUD) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.1.2	Cyber (CVB) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.1.3	NS distribution (NS) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.1.4	NU distribution (NU) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.1.5	Video Teleconferencing Room (VTC) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.1.6	Data Centre (DC) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-	-	Investment	
2.2	Warranty for Base Contract, Equipment in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-	-	Investment	
2.3	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-	-	Investment	
<b>TOTAL PRICE CLIN 2</b>											
<b>3.0</b>	<b>CLIN 3 (BASE-EVALUATED) - System Implementation</b>										
3.1	Site Survey including Site Survey Report (SSR)	\$3.1	EDC + 6 weeks	AGS, Sigonella	implementation activities & reporting	Lot	1	-	-	Investment	
3.2	Configuration Guidance	\$3.2	EDC + 8 weeks	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.3	Site Installation Data Package (SIDP)	\$3.3	EDC + 10 weeks	AGS, Sigonella	reporting	Lot	1	-	-	Investment	
3.4	End-user devices installation and configuration	\$5.1	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.5	NS active distribution design, installation and configuration	\$5.2	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.6	NU active distribution design, installation and configuration	\$5.3	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.7	Video teleconferencing room design, installation and configuration	\$5.4	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.8	NS backend infrastructure installation	\$5.5	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.9	Cyber security infrastructure installation	\$5.6	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
3.10	NU backend infrastructure relocation	\$5.7	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
<b>TOTAL PRICE CLIN 3</b>											
<b>4.0</b>	<b>CLIN 4 (BASE-EVALUATED) - Testing and Acceptance</b>										
4.1	Provisional System Test (PST) and Provisional System Acceptance (PSA) including reports	\$4.2, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS, Sigonella	testing activities & reporting	Lot	1	-	-	Investment	
4.2	Final System Acceptance (FSA) including reports	\$4.3	EDC + 10 months	NCI Agency	testing activities & reporting	Lot	1	-	-	Investment	
<b>TOTAL PRICE CLIN 4</b>											
<b>5.0</b>	<b>CLIN 5 (BASE-EVALUATED) - System Documentation</b>										
5.1	VTC Room System Training Documentation	\$13.1, \$12.1	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
5.2	COTS Documentation	\$12.4	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
5.3	Maintenance Manuals	\$12.5	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
5.4	As-built Documentation	\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
<b>TOTAL PRICE CLIN 5</b>											
<b>6.0</b>	<b>CLIN 6 (BASE-EVALUATED) - VTC Room System Training</b>										
6.1	VTC room system training courses	\$13.1	EDC + 9 months	AGS, Sigonella	training courses	groups	4	-	-	Investment	
<b>TOTAL PRICE CLIN 6</b>											
<b>Total Firm Fixed Price- Base Contract</b>											
<b>NON EVALUATED OPTIONS</b>											
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
<b>Declare Currency =&gt;</b>											
<b>7.0</b>	<b>CLIN 7 (OPTION-NON EVALUATED) - Additional NS IT backend capacity</b>										
7.1	Design, installation and configuration	\$5.8	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
7.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS Sigonella, NCI Agency	testing activities & reporting	Lot	1	-	-	Investment	
7.3	Additional NS IT backend capacity (GIS)	Appendix A	EDC + 8 months	AGS, Sigonella	hardware & software	Lot	1	-	-	Investment	
7.4	Warranty, Optional Equipment (GIS) in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-	-	Investment	
7.5	System Documentation	\$12.4-\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
7.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-	-	Investment	
<b>TOTAL PRICE CLIN 7</b>											
<b>8.0</b>	<b>CLIN 8 (OPTION-NON EVALUATED) - Complementary inter-buildings fiber cabling</b>										
8.1	Design, installation and configuration	\$5.8	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-	-	Investment	
8.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS Sigonella, NCI Agency	testing activities & reporting	Lot	1	-	-	Investment	
8.3	Optional Cables (CAB) in Appendix A	Appendix A	EDC + 8 months	AGS, Sigonella	cables	Lot	1	-	-	Investment	
8.4	Warranty, Optional Cables (CAB) in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-	-	Investment	
8.5	System Documentation	\$12.4-\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-	-	Investment	
8.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-	-	Investment	
<b>TOTAL PRICE CLIN 8</b>											
<b>Total Firm Fixed Price- Non-Evaluated Options</b>											



















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

NATO Member States Currencies

Euro (EUR)  
Albanian Lek (ALL)  
Bulgarian Lev (BGN)  
Canadian Dollar (CAD)  
Czech Koruna (CZK)  
Danish Krone (DKK)  
Estonian Kroon (EEK)  
Hungarian Forint (HUF)  
Icelandic Króna (ISK)  
Lithuanian Litas (LTL)  
North Macedonia Denar (MKD)  
Norwegian Krone (NOK)  
Polish Złoty (PLN)  
Romanian Leu (RON)  
Slovak Koruna (SKK)  
Turkish Lira (TRY)  
UK Pound sterling (GBP)  
US Dollar (USD)

End-user devices (EUD)  
Cyber (CYB)  
NS distribution (NS)  
NU distribution (NU)  
Video Teleconferencing Room (VTC)  
Data Centre (DC)  
Not related to CLIN 2.1

IFB-CO-115735-NAGSF Schedule of Supplies and Services								
BASE CONTRACT								
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price
<b>Declare Currency =&gt;</b>								
<b>1.0</b>	<b>CLIN 1 (BASE-EVALUATED) - Project Management</b>							
1.1	Project Management	\$2.1	EDC + 10 months	As required	PM activities & reporting	Lot	1	-
1.2	Kick-off Meeting	\$2.2	EDC + 2 weeks	NCI Agency	PM activities & reporting	meeting	1	-
1.3	Project Implementation Plan (PIP) including PMTP, CMP, and QAP	\$2.3, \$8.4, \$11.2-\$11.4, \$14.3	EDC + 4 weeks	NCI Agency	PM activities & reporting	Lot	1	-
1.4	Monthly Project Review Meetings (PRM)	\$2.4	EDC + 10 months	NCI Agency	PM activities & reporting	meeting	10	-
1.5	Monthly Project Highlight Reports (PHR)	\$2.5	EDC + 10 months	NCI Agency	PM activities & reporting	meeting	10	-
<b>TOTAL PRICE CLIN 1</b>								
<b>2.0</b>	<b>CLIN 2 (BASE-EVALUATED) - COTS Procurement</b>							
2.1	Equipment-SW Licenses-Subscriptions, Appendix A	Appendix A	EDC + 8 months	AGS, Sigonella				
2.1.1	End-user devices (EUD) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.1.2	Cyber (CYB) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.1.3	NS distribution (NS) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.1.4	NU distribution (NU) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.1.5	Video Teleconferencing Room (VTC) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.1.6	Data Centre (DC) including any spares	Appendix A	EDC + 8 months	AGS, Sigonella	HW, SW, subscriptions	Lot	1	-
2.2	Warranty for Base Contract, Equipment in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-
2.3	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-
<b>TOTAL PRICE CLIN 2</b>								
<b>3.0</b>	<b>CLIN 3 (BASE-EVALUATED) - System Implementation</b>							
3.1	Site Survey including Site Survey Report (SSR)	\$3.1	EDC + 6 weeks	AGS, Sigonella	implementation activities & reporting	Lot	1	-
3.2	Configuration Guidance	\$3.2	EDC + 8 weeks	AGS, Sigonella	implementation activities	Lot	1	-
3.3	Site Installation Data Package (SIDP)	\$3.3	EDC + 10 weeks	AGS, Sigonella	reporting	Lot	1	-
3.4	End-user devices installation and configuration	\$5.1	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.5	NS active distribution design, installation and configuration	\$5.2	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.6	NU active distribution design, installation and configuration	\$5.3	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.7	Video teleconferencing room design, installation and configuration	\$5.4	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.8	NS backend infrastructure installation	\$5.5	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.9	Cyber security infrastructure installation	\$5.6	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
3.10	NU backend infrastructure relocation	\$5.7	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
<b>TOTAL PRICE CLIN 3</b>								
<b>4.0</b>	<b>CLIN 4 (BASE-EVALUATED) - Testing and Acceptance</b>							
4.1	Provisional System Test (PST) and Provisional System Acceptance (PSA) including reports	\$4.2, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS, Sigonella	testing activities & reporting	Lot	1	-
4.2	Final System Acceptance (FSA) including reports	\$4.3	EDC + 10 months	NCI Agency	testing activities & reporting	Lot	1	-
<b>TOTAL PRICE CLIN 4</b>								
<b>5.0</b>	<b>CLIN 5 (BASE-EVALUATED) - System Documentation</b>							
5.1	VTC Room System Training Documentation	\$13.1, \$12.1	EDC + 8 months	NCI Agency	documentation	Lot	1	-
5.2	COTS Documentation	\$12.4	EDC + 8 months	NCI Agency	documentation	Lot	1	-
5.3	Maintenance Manuals	\$12.5	EDC + 8 months	NCI Agency	documentation	Lot	1	-
5.4	As-built Documentation	\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-
<b>TOTAL PRICE CLIN 5</b>								
<b>6.0</b>	<b>CLIN 6 (BASE-EVALUATED) - VTC Room System Training</b>							
6.1	VTC room system training courses	\$13.1	EDC + 9 months	AGS, Sigonella	training courses	groups	4	-
<b>TOTAL PRICE CLIN 6</b>								
<b>Total Firm Fixed Price- Base Contract</b>								
NON EVALUATED OPTIONS								
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price
<b>Declare Currency =&gt;</b>								
<b>7.0</b>	<b>CLIN 7 (OPTION-NON EVALUATED) - Additional NS IT backend capacity</b>							
7.1	Design, installation and configuration	\$5.8	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
7.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS Sigonella, NCI Agency	testing activities & reporting	Lot	1	-
7.3	Additional NS IT backend capacity (GIS)	Appendix A	EDC + 8 months	AGS, Sigonella	hardware & software	Lot	1	-
7.4	Warranty, Optional Equipment (GIS) in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-
7.5	System Documentation	\$12.4-\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-
7.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-
<b>TOTAL PRICE CLIN 7</b>								
<b>8.0</b>	<b>CLIN 8 (OPTION-NON EVALUATED) - Complementary inter-buildings fiber cabling</b>							
8.1	Design, installation and configuration	\$5.8	EDC + 8 months	AGS, Sigonella	implementation activities	Lot	1	-
8.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months	AGS Sigonella, NCI Agency	testing activities & reporting	Lot	1	-
8.3	Optional Cables (CAB) in Appendix A	Appendix A	EDC + 8 months	AGS, Sigonella	cables	Lot	1	-
8.4	Warranty, Optional Cables (CAB) in Appendix A	\$10.7	EDC + 8 months	AGS, Sigonella	support services	Lot	1	-
8.5	System Documentation	\$12.4-\$12.6	EDC + 8 months	NCI Agency	documentation	Lot	1	-
8.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months	AGS, Sigonella	ILS services & reporting	Lot	1	-

