

To: All Prospective Bidders

Subject: **Invitation For Bids – IFB-42530191-CUAS – Framework Contract for Counter–Unmanned Aircraft Systems (CUAS) Capabilities**

References: A. [General Bidding Instructions](#)
B. Notification of Intent, NCIA/ACQ/2025/07502

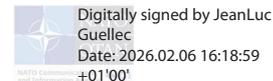
Dear Prospective Bidders,

1. The NATO Communications and Information Agency (NCIA) hereby invites your company to participate in a Invitation For Bids (hereafter referred to as the “Solicitation”), for **framework contracts** aimed at the provision of: **Counter–Unmanned Aircraft Systems (CUAS) Capabilities**.
2. A number of 9 CUAS capabilities categories and operational scenarios, have been identified for this solicitation. For each of the lots, combinations of these categories and operational scenarios two contracts will be awarded: one based on the best value (BV) and the second one on the lowest price technically compliant (LPTC) evaluation methodologies in accordance with the selection criteria set forth in the *Project-Specific Book I: Bidding Instructions for Best Value and for Lowest Price Technical Compliant*, summing up a total number of up to 18 Lots.
3. A bidder may submit bids and win multiple lots, though BV and/or LPTC competition. In the case of a bidder winning multiple Lots, a single contract will be awarded per bidder.
4. The bid closing date and time for this Solicitation is Monday, 30 March 2026 at **12:00 hours Central European Time (CET)**. Please ensure that your submission reaches the NCIA before this date and time, as late submissions may not be considered.
5. Enclosed with this cover letter is the Solicitation package that includes all relevant attachments necessary to prepare a bid:
 - 5.1. Book I: Bidding Instructions
 - a. General Bidding Instructions
 - b. Project-Specific Bidding Instructions Lowest Price Technical Compliant (LPTC) & Best Value (BV)
 - 5.2. Book II: Prospective Contract:
 - a. Part I: Schedule of Supplies and Services (Bidding Sheets (LPTC & BV))
 - b. Part II: Contract Special Provisions
 - c. Part III: Contract General Provisions
 - d. Part IV: Statement of Work with System Requirement Specification
6. The security classification of this Solicitation is NATO UNCLASSIFIED. This Solicitation remains the property of the NCIA and shall be protected in accordance with the applicable national security regulations.

7. You are requested to complete and return the enclosed acknowledgement of receipt within seven (7) calendar days from the date of this Solicitation, informing the NCIA of your company's intention to bid. Your company 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 the point of contact listed below via email.
8. Questions regarding this Solicitation shall be submitted using the dedicated Questions and Answer Form (Appendix B to the Project-Specific Book I) and in accordance with the Book I: Bidding Instructions.
9. The NCIA reserves the right to cancel, withdraw, or suspend this Solicitation at any time in its entirety without incurring any repercussions, or liabilities. The NCIA bears no liability for Solicitation preparation costs.
10. The reference for this Solicitation is IFB-42530191-CUAS, and all correspondence concerning this Solicitation shall reference this number.
11. The Point of Contact for this Solicitation is Radu Munteanu, NCIA Contracting Officer who may be reached at: IFB-42530191-CUAS@ncia.nato.int

For the Chief of Acquisition:

JeanLuc
Guellec



Jean-Luc Guellec
Principal Contracting Officer

Enclosures:

- Attachment A To IFB-42530191-CUAS: Acknowledgement of Receipt of Solicitation
- Attachment B to IFB-42530191-CUAS: Distribution List
- Attachment C to IFB-42530191-CUAS: Bidders List



**ATTACHMENT A.
ACKNOWLEDGEMENT OF RECEIPT OF SOLICITATION**

Please complete, sign and return by email (scanned to PDF) by **12:00 hours Central European Time (CET) on 2/13/2026**
to: IFB-42530191-CUAS@ncia.nato.int

We hereby advise that we have received Invitation For Bids IFB-42530191-CUAS on _____, together with all enclosures.

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.
DISTRIBUTION LIST - IFB-42530191-CUAS**

NATO Delegation (Attn: Infrastructure Adviser):

- | | | |
|-------------|---------------------|--------------------|
| 1. Albania | 12. Greece | 23. Poland |
| 2. Belgium | 13. Hungary | 24. Portugal |
| 3. Bulgaria | 14. Iceland | 25. Romania |
| 4. Canada | 15. Italy | 26. Slovakia |
| 5. Croatia | 16. Latvia | 27. Slovenia |
| 6. Czechia | 17. Lithuania | 28. Spain |
| 7. Denmark | 18. Luxembourg | 29. Sweden |
| 8. Estonia | 19. Montenegro | 30. Türkiye |
| 9. Finland | 20. Netherlands | 31. United Kingdom |
| 10. France | 21. North Macedonia | 32. United States |
| 11. Germany | 22. Norway | |

All NATEXs

**ATTACHMENT C.
FINAL BIDDER'S LIST - IFB-42530191-CUAS**

#	Country	Vendor
1	Belgium	COBBS BELUX
2	Belgium	PRICE WATERHOUSE COOPER (PWC)
3	Belgium	SYNTELLIGEN
4	Bulgaria	Samel-90
5	Canada	Integra Networks Corporation
6	Czech Republic	Dronetag
7	Czech Republic	JISR Institute
8	Denmark	MyDefence
9	Estonia	Defsecintel Solutions
10	Finland	Patria Aviation Oy
11	Finland	Sensofusion Oy
12	France	Alta Ares
13	France	ATDI
14	France	Cerbair
15	France	Cilas
16	France	CS Group
17	France	Harmatan AI
18	France	KNDS
19	France	MBDA France
20	France	MC2 Technologies
21	France	Naval Group
22	France	Nuances Technologies
23	France	Safran Eletronics et Defense
24	France	Thales LAS
25	France	TRUSTCOMS
26	Germany	Alpine Eagle GMBH
27	Germany	ESG Elektroniksystem- und Logistik- GmbH
28	Germany	HP Marketing
29	Germany	MBDA Deutschland GmbH
30	Germany	Project Q GmbH
31	Germany	Securiton GmbH
32	Germany	TYTAN Technologies GmbH
33	Greece	Delian Alliance Industries
34	Hungary	HM EI Zrt.
35	Italy	Elettronica SpA
36	Italy	Leonardo SPA
37	Italy	MBDA ITALIA S.p.A
38	Italy	TEKNE SPA
39	Latvia	Severcap
40	Lithuania	NT SERVICE
41	Netherlands	Avalor AI B.V. (Intelic)
42	Netherlands	BSS Holland BV
43	Netherlands	Destinus NL B.V.
44	Netherlands	Network Innovations B.V.
45	Norway	Squarehead Technology AS

46	Spain	EM&E GROUP (Escribano Mechanical & Engineer S.L.U.)
47	Sweden	Saab AB
48	The Netherlands	Robin Radar Systems B.V.
49	Turkey	Infodif Yazilim Bilisim Teknolojileri Sanayi
50	Turkey	Makine ve Kimya Endiistrisi
51	Turkey	Profen Teknoloji
52	Turkey	Tubitak Bilgem
53	Turkiye	ASELSAN Elektronik ve Sanayi
54	Turkiye	Bogazici Savunma Teknolojileri
55	Turkiye	Ekinoks Yaz1hm Donamm
56	Turkiye	Meteksan Savunma Sanayi
57	United Kingdom	BAE Systems Digital Intelligence
58	United Kingdom	Blighter Surveillance Systems Limited
59	United Kingdom	BT Drone Solutions
60	United Kingdom	Chess Dynamics Ltd
61	United Kingdom	D-Fend Solutions AD UK Ltd
62	United Kingdom	ELBIT SYSTEMS LIMITED
63	United Kingdom	Enterprise Control Systems Ltd
64	United Kingdom	Kirintec
65	United Kingdom	Leonardo Electronics
66	United Kingdom	LiveLink Aerospace Limited
67	United Kingdom	Marine & Remote Sensing Solutions MARSS
68	United Kingdom	MBDA UK LIMITED
69	United Kingdom	METREA MISSION DATA LTD
70	United Kingdom	MOOG CONTROLS LIMITED
71	United Kingdom	OPENWORKS ENGINEERING LTD
72	United Kingdom	Operational Solutions Ltd
73	United Kingdom	PICT VENTURES LIMITED
74	United Kingdom	QinetiQ Limited
75	United Kingdom	STEELROCK TECHNOLOGIES LIMITED
76	USA	Allen Control Systems
77	USA	Anduril Industries
78	Latvia	Origin Robotics
79	USA	Boeing
80	USA	Booz Allen Hamilton
81	USA	Dedrone Defense, Inc.
82	USA	Digital Force Technologies
83	USA	EOS Defense Systems USA, Inc.
84	USA	Fortem Technologies, Inc.
85	USA	Geospatial Consulting Group International, LLC
86	USA	Leidos, Inc.
87	USA	Northrop Grumman Systems
88	USA	RADA Technologies, LLC
89	USA	Sentry View Systems Inc
90	USA	Sierra Nevada Company, LLC.
91	USA	SRC Inc.
92	USA	Lockheed Martin Corporation

IFB-42530191-CUAS
INVITATION FOR BID



FRAMEWORK CONTRACT FOR COUNTER-UNMANNED AIRCRAFT SYSTEMS (CUAS)
CAPABILITIES

Book I
PROJECT-SPECIFIC BIDDING INSTRUCTIONS

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SECTION 1 INTRODUCTION

1.1 Incorporation of General Bidding Instructions

- 1.1.1 These project-specific bidding instructions, hereinafter referred to as “*Project-Specific Book I*”, provide guidance tailored to IFB-42530191-CUAS, hereinafter referred to as the “Solicitation”.
- 1.1.2 In addition to the instructions contained in this *Project-Specific Book I*, Bidders shall refer to the *General Bidding Instructions*, which provide standard guidelines and procedures applicable to all procurement processes conducted by the NATO Communications and Information Agency (NCIA). These instructions are consistent across all projects and are publicly available on the NCIA’s website for reference at any time.
- 1.1.3 In the event of any discrepancies between the *General Bidding Instructions* and the *Project-Specific Book I*, the terms outlined in this *Project-Specific Book I* shall prevail. This ensures that Bidders adhere to the unique needs and requirements of each individual procurement.
- 1.1.4 The *General Bidding Instructions* are located in the “Business > Procurement > Documents and Resources > [Terms and Conditions](#)” section of the NCIA website. For convenience, a direct download link is provided [here](#).