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TOTAL PRICE CLIN 8

Total Firm Fixed Price- Non-Evaluated Options

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IFB-CO-115735-NAGSF Schedule of Supplies and Services								
BASE CONTRACT								
CLIN	Description	SOW Reference	Delivery Date	Milestones				
				PIP Acceptance	Site Survey + SIDP	PSA	FSA	Warranty Completion
<b>1.0</b>	<b>CLIN 1 (BASE-EVALUATED) - Project Management</b>							
1.1	Project Management	\$2.1	EDC + 10 months	20%	30%	50%		
1.2	Kick-off Meeting	\$2.2	EDC + 2 weeks	60%	40%			
1.3	Project Implementation Plan (PIP) including PMTP, CMP, and QAP	\$2.3, \$8.4, \$11.2-\$11.4, \$14.3	EDC + 4 weeks		100%			
1.4	Monthly Project Review Meetings (PRM)	\$2.4	EDC + 10 months		100%			
1.5	Monthly Project Highlight Reports (PHR)	\$2.5	EDC + 10 months			100%		
<b>TOTAL PRICE CLIN 1</b>								
<b>2.0</b>	<b>CLIN 2 (BASE-EVALUATED) - COTS Procurement</b>							
2.1	Equipment-SW Licenses-Subscriptions, Appendix A	Appendix A	EDC + 8 months			80%	10%	10%
2.1.1	End-user devices (EUD) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.1.2	Cyber (CYB) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.1.3	NS distribution (NS) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.1.4	NU distribution (NU) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.1.5	Video Teleconferencing Room (VTC) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.1.6	Data Centre (DC) including any spares	Appendix A	EDC + 8 months			80%	10%	10%
2.2	Warranty for Base Contract, Equipment in Appendix A	\$10.7	EDC + 8 months					100%
2.3	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months			80%	10%	10%
<b>TOTAL PRICE CLIN 2</b>								
<b>3.0</b>	<b>CLIN 3 (BASE-EVALUATED) - System Implementation</b>							
3.1	Site Survey including Site Survey Report (SSR)	\$3.1	EDC + 6 weeks		70%	30%		
3.2	Configuration Guidance	\$3.2	EDC + 8 weeks		10%	70%	20%	
3.3	Site Installation Data Package (SIDP)	\$3.3	EDC + 10 weeks		70%	30%		
3.4	End-user devices installation and configuration	\$5.1	EDC + 8 months		10%	70%	20%	
3.5	NS active distribution design, installation and configuration	\$5.2	EDC + 8 months		10%	70%	20%	
3.6	NU active distribution design, installation and configuration	\$5.3	EDC + 8 months		10%	70%	20%	
3.7	Video teleconferencing room design, installation and configuration	\$5.4	EDC + 8 months		10%	70%	20%	
3.8	NS backend infrastructure installation	\$5.5	EDC + 8 months		10%	70%	20%	
3.9	Cyber security infrastructure installation	\$5.6	EDC + 8 months		10%	70%	20%	
3.10	NU backend infrastructure relocation	\$5.7	EDC + 8 months		10%	70%	20%	
<b>TOTAL PRICE CLIN 3</b>								
<b>4.0</b>	<b>CLIN 4 (BASE-EVALUATED) - Testing and Acceptance</b>							
4.1	Provisional System Test (PST) and Provisional System Acceptance (PSA) including reports	\$4.2, \$8.5, \$8.6, \$8.7	EDC + 9 months			80%	20%	
4.2	Final System Acceptance (FSA) including reports	\$4.3	EDC + 10 months				100%	
<b>TOTAL PRICE CLIN 4</b>								
<b>5.0</b>	<b>CLIN 5 (BASE-EVALUATED) - System Documentation</b>							
5.1	VTC Room System Training Documentation	\$13.1, \$12.1	EDC + 8 months			80%	10%	10%
5.2	COTS Documentation	\$12.4	EDC + 8 months			80%	10%	10%
5.3	Maintenance Manuals	\$12.5	EDC + 8 months			80%	10%	10%
5.4	As-built Documentation	\$12.6	EDC + 8 months			80%	10%	10%
<b>TOTAL PRICE CLIN 5</b>								
<b>6.0</b>	<b>CLIN 6 (BASE-EVALUATED) - VTC Room System Training</b>							
6.1	VTC room system training courses	\$13.1	EDC + 9 months			100%		
<b>TOTAL PRICE CLIN 6</b>								
<b>Total Firm Fixed Price- Base Contract</b>								
NON EVALUATED OPTIONS								
CLIN	Description	SOW Reference	Delivery Date	Milestones				
				PIP Acceptance	Site Survey + SIDP	PSA	FSA	Warranty Completion
<b>7.0</b>	<b>CLIN 7 (OPTION-NON EVALUATED) - Additional NS IT backend capacity</b>							

7.1	Design, installation and configuration	\$5.8	EDC + 8 months		10%	70%	20%	
7.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months		10%	70%	20%	
7.3	Additional NS IT backend capacity (GIS)	Appendix A	EDC + 8 months		10%	70%	20%	
7.4	Warranty, Optional Equipment (GIS) in Appendix A	\$10.7	EDC + 8 months					100%
7.5	System Documentation	\$12.4-\$12.6	EDC + 8 months		10%	70%	20%	
7.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months		10%	70%	20%	
<b>TOTAL PRICE CLIN 7</b>								
<b>8.0</b>	<b>CLIN 8 (OPTION-NON EVALUATED) - Complementary inter-buildings fiber cabling</b>							
8.1	Design, installation and configuration	\$5.8	EDC + 8 months		10%	70%	20%	
8.2	Testing and Acceptance (PST, PSA, FSA) activities, including reports	\$4.2, \$4.3, \$8.5, \$8.6, \$8.7	EDC + 9 months		10%	70%	20%	
8.3	Optional Cables (CAB) in Appendix A	Appendix A	EDC + 8 months		10%	70%	20%	
8.4	Warranty, Optional Cables (CAB) in Appendix A	\$10.7	EDC + 8 months					100%
8.5	System Documentation	\$12.4-\$12.6	EDC + 8 months		10%	70%	20%	
8.6	Shipment including RSPL, MDS, PH&S, Inventory, Marking and Customs	\$10.1-\$10.6, \$10.8-\$10.9	EDC + 8 months		10%	70%	20%	
<b>TOTAL PRICE CLIN 8</b>								
<b>Total Firm Fixed Price- Non-Evaluated Options</b>								