1.2 Scope of Work

- 1.2.1 The scope of work is to establish up to 9 (LPTC) and up to 9 (BV) Indefinite Delivery Indefinite Quantity (IDIQ) contract(s) for the provision of CUAS Capabilities for a base performance period of 12 months, during which Orders can be raised.
- 1.2.2 Orders against these framework contracts can be either “buy” or “lease”. The buy request shall include the delivery of the equipment, testing, installation, training and a one-year warranty period between the Provisional System Acceptance (PSA) and Final System Acceptance (FSA), with 3 times 12-month support period(s). The lease approach will have a total period of capability use of 4 years with the Option to extend for a 12-month period.
- 1.2.3 Three CUAS Capabilities categories (static, transportable and on-the-move) have been identified for the scope of this competition. For these categories, four different operational scenarios have been defined as well: point defense, area defense, border protection and convoy protection. Where the *point defense* and *area defense* scenario are applicable for all categories. The *border defense* scenario is applicable for the *static* and *transportable* scenario and the *convoy protection* scenario for the on the move category. For each Lot, combination of CUAS category and operational scenario, two framework contracts will be signed: one Best Value (BV) and one Lowest Price Technically Compliant (LPTC).
- 1.2.4 The following scope will be covered by the resulting contract(s), referred hereafter as **Lot(s)**:
- A. CUAS Static Capabilities for Point Defense, BV
 - B. CUAS Static Capabilities for Area Defense, BV

- C. CUAS Static Capabilities for Border Protection, BV
- D. CUAS Transportable Capabilities for Point Defense, BV
- E. CUAS Transportable Capabilities for Area Defense, BV
- F. CUAS Transportable Capabilities for Border Protection, BV.
- G. CUAS On-The-Move Capabilities for Point Defense, BV
- H. CUAS On-The-Move Capabilities for Area Defense, BV
- I. CUAS On-The-Move Capabilities for Convoy Protection, BV
- J. CUAS Static Capabilities for Point Defense, LPTC
- K. CUAS Static Capabilities for Area Defense, LPTC
- L. CUAS Static Capabilities for Border Protection, LPTC
- M. CUAS Transportable Capabilities for Point Defense, LPTC
- N. CUAS Transportable Capabilities for Area Defense, LPTC
- O. CUAS Transportable Capabilities for Border Protection, LPTC
- P. CUAS On-The-Move Capabilities for Point Defense, LPTC
- Q. CUAS On-The-Move Capabilities for Area Defense, LPTC
- R. CUAS On-The-Move Capabilities for Convoy Protection, LPTC

- 1.2.5 The items and devices that constitute the scope of the different Lots are listed in the Statement of Work (SOW).
- 1.2.6 Without prejudice to any of the terms of this Solicitation, any IDIQ contract(s) awarded as a result of this Solicitation shall not be regarded as a promise on the part of the Purchaser with regards to the placement of any orders. Orders will be awarded solely on the basis of the actual need of the Purchaser during the course of the contract's performance validity period.
- 1.2.7 Quantities indicated in the Bidding Sheet shall not be construed to represent an obligation on the part of the purchaser with respect to orders to be placed during the contract's performance period and shall solely be regarded as values which will be referred to for the purpose of the evaluation of the bids as detailed in SECTION 4 of this Solicitation.
- 1.2.8 The Bidder may bid on one or more Lots. The administrative and price volumes (bidding sheets) are common for all these Lots but the technical volumes shall be provided separately.
- 1.2.9 All of the technical details and requirements of the project are explained in Book II, Part IV, SOW and the SOW annexes.

1.3 Overview of the Prospective Contract

- 1.3.1 The prospective contract (Book II) requires the successful Bidder to perform the requirements as described in the *Project-Specific Book I*. The successful Bidder shall perform all activities required per Book II, Part IV (SOW) and its annexes.
- 1.3.2 The contract(s) resulting from the solicitation shall be awarded to the successful Bidder(s) on the basis of the evaluation method and type of contract indicated in the *Project-Specific Book I*.
- 1.3.3 The prospective contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

1.4 Solicitation Participation Requirements

1.4.1 This Solicitation is open only to Bidders from any of the 32 NATO member nations, namely those listed in Section 2.1.5 below (in alphabetical order).

1.5 Security

1.5.1 The overall security classification of this Solicitation is NATO UNCLASSIFIED.

1.6 Bidders Conference and Site Visit

1.6.1 Prospective Bidders are invited to a Bidders conference that will be held online, tentatively scheduled on 26 February 2026 15:00 hrs CET. The technical and logistical details of the Bidders conference will be provided at least seven (7) calendar days prior to the Bidders conference.

1.6.2 For this Solicitation, no site visit will be held.

1.6.3 All necessary information is provided in the Solicitation documents, and any additional questions may be submitted in writing as per the instructions outlined in Section 2.5 of the *General Bidding Instructions*.

END OF SECTION 1

SECTION 2 GENERAL BIDDING INFORMATION

2.1 Solicitation Details

	Topic:	Details:	General Bidding Instructions Reference:
1.	Evaluation Methods	Best Value and Lowest Price Technically Compliant	1.2.2, 1.3.1.1, 1.3.1.2, 1.4, 4.2.1
2.	Contract Type	Indefinite Delivery Indefinite Quantity (IDIQ), awarded on a Fixed-Price with Economic Price Adjustment (FP-EPA) basis	1.2.2, 3.6.3.8
3.	Solicitation Point of Contact (PoC)	Radu Munteanu	1.6.4, 2.3.4.1, 2.5.1, 2.6, 2.7.2, 2.12.3
4.	Bidding Email Address	IFB-42530191-CUAS@ncia.nato.int	1.6.5, 2.3.3.1.2, 2.6.2, 2.7.2, 3.3.5.1
5.	Participating Countries	Albania, Belgium, Bulgaria, Canada, Croatia, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Türkiye, United Kingdom, and United States	1.3.1.3, 1.3.2.2, 1.3.2.3, 2.1.1.9, 2.2.1
6.	Bid Validity	twelve (12) months	2.13
7.	Multiple Lots	Bidding on multiple Lots is permitted for this Solicitation.	3.1.5, 4.1.1
8.	Alternate Items	Alternate items are permitted for this Solicitation.	3.2
9.	Partial Bidding	This Solicitation exceptionally permits partial bids under the circumstances provided in Section 3.1.1.	n/a
10.	Oral Presentation	An oral presentation will not be required for this Solicitation.	2.9
11.	Technical Demo	A technical demonstration will not be required for this Solicitation.	2.9
12.	Anticipated Effective Date of Contract (EDC)	EDC aligns with Contract Signature Date	1.10

2.2 Bid Delivery and Bid Closing

2.2.1 The closing date and time for the electronic submission of bids in response to this Solicitation is **30 March 2026, 12:00 hours Central European Time (CET)** and is herein referred to as the “Bid Closing Date”.

2.2.2 Bids shall be submitted to the bidding email address listed in Section 2.1.

2.3 Purchaser’s Point of Contact

2.3.1 The Purchaser Point of Contact (PoC) for all information concerning this Solicitation is the Contracting Officer listed in Section 2.1.

2.3.2 All correspondence related to this Solicitation, including the actual bid submission, shall

be sent to the email address specified in Section 2.1.

2.4 Bid Validity

2.4.1 Bidders shall be bound by the term of their bids for the validity period listed in Section 2.1, starting from the Bid Closing Date.

2.5 Performance Guarantee

2.5.1 No Performance Guarantee is required for this procurement under the Framework Contract. However, the Contracting Authority reserves the right to require a Performance Guarantee at the Order stage for procurements exceeding EUR 10,000,000.

END OF SECTION 2

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1 General

- 3.1.1** The requirements under this Solicitation are divided into 9 LPTC Lots and 9 BV Lots. Bidders may, at their own discretion, choose to bid on a single Lot or multiple Lots, provided that there is no partial bid within a single Lot. Prices for the Buy alternative and Lease alternative shall be provided within the Lot being bid on.
- 3.1.2** One contract per all won Lots will be awarded in the case when one bidder wins on multiple Lots (combination of categories and scenarios).
- 3.1.3** Bidders shall note that any prospective contract will be Firm Fixed-Price for all Evaluated CLINs except for Fixed-Price with Economic Price Adjustment (FP-EPA) for Year 3 and Year 4 of CLINs (O&M) in the case of “Buy” and for the Year 3 and Year 4 in the case of “Lease”. All quantities included in the bidding sheets are for evaluation purposes only. The Firm Fixed-Prices will be those filled in by the bidder under the column “Firm Fixed Unit Price (CLIN SUMMARY – LP _ column J) of the bidding sheets.

3.2 File Naming Convention

#	Bidding Volume:	Naming Convention:
1.	Volume 1 – Administration:	IFB-42530191-CUAS-Company Name–Vol 1–Admin
2.	Volume 2 per Lot – Technical:	IFB-42530191-CUAS-LOT-X-Company Name–Vol 2–Tech
3.	Volume 3 – Price:	IFB-42530191-CUAS-Company Name–Vol 3–Price

- 3.2.1** Where **LOT-X** refers to the combinations defined at paragraph 1.2.4. For example, **LOT-A** refers to “*CUAS Static Capabilities for Point Defense, Best Value*”, as per paragraph 1.2.4.
- 3.2.2** When a bidder competes for multiple Lots, a single “Volume 1 – Administration” and a single a single “Volume 3 – Price” will have to be submitted. Only “Volume 2 per Lot – Technical:” will have to be submitted separately per Lot.

3.3 Bidder’s Checklist

- 3.3.1** The tables below provide an overview of all items to be delivered by the Bidder as part of this bid. Bidders are invited to use these tables to verify the completeness of their bid.

3.3.1.1 Volume 1: Administration

- 3.3.1.1.1** The Volume 1 of the Package shall include the certificates set forth in the following table:

#	Item	Quantity and Format	General Bidding Instructions Reference
1	Appendix A.1: Certificate of Legal Name of Bidder	1 (merged) PDF with all Appendices listed in this table	-
2	Appendix A.2: Acknowledgement of Receipt of Solicitations Amendments		2.11.3
3	Appendix A.3: Certificate of Independent Determination		-
4	Appendix A.4: Certificate of Origin of Supplies and Services		2.2.5
5	Appendix A.5: Disclosure of Involvement of Former NCIA Employment		-
6	Appendix A.6: Declaration of Use of Artificial Intelligence		-
7	Appendix A.7: Disclosure of Requirements for NCIA Execution of Supplemental Agreements		2.16.1
8	Appendix A.8: List of Proposed Key Personnel		-
9	Appendix A.9: List of Prospective Subcontractors/Consortium Members		-
10	Appendix A.10: Bidder Background IPR		2.17.3
11	Appendix A.11: Self-Attestation - Compliance with Safeguarding NATO Information Controls		-
12	Appendix A.12: Self-Attestation - Vendor Supply Chain Security		-

3.3.1.2 Volume 2: Technical

3.3.1.2.1 The technical proposal should cover the following Level-2 evaluation criteria (composite scores):

- 3.3.1.2.1.1** Technical Approach,
- 3.3.1.2.1.2** Credibility of Solution, and
- 3.3.1.2.1.3** Supportability.

3.3.1.2.2 A Technical Performance Matrix (TPM) should be included in the proposal to facilitate the evaluation process by responding to all lower level sub-criteria, to be individually scored by the evaluation team.

The Volume 2 of the Package shall include technical information organised on the items listed in the following table:

#	Item	Bid Submission & Presentation Format	Quantity and Format	Maximum Page Limit	Requirements and Evaluation Criteria (Solicitation Reference)
1	Table of Contents	Written Only	1 PDF file	2	n/a
2	Technical Approach	Written Only	1 PDF file	10	3.3.1.2.3
3	Credibility of the Solution	Written Only	1 PDF file	3	3.3.1.2.4
4	Supportability	Written Only	1 PDF file	3	3.3.1.2.5
5	Technical Performance Matrix	Written Only	1 Excel file	2	3.3.1.2.6
Total Maximum Page Limit for Volume 2:				20	

3.3.1.2.3 Technical Approach

3.3.1.2.3.1 The technical approach shall provide sufficient information to evaluate the Bidder’s ability to deliver an integrated, effective, and operationally credible Counter-UAS solution.

3.3.1.2.3.2 The description shall consider how well the proposed system performs across the full counter-UAS kill chain, from detection and tracking through identification, engagement, and command and control, while meeting operational, safety, and scalability requirements.

3.3.1.2.3.3 This description shall complement the details provided in the Technical Performance Matrix clarifying measurable performance, robustness across threat types, and coherence of the overall system architecture.