**IFB-CO-115735-NAGSF**

**BOOK II**

**CONTRACT SPECIAL PROVISIONS**

**VERSION: BASIC CONTRACT**

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**ARTICLE 1 SCOPE**

- 1.1 The Contractor shall provide all materials, supplies, services, and workmanship to NATO Communication and Information Systems (CIS) services for the Alliance Ground Surveillance (AGS) Main Operational Base (MOB) in Sigonella, Italy, in support to the relocation from their transitional to permanent installations as specified in Part I Schedule of Supplies and Services (SSS) and in accordance with Part IV Statement of Work (SOW) for the fixed prices stated in this Contract.
- 1.2 In addition, the Purchaser shall have the right to exercise contract options for additional IT Backend Infrastructure and Inter-Building Cabling.
- 1.3 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 2 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE CONTRACT GENERAL PROVISIONS**

Article 7 "Firm Fixed Price Contract" of the Contract General Provisions is replaced by Article 6 – "PRICE BASIS".

Article 2 "Definitions" of the Contract General Provisions is revised and supplemented by ARTICLE 4 – "DEFINITIONS"

Article 21 "Inspection and Acceptance of Work" of Contract General Provisions is revised and supplemented by ARTICLE 12 – "INSPECTION AND ACCEPTANCE".

Article 22 "Inspection and Acceptance of Documentation" of Contract General Provisions is revised and supplemented by ARTICLE 13 – "REVIEW AND ACCEPTANCE OF DOCUMENTATION".

Article 27 "Warranty of Work" of Contract General Provisions is supplemented by ARTICLE 18 – "WARRANTY".

Article 39 "Termination for Default" of Contract General Provisions is supplemented by ARTICLE 23 – "LIQUIDATED DAMAGES", and ARTICLE 35 "PERFORMANCE GUARANTEE"

Article 11 "Security" of the Contract General Provisions is revised and supplemented by ARTICLE 24 – "SECURITY"

Article 25 "Invoices And Payment" of the Contract General Provisions is revised and supplemented by ARTICLE 16 – "INVOICES AND PAYMENT"

**ARTICLE 3 ORDER OF PRECEDENCE**

- 3.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- a. Signature sheet
  - b. Part I - The Schedule of Supplies and Services
  - c. Part II - The Contract Special Provisions
  - a. Part III – Contract General Provisions
  - d. Part IV – The Statement of Work

**ARTICLE 4 DEFINITIONS**

- 4.1 Article 2 “Definitions of terms and acronyms” of Contract Special Provisions is revised and supplemented by the following:
- 4.2 “Contract” shall mean “The agreement concluded between the Purchaser and Contractor, duly signed by both parties. The Contract includes the documents referred to in Article 3 above of these Contract Special Provisions.
- 4.3 “Contracting Authority” shall mean “The General Manager of the NCI Agency, the Chief of Acquisition (COA), the Deputy Chief of Acquisition - Procurement & Policy (DCOAPP) of the NCI Agency or the authorized representatives of the DCOAPP of the NCI Agency”.
- 4.4 “Contractor” shall mean “The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto”.
- 4.5 “NCI Agency (NCIA)” shall mean “The NATO Communications and Information Agency. The NCIA is part of the NCIO. The General Manager of the Agency is authorized to enter into contracts on behalf of the NCI Organization”.
- 4.6 “NATO Communications and Information Organization (NCIO)” shall mean “The NATO Communications and Information Organization. The NCI Organization constitutes an integral part of the North Atlantic Treaty Organization (NATO). The NCI Organization is a legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts”.
- 4.7 “Effective Date of Contract (EDC)” shall mean “The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties”.
- 4.8 “Parties” shall mean “The Contracting Parties to this Contract, i.e. the Purchaser and the Contractor”.
- 4.9 “Purchaser” shall mean “The NCI Organization, as represented by the General Manager, NCIA Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties”.

**ARTICLE 5 DURATION OF CONTRACT**

- 5.1 It is the Purchaser's intention that the present Contract covers the totality of the requirements as covered by the Schedule of Supplies and Services and the Statement of Work with the exception of the Options (if any), unless those options are formally exercised and funded in accordance with the prescriptions of [ARTICLE 8](#) ~~ARTICLE 8~~ "Additional Contract Tasks and Options".
- 5.2 The work under the Contract shall commence on effective date of Contract shown on the signature page and be completed in accordance with the Schedule of Supplies and Services and Statement of Work.

**ARTICLE 6 PRICE BASIS**

- 6.1 This Article replaces Article 7 of the Contract General Provisions.
- 6.2 This is a Fixed Price Incentive Fee Contract (FPIF).
- 6.3 The Schedule of Supplies and Services (SSS) of this Contract, organized into Contract Line Items (CLINs), lists all services and/or deliverables, their priority, and their fixed price.
- 6.4 Included in the prices shown in the SSS are all costs for activities not specifically listed on the SSS, but that are considered necessary by the Contractor to execute the Statement of Work, included but not limited to:
- 6.4.1. All travel, per diem and accommodation costs;
  - 6.4.2. All executive management, administrative or other support effort;
  - 6.4.3. All facility or other overhead costs;
  - 6.4.4. All other direct costs.
- 6.5 In addition to the prices shown in the SSS, the Contract includes an incentive fee as further explained in Article 7.
- 6.6 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated FPIF except as provided under other provisions of this Contract.
- 6.7 The Total Contract price is inclusive of all expenses related to the performance of the present contract.
- 6.8 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2000).

**ARTICLE 7 INCENTIVE FEE**

- 7.1 The Contract allows for additional payment to recognize early delivery of all requirements of the Contract. This incentive is in addition to the normal payment following Provisional System Acceptance.
- 7.2 The maximum amount of any earned incentive shall be 5% of the total amount of the CLIN 1 to 6.

- 7.3 There is one Incentive Milestone date:
- 7.3.1 The only Incentive Milestone will be at Provisional System Acceptance at EDC+9 months.
- 7.4 The incentive will be applied as follows:
- 7.4.1 The incentive fee will be calculated as 0.0625% of the contract value (CLIN 1 to 6) for each day PSA is achieved before EDC + 9 month, not to exceed 5%.
- 7.5 The Purchaser's determination of this Incentive Fee is not subject to the Disputes clause.
- 7.6 If, due to the fault of the Purchaser, the Contractor is unable to complete PSA by EDC + 9 month, the incentive milestone will be postponed accordingly.

## **ARTICLE 8            ADDITIONAL CONTRACT TASKS AND OPTIONS**

- 8.1 The tasks identified in the Contract Schedule of Supplies and Services as Options (if any) are to be intended as options to be exercised by the Purchaser and at his sole discretion. The Purchaser shall have the right to exercise any of the listed priced options multiple times at his discretion any time during the performance of the Contract and up to its conclusion at the unit prices listed in the Schedule of Supplies and Services.
- 8.2 As the prices of Optional CLINs listed in the Contract Schedule of Supplies and Services were not part of the evaluation for Contract award, at the time of exercise of the Options, the Purchaser shall have the right to renegotiate those listed prices, on the basis of detailed cost and price data to be provided by the Contractor as per the Contract terms.
- 8.3 Should any options be exercised, the Purchaser will increase the firm fixed price of the Contract via a formal Contract Amendment by the amount of the line items so exercised and the period of performance of the Contract will be extended as mutually agreed when necessary.
- 8.4 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.
- 8.5 In addition to the specific Contract options as identified above, the Purchaser reserves the right to order any foreseeable or additional Contract tasks or deliverables, listed or not, either occasionally or at a further stage in the life of the project, which he deems necessary for the successful completion of the project. The additional tasks and/or deliverables shall be priced in using the "Summary Price" rates provided by the Contractor as part of his proposal and included in this Contract by reference.
- 8.6 Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.
- 8.7 The Purchaser may, in writing, place an order for such additional tasks throughout the entire Contract period up until end of Warranty. Such an order



may be placed within the framework of this Contract via the issuance of a Contract Amendment or be formulated via the issuance of a new contractual instrument.