3.3.1.2.3.4 The technical approach evaluation sub-criteria (level 3 sub-criteria) (in descending order of importance, composite scores) are:

- 3.3.1.2.3.4.1** Sensors (Detect, Track, Identify - DTI),
- 3.3.1.2.3.4.2** Effectors,
- 3.3.1.2.3.4.3** Command and Control (C2),

- 3.3.1.2.3.4.4 Interoperability with other systems, and
- 3.3.1.2.3.4.5 Modularity/Scalability.
- 3.3.1.2.3.5 As part of the bid, the Bidder shall:
 - 3.3.1.2.3.5.1 Demonstrate how the capability will meet the requirements in the SOW Annex A (System Requirements Specification – SRS). This should support the responses provided in the bidding sheets regarding technical requirements.
 - 3.3.1.2.3.5.2 List all relevant technical parameters of the system and include a functional network diagram of all major hardware and software types and indicate the type of hardware included and the quantities thereof.
 - 3.3.1.2.3.5.3 State the name and manufacturer of all proposed COTS components, including the versions and models. It shall explain how each proposed equipment component meets the COTS requirements within the SOW (including Annex A - SRS).
 - 3.3.1.2.3.5.4 Include their approach to addressing dynamic scaling of the implemented solution (i.e.: increases in resource capacity) at any given time in accordance with the SOW.
 - 3.3.1.2.3.6 Level 4 and Level-5 sub-criteria applicable to the technical approach are included in the Technical Performance Matrix excel template to be filled out by the bidder as part of the submission.
 - 3.3.1.2.3.7 **Sensors (Detect, Track, Identify - DTI),**
 - 3.3.1.2.3.7.1 The Bidder shall describe the proposed sensor subsystem and its role in providing Detect, Track, and Identify (DTI) functionality for counter-UAS operations.
 - 3.3.1.2.3.7.2 The description shall explain how the sensor subsystem achieves the stated detection, tracking, and identification performance across representative threat types and operational conditions.
 - 3.3.1.2.3.7.3 The Bidder shall describe how sensor outputs support reliable downstream tracking, identification, and engagement decisions within the overall system.
 - 3.3.1.2.3.7.4 The description shall be consistent with, and traceable to, the quantitative performance data provided in the Technical Performance Matrix.
 - 3.3.1.2.3.7.5 The Bidder shall provide the relevant ranges and coverage volume where the proposed solution achieves reliable detection of representative UAS threats.
 - 3.3.1.2.3.7.6 The description shall address how detection performance is maintained while controlling false alarms and ensuring operational usability.
 - 3.3.1.2.3.7.7 The Bidder shall describe how the proposed system maintains continuous, accurate, and unambiguous tracks of detected objects over time.
 - 3.3.1.2.3.7.8 The description shall explain how multi-tracking is performed in case of multiple

sensors, such that duplicated tracks are avoided, track accuracy is improved and the track metadata is enhanced.

3.3.1.2.3.7.9 The Bidder shall describe the identification and classification capabilities of the proposed system and their role in threat discrimination and decision-making.

3.3.1.2.3.7.10 The description shall explain how confidence in identification and classification results is achieved and conveyed to the operator or automated decision logic.

3.3.1.2.3.8 Effectors

3.3.1.2.3.8.1 The Bidder shall describe the effector capabilities proposed to neutralize identified UAS threats, including their operational roles within the system.

3.3.1.2.3.8.2 The description shall explain how effectors are tasked, employed, and coordinated following detection, tracking, and identification.

3.3.1.2.3.8.3 The Bidder shall describe how the proposed solution addresses multiple or simultaneous threats while managing safety, collateral risk, and engagement cost considerations.

3.3.1.2.3.9 Command and Control

3.3.1.2.3.9.1 The Bidder shall describe the Command and Control (C2) architecture used to integrate sensors, effectors, and operator functions.

3.3.1.2.3.9.2 The description shall explain the level of automation supported by the system and the role of the operator in detection, decision-making, and engagement.

3.3.1.2.3.9.3 The Bidder shall describe how the C2 system enables timely sensor-to-shooter workflows and effective management of operational workload.

3.3.1.2.3.10 Interoperability with other systems.

3.3.1.2.3.10.1 The Bidder shall describe how the proposed system interoperates with external systems.

3.3.1.2.3.10.2 The description shall identify the standards and interfaces supported and explain how interoperability is achieved while maintaining system performance or security.

3.3.1.2.3.11 Modularity/Scalability

3.3.1.2.3.12 The Bidder shall describe the modular structure of the proposed system and how system components can be added, removed, or replaced.

3.3.1.2.3.13 The description shall explain how the system can be scaled to support different operational sizes, configurations, and threat densities while maintaining performance and manageability.

3.3.1.2.4 Credibility of the Solution

3.3.1.2.4.1 The credibility of the solution will be evaluated by using the following level 3

sub-criteria) (in descending order of importance, composite score):

3.3.1.2.4.1.1 Corporate Experience,

3.3.1.2.4.1.2 Number of systems/months in active service.

3.3.1.2.4.2 Corporate Experience

3.3.1.2.4.2.1 The Bidder shall prepare and submit three (3) Corporate Experience Reference (CER) forms, attached hereto as Appendix D, to summarize ongoing or past work performed that is relevant to this Solicitation.

3.3.1.2.4.2.2 Such CER forms require Bidders to:

3.3.1.2.4.2.2.1 Provide a summary description of contract work, for each cited reference.

3.3.1.2.4.2.2.2 Explain the relevance of each cited reference with respect to this Project-Specific Book I.

3.3.1.2.4.2.2.3 Submit referenced work that has occurred within at least the past six (6) years of bid submission, with a performance duration of at least six (6) months, to be considered recent and, therefore, fit for evaluation.

3.3.1.2.4.2.2.4 The Bidder shall cite at least one (1) reference of experience for which the Bidder, whether as a prime contractor or a subcontractor, has delivered the same as, or substantially similar to, this solicited requirements.

3.3.1.2.4.2.2.5 If the Bidder includes the use of subcontractors in its bid, then the Bidder shall provide no more than one (1) recent and relevant completed CER form for any subcontractor which is anticipated to provide a critical portion of the effort required.

3.3.1.2.4.2.3 Each CER will address recency and relevancy evaluation factors as described in Section 4.4.1.4 of the *General Bidding Instructions*.

3.3.1.2.4.2.4 The Bidder shall specify which portion of each referenced experience is relevant to these solicited requirements (i.e.: CER Section 2) in relation to the following aspects:

3.3.1.2.4.2.4.1 Deployment of CUAS capabilities into operations,

3.3.1.2.4.2.4.2 Maintenance of CUAS capabilities into operations.

3.3.1.2.4.2.5 In addition to the completion and submission of the CER form, the Bidder shall forward the Contractor Performance Questionnaire (CPQ) to their referenced points of contact (POCs) to complete and submit directly to the Purchaser.

3.3.1.2.4.2.6 Bidders are encouraged to make each referenced point of contact (POC) aware of this process as early as possible and ensure referenced POCs provide the Purchaser with the completed CPQ by **no later than bid closing date**.

3.3.1.2.4.2.7 NOTE: It is the responsibility of the Bidder to ensure their customer submits the CPQ assessment to the Purchaser on time.

- 3.3.1.2.4.2.8** The Bidder shall not complete any section of the CPQ, except Section I as highlighted in the CPQ.
- 3.3.1.2.4.2.9** Per the CPQ cover letter, referenced Points of Contact (POCs) will be directed to complete and forward CPQ forms directly to the Purchaser, by the bid closing date.
- 3.3.1.2.4.2.10** The CPQ shall be sent, from the Bidder's referenced POC, to the Bidding Email Address specified in Section 2.1.
- 3.3.1.2.4.2.11** See paragraph 4.4.1.4.4 of the General Bidding Instructions, in the event that the Bidder has no relevant Corporate Experience or no CPQ is submitted for respective bids.
- 3.3.1.2.4.3** Number of systems/months in active service
- 3.3.1.2.4.3.1** As part of the Bid, the Bidder shall state how many systems (similar to those proposed in the bid) have been delivered to end users and placed into active operational service, and for how long each system has been in service.
- 3.3.1.2.4.3.1.1.1** The Bidder shall specify the cumulative duration of active service, expressed in months, for all delivered systems comparable to the proposed solution.
- 3.3.1.2.4.3.2** The Bidder shall identify whether the stated systems were deployed in operational environments, as opposed to demonstration, trial, or test activities.
- 3.3.1.2.4.3.3** The Bidder shall indicate whether the stated systems are currently in active service, have been withdrawn from service, or have been upgraded or replaced, including the dates of such changes.
- 3.3.1.2.4.3.4** The Bidder shall describe the degree of similarity between the systems previously delivered and the system proposed in the bid, including any differences that may affect operational maturity.
- 3.3.1.2.4.3.5** Only systems delivered to external customers and accepted into operational service shall be counted toward the number of systems and months in active service.
- 3.3.1.2.5 Supportability**
- 3.3.1.2.5.1** As part of the bid, the Bidder shall:
- 3.3.1.2.5.1.1** Demonstrate how the supportability capability will meet the requirements in the SOW Annex A (System Requirements Specification – SRS). This should support the responses provided in the bidding sheets regarding supportability requirements.
- 3.3.1.2.5.1.2** List all relevant Supportability parameters of the system and include a Reliability Block Diagram of the system and subsystems.
- 3.3.1.2.5.1.3** Provide the As-Is Technical Manuals or in alternative a technical manual/publication sample in order to demonstrate the current maturity of

documentation and/or how the documentation will be adapted to meet the requirements in the SOW section 5.10.

3.3.1.2.5.1.4 Provide a training syllabus to show the approach will be used to meet the requirements in the SOW section 5.11.

3.3.1.2.5.2 The SOW and SRS provide the basis of the prospective contracts. In the selection process only a subset of the requirements included in the will be evaluated. Some of these requirements have been grouped under a single evaluation criteria.

3.3.1.2.5.3 The Supportability Evaluation sub-criteria are (in descending order of importance):

3.3.1.2.5.3.1 Reliability, Maintainability and Testability (RM&T),

3.3.1.2.5.3.2 Documentation and Training.

3.3.1.2.6 Technical Performance Matrix (TPM)

3.3.1.2.6.1 The SOW and SRS provide the basis of the prospective contracts. In the selection process the majority of requirements included in SOW and SRS are grouped in a subset of the requirements included in the Technical Performance Matrix to facilitate the evaluation process.

3.3.1.2.6.2 An excel template is included in the solicitation package to support the provision of key technical performance parameters, which will be used in the evaluation process.

3.3.1.2.6.3 The bidder shall fill out this matrix with the key parameters required and provide a reference to the Technical proposal where these parameters are addressed.

3.3.1.2.6.4 Instructions on how to fill out the TPM are included in the excel template included in the solicitation package.

3.3.1.3 Volume 3: Price

#	Item	Quantity and Format	General Bidding Instructions Reference
1	Bidding Sheet	1 completed Microsoft Excel file	4.5
2	Offer Summary (i.e. Tab 1 of the Bidding Sheet)	1 PDF file	n/a

3.3.1.3.1 The Bidder shall provide all price information inside of the Bidding Sheet excel template included in the Invitation for Bidding (IFB) package. Detailed instructions on how to fill out the bidding sheets are included in this template.

3.3.1.3.2 Bidders shall **not** include any estimated travel-related and equipment-transportation-related costs in their financial proposal / Bidding Sheets. Any travel or transportation that may be required for performance of the Contract will be agreed as part of the Purchase Order process, and will be covered in accordance with applicable NATO regulations and NATO TDY daily subsistence and accommodation rates in force at the time of travel. The Contractor shall be entitled



only to reimbursement of actual, reasonable and properly documented travel costs, up to the ceilings established by those NATO TDY rates.

END OF SECTION 3

SECTION 4 LPTC BID EVALUATION AND CONTRACT AWARD

4.1 General

4.1.1 The bid shall be evaluated in accordance with the four (4) **Lowest Price Technically Compliant (LPTC)** evaluation steps outlined in paragraphs 4.3 through 4.6 of the *General Bidding Instructions*.

4.1.1.1 **Step 1: Administrative Compliance-** A bid declared non-compliant at this step will not be further evaluated.

4.1.1.2 **Step 2: Price Evaluation**

4.1.1.3 **Step 3: Technical Evaluation**

4.1.1.4 **Step 4: Determination of Apparent Successful Bidder**

4.2 Price Evaluation

4.2.1 The price comparison will be based on the offered total price as submitted in Volume 3 (Price). The price comparison will be the total weighted **price of a Lot** = 60% BUY + 40% LEASE, and this will be used for evaluation purposes only and done per each Lot, independently.

4.3 Technical Evaluation

4.3.1 The Technical Evaluation Criteria (Level 2) is as follows:

4.3.2 Technical Approach,

4.3.3 Credibility of Solution,

4.3.4 Supportability.

4.3.4.1 The LPTC evaluation will follow the general principles outlined in section 4.4.2 of the *General Bidding Instructions*.

4.3.4.2 Upon determination of the lowest priced bid (Evaluation Step 2: Price Evaluation), Volume 2 (Technical) will be evaluated to confirm compliance with the technical criteria outlined in the **Technical Performance Matrix**. These criteria are listed in the table below for convenience.

Criteria	Direction	Min value (lowest compliant)
Technical (LEVEL 1)		
Technical Approach (LEVEL 2)		
Sensors (LEVEL 3)		
Detection (LEVEL 4)		
Detection Range of DJI Mavic 2 like (RF emitting), for a Pd=0.9 and Pfa=10 ⁻⁵ , (expressed in Km)	higher	2
Detection Range of FO FPV like (Non RF Emitting), for a Pd=0.9 and Pfa=10 ⁻⁵ , (expressed in Km)	higher	1

Detection Range of SHAHED like (Non RF Emitting), for a Pd=0.9 and Pfa=10 ⁻⁵ , (expressed in Km)	higher	5
Instrumented Range (expressed in Km)	higher	5
Elevation coverage (expressed in degrees from horizontal)	higher	60
Tracking		
Track coverage/completeness (Fraction of true objects being tracked)	higher	0.7
Track spuriousness/false tracks (Fraction of tracks that are unassigned to a true object)	lower	0.7
Track continuity (normalized ratio) (Rate of number of track changes per truth)	higher	0.5
Localization accuracy - RMSE (average accuracy) (expressed in m)	lower	30
Localization accuracy - 95th-percentile error (near-worst-case accuracy) (expressed in m)	lower	100
Identification, Classification		
Identification method (provides a unique identification of the object, drone serial number - cyber)	mapped	must have
Classification method (RF, EO/IR, Radar, Audio, other - place the object in a class)	mapped	must have
Probability of correct identification (serial number of the drone) (float)	higher	0.5
Probability of correct classification (float)	higher	0.7
Effectors		
Engagement Method (jamming, spoofing, cyber, net, intercept, ballistic, other)	mapped	must have
Maximum Engagement Range for a probability of success of 0.9 (Km)	higher	0.5
Probability of successful threat neutralization (threat cannot enter/reach protected area/asset)	higher	0.7
Collateral engagement risk (Low / Medium / High)	mapped	high
Maximum number of simultaneous threats (from all directions) that can be neutralised	higher	3
Engagement Cost per threat (EUR)	lower	20000
Command and Control		
Fusion of sensor data (all data fused, partial fusion, no fusion)	mapped	no fusion
Automation level (manual: human-in-the-loop, semi-automated: human-on-the-loop, automated: human-out-of-the-loop)	mapped	manual
Sensors and Effectors control (sensor-to-shooter)	mapped	must have
Size and diversity of the library database (number of drones)	higher	50

Interoperability with other systems		
Standards implemented (e.g. SAPIENT, L16, Asterix)	mapped	must have
Open interfaces (API, Web Services and GIS)	mapped	must have
Modularity/Scalability		
Modularity Level (monolithic, sensor/effector subsystem, components level)	mapped	monolithic
Scalability Rate (number of sensors and effectors)	higher	2
Credibility of the Solution		
Technical & Operational Credibility		
Corporate Experience	mapped	must have
Number of system/months in active service (deployed and operated outside factory or test environment for ≥30 days)	higher	6
Delivery Readiness		
Time to deploy a standard system from contract signature to operational readiness (days)	lower	365
Personnel requirements for operation and maintenance (operators, maintainers, training duration)	lower	10
Production Capacity		
Nominal production time per system (steady-state)	lower	12
Sustained production capacity (systems/month)	higher	0.8
Supportability		
Reliability, Maintainability and Testability (RM&T)		
<u>Reliability</u>		
MTBF (h)	higher	1500
MTBCF (h)	higher	3000
<u>Maintainability</u>		
MTTR (minutes)	lower	240
MTTRS (minutes)	lower	180
<u>Testability</u>		
Fault Detection (FD%)	higher	0.95
Fault Isolation (FI%)	higher	0.9
Product Supportability		
Preventive Maintenance Downtime (h/year)	lower	25.5
Documentation & Training		
Technical Manuals approach	mapped	must have
Training Materials	mapped	must have

4.3.4.3 The purpose of the technical evaluation is to assess whether the bid will satisfy NCIA's minimum requirements. The data provided by the Bidder in the Technical Performance Matrix (column B – “Value to be entered by the Bidder”) shall be better than the minimum compliance threshold provided in the Technical Performance Matrix (column H – “Min value (lowest compliant)”). Column I, “Max value (best expected)” in the TPM is not used in the LPTC evaluation.

4.3.4.4 The scoring of a technical bid using the LPTC methodology will utilize the rating scheme illustrated in Table 5. Of the General Bidding Instructions:

4.3.4.4.1 Compliant - Bid clearly meets the minimum requirements of the solicitation.

4.3.4.4.2 Non-Compliant - Bid does not clearly meet the minimum requirements of the solicitation.

SECTION 5 BV BID EVALUATION AND CONTRACT AWARD

5.1 General

5.1.1 The bid shall be evaluated in accordance with the four (4) **Best Value** evaluation steps outlined in paragraphs 4.3 through 4.6 of the *General Bidding Instructions*.

5.1.1.1 Step 1: Administrative Compliance - A bid declared non-compliant at this step will not be further evaluated.

5.1.1.2 Step 2: Technical Evaluation

5.1.1.3 Step 3: Price Evaluation

5.1.1.4 Step 4: Determination of Apparent Successful Bidder

5.1.1.5 Price and Technical evaluation will be done in parallel, but Price evaluation will be done only after Technical evaluation is completed and technically non-compliant bids excluded from the Price evaluation.

5.2 Technical Evaluation

5.2.1 The Technical Evaluation Criteria is as follows:

5.2.1.1 Level 1 Criteria and Weightings: 90% Technical / 10% Price.

5.2.1.2 Level 2 Sub-Criteria and Weightings:

5.2.1.2.1 Technical Approach: 50% based on level 3 sub-criteria listed in 3.3.1.2.3.

5.2.1.2.2 Credibility of Solution: 25% based on the referenced corporate experience from the Bidder, in accordance with 3.3.1.2.4.

5.2.1.2.3 Supportability: 25% based on level 3 sub-criteria listed in 3.3.1.2.5.

5.2.2 Technical Evaluation

5.2.2.1 Level 2 sub-criteria, listed in 5.2.1.2, will be evaluated as follows:

5.2.2.1.1 Technical Approach

5.2.2.1.1.1 The Purchaser will review the Bidder's Technical Approach submissions, as instructed in 3.3.1.2.3.

5.2.2.1.1.2 The Purchaser will evaluate the Bidder's Technical Approach against all level 3 sub-criteria provided in 3.3.1.2.3.4.

5.2.2.1.1.3 The Purchaser will assign an unweighted score to each level 3 sub-criteria, in accordance with the Bid Approach Ratings listed in Table 1 in the *General Bidding Instructions*, based on its evaluation.

5.2.2.1.2 Corporate Experience

5.2.2.1.2.1 The Purchaser will evaluate the Bidder's Corporate Experience in accordance with the aspects listed in Section 4.4.1.4 of the *General Bidding Instructions*.

5.2.2.1.3 Supportability Approach

5.2.2.1.3.1 The Purchaser will review the Bidder's Supportability Approach submissions, as instructed in 3.3.1.2.5.

5.2.2.1.3.2 The Purchaser will evaluate the Bidder's Supportability Approach against all level 3 sub-criteria provided in 3.3.1.2.5.3.

5.2.2.1.3.3 The Purchaser will assign an unweighted score to each level 3 sub-criteria, in accordance with the Bid Approach Ratings listed in Table 1 in the *General Bidding Instructions*, based on its evaluation.

5.2.2.1.4 The level 3 technical evaluation sub-criteria are (in descending order of importance (first is the most important)), including draws:

5.2.2.1.4.1 Technical – Sensor,

5.2.2.1.4.2 Technical – Effector,

5.2.2.1.4.3 Technical - C2,

5.2.2.1.4.4 Technical - Interoperability with other systems,

5.2.2.1.4.5 Technical - Modularity/Scalability,

5.2.2.1.4.6 Credibility - Technical & Operational Credibility,

5.2.2.1.4.7 Credibility - Delivery Readiness,

5.2.2.1.4.8 Credibility - Production Capacity,

5.2.2.1.4.9 Supportability - Reliability, Maintainability and Testability (RM&T),

5.2.2.1.4.10 Supportability - Product Supportability,

5.2.2.1.4.11 Supportability – Documentation and Training.

5.2.2.1.5 Level 3 evaluation criteria will receive a score between 1 and 5 as described in the General Bidding Instructions. Level 3 criteria scores are estimated by the evaluators based on the responses to level 4 and 5 criteria.

5.2.2.1.6 The Level 2 score will be calculated using a weighted combination of level 3 scores. **The weights applied to level 3 scores are internal to the Purchaser**, to ensure the integrity of the evaluation process.

5.2.2.1.7 The technical score will be calculated as a weighted sum of level 2 scores per Lot
Technical Score = 50% x Technical Approach + 25% x Credibility of Solution + 25% x Supportability.

5.3 Price Evaluation

5.3.1 The price evaluation will be based on the prices submitted by the Bidder in Volume 3 (Price), following the general guidance provided in Paragraph 4.5.3.2 of the General Bidding Instructions. Some adaptations of this general guidance are required for this competition to address the buy and lease alternatives.

5.3.2 For evaluation purposes, the price comparison will be based on a Total Weighted Price calculated for each Lot.

5.3.3 The Total Weighted Price for a Lot shall be calculated as follows:

5.3.3.1 60% of the total price corresponding to the **BUY option**, and

5.3.3.2 40% of the total price corresponding to the **LEASE option**.

5.3.4 Price evaluation shall be performed **separately for each Lot**.

5.3.5 Bidders shall ensure that all prices required to calculate the BUY and LEASE alternatives are clearly and unambiguously stated in Volume 3 (Price).

5.3.6 The price scoring will be on the total weighted price of a lot, **Price Score** = 60% x BUY + 40% x LEASE, and this will be:

5.3.6.1 used for evaluation purposes only,

5.3.6.2 done per each Lot, independently.

5.3.7 **Total Score**= 90% x Technical Score + 10% x Price score.

5.3.8 The highest Total Score wins.

5.3.9 Any pricing information not submitted in accordance with Volume 3 (Price) or inconsistent with the requirements of this section may be excluded from the price evaluation.

END OF SECTION 5

ANNEX A Appendices

1. Appendix A: Administrative Certificates

This prescribed administrative forms and certificates are provided separately as a fillable PDF form.

2. Appendix B: Questions and Answers Form

The Questions and Answers form is provided separately as an Excel Workbook.

3. Appendix C: Bidding Sheets

The Bidding Sheet and instructions are provided separately as an Excel Workbook.

4. Appendix D: Corporate Experience Reference Form

The Corporate Experience Reference (CER) form is provided separately as a fillable PDF form.

5. Appendix E: Corporate Performance Questionnaire

The Corporate Performance Questionnaire (CPQ) is provided separately as a Word document.

6. Appendix F: Technical Performance Matrix

The Technical Performance Matrix and instructions are provided separately as an Excel Workbook.



GENERAL BIDDING INSTRUCTIONS
FOR
COMPETITIVE SOLICITATIONS

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SECTION 1 INTRODUCTION

1.1 Purpose

- 1.1.1 These General Bidding Instructions provide the standard guidelines and procedures applicable to all competitive procurement processes conducted by the NATO Communications and Information Agency (NCIA). These instructions are consistent across all competitive procurements and are publicly available on NCIA's website for reference at any time.
- 1.1.2 Each procurement opportunity will also be accompanied by project-specific bidding instructions, requirements and details tailored to that particular procurement, hereinafter referred to as "*Project-Specific Book I*".
- 1.1.3 These General Bidding Instructions and the *Project-Specific Book I* shall be read together as a complete set of documents. In the event of any discrepancies between the General Bidding Instructions and the project-specific *Book I*, the terms outlined in the *Project-Specific Book I* shall prevail. This ensures that Bidders adhere to the unique needs and requirements of each individual procurement.
- 1.1.4 The version number of this document appears in the lower left corner of the first page and indicates the month and year of release in parentheses. Previous versions (if any) are available upon request from the Contracting Officer.