- 8.8 The Contractor understands that there are no obligations under this Contract for the Purchaser to exercise any of the Options and that the Purchaser bears no liability should it decide not to exercise them (either totally or partially).
- 8.9 Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the Options of the current Contract through a new Contract with other conditions.

## **ARTICLE 9 PARTICIPATING COUNTRIES**

- 9.1 The Contractor may issue subcontracts to firms and purchase from qualified vendors in any contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TÜRKIYE, THE UNITED KINGDOM and THE UNITED STATES.
- 9.2 None of the work, including project design, labor and services, shall be performed other than by firms from and within NATO member countries. 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 country.
- 9.3 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 NATO member nation.
- 9.4 The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within NATO member nations and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO member nation.

## **ARTICLE 10 COMPREHENSION OF CONTRACT AND SPECIFICATIONS**

- 10.1 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.
- 10.2 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.

- 10.3 The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
- a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
  - b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 10.4 Notwithstanding the "Changes" Article of the Contract General Provisions 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 11 PLACE AND TERMS OF DELIVERY**

- 11.1 Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2010 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services.

#### **ARTICLE 12 INSPECTION AND ACCEPTANCE**

- 12.1 Article 21 "Inspection and Acceptance of Work" of Contract General Provisions is hereby supplemented with this Article:
- 12.2 The services to be provided by the Contractor's personnel under this contract shall conform to the highest professional and industry standards and practices. Inspection of the services provided will be made by the Purchaser's Technical representatives or another authorised designee in accordance with the specifications in Part IV- Statement of Work. Services performed by the Contractor which do not conform to the highest professional and industry standards may result in the Purchaser requesting that such work be performed again at no increase in the price of the contract. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the contract for Default.
- 12.3 Under the terms of this Contract, Acceptance will be made in two (2) steps:
1. Upon Provisional System Test (PST) and Provisional System Acceptance (PSA) as specified in Part IV SOW for CLIN 4.1.
  2. Successful Final System Acceptance (FSA) for CLIN 4.2. at which time the Purchaser will take Title and Warranty will start.

- 12.4 Review and Acceptance of documentation is specified in below Article 13 of the Special Contract Provisions.

**ARTICLE 13 REVIEW AND ACCEPTANCE OF DOCUMENTATION**

- 13.1 Article 22 “Inspection and Acceptance of Documentation” of Contract General Provisions is hereby supplemented with this Article.
- 13.2 Unless otherwise specified in the Statement of Work:
- 13.3 Upon delivery of the Draft Deliverable items, the Purchaser will have a period of two (2) weeks to review the items. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser’s comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance within the Scope of Work. When applicable, a presentation of the deliverable item including the Purchaser’s comments will be made by the Contractor to the Purchaser, at a time which coincides with a progress meeting.
- 13.4 During the review, if the specific Item requires proposal of dates for delivery or reviews, the Purchaser will either accept or adjust the proposed dates.
- 13.5 Within two weeks after receipt of the Purchaser’s comments (and associated progress meeting if appropriate), the Contractor shall incorporate changes, revisions and corrections required by the Purchaser and present the revised deliverable in Final Form to the Purchaser for inspection in accordance with the delivery dates specified in the Schedule or approved by the Purchaser.
- 13.6 The Contractor shall not have the right to ask for additional periods if the delivered draft is considered not satisfactory by the Purchaser and therefore requires many changes and/or corrections.
- 13.7 The Purchaser has the right to reject non-conforming deliverables. The Purchaser, in addition to any other rights or remedies provided by law, or under the provisions of this Contract, shall have the right to require the Contractor at no increase in Contract price, to correct or replace non-conforming work, and in accordance with a reasonable delivery schedule as may be agreed by the Purchaser and the Contractor following the receipt of the Purchaser's notice of defects or non-conformance.
- 13.8 The acceptance by the Purchaser of the Contractor's documentation required by this Contract signifies that the documents delivered appear logical and consistent. The acceptance does not constitute an endorsement or approval of the design or proposed implementation by the Purchaser and does not relieve the Contractor of the obligation to meet the schedule and the performance requirements of this Contract in the event that the design eventually proves to be non-compliant in factory or field testing.

**ARTICLE 14 OWNERSHIP AND TITLE**

- 14.1 Ownership and title to all work will pass to the Purchaser only upon written notification of final acceptance by the Purchaser.

**ARTICLE 15 TITLE AND RISK OF LOSS**

- 15.1 Title and Risk of Loss to all delivered equipment, software and documentation shall transfer to and vest with the Purchaser upon written acceptance of each delivered equipment, software and documentation as defined in Part III - Statement of Work.
- 15.2 Notwithstanding 14.1 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Contract shall remain with the Contractor until acceptance, at which time 11.1 above shall apply.
- 15.3 Title to supplies and risk of loss or damage to supplies covered by this Contract shall pass to the Purchaser upon Final System Acceptance (FSA) as defined in the SOW.

## ARTICLE 16 INVOICES AND PAYMENT

- 16.1 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 16.2 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 16.3 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- a) Contract number CO-115735-NASGF,
  - b) Contract Amendment number (if any),
  - c) Purchase Order number PO [...],
  - d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),
  - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN, ...)

The Contractor shall be entitled to submit invoices as specified in payment events schedule, Part I Schedule of Supplies and Services (SSS).

- 16.4 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Article 26 "Taxes and Duties" of the Contract General Provisions.
- 16.5 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 16.6 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 16.7 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 16.8 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 16.9 The invoice shall contain the following certificate:  
*"I certify that the above invoice is true and correct, that the delivery of the above*

*described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received.”*

- 16.10 The certificate shall be signed by a duly authorised company official on the designated original.
- 16.11 Invoices referencing “**CO-115735-NAGSF / PO [...]**” shall be submitted only via email to the following electronic address: [accountspayable@ncia.nato.int](mailto:accountspayable@ncia.nato.int)
- 16.12 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

**ARTICLE 17 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS**

- 17.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Article 39 “Termination for Default” of the Contract General Provisions.
- 17.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor. For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject

**ARTICLE 18 WARRANTY**

- 18.1 Article 27 "Warranty of Work" of Contract General Provisions is supplemented with the following:
- 18.2 Warranty shall start after Purchaser confirmed FSA, as indicated in the SOW, and shall be the standard warranty with a minimum duration of one (1) calendar year for all hardware, software and for all services to be provided as part of this Contract. Until successful FSA, all hardware and software to be provided under this Contract shall be under the Contractor's responsibility.
- 18.3 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 of hardware and software, that:
- a. 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,
  - b. the system will, under normal conditions, perform without errors which make it unusable; and
  - c. 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.
- 18.4 The Purchaser will inform the Contractor in writing of any defect within seven calendar days after its discovery and the circumstances of its discovery. The Contractor shall respond to a defect notification within one working day, by engaging with the Purchaser's personnel to identify the cause of the defect and to agree a resolution approach. The resolution of defects remains the Contractor's responsibility within the warranty. The Contractor shall resolve all defects within 7 calendar days of their first being reported for those items that need not be returned to the Contractor's facility for service or repair. Items needing service or repair at the Contractor's facility shall be repaired/replaced and dispatched back to the Purchaser within 15 days of their arrival at the Contractor's facility.
- 18.5 The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the provisions of this Article. Transportation and handling charges for items returned under warranty claim to the Contractor will be the responsibility of the Purchaser, as well as responsibility for such supplies, i.e. damage and loss that may occur during transportation under warranty.
- 18.6 The Contractor shall, at his option, repair, adjust or replace defective equipment and restore to the Purchaser equipment, which functions in accordance with the requirements of the Contract.
- 18.7 In the event of the Contractor's failure to repair or replace failed equipment within the timeframes expressed in this Article, the Purchaser will have the right, at his discretion, and having given the Contractor due notice, to:

- a. remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor's expenses;
  - b. equitably reduce the Contract price; and/or
  - c. terminate for default that portion of the Contract relating to the defective work.
- 18.8 Notwithstanding the provision of above paragraph 18.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.
- 18.9 This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this Article, an equitable adjustment will be made. Failure to reach such an equitable adjustment will be considered a dispute under the Contract and subject to resolution in accordance with the Article 41 "Disputes" of Contract General Provisions.