1.2 Prospective Contract

- 1.2.1 The prospective contract (*Book II*) requires the successful Bidder to perform the requirements as described in the *Project-Specific Book I*. The successful Bidder shall perform all activities required per *Book II*, Part IV (Statement of Work (SOW)) and its annexes, and shall deliver the associated deliverables per *Book II*, Part I (Schedule of Supplies and Services (SSS)).
- 1.2.2 The contract(s) resulting from the solicitation shall be awarded to the successful Bidder(s) on the basis of the evaluation method and contract type indicated in the *Project-Specific Book I*.
- 1.2.3 The prospective contract will be governed by *Book II*, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

1.3 Governing Rules, Eligibility, and Exclusion Provisions

- 1.3.1 **International Competitive Bidding (ICB)** solicitations are issued in accordance with the procedures set forth in the:
- 1.3.1.1 For the Lowest Price Technically Compliant Evaluation Methodology:
- 1.3.1.1.1 **NATO Security Investment Programme (NSIP) Procedures for International Competitive Bidding (non-public NATO document AC/4-D/2261 (1996 Edition));**
- or
- 1.3.1.1.2 Budget Committee (BC) Procurement Guidance (non-public NATO document BC-D(2018)0004).

1.3.1.2 For the Best Value Evaluation Methodology:

- 1.3.1.2.1** NATO Security Investment Programme (NSIP) Procedures for International Competitive Bidding (non-public NATO document AC/4-D/2261 (1996 Edition)).
- 1.3.1.2.2** Policy for Conducting International Competitive Bidding Using Best Value Evaluation Methodology Post-Trial Period Procedures (non-public NATO document AC/4-D/2261-ADD2 (1996 Edition), dated 24 July 2009).
- 1.3.1.2.3** Procedures And Practices For Conducting NSIP International Competitive Bidding Using Best Value Evaluation Methodology (non-public NATO document AC/4-D(2008)0002-REV2, dated 15 July 2015).

1.4 Pursuant to these procedures, bidding is restricted to companies from a Participating Country (as defined in paragraph 2.1.1.9) for which a Declaration of Eligibility (DoE) has been issued by their respective national authorities.

1.4.1.1 For non-NSIP procurements, the Budget Committee (BC) Procurement Guidance (non-public NATO document BC-D(2018)0004) applies. However, guidance may be drawn from the regulations in paragraphs 1.3.1.2.1 through 1.3.1.2.3 above in relation to the best value methodology.

1.4.2 Both Basic Ordering Agreement (BOA) and Basic Ordering Agreement Plus (BOA+) solicitations are issued in accordance with the:

1.4.2.1 Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version (non-public NATO document AC/4-D(2019)0004 (INV)).

1.4.2.2 Pursuant to these procedures, bidding is restricted to companies from a Participating Country (as defined in paragraph 2.1.1.9) holding an active BOA with NCIA.

1.4.2.3 For BOA+ solicitations, in addition to companies with an active BOA, bidding is also open to companies from Participating Countries that have been nominated by their delegation and for which a DoE has been issued through their respective national authorities.

1.5 Evaluation Method

1.5.1 The evaluation method to be used in the selection of the successful Bidder under the applicable solicitation will either follow the:

1.5.1.1 Lowest Price Technically Compliant (LPTC) procedures as outlined in paragraph 1.3.1.1;

1.5.1.2 Best Value (BV) procedures as outlined in paragraph 1.3.1.2; or

1.5.1.3 Approved deviations to these methods.

1.5.2 The detailed evaluation procedures are described in SECTION 4 of these General Bidding Instructions.

1.5.3 The Bidder shall refer to the Purchaser for all inquiries about this document and the

Project-Specific Book I in accordance with the procedures set forth in paragraph 2.7 “Solicitation Questions and Answers”.

1.6 Security

- 1.6.1** The successful Bidder may be required to handle and store classified material in accordance with the security classification level specified in the applicable *Book II, Part II (Contract Special Provisions)*.
- 1.6.2** The successful Bidder may need to have the appropriate Facility Security Clearance (FSC) or Personnel Security Clearance (PSC) at the Effective Date of Contract (EDC) (see paragraph 1.10.1.2). Should the successful Bidder be unable to perform the contract due to the fact that the FSC or PSC have not been provided by their respective national security agency, this lack of clearance shall not be:
- 1.6.2.1** the basis for a claim of adjustment or an extension of schedule; or
- 1.6.2.2** considered a mitigating circumstance in the case of an assessment of liquidated damages or a determination of termination for default by the Purchaser under the prospective contract.
- 1.6.3** Bidders are advised that the EDC as stated on the *Contract Signature Sheet*, will not be delayed in order to allow the processing of a FSC or PSC. Should the otherwise successful Bidder not be in a position to begin performance by the EDC, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may terminate the contract.

1.7 Site Visit or Bidders Conference

- 1.7.1** Prospective Bidders may be invited to a site visit or Bidders conference, as outlined in Section 1.6 of the *Project-Specific Book I*.
- 1.7.2** The purpose of the site visit or Bidders conference is to brief prospective Bidders on the solicitation specifics. A site visit provides the prospective Bidders the opportunity for real-time requirement clarifications, a physical survey of the existing site, its condition, layout, facilities, equipment, and work space for the purpose of cost estimation for the various physical works needed in order to perform the contract requirements.
- 1.7.3** The site visit or Bidders conference will include a briefing on the bidding process, the prospective contract, and the technical aspects of the project. The agenda will be sent to attendees in advance.
- 1.7.4** Those companies that wish to participate in the site visit or Bidders conference must indicate their intention to attend not later than seven (7) calendar days prior to the date of the site visit or Bidders conference to the Point of Contact stated in Section 2.1 of the *Project-Specific Book I*.
- 1.7.5** Bidders may submit questions in writing not later than seven (7) calendar days prior to the site visit or Bidders conference to the email address in Section 2.1 of the *Project-Specific Book I*. The Purchaser will endeavour to respond to these questions during the site visit or Bidders conference.
- 1.7.6** For any additional questions that are asked at the site visit or Bidders conference, the

Purchaser may attempt to answer them at that time, but any answer that may appear to change terms, conditions or specifications of the solicitation shall be considered to be formally included after a written solicitation amendment, issued in writing by the Purchaser.

- 1.7.7** All questions will be answered in writing and provided to all Bidders as soon as practicable after the site visit or Bidders conference, regardless of their attendance at these events. The formal written answers will be the official response of the Purchaser, even if the written answer differs from the verbal response provided at the site visit or Bidders conference.
- 1.7.8** Notwithstanding the written answers provided by the Purchaser after the site visit or Bidders conference, the terms and conditions of the solicitation remain unchanged unless a formal solicitation amendment is issued by the Purchaser.

1.8 Solicitation Documents

- 1.8.1** All documents – including the *Project-Specific Book I*, all applicable documents and any reference documents provided by the Purchaser – are to be used solely for the purpose of preparing a response to the solicitation. They are to be safeguarded at the appropriate level according to their classification and it is understood that the Purchaser uses its best effort to warrant the quality and accuracy of the provided reference documents.

1.9 Referenced Documents

- 1.9.1** Bidders do not require physical access to the documents listed in the “References” section of the Statement of Work (SOW), or other references in any of the solicitation documents, in order to prepare their bids. The Purchaser will not make these documents available, as all pertinent information relevant for bidding has been retrieved and incorporated into the solicitation. During the bidding period, any referenced documents that are not part of the solicitation package are for information only. Following contract award, the successful Bidder may be provided with relevant NATO documents, if deemed necessary by the Purchaser to fulfil the contract.

1.10 Language of Bid

- 1.10.1** All notices and communications regarding the solicitation shall be written and conducted in English.
- 1.10.2** If the Bidder wishes to translate any portion of the solicitation into another language other than English, for its own practical purposes, they can do so. However, all bids shall be submitted in English and the English meaning shall prevail.

1.11 Contract Signature Date vs. Effective Date of Contract

- 1.11.1** The resulting contract from the solicitation will include two key dates: the Contract Signature Date and the Effective Date of Contract (EDC). These dates serve distinct purposes.
- 1.11.1.1** Contract Signature Date: The date when the contract is fully executed, indicating that the agreement has been signed by both the Purchaser and the successful Contractor. The contract becomes legally binding on this date but is not enforceable until the Purchaser's signature has been obtained.

1.11.1.2 Effective Date of Contract (EDC): This is the date the contractor is required to begin performance, which may be the same as or differ from the Contract Signature Date. The Purchaser will determine the EDC, which may align with the Contract Signature Date or fall 30 calendar days after the Contract Signature Date, depending on the Purchaser's needs. In exceptional circumstances, the EDC may extend to 60 or 90 calendar days post Contract Signature Date. The anticipated EDC is outlined in Section 2.1 of the *Project-Specific Book I*. The EDC will serve as the contract's start date for the purposes of performance and obligations. The actual EDC will be indicated in the final contract award.

END OF SECTION 1

SECTION 2 GENERAL BIDDING INFORMATION

2.1 Definitions

- 2.1.1** In addition to the definitions and acronyms set forth in the prospective contract (*Book II – Part II*) and the NCIA Contract General Provisions (*Book II – Part III*), the following terms and acronyms, as used in both this document and the *Project-Specific Book I* shall have the meanings specified below:
- 2.1.1.1** “**Basic Ordering Agreement**” or “**BOA**”: is an accelerated procurement method used by the NCIA to procure Commercial Off-The-Shelf (COTS) products and services.
- 2.1.1.2** “**Bidder**”: is an eligible firm, consortium, or joint venture, which has submitted a bid in response to a 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 with NCIA. The Principal Contractor shall be vested with full power and authority to act on behalf of all members of 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 may be a reason for the bid being declared non-compliant.
- 2.1.1.3** “**Book I**”: is a project-specific document that includes all unique information and instructions pertaining to a particular project, such as the scope of work, project-specific requirements, deadlines, evaluation criteria, and bid submission details. While the General Bidding Instructions contain standard bidding instructions, remain unchanged, and are publicly available, *Book I* is a separate document provided to potential bidders for each individual procurement and is tailored to the specific needs and conditions of the project.
- 2.1.1.4** “**Compliance**”: is strict conformity to the requirements and standards specified in the solicitation.
- 2.1.1.5** “**Contractor**”: is the awardee(s) of the solicitation, which shall be responsible for the fulfilment of the requirements established in the contract.
- 2.1.1.6** “**Clarification Request**”: is a formal inquiry made to a Bidder during the evaluation phase of a procurement, to address ambiguities, omissions, uncertainty or mistakes discovered in a Bid. A Clarification Request, however, may not be used to solicit additional information which could change the basic solution offered in the bid. The Purchaser may submit Clarification Requests to the Bidder at any time during the evaluation, as set out in paragraph 4.1.4.
- 2.1.1.7** “**Declaration of Eligibility**” or “**DoE**”: is a document issued by the Bidders’ national authorities signifying that the firm is technically, financially and professionally capable of undertaking a project of the scope envisaged in the respective solicitation. It is the Bidder’s responsibility to obtain the DoE in a timely manner from their national authority.
- 2.1.1.8** “**Firm of a Participating Country**”: is a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating

Country.

2.1.1.9 “Participating Country”: is a NATO member country that participates in financing the effort, as detailed in Section 2.1 of the *Project-Specific Book I*.

2.1.1.10 “Purchaser”: is the legal entity who awards and administers the contract on behalf of NATO (e.g. the NCIA) and stands as one of the contracting parties.