**ARTICLE 19 CONTRACT ADMINISTRATION**

- 19.1 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.
- 19.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.
- 19.3 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.
- 19.4 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.
- 19.5 All notices and communications shall be effective on receipt.
- 19.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency Boulevard Leopold III B-1110 Brussels Belgium	[...]

For contractual matters: Attn: Ms Emira Kapetanovic Principal Contracting Assistant Tel: +32 2 707 8582 E-mail: Emira.Kapetanovic@ncia.nato.int	For contractual matters: [...] Attn: Tel: Fax: E-mail:
For technical/project management matters: Attn. Mr Gilles Defourneaux JISR Service Line, Principal Project Manager Tel: +31 70 374 3549 E-mail: Gilles.Defourneaux@ncia.nato.int	For technical/project management matters: [...] Attn: Tel: E-mail:

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

**ARTICLE 20 TECHNICAL DIRECTION**

- 20.1 For the direct official control and coordination of requirements, the Purchaser designates the Project Manager specified in Article 18.6 as the staff element that has the authority to coordinate, monitor, and control Contractor’s performance under this Contract:
- 20.2 At the site of efforts, the Purchaser may assign Technical Representatives who will monitor work in progress and provide Contractor personnel with instruction and guidance (within the general scope of work) in performance of their duties and working schedule. The Technical Representatives do not have the authority to change the terms of the Contract or to increase the overall cost, duration or level of effort of the Contract. The Technical Representatives do have the authority, within the general scope of work, to provide direction to the Contractor personnel in performance of their duties.
- 20.3 In case the Contractor believes that any technical direction received from the Technical Representative constitutes a change to the terms, conditions and/or specifications of the Contract, he shall immediately inform in writing the NCI Agency Contracting Authority, who will either confirm or revoke such direction. If such direction is confirmed as a change, this change will be formalised by written amendment to the Contract pursuant to the Article “Changes” of NCI Agency Contract General Provisions.
- 20.4 Failure of the Contractor to notify the NCI Agency Contracting Authority of direction constituting change of the Contract will result in a waiver of any claims pursuant to such change.

**ARTICLE 21 SUB-CONTRACTORS**

- 21.1 The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 21.2 The Contractor shall not place sub-contracts outside the NATO member Nations unless the prior authorization of the Purchaser has been obtained. Such



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

## **ARTICLE 22 CONTRACTOR COTS RESPONSIBILITY**

- 22.1 The Contractor shall monitor changes and/or upgrades to commercial off the shelf (COTS) software or hardware to be utilized under subject Contract.
- 22.2 For COTS items which are or could be impacted by obsolescence issues, as changes in technology occur, the Contractor will propose substitution of new products/items for inclusion in this Contract. The proposed items should provide at least equivalent performance and/or lower life-cycle support costs, or enhanced performance without a price or cost increase.
- 22.3 The Contractor will provide evidence with respect to price and performance of the equipment being proposed as well as data proving an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should the Purchaser decide that the proposed item(s) should be included in the Contract, an equitable price adjustment will be negotiated and the proposed item(s) shall be added to the Contract by bilateral modification under the authority of this Article.
- 22.4 The Contractor shall notify the Purchaser of any proposed changes in the commercial off the shelf software or hardware to be utilized. Such notification shall provide an assessment of the changes and the impact to any other items to be delivered under this Contract.

## **ARTICLE 23 LIQUIDATED DAMAGES**

- 23.1 If the Contractor fails to:
- a) successfully meet the required performance 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,

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, for each day of delinquency in achieving the requirements of 19.1.a and 19.1.b, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each Payment Event as scheduled in the Article 14 "Invoices and Payments" of the Contract Special Provisions.

- 23.2 In addition, the Purchaser may terminate this contract in whole or in part as provided in Article 39 "Termination for Default" of Contract 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.
- 23.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of

the Contractor as defined in Clause "Termination for Default" of the Contract General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.

- 23.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the total payment amount for each Payment Event as scheduled in Article 14. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 23.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
  - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
  - c. By reclaiming such damages through appropriate legal remedies.

#### **ARTICLE 24 SECURITY**

- 24.1 This Article supplements Article 11 "Security" of the Contract General Provisions.
- 24.2 The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present Contract.
- 24.3 The security classification of this Contract is "NATO UNCLASSIFIED".
- 24.4 Contractor's personnel visiting or working at Purchaser's facilities in connection with this Contract shall hold a confirmed NATO SECRET security clearance valid for the duration of the Contract at the Effective Date of Contract (EDC). This requirement applies to all sub-Contracts issued by the Contractor for the effort under this prime Contract.
- 24.5 It is the responsibility of the Contractor to ensure that his personnel obtain the required security clearances and transmit this information to the purchaser and to the sites to be visited at least 3 weeks before personnel deployment that the site may perform the appropriate administration.
- 24.6 The Contractor is advised that the personnel security process may be lengthy. The Purchaser bears no responsibility for the failure of the Contractor to secure the required clearances for its personnel within the necessary time.
- 24.7 The Contractor bears full responsibility and liability under the Contract for delays arising from the failure of the Contractor to adhere to the security requirements.
- 24.8 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance applicable security regulations.

24.9 In the absence of valid security clearances for the Contractor's personnel during the performance of the Contract, the Purchaser reserves the right to terminate the Contract for Default as per the "Termination for Default" Article 39 of the Contract General Provisions.

## **ARTICLE 25 KEY PERSONNEL**

- 25.1 The key personnel proposed by the Contractor in his Project Management Plan (Project Manager/Technical Lead/Site Installation Manager) and that satisfy the personnel requirements laid down in the SOW are considered to be key to the performance of this contract and may not be replaced by the Contractor with substitute personnel without the prior written approval of the Purchaser.
- 25.2 If any options are exercised, the Key Personnel provisions will apply to the option period from the effective date of the Contract.
- 25.3 The following personnel are considered to be Key Personnel for successful contract performance and are subject to the provisions of this Article as set forth in the following paragraphs:
- 25.4 Project Manager: [...]  
Technical Lead: [...]  
Commercial Manager: [...]
- 25.5 Under the terms of this Article, Key Personnel may not be voluntarily diverted by the Contractor to perform work outside the Contract. In cases where the Contractor has no control over the individual's non-availability (e.g., resignation, sickness, incapacity, etc.), the Contractor shall notify the Purchaser of a change of key personnel within 10 days of the date of knowledge of the prospective vacancy and offer a substitute with equivalent qualifications with no additional costs for the Purchaser.
- 25.6 Contractor personnel proposed in substitution of previously employed Contractor Key Personnel shall be interviewed and approved by Purchaser Project Manager before substitution acceptance is granted in writing by the Purchaser contracting Authority.
- 25.7 In the event of a substitution of any key personnel listed in paragraph 22.3 above and prior to commencement of performance, the Contractor shall provide a CV for the personnel proposed. The CV shall clearly stipulate:
- Full details of professional and educational background;
  - Evidence that the personnel is qualified in pertinent contract related areas per the SOW.
- 25.8 The Contractor shall take all reasonable steps to avoid changes to Key Personnel assigned to this project except where changes are unavoidable or are of a temporary nature. Any replacement personnel shall be of a similar grade, standard and experience as the individual to be substituted.
- 25.9 Furthermore, even after acceptance of a Contractor's staff member on the basis of his/her CV and/or interview, the Purchaser reserves the right to reject the Contractor's staff member, if the individual is not meeting the required level of

competence. The Purchaser will inform the Contractor, in writing in cases where such a decision is taken and the Contractor shall propose and make another staff member available within ten working days after the written notification. The Purchaser shall have no obligation to justify the grounds of its decision and its acceptance of staff members shall in no way relieve the Contractor of his responsibility to achieve the contractual and technical requirements of this Contract nor imply any responsibility to the Purchaser.