2.1.1.11 “Questions and Answers”: is a documented process during the bidding period where Bidders can submit questions for the Purchaser’s answers in accordance with the instructions set out in paragraph 2.8.

2.2 Origin of Supplies and Services

2.2.1 As per the governing rules in paragraph 1.3 and the Participating Countries indicated in the *Project-Specific Book I*, only eligible firms may engage in the respective competitive bidding process.

2.2.2 In addition, all Contractors, subcontractors and manufacturers, at any tier, must be from Participating Countries.

2.2.3 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

2.2.4 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

2.2.5 However, should the Bid include materials or items of equipment, up to and including identifiable sub-assemblies, from non-participating countries for which equivalent items are not available in sufficient and reasonably available commercial quantities and quality, exceptions may be considered at the sole discretion of the Purchaser. The Bidder shall clearly list such exceptions in Appendix A.4 of the *Project-Specific Book I*.

2.2.6 Unless otherwise authorized by the terms of the prospective contract, the Intellectual Property Rights (IPR – as defined in the *Contract General Provisions*) to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

2.3 Bid Delivery and Bid Closing

2.3.1 Any bid received after the Bid Closing Date (BCD) and time indicated in Section 2.2 of the *Project-Specific Book I* is “late” and may not be eligible for award.

2.3.2 Bids may be considered late unless the Bidder is able to show that it completed the entire electronic transmission of the bid before the BCD and time.

2.4 Consideration of Late Bid

2.4.1 The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified Bid Closing Date. A late bid may be considered under the following circumstances:

- 2.4.1.1 a contract has not already been awarded pursuant to the respective solicitation, and the Purchaser determines that accepting the late bid would not unduly delay the procurement; or
 - 2.4.1.2 the bid was sent to the correct email address specified in Section 2.1 of the *Project-Specific Book I* and the delay was due solely to the fault of the Purchaser; or
 - 2.4.1.3 it was the only bid received.
- 2.4.2 Receipt of an Unreadable Electronic Bid**
- 2.4.2.1 If a bid sent to the Purchaser is unreadable to the degree that conformance to the essential requirements of the respective solicitation cannot be ascertained, or due to electronic files that are encrypted or which contain passwords (contrary to the instructions in paragraph 3.3.3), the Point of Contact indicated in Section 2.1 of the *Project-Specific Book I* shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
 - 2.4.2.1.1 of the content of the bid as originally submitted; and
 - 2.4.2.1.2 that the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
 - 2.4.2.2 A bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
 - 2.4.2.3 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.

2.5 Page Limits for Bid Submission

- 2.5.1 Bidders are informed that the *Bidder's Checklist* in Section 3.3 of the *Project-Specific Book I* includes mandatory page limits for Volume 2 (Technical) bid submission. Page limits are designed to support a fair, efficient, and streamlined evaluation process.

2.6 Requests for Extension of Bid Closing Date

- 2.6.1 The Bidder is informed that requests for extension to the BCD for the respective solicitation shall be submitted to the Point of Contact indicated in Section 2.1 of the *Project-Specific Book I* under the following condition:
 - 2.6.1.1 **For ICB Competitions:**
 - 2.6.1.1.1 Bid Closing Date extension can only be requested through the delegation or embassy of the country of origin of the firm which has been invited to bid, and
 - 2.6.1.1.2 no later than fourteen (14) calendar days prior to the established BCD. Bidders are advised to submit their request in sufficient time as to allow their respective NATO delegation or embassy to deliver the formal request to the Purchaser within this time limit.

2.6.1.2 For BOA(+) Competitions:

- 2.6.1.2.1 Due to the shorter timelines of BOA(+) competitions, the Purchaser does not encourage requests for extension of the BCD.
- 2.6.1.2.2 In exceptional circumstances, if the Bidder deems it necessary to request an extension of the BCD, the request must be submitted no later than seven (7) calendar days prior to the established BCD. Such requests can be submitted by using the Questions and Answers Form provided at Appendix B of the *Project-Specific Book I*.
- 2.6.1.2.3 Extensions to the Bid Closing Date are at the sole discretion of the Purchaser, who is under no obligation to consider or respond to extension requests submitted after the timeframe indicated in paragraph 2.6.1.2.1.

2.7 Purchaser's Point of Contact

- 2.7.1 The Purchaser's Point of Contact for each solicitation is stated in Section 2.1 of the *Project-Specific Book I*.
- 2.7.2 All correspondence related to the solicitation, including the actual bid submission, shall be sent to the bidding email address in Section 2.1 of the *Project-Specific Book I*.

2.8 Solicitation Questions and Answers

- 2.8.1 Bidders, at the earliest stage possible during the course of the solicitation period, are encouraged to ask questions of an administrative, price, or technical nature pertaining to the applicable solicitation.
- 2.8.2 All questions shall be submitted via email (no phone calls) to the Point of Contact identified in Section 2.1 of the *Project-Specific Book I*, using the Questions and Answers Form provided at Appendix B of the *Project-Specific Book I*.
- 2.8.3 Such questions shall be submitted **no later than twenty-eight (28) calendar days** prior to the BCD for ICB competitions. However, for BOA(+) competitions, the deadline for questions may vary and should be no later than halfway through the bidding period. The Purchaser is under no obligation to answer questions submitted after this time. Questions must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the solicitation for additional questions, except as noted in paragraph 2.8.4.
- 2.8.4 For ICBs, additional questions are limited only to the information provided as answers by the Purchaser. Such additional requests shall arrive **no later than fourteen (14) calendar days** before the BCD.
- 2.8.5 It is the responsibility of the Bidders to ensure that all questions submitted bear no name, mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the question itself. This prescription is not applicable to the mode used for the transmission of the questions (i.e. email or form by which the question is forwarded).
- 2.8.6 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 paragraph 2.8.5.

- 2.8.7** 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. Bidders shall immediately inform the Purchaser in the event that their submitted questions are not reflected in the answers published.
- 2.8.8** Where the extent of the changes implied by the response to a question is of such a magnitude that the Purchaser deems it necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal solicitation amendment in accordance with paragraph 2.11.
- 2.8.9** The Purchaser may reword questions where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.8.10** The Purchaser reserves the right to reject questions clearly devised or submitted for the purpose of artificially obtaining an extension of the solicitation time (i.e. questions resubmitted using different wording where such wording does not change the essence of the question being requested).
- 2.8.11** The published responses issued by the Purchaser will be regarded as the authoritative interpretation of the solicitation. Any amendment to the language of the solicitation included in the answers will be issued as a solicitation amendment and shall be incorporated by the Bidder in its submission.

2.9 Bid Submission and Bid Presentation Options

- 2.9.1** As part of the technical evaluation, the Purchaser reserves the right to choose from the following bid submission scenarios for Bidders to demonstrate the requested solution:
- 2.9.1.1 Option 1: Written Bid Only** – No additional presentation or demonstration is required beyond the written bid for Volume 2 of the bid submission.
- 2.9.1.2 Option 2: Written Bid + (Virtual) Oral Presentation** –The Purchaser reserves the right to invite Bidders to a (virtual) oral presentation to substitute for, or augment, written information provided in Volume 2.
- 2.9.1.3 Option 3: Written Bid + Technical Demonstration** – Further to the written bid for the sub-criteria specified in Volume 2, the Purchaser reserves the right to conduct a technical demonstration as part of the bid evaluation, at no cost to the Purchaser. If one would be held, it would be stated in Section 2.1 of the *Project-Specific Book I*.
- 2.9.1.3.1** The purpose of a technical demonstration would be to confirm the solid basis of the Bidder's proposed solution against the *Technical Evaluation Criteria* in Section 4.2 of the *Project-Specific Book I*.
- 2.9.1.3.2** Information from the technical demonstration shall be fed into the corresponding *Technical Evaluation Criteria*.
- 2.9.1.3.3** Bidders will be notified at least 4 weeks in advance if a technical demonstration is required, unless a different timeframe is stated in the *Project-Specific Book I*. At that time, the focus of the technical demonstration will be shared with the Bidder.

- 2.9.1.3.4** No additional content or documentation is required to be submitted at that time as part of the Volume 2 (Technical). This Technical Demonstration section is for informational purposes only until the formal notification has taken place in the *Project-Specific Book I*.
- 2.9.1.3.5** Upon formal notification, the Bidders should be prepared to:
- 2.9.1.3.5.1** Demonstrate the functional capabilities of their proposed solution.
- 2.9.1.3.5.2** Demonstrate requirements and business processes based on components available during the evaluation period. Any COTS components are considered available during the evaluation period by default.
- 2.9.1.3.5.3** Provide a plan of the Technical Demonstration and a description of the proposed demonstration environment.
- 2.9.1.3.5.4** In case the Technical Demonstration fails to demonstrate a functionality as described in the plan due to unexpected technical problems, the Purchaser will give one more chance to repeat the demonstration of the specific functionality within seven (7) calendar days.
- 2.9.1.3.5.5** The demonstration will take place at a facility chosen by and made available by the Bidder. The Purchaser will cover its costs for attending the Technical Demonstration at the Bidder's demonstration facility.
- 2.9.1.4 Option 4: Written Bid + (Virtual) Oral Presentation + Technical Demonstration**
– A combination of all elements, providing the most comprehensive demonstration of the Technical Approach of their bid.

2.10 Requests for Waivers and Deviations

- 2.10.1** Bidders are informed that requests for alteration to, waivers, or deviations from the terms and conditions of the solicitation will not be considered after the questions and answers process. Any such requests for alterations to requirements, terms, or conditions of the solicitation may only be submitted during the solicitation questions and answers process set forth in paragraph 2.7.
- 2.10.2** Requests for alterations to the specifications, terms and conditions of the prospective 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.

2.11 Amendment of the Solicitation

- 2.11.1** The Purchaser may amend the solicitation at any time prior to the BCD. Any and all changes will be transmitted to all Bidders through an official solicitation amendment designated as such and signed by the Purchaser. This process may be part of the questions and answers process set forth in paragraph 2.7 or may be an independent action on the part of the Purchaser.
- 2.11.2** 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 BCD at its discretion and such extension will be set forth in the amendment.

2.11.3 All such solicitation amendments issued by the Purchaser shall be acknowledged by the Bidder in its bid by completing the “*Acknowledgement of Receipt of Solicitation Amendments*” certificate at Appendix A.2 of *Book I*. Failure to acknowledge receipt of all amendments may be grounds to determine the bid to be administratively non-compliant.

2.12 Cancellation of Solicitation

2.12.1 The Purchaser may cancel, suspend or withdraw for reissue at a later date the solicitation 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 the preparation and submission of a bid in response to the solicitation.

2.13 Modification and Withdrawal of Bids

2.13.1 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 solicitation, and are received by the Purchaser prior to the BCD outlined in the *Project-Specific Book I*. Such modifications shall be considered as an integral part of the submitted bid.

2.13.2 Modifications to bids that arrive after the BCD will be considered late, and will be processed in accordance with paragraph 2.4. Except that, unlike a late bid, the Purchaser will retain the modification until a selection is made. A modification to a late bid 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 successful Bidder on the basis of the bid submitted and disregard the late modification.

2.13.3 A Bidder may withdraw its bid at any time without penalty. In order to do so, an authorized agent or employee of the Bidder must provide a statement of the firm's decision to withdraw the bid, submitted to the Purchaser Point of Contact in Section 2.1 of the *Project-Specific Book I*.

2.14 Bid Validity

2.14.1 Bidders shall be bound by the term of their bids for the period of:

2.14.1.1 no more than twelve (12) months; or

2.14.1.2 as otherwise stated in Section 2.1 of the *Project-Specific Book I* if less than twelve (12) months, starting from the BCD. Bids offering less than this period of time in Section 2.1 of the *Project-Specific Book I*, may be determined non-compliant.

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

2.14.3 Upon notification by the Purchaser of such a request for a time extension, the Bidders

shall have the right to:

2.14.3.1 accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time; or

2.14.3.2 refuse this extension of time and withdraw their bid in accordance with paragraph 2.13.3.