- 25.10 After acceptance in writing by the Purchaser of a substitution of staff, based on a CV and/or interview, paragraph shall be applicable again, if necessary.
- 25.11 The Purchaser may at any time require the Contractor immediately to cease to employ the above named Key Personnel under the present contract if, in the opinion of the Purchaser, his/her employment is undesirable. The Contractor shall replace any such employee in accordance with paragraph 22.5 and 22.6 above.
- 25.12 In those cases where, in the judgment of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Article may potentially endanger the progress under the contract, the Purchaser shall have the right to terminate the contract in accordance with the terms of the General Article entitled "Default".
- 25.13 Any change of status or reorganization of the Contractor's practice, or any change in the responsibility for the execution of the Contract shall be reported to the Purchaser immediately when the change or reorganization is promulgated.
- 25.14 The Contractor's Key Personnel required to interface directly with the Purchaser's counterparts, shall have the capability to readily communicate (oral and written fluency) in English and to provide, if requested official documents destined for distribution during the course of the Contract in English.
- 25.15 The Purchaser may, for just cause, require the Contractor to remove his employee. Notice for removal will be given to the Contractor by the Purchaser in writing and will state the cause justifying the removal. The notice will either demand substitution for the individual involved and /or contain a notice for default and the remedies to be sought by the Purchaser.

## **ARTICLE 26            RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE**

- 26.1 Subject to the rights of third parties, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any technical data specifications, report, drawings, computer software data, computer programs, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser.

## **ARTICLE 27            INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES**

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

#### **ARTICLE 28 INDEMNITY**

- 28.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out in Article 24 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.
- 28.2 The parties will indemnify each other against claims made against the other by their own personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 28.3 NATO will give the Contractor immediate notice of the making of any claim or the bringing of any action to which the provisions of this Article may be relevant and will consult with the Contractor over the handling of any such claim and conduct of any such action and will not without prior consultation and without the consent of the Contractor settle or compromise any such claim or action.
- 28.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or willful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the cause of the accidents will be investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.

#### **ARTICLE 29 CARE AND DILIGENCE OF PROPERTY**

- 29.1 The Contractor shall use reasonable care to avoid damaging buildings, walls, equipment and vegetation (such as trees, shrubs and grass) on the work site. If the Contractor damages any such buildings, walls, equipment or vegetation, he shall repair the damage as directed by the Purchaser and at no expenses to the Purchaser. If he fails or refuses to make such repair or replacement, the

Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 29.2 The Purchaser shall exercise due care and diligence for Contractor's furnished equipment, tools and materials on site premises. The Purchaser will not assume any liability except for gross negligence and willful misconduct on the part of the Purchaser's personnel or agents.
- 29.3 The Contractor shall, at all times, keep the site area, including storage areas used by the Contractor, free from accumulations of waste. On completion of all work the Contractor is to leave the site area and its surroundings in a clean and neat condition.

**ARTICLE 30 CONTRACTOR'S PERSONNEL WORKING AT NATO FACILITIES**

- 30.1 The term "NATO Facilities" as used in this Article shall be deemed to include sites, property, and utilities.
- 30.2 The Contractor shall have no claim against NATO for any cost or delay occasioned by the closure of the NATO facilities of holidays, or other reasons, where this is generally published or made known to the Contractor by NATO or his authorised representatives.
- 30.3 The NATO Facility Representative shall provide such available administrative and technical facilities for the Contractor's personnel working at the NATO Facilities for the purpose for the Contract as in the opinion of the NATO Facility Representative may be necessary for the effective and economical discharge of work under the Contract. These facilities may be provided free at the discretion of the NATO Facility Representative. The Contractor shall be responsible for ascertaining what necessary facilities will be available and whether they will be provided free of charge, or determining what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorized representatives.
- 30.4 The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any NATO Facilities occasioned by the Contractor, or by his servants, agents or sub-Contractors, arising from his or their presence, on NATO Facilities in connection with the Contract; provided that this condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or sub-Contractors, or by any circumstances within his or their control.
- 30.5 All property of the Contractor while at NATO Facility shall be at the risk of the Contractor, and NATO 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.

**ARTICLE 31 INDEPENDENT CONTRACTOR**

- 31.1 The Personnel provided by the Contractor in response to this contract are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.
- 31.2 The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractors personnel employed under this Contract are not eligible for any diplomatic privileges, logistics support privileges, or for NATO employee benefits.

**ARTICLE 32 APPLICABLE REGULATIONS**

- 32.1 This Clause modifies Clauses 21 and 22 of the NCI Agency Contract General Provisions.
- 32.2 The Contractor shall be responsible for obtaining permits or licenses to comply with national codes, laws and regulations or local rules and practices in the country of performance under this Contract.
- 32.3 The Contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by him. These measures include compliance with the country of performance's safety provisions.
- 32.4 In the performance of all work under this Contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the local Headquarters' Security Officer.

**ARTICLE 33 AUDITING AND ACCOUNTING**

- 33.1 The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.
- 33.2 The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of Article 15 "Invoices and Payment" of the Contract Special Provisions.
- 33.3 In the event of this Contract being terminated in accordance with Article 40 "Termination for Convenience of the Purchaser" of Contract General Provisions, the Contractor shall provide within ninety (90) days of the formal date of termination a detailed statement of all costs incurred since the initiation of the programme, together with the statement of all outstanding commitments for which the Contractor is legally liable.

**ARTICLE 34 RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT**

- 34.1 The Contractor shall inform his employees under this Contract of the terms of the Contract and the conditions of the working environment.
- 34.2 Specifically, Contractor personnel shall be made aware of all risks associated with the performance under this Contract, the conditions of site in which the performance is to take place and living conditions while performing within the boundaries of the Contract.
- 34.3 The selection of adequate personnel shall remain sole responsibility of the Contractor.

### **ARTICLE 35 PERFORMANCE GUARANTEE**

- 35.1 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within ten (10) calendar days from the Effective Date of Contract, a bank guarantee to the value of ten per cent (10%) of the total Contract Price.
- 35.2 Such guarantee, the validity of this shall not elapse before the expiration of the warranty period as specified in Article 18.2, shall be made payable to the Purchaser and may be delivered in the form of:
  - a) A certified cheque;
  - b) An irrevocable letter of credit; or
  - c) A bank guarantee such as a performance bond or promissory note.
- 35.3 The terms of the guarantee shall allow for payment to be made to the Purchaser without question and upon first demand by the Purchaser against a Certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 35.4 Certified cheques issued to fulfil the requirements of the guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the performance guarantee has expired.
- 35.5 The irrevocable letter of credit, performance bond or promissory note shall be subject to Belgian Law and financial practices and shall be issued by a Belgian bank or a Belgian affiliate of a non-Belgian bank licensed to operate in Belgium unless otherwise authorized by the Purchaser.
- 35.6 The Contractor shall request in writing relief from the performance guarantee upon expiration of the warranty period specified at Article 18.2 or such other period as may be specified in the Contract and, where appropriate, such relief will be granted by the Purchaser.
- 35.7 The Contractor shall be responsible, as a result of duly authorized adjustment in the total Contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase of the performance guarantee, the value of which shall not be less than ten per cent (10%) of the Contract Price (including all amendments), and for depositing such guarantee with the Purchaser within ten (10) calendar days from the effective date of the aforesaid duly authorized adjustment.



- 35.8 The failure of the Contractor to deposit such performance guarantee with the purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority will constitute material breach of the Contract and shall be subject to Article 39 "Termination for Default" of the Contract General Provisions.
- 35.9 The rights and remedies provided to the Purchaser under this Article are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in this Article at 32.3 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from Article 39 "Termination for Default" of Contract General Provisions.
- 35.10 The standby letter of credit shall be issued by a financial institution listed in ANNEX A either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a different bank not listed in ~~ANNEX A~~ ANNEX A to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit.

#### **ARTICLE 36           TRANSPORTATION OF EQUIPMENT**

- 36.1 All supplies covered under this Contract, and items shipped under warranty for repair or otherwise, shall be transported to final destination at the full responsibility of the Contractor. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.
- 36.2 Items shipped under Warranty for repair or otherwise from Sigonella (Italy), Lago Patria (Italy) or the NCI Agency, to the Contractor shall be the responsibility of the Purchaser.
- 36.3 Transportation of repaired/replaced items shall be the responsibility of the Contractor. These items shall be delivered and installed at final destination.

#### **ARTICLE 37           SOFTWARE LICENCES**

- 37.1 Any software supplied will include a valid license enabling the Purchaser to operate it legitimately in the location(s) and manner indicated in the Contract.
- 37.2 Any upgrades/patches or items of a similar nature will be similarly licensed.
- 37.3 The Contractor shall hold the Purchaser wholly harmless from any claims, actions or dispute howsoever arising under this Provision.

#### **ARTICLE 38           ASSIGNMENT**

- 38.1 The Purchaser reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Purchaser shall notify the Contractor accordingly in writing.

38.2 NATO shall remain responsible for its obligations under the Contract and for the actions of the body, agency or representative to which this Contract may be assigned.

### **ARTICLE 39 PURCHASER FURNISHED PROPERTY**

- 39.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. 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 the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Article 16 "Changes" of Contract General Provisions.
- 39.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorize repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this Contract pursuant to Article 16 "Changes" of Contractual General Provisions.
- 39.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.
- 39.4 Unless otherwise provided in this Contract, the Contractor, 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 Purchaser Furnished Property is consumed in the performance of this Contract.
- 39.5 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.
- 39.6 The inventory shall note whether:
- a) The property was consumed or incorporated in fabrication of final deliverable(s);
  - b) The property was otherwise destroyed;
  - c) The property remains in possession of the Contractor;
  - d) The property was previously returned
- 39.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorized by the Purchaser. The net proceeds of any such

disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.

- 39.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorized by the Purchaser or directed by the terms of the Contract.
- 39.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

#### **ARTICLE 40 FORCE MAJEURE CLAUSE**

- 40.1 "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.
- 40.2 Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [1] are all fulfilled, include:
- 40.2.1 war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
  - 40.2.2 civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
  - 40.2.3 currency and trade restriction, embargo, sanction;
  - 40.2.4 act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
  - 40.2.5 plague, epidemic, natural disaster or extreme natural event;
  - 40.2.6 explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
  - 40.2.7 general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 40.3 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.
- 40.4 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:

- 40.4.1 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;
  - 40.4.2 the suspension of performance is of no greater scope than is necessitated by Force Majeure;
  - 40.4.3 the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [37.4.1], and notifies the Other Party immediately when the effects of Force Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.
- 40.5 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.
- 40.6 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 41 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR MANDATED NATO THIRD PARTY AUDITS BY RESOURCE COMMITTEES**

(a) Definitions. As used in this clause –  
Resource Committees means committees under the North Atlantic Council (NAC) that are responsible, within the broad policy guidance provided by the Resource Policy and Planning Board (RPPB) on matters of resource allocation, for the implementation of the NATO Security Investment Programme (NSIP) or Budget/Civil budgets.

Mandated Third Party Audits means audits mandated by a resource committee.

Third Party Auditor means an independent, external audit body for NATO such as the International Board of Auditors for NATO (IBAN) or an appointed private contractor (including its experts, technical consultants, subcontractors, and suppliers) providing audit support under a Resource Committee Appointment based on an agreed mandate.

Sensitive information means information of a commercial, financial, technical, proprietary, or privileged nature. The term does not include information that is lawfully, publicly available without restriction.

(b) The Purchaser may disclose to a mandated third party auditor, for the sole purpose of audit support activities, any information, including sensitive information, received –

- (1) Within or in connection with a bid, quotation or offer; or
- (2) In the performance of or in connection with a contract.
- (c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

**ARTICLE 42            NCI AGENCY SUPPLIER CODE OF CONDUCT**

- 42.1 The NCI Agency has a Supplier Code of Conduct located at <https://www.ncia.nato.int/business/do-business-with-us/code-of-conduct.html> and it constitutes part of this contract.
- 42.2 This Supplier Code of Conduct sets standards and practices for suppliers and their subcontractors to adhere to when doing business with the NCI Agency in the areas of labour rights, human rights, data protection, ethical conduct and the environment. It contains fundamental, basic principles that any supplier based in a NATO country should already be operating in compliance with.
- 42.3 In the event of any inconsistency in language, terms or conditions with the Contract General Provisions, the Contract General Provisions takes precedence.

**ANNEX A. LIST OF ACCEPTABLE BANKS TO ISSUE  
 PERFORMANCE GUARANTEES**

In the table below, is a list of the only acceptable financial institutions (herein "Acceptable Banks") that can issue bank guarantees (performance) for NCI Agency solicitations.

For the performance guarantee, a Standby Letter of Credit is required that shall be substantially similar to this [template](#).

#	Country (Alphabetical Order)	Banking Institution
1	BEL	KBC Group
2	CAN	Bank of Montreal
3	CAN	Royal Bank of Canada
4	CAN	Scotiabank
5	DNK	Danske Bank
6	DEU	Commerzbank AG
7	DEU	Deutsche Bank
8	ESP	Banco Santander
9	ESP	BBVA
10	EUR	Citibank Europe
11	FRA	BNP Paribas

12	FRA	Credit Agricole Group
13	FRA	Societe Generale
14	GBR	Barclays PLC
15	GBR	HSBC Holdings
16	GBR	Standard Chartered PLC
17	ITA	Intesa
18	ITA	UniCredit S.p.A.
19	NLD	ING Group
20	NLD	Rabobank Group
21	SWE	SEB Bank
22	SWE	Swedbank AB
23	USA	Bank of America
24	USA	Wells Fargo

**END OF CONTRACT SPECIAL PROVISIONS**

NATO UNCLASSIFIED

Part III – Contract General Provisions

## NATO COMMUNICATIONS AND INFORMATION AGENCY



## CONTRACT GENERAL PROVISIONS

### IFB-CO-115735-NAGSF

V 1.0 dated 16 Oct 2014



NATO UNCLASSIFIED

Part III – Contract General Provisions

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ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLES .....A1-1

**1. ORDER OF PRECEDENCE**

In the event of any inconsistency in language, terms or conditions of the various parts of this Contract, precedence will be given in the following order:

- 1.1. The Signature Page;
- 1.2. The Contract Schedules, Part I;
- 1.3. The Contract Special Provisions, Part II;
- 1.4. The Contract General Provisions, Part III;
- 1.5. The Statement of Work, Part IV of the Contract;
- 1.6. The Annexes to the Statement of Work.

**2. DEFINITIONS OF TERMS AND ACRONYMS**

- 2.1 **Assembly** - 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.
- 2.2 **Acceptance** - Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements.
- 2.3 **Claims** - A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.
- 2.4 **Clause** - A provision of the Special or General Provisions of this Contract.
- 2.5 **Codification Authority** - The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.
- 2.6 **Commercial Off-the-Shelf Items (COTS)** - The term “Commercially Off-the-Shelf Item (COTS)” means any item that is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;
  - a) is sold in substantial quantities in the commercial marketplace; and
  - b) is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- 2.7 **Component** - A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.
- 2.8 **Contractor Background IPR** - Any IPR owned by the Contractor and/or any Sub-contractor or licensed by a third party to the Contractor which is not created in relation to or as the result of work undertaken for any purpose contemplated

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by the Contract and which is needed for the performance of the Contract or for the exploitation of Foreground IPR.

- 2.9 **Correction** - Elimination of a Defect.
- 2.10 **Contract** - The agreement concluded between the Purchaser and Contractor, duly signed by both contracting parties. The Contract includes the documents referred to in Clause 1 (Order of Preference).
- 2.11 **Contracting Authority** - The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.
- 2.12 **Contractor** - The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.
- 2.13 **Day** - A calendar day
- 2.14 **Defect** - Any condition or characteristic in any Work furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.
- 2.15 **Deliverable** - Any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation, building, raw materials, components, intermediate Assemblies, Parts, end products, equipment, documentation, data, software.
- 2.16 **Design Defect** - Defect attributable to incompatibility, unsuitability or erroneous application of theory, drawings or formula.
- 2.17 **Effective Date of Contract (or “EDC”)** - The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties.
- 2.18 **Failed Component** - A part or combination of parts, having a specific function, which can be installed or replaced only as an entity which ceases to perform in a manner consistent with its intended use and specifications of the Contract.
- 2.19 **Foreground IPR** - Any IPR created by the Contractor or any subcontractor of the Contractor in the course of or as the result of work undertaken for any purpose contemplated by the Contract.
- 2.20 **IPR** - Any intellectual property rights of any qualification irrespective of their stage of development or finalisation, including but not limited to patents, trademarks (registered or not), designs and models (registered or not) and applications for the same, copyright (including on computer software), rights in databases, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.
- 2.21 **Manufacturing Defect** - Defect attributable to improper manufacturing processes, testing or quality control procedures.
- 2.22 **NATO** - The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, the NATO military command structure, agencies and NATO nations.