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

2.15 Electronic Transmission of Information and Data

2.15.1 The Purchaser will communicate answers to questions and solicitation amendments to the prospective Bidders as soon as practicable.

2.15.2 Bidders are advised that the Purchaser will rely exclusively on email communication to manage all correspondence related to the solicitation, including solicitation amendments and questions.

2.15.3 Bidders are cautioned that electronic transmission of documentation which contains classified information (NATO RESTRICTED, NATO CONFIDENTIAL, NATO SECRET) is not allowed.

2.16 Supplemental Agreements (Export Control)

2.16.1 Bidders may be required, in accordance with the certificate at Appendix A.7 of the *Project-Specific Book I*, to disclose any prospective supplemental agreements that are required by national governments to be executed by NCIA 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.

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 terminating an executed contract if it is discovered that the terms of such supplemental agreements contradict the terms of the contract, including the schedule, to the extent that either key objectives cannot be accomplished.

2.17 Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser

2.17.1 Bidders are instructed to review the Intellectual Property Rights (IPR) Clauses in the Contract Special Provisions and Contract General Provisions. These Clauses set forth the definitions, terms and conditions regarding the rights of the parties concerning Intellectual Property (IP) developed or delivered under the prospective contract or used as a basis of development under the prospective contract.

2.17.2 All contract deliverables are governed by a distinct set of Intellectual Property Rights (IPR) and Title and Ownership provisions, detailed in *Book II*.

- 2.17.3** Bidders may be required to disclose, in accordance with Appendix A.10 of the *Project-Specific Book I*, the Intellectual Property (IP) proposed to be used by the Bidder that will be delivered with either Background IPR or Third Party IPR. Bidders are required to identify such IP and the basis on which the claim of Background or Third Party IP is made.
- 2.17.4** The identification of Bidders' Background or Third Party IP shall be limited to those IPs associated with products and/or documentation which is indispensable in order to deliver, install and operate, support, maintain the system and to provide training and which are not related to products or documentation needed for internal processes only.
- 2.17.5** Bidders are further required to identify any restrictions on Purchaser use of the IP that is not in accordance with the definitions and rights set forth in the provisions of the *Book II* concerning use or dissemination of such IP.
- 2.17.6** Bidders are informed that any restriction on use or dissemination of IP conflicting with the terms and conditions of *Book II* or with the objectives and purposes of the Purchaser as stated in the prospective contract shall render the bid non-compliant.

2.18 Protests Information for NATO Budget Committee-Funded Procurements

- 2.18.1** NATO and consequently the NCIA, including its personnel, assets and facilities enjoys immunity from jurisdiction. Protests related to a NATO Budget Committee-Funded competition process shall be exclusively resolved in accordance with the procedure described in the "[NCI Agency Protests Resolution Procedure](#)" available on the Agency's public website under "[Terms and Conditions](#)".

2.19 Performance Guarantee

- 2.19.1** For certain procurements, the winning bidder may be required to provide a performance guarantee to ensure compliance with contractual obligations. The specific terms, including the percentage of the contract price, maximum value, and submission deadline, will be detailed in Section 2.5 of the *Project-Specific Book I*.

2.20 Notice to Bidders of Contract Distribution and Disclosure of Information

- 2.20.1** The resulting contract may be subject to release to the:
- 2.20.1.1** NATO Resource Committees through the NATO Office of Resources for audit purposes (including audits carried out using third party companies (see *Book II*, Contract Special Provisions Article entitled "*Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audit by Resource Committees*"; or
- 2.20.1.2** to the Purchaser's customer holding a Service Level Agreement with the NCIA related to the respective requirement, upon request from that Purchaser's customer.

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 and in the *Project-Specific Book I*. Failure to comply with these instructions may result in the bid being declared non-compliant.
- 3.1.2** Bidders shall submit a complete bid, which comprehensively addresses all requirements stated herein and in the *Project-Specific Book I*. The bid shall demonstrate the Bidder's understanding of the respective solicitation and its ability to provide all the deliverables and services listed in the SSS (*Book II – Part I*) in accordance with the milestones therein.
- 3.1.3** The Bidder must provide a clear description of what is being offered and how the solicitation requirements will be met, rather than simply restating them in confirmatory terms. Failure to do so may result in the bid being deemed non-compliant.
- 3.1.4** Bids containing conditional statements may be declared non-compliant, unless explicitly allowed under the *Project-Specific Book I*.
- 3.1.5** In the event that bidding on multiple schedules is permitted, as outlined in Section 2.1 of the *Project-Specific Book I*, and Bidders choose to do so, they shall clearly note this in their bid and submit separate bid packages for each applicable schedule, in accordance with the instructions in the *Project-Specific Book I*. This will allow for the independent and separate evaluation of each schedule by the Purchaser. Consequently, one or more schedules may be awarded to a single Bidder.
- 3.1.6** Although the Purchaser may request clarification of the bid, as outlined in paragraph 4.1.4, it is not required to do so and may base its determination solely on the content of the bid as submitted. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted bid may have a negative impact on the final rating.
- 3.1.7** All documentation submitted as part of the bid shall be classified at a level not higher than "NATO UNCLASSIFIED".

3.2 Alternate Items

- 3.2.1** Bidders are hereby informed that, by default, alternate items will not be considered for evaluation. Only items matching specific requirements in the solicitation will be accepted.
- 3.2.2** However, the Purchaser acknowledges that, due to the rapid pace of technological advancements, some requirements may become discontinued, obsolete, or otherwise unavailable during the bidding period, necessitating a replacement or substitution.
- 3.2.3** In such cases, if a Bidder is unable to provide an item that meets the specific solicitation requirements, and only when alternate items are explicitly permitted in the *Project-Specific Book I*, they must submit an equally technically compliant submission in Volume 2 (Technical). This submission shall include both the item that is to be replaced and its proposed alternative. The alternative item shall, at a minimum, be listed with its description and the Original Equipment Manufacturer (OEM) part number and must

comply with the technical specifications outlined in the SOW.

3.3 Bid Volume Content and Marking

3.3.1 The complete electronic bid shall consist of three distinct and separate volumes with an optional fourth volume described in the following subparagraphs. Detailed requirements for the structure and content of each of these volumes are contained in these General Bidding Instructions and the *Project-Specific Book I*.

3.3.1.1 Volume 1: Administration (paragraph 3.4)

3.3.1.2 Volume 2: Technical (paragraph 3.5)

3.3.1.3 Volume 3: Price (paragraph 3.6)

3.3.2 Font Size: “Arial” fonts in size 11 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.

3.3.3 File Size: Emails submitted in response to a solicitation shall be less than 10 MB in size per email with no encryption or password protection to the file.

3.3.4 Page Limit: The submitted bid shall be in accordance with the page limit set out in the *Bidder’s Checklist* in Section 3.3 of the *Project-Specific Book I*.

3.3.5 File Grouping

3.3.5.1 The bid shall be consolidated into as few emails as possible and sent to the email address stated in Section 2.1 of the *Project-Specific Book I*.

3.3.5.2 The email shall have the following subject line: *{Insert Contract Reference}* Bid for *{Insert Company Name}*.

3.3.5.3 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.

3.3.5.4 The “Company Name” in the subject line of the email, and in the names of the individual files, shall be abbreviated to no more than 10 characters. For example, if a company’s name is “*Computer and Technology Research Company*”, the company name could be shortened to “*CTRC*” in the email and file names.

3.3.6 Acceptable File Formats

3.3.6.1 Unless otherwise directed, files shall be submitted in Adobe PDF format.

3.3.6.2 The Purchaser will NOT accept hard copies of bids, CDs, thumb drives or zip files.

3.3.6.3 The individual electronic files sent by email shall have the naming convention listed in the table in Section 3.2 of the *Project-Specific Book I*. 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 Volume 1: Administration

- 3.4.1 Quantity:** One (1) merged PDF file containing all of the administrative certificates specified in the *Bidder's Checklist* of the *Project-Specific Book I*, signed in the original or electronically by an authorized representative of the Bidder.
- 3.4.2** No alternative versions of certificates will be accepted, and may result in the bid being declared non-compliant.
- 3.4.3** No information disclosing or contributing to disclose the bid price shall be made part of Volume 1 (Administration). Failure to abide to this prescription may result in the bid being declared non-compliant.

3.5 Volume 2: Technical

3.5.1 Quantity:

- 3.5.1.1** As specified in the *Bidder's Checklist* of the *Project-Specific Book I*;
- 3.5.1.2 Executive Summary:** Bidders may provide an overview of the salient features of their Volume 2 (Technical) in the form of an executive summary. An executive summary is not mandatory and shall not be evaluated. This summary (if included) shall not exceed a two-paged PDF file.
- 3.5.2** The Technical Volume shall include a Table of Contents that lists section headings, major sub-sections, and topic headings as required by *Book I*, or implied in the organization of, Volume 2 (Technical).
- 3.5.2.1** The structure and content of Volume 2 can vary depending on the nature and complexity of the procurement. Bidders must carefully review the Project-Specific Book I to understand the required format and level of detail. Volume 2 is usually structured into Management Approach, Technical Approach, and Corporate Experience.
- 3.5.2.1.1** For non-complex procurements, bidding requirements will require compliance with minimum requirements. Bidders shall then clearly demonstrate that all proposed products, services, or personnel meet or exceed the requirements listed in the *Bidding Sheet* (Appendix C to *Project-Specific Book I*).
- 3.5.3** No information disclosing or contributing to disclose the bid price shall be made part of Volume 2 (Technical). Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.5.4** Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in Volume 2 (Technical).

3.6 Volume 3: Price

3.6.1 Introduction

- 3.6.1.1** Bid pricing requirements as addressed in this paragraph 3.6 are mandatory. Failure to abide to these bid pricing requirements may lead to the bid being declared non-compliant.

3.6.1.2 The prices provided shall be intended as the comprehensive total price offered in response to the solicitation.

3.6.1.3 No alteration of the *Bidding Sheet* (Appendix C to *Book I*) – 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 the *Project-Specific Book I* or in the instructions embedded in the *Bidding Sheet* file. Bidders may include additional price columns if multiple currencies are used.

3.6.2 Quantity:

3.6.2.1 One (1) completed Microsoft (MS) Excel (native) file of the *Bidding Sheet* document (Appendix C to *Book I*). This MS Excel file shall be duly completed and able to be manipulated (i.e. not an image).

3.6.2.2 One (1) PDF file of the Offer Summary sheet (i.e. Tab 1) of the Bidding Sheet.

3.6.3 General Rules

3.6.3.1 Bidders are required, in preparing their Volume 3 (Price), to utilize the electronic files provided as part of the solicitation and referenced in *Bidder's Checklist* of the *Project-Specific Book I*.

3.6.3.2 The Excel file includes detailed instructions on each tab that will facilitate Bidders' preparation of the bid pricing. These instructions are mandatory.

3.6.3.3 All metrics (e.g. cost associated with labour) will be assumed to be standard or normalized to 7.6 hours per day, for a five-day workweek at the Purchaser's or Contractor's facilities.

3.6.3.4 Bidders are advised that formulae, designed to ease evaluation of their bid, may have been inserted in the electronic copies of the *Bidding Sheet* by the Purchaser. Notwithstanding, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae used in electronic copies of the *Bidding Sheet*.

3.6.3.5 Bidders are responsible for the accuracy of their bid. The Volume 3 (Price) that has 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.

3.6.3.6 If the Bidder identifies an error in the spreadsheet, they should notify the Purchaser through the Solicitation Questions and Answers process described in paragraph 2.7. The Purchaser will then make a correction and notify all the Bidders of the update.

3.6.3.7 The structure of the *Bidding Sheet* shall not be changed (other than as indicated elsewhere) nor should any quantity or item description in the *Bidding Sheet*. The currency(ies) of each contract line item and sub-item shall be shown.

3.6.3.8 In Section 2.1 of the *Project-Specific Book I* is the intended contract type.

3.6.4 Bid Currency

- 3.6.4.1** 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.
- 3.6.4.2** Should the apparent successful bid be in currency other than euro, the award of the contract will be made in the currency or currencies of the bid.