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- 2.23 **NCI AGENCY** - The NATO Communications and Information Agency. The NCI Agency is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NATO CI Organisation.
- 2.24 **NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)**- The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.
- 2.25 **NATO Purposes** - Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.
- 2.26 **Part** - An item of an assembly or sub-assembly, which is not normally further broken down.
- 2.27 **Participating Country** - A NATO member country that participates in financing the effort.
- 2.28 **Parties** - The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.
- 2.29 **Purchaser** - The NCI Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties.
- 2.30 **Purchaser Background IPR** - Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.
- 2.31 **Purchaser Furnished Property** - Any item of equipment, 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 Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.
- 2.32 **Software (Computer Software)** - A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.
- 2.33 **Software Defect** - Any condition or characteristic of Software that does not conform with the requirements of the Contract.
- 2.34 **Sub-Assembly** - 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.
- 2.35 **Sub-contract** - Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, e.g., contract, purchase order, etc.
- 2.36 **Sub-contractor** - Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.

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- 2.37 **Third Party IPR** - Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.
- 2.38 **Work** - Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

**3. AUTHORITY**

- 3.1. All binding contractual instruments and changes, including amendments, additions or deletions, as well as interpretation of and instructions issued pursuant to this Contract shall be valid only when issued in writing by the Purchaser and signed by the Contracting Authority only.
- 3.2. No direction which may be received from any person employed by the Purchaser or a third party shall be considered as grounds for deviation from any of the terms, conditions, specifications or requirements of this Contract except as such direction may be contained in an authorised amendment to this Contract or instruction duly issued and executed by the Contracting Authority. Constructive change may not be invoked by the Contractor as a basis for Claims under this Contract.
- 3.3. The entire agreement between the Parties is contained in this Contract and is not affected by any oral understanding or representation, whether made previously to or subsequently to this Contract.
- 3.4. Personal notes, signed minutes of meetings, comments to delivered documentation and letters, e-mails and informal messages from project or other Purchaser staff which may indicate the intent and willingness to make changes to the Contract, do not implement the change to the Contract and shall not be used as a basis for claiming change to the Contract by the Contractor.

**4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS**

- 4.1. By his signature of the Contract, the Contractor certifies that he has read and unreservedly accepts and approves of all terms and conditions, specifications, plans, drawings and other documents which form part of and/or are relevant to the Contract. The Contractor further agrees that the terms of the Contract take precedence over any proposals or prior commitments made by the Contractor in order to secure the Contract. Contractor also hereby waives any and all rights to invoke any of the Contractor's general and special terms and conditions of sales and/or supply.

**5. LANGUAGE**

- 5.1. All written correspondence, reports, documentation and text of drawings delivered to the Purchaser by the Contractor shall be in the English language.

**6. AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS**

- 6.1. The Contractor warrants that he and his Sub-contractors are duly authorised to operate and do business in the country or countries in which this Contract is to be performed and that he and his Sub-contractors have obtained or will obtain all necessary licences and permits required in connection with the Contract. No claim for additional monies with respect to any costs or delay to obtain the authorisations to perform shall be made by the Contractor.
- 6.2. The Contractor acknowledges that he and his Sub-contractors are responsible during the performance of this Contract for ascertaining and complying with all applicable laws and regulations, including without limitation: labour standards, environmental laws, health and safety regulations and export controls laws and regulations in effect at the time of Contract signature or scheduled to go into effect during Contract performance. Failure to fully ascertain and comply with such laws, regulations or standards shall not be the basis for claims for change to the specifications, terms, conditions or monetary value of this Contract.

**7. FIRM FIXED PRICE CONTRACT**

- 7.1 This is a Firm Fixed Price Contract. The Firm Fixed Price of this Contract is as stated on the signature page of the Contract or any amendments thereto. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as may be authorised under certain provisions of this Contract.

**8. PERFORMANCE GUARANTEE**

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the



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Purchaser's account until the term of the Performance Guarantee has expired.

- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the provisions of the Contract regarding Termination for Default.
- 8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.
- 8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

**PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT**

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

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

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

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

Beneficiary: NCI Agency, Finance, Accounting & Operations  
Boulevard Leopold III, B-1110, Brussels  
Belgium

1. We hereby establish in your favour our irrevocable standby letter of credit number

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{number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of \_\_\_\_\_ We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between the NCI Agency (“NCIA and (NAME OF CONTRACTOR).

2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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

4. This Letter of Credit is effective the date hereof and shall expire at our office located at \_\_\_\_\_ (Bank Address) on \_\_\_\_\_. All demands for payment must be made prior to the expiry date.
5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond \_\_\_\_\_ (“Final Expiry Date”) without amendment.
6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.
7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

“The NCI Agency has been notified by {issuing bank} of its

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

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

8. The Beneficiary may not present the certificate described in paragraph 7 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.
9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

**9. PARTICIPATING COUNTRIES**

- 9.1 Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Contract Special Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.
- 9.2 Unless prior written authorisation of the Purchaser has been obtained, 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

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within a NATO Participating Country.

- 9.3 The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.
- 9.4 Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.
- 9.5 Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

**10. SUB-CONTRACTS**

- 10.1 The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 10.2 Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.
- 10.3 The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:
- 10.3.1 the Sub-contract was not part of the Contractor's original proposal;
- and
- 10.3.2 the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or
  - 10.3.3 the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.
- 10.4 The Contractor shall inform the Purchaser of any change in Sub-contractors for

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Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.

- 10.5 The Contractor shall submit a copy of any such proposed Sub-contract including prices when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.
- 10.6 The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

**11. SECURITY**

11.1 The Contractor 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 countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.

11.2 In particular the Contractor undertakes to:

11.2.1 appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;

11.2.2 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 classified information involved in the Contract is properly safeguarded;

11.2.3 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 him;

11.2.4 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 classified information;

11.2.5 maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;

11.2.6 deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;

- 11.2.7 limit the dissemination of NATO classified information to the smallest number of persons (“need to know basis”) as is consistent with the proper execution of the Contract;
- 11.2.8 comply with any request from the national security authority or designated security agency that persons entrusted with NATO 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 nations in which they may have access to classified information;
- 11.2.9 report to the national security authority or designated security agency any breaches, 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 classified material;
- 11.2.10 apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;
- 11.2.11 undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;
- 11.2.12 classify any produced document with the highest classification of the NATO classified information disclosed in that document.

**12. RELEASE OF INFORMATION**

- 12.1 Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11

Part III – Contract General Provisions (Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.

- 12.2 The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.
- 12.3 This provision shall remain in effect after the termination of the Contract and shall cease to apply to any particular piece of information once that information becomes public knowledge other than through an act, default or omission of the Contractor or its Sub-contractors.

13. **PURCHASER FURNISHED PROPERTY**

- 13.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. 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 the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).
- 13.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor 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 of the Contractor, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).
- 13.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.
- 13.4 Unless otherwise provided in this Contract, the Contractor, 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 Purchaser Furnished Property is consumed in the performance of this Contract.
- 13.5 Upon completion of this Contract, or at such earlier dates as may be

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specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.

- 13.6 The inventory shall note whether:
- 13.6.1 The property was consumed or incorporated in fabrication of final deliverable(s);
  - 13.6.2 The property was otherwise destroyed;
  - 13.6.3 The property remains in possession of the Contractor;
  - 13.6.4 The property was previously returned
- 13.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, 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 to the Purchaser in such other manner as the Purchaser may direct.
- 13.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.
- 13.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

14. **CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES**

- 14.1 The term "Purchaser Facilities" as used in this Clause shall be deemed to include sites, property, utilities, ships or vessels and the term "Facility Representative" shall be deemed to refer to the authority designated by the Purchaser responsible for the site, property, utility, ship or vessel.
- 14.2 The Facility Representative shall provide such available administrative and technical facilities for Contractor's personnel working at Purchaser's Facilities for the purpose of the Contract as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of Work. The Facility Representative shall also determine whether these facilities will be provided free of charge to the Contractor or determine what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays of said facilities, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.