3.6.5 Taxes and Duties

- 3.6.5.1** The Purchaser, by virtue of its status under the terms of Article IX and X of the *Agreement on the status of the North Atlantic Treaty Organization, National Representatives and International Staff* signed in Ottawa ([Ottawa Agreement](#)), is exempt from all direct and indirect taxes (including Value Added Tax (VAT)) and all customs duties on merchandise imported or exported.
- 3.6.5.2** Following contract award, the successful Bidder agrees to verify prior to issuance of any invoice and in consultation with the Purchaser, whether in the nation where the VAT would be due, the Purchaser is exempt from VAT at source or is entitled to claim reimbursement of VAT. Where the Purchaser is exempt from VAT at source, the Bidder shall exclude VAT from the invoice. Outside of this, the successful Bidder will cooperate with the Purchaser to provide all necessary documentation to ensure Purchaser obtains the VAT exemption.
- 3.6.5.3** Unless otherwise specified in the instructions for the preparation of the *Bidding Sheet*, all prices quoted in the bid 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® 2020](#).
- 3.6.5.4** The Bidder's attention is directed to the fact that the Volume 3 (Price) shall contain no document and/or information other than the priced copies of the *Bidding Sheet*. Any other document will not be considered for evaluation.

END OF SECTION 3

SECTION 4 BID EVALUATION AND CONTRACT AWARD

4.1 General

4.1.1 In the event bidding on multiple schedules is permitted under the *Project-Specific Book I*, and a Bidder has submitted multiple bid packages, each schedule shall be evaluated independently and separately by the Purchaser, based on the documentation provided within that particular bid package.

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 or included only by reference. Bidders are therefore invited not to include documents by reference, as those will not be taken into account.

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 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 pricing, technical, administrative and contractual requirements of the applicable solicitation.

4.1.4 Clarification Request

4.1.4.1 The Purchaser, at its own discretion, reserves the right to request clarification of the bid at any time during the evaluation 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. Receiving such Clarification Request(s) shall by no means construe an impending award. The sole purpose of such Clarification Requests will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Clarification Request 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. The Bidder is not permitted any cardinal alteration of its bid at any time.

4.1.4.2 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.

4.1.4.3 The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities (e.g. by making a physical inspection of the Bidder's facilities and capital assets and by interviewing proposed key personnel). Physical inspections and interviews will also apply to assertions in the bid made on behalf of proposed subcontractors. The Bidder shall be responsible for providing access to its own or subcontractors' facilities and personnel. The Purchaser will notify the Bidder in advance and provide further details, should it choose to exercise the right to physical inspections and interviews.

4.2 Evaluation Procedure

4.2.1 The contract resulting from the solicitation will be awarded to the Bidder whose bid provides either the **Lowest Price Technically Compliant (LPTC)** bid, or the bid with the highest **Best Value (BV)** score, as evaluated by the Purchaser in compliance with the requirements of the solicitation and according to the evaluation method specified in the *Project-Specific Book I*.

4.2.2 The evaluation will be done in a four-step process, as described below:

4.2.2.1 Lowest Price Technically Compliant

4.2.2.1.1 Step 1: Administrative Compliance

4.2.2.1.2 Step 2: Price Evaluation

4.2.2.1.3 Step 3: Technical Evaluation

4.2.2.1.4 Step 4: Determination of Apparent Successful Bidder

4.2.2.2 Best Value

4.2.2.2.1 Step 1: Administrative Compliance

4.2.2.2.2 Step 2: Technical Evaluation

4.2.2.2.3 Step 3: Price Evaluation

4.2.2.2.4 Step 4: Determination of Apparent Successful Bidder

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 the solicitation and the content of Volume 1 (Administration). The evaluation of Volume 1 (Administration) will be made on its completeness, conformity and compliance to the requested information. This evaluation is made to determine if a bid complies with the requirements of the bidding instructions. Specifically, the following requirements shall be verified:

4.3.1.1 The bid was received by the BCD stated in Section 2.2 of the *Project-Specific Book I*;

4.3.1.2 The bid is composed and marked properly as stated in paragraph 3.3;

4.3.1.3 Volume 1 (Administration) contains the documentation listed in the *Bidder's Checklist* of the *Project-Specific Book I*; and

4.3.1.4 The Bidder has not taken exception to the terms and conditions of the prospective contract or has not qualified or otherwise conditioned its bid on a modification or alteration of the terms and conditions or the language of the SOW.

4.3.1.5 A bid that fails to conform to the above requirements may be declared non-compliant and may not be further evaluated.

4.3.1.6 Bids that are determined to be administratively compliant will proceed to Evaluation Step 2.

4.3.1.7 Notwithstanding paragraph 4.3.1.6, if it is later discovered during the administrative, price, or technical evaluation that the Bidder has taken exception to the terms and conditions of the prospective contract, or has qualified or otherwise conditioned its bid on a modification or alteration of the terms and conditions or the language of the SOW, the Bidder may be determined to have submitted a non-compliant bid at the time of discovery.

4.4 Evaluation Step 2 (for BV); Evaluation Step 3 (for LPTC): Technical Evaluation

4.4.1 Best Value

4.4.1.1 Volume 2 (Technical) will be assessed in conjunction with Volume 3 (Price). Volume 2 (Technical) will be evaluated against the predetermined top-level criteria and identified sub-criteria in Section 4.2 of the *Project-Specific Book I*, and scored accordingly. The evaluation will result in “raw” or unweighted technical scores against the criteria.

4.4.1.2 There are three levels of criteria;

4.4.1.2.1 First Level Criteria: identifies the overall ratio between technical and price weighting (e.g. 60% technical / 40% price, or 80% technical / 20% price). The total weighting must equal 100%. The first level criteria and weights are listed in Section 4.2 of the *Project-Specific Book I*.

4.4.1.2.2 Second Level Sub-Criteria: identifies risks and describe what is to be evaluated. The second level criteria may be sub-divided into different categories. The total weighting of the sub-criteria within each top level criterion must equal 100%. The second level sub-criteria and weights are listed in Section 4.2 of the *Project-Specific Book I*.

4.4.1.2.3 Third Level Sub-Criteria: identifies the different elements in which each second level sub-criteria can be broken down. The third level sub-criteria are listed in Section 4.2 of the *Project-Specific Book I* in relative order of importance, however, the weights remain confidential to ensure the integrity of the evaluation process.

4.4.1.3 The Purchaser’s technical evaluators will be using a rating scheme as indicated in *Table 1* to translate their narrative evaluations into a numerical (unweighted) scoring:

SCORE		DEFINITION
NUMERICAL	ADJECTIVAL	
5	Excellent	Bid demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths; risk of unsuccessful performance is low.
4	Good	Bid indicates a thorough approach and understanding of the requirements and contains at least one strength; risk of unsuccessful performance is low to moderate.

3	Satisfactory	Bid meets requirements and indicates an adequate approach and understanding of the requirements; risk of unsuccessful performance is no worse than moderate.
2	Marginal	Bid does not demonstrate an adequate approach and understanding of the requirements, containing one or more weaknesses; risk of unsuccessful performance is high.
1	Unacceptable	Bid does not meet requirements of the solicitation and, thus, contains one or more deficiencies; risk of performance is unacceptably high.

Table 1: Bid Approach Ratings

4.4.1.4 Corporate Experience

The Purchaser will evaluate the Bidder's Corporate Experience based on the following three (3) aspects:

4.4.1.4.1 Recency: This is a measure of the elapsed time from when the Corporate Experience referenced work last occurred to the date of bid submission. The Purchaser will not consider any referenced Corporate Experience, longer than six (6) years, with a performance duration of less than six (6) months, to be recent.

4.4.1.4.1.1 The Purchaser will not consider any non-recent Corporate Experience References (CER) for evaluation purposes.

4.4.1.4.1.2 The Purchaser will consider the current proximity of time from when the referenced experience last occurred as well as the duration of the period of performance when assigning scores. CER ratings are provided in Table 2: Recency Ratings.

ADJECTIVAL	DEFINITION
Very Recent	The referenced experience is ongoing or has been completed within the last 1 to 2 years. The Bidder has been performing for at least six months as of the submission bid date.
Recent	The referenced experience is ongoing or has been completed within the last 2 to 4 years. The Bidder has ongoing efforts and has been performing for at least six months as of the submission bid date.
Somewhat Recent	The referenced experience is ongoing or has been completed within the last 4 to 6 years. The bidder has ongoing efforts but has been performing for at least six months as of the Re-Competition Letter date.
Not Recent	The referenced experience is not recent, with efforts or projects completed more than six years ago. The Bidder does not meet the criteria for Recency.

Table 2: Recency Ratings

4.4.1.4.2 Relevancy: This is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of Corporate Experience examples and the solicitation requirements; and a measure of the likelihood the

Corporate Experience is an indicator of future performance.

4.4.1.4.2.1 The Purchaser will assign each referenced Corporate Experience submission with one of the ratings in Table 3.

4.4.1.4.2.2 The purchaser will consider these relevancy ratings when assigning scores in accordance with Table 3.

ADJECTIVAL	DEFINITION
Very Relevant	The referenced experience involves essentially the same scope and magnitude of effort and complexities this Solicitation requires.
Relevant	The referenced experience involves similar scope and magnitude of effort and complexities this Solicitation requires.
Somewhat Relevant	The referenced experience involves some of the scope and magnitude of effort and complexities this Solicitation requires.
Not Relevant	The referenced experience involves little or none of the scope and magnitude of effort and complexities this Solicitation requires.

Table 3: Relevancy Ratings

4.4.1.4.3 **Quality:** The Purchaser will evaluate the quality of the Bidder's Corporate Experience based on feedback provided in the completed Contractor Performance Questionnaire (CPQ) forms, attached to the *Project-Specific Book I*, if required for the Solicitation at hand.

4.4.1.4.3.1 Per the CPQ cover letter, referenced Points of Contact (POCs) will be asked to complete and forward CPQ forms directly to the Purchaser, by the Bid Closing Date (BCD) and time indicated in Section 2.2 of the *Project-Specific Book I*.

4.4.1.4.3.2 Bidders are encouraged to make each referenced POC aware of this process as early as possible and ensure referenced POCs provide the Purchaser with the completed CPQ by **no later than the BCD**.

4.4.1.4.4 If for any reason, referenced POCs do not provide any CPQ for a respective bid, that bid will be deemed non-compliant and not considered for further evaluation.

4.4.1.4.5 After the recency, relevancy, and quality of the Bidder's CERs have been determined, the Purchaser will assign one (1) of the five (5) performance confidence ratings in Table 4.

4.4.1.4.6 Unweighted scores for the Bidder's Corporate Experience and their respective descriptions for evaluation criteria are as follows:

SCORE		DEFINITION
NUMERICAL	ADJECTIVAL	
5	Very High Confidence	Based on the Bidder's recent/relevant experience, the Purchaser has a very high expectation that the Bidder will successfully perform the required effort.
4	High Confidence	Based on the Bidder's recent/relevant experience, the Purchaser has a high expectation that the Bidder will successfully perform the required effort.
3	Satisfactory Confidence	Based on the Bidder's recent/relevant experience, the Purchaser has a satisfactory expectation that the Bidder will successfully perform the required effort.
2	Low Confidence	Based on the Bidder's recent/relevant experience, the Purchaser has a low expectation that the Bidder will successfully perform the required effort.
1	No Confidence	Based on the Bidder's recent/relevant experience, the Purchaser has no expectation that the Bidder will be able to successfully perform the required effort.

Table 4: Corporate Experience Confidence Ratings

4.4.1.5 Oral Presentation / Technical Demonstration (Optional)

4.4.1.5.1 In the event Bidders are requested to elaborate on part of their Volume 2 in the form of a (virtual) oral presentation or technical demonstration, as set forth in Section 2.9, the Purchaser will evaluate the Bidder's oral presentation or technical demonstration, in accordance with the sub-criteria provided in Section 4.2 of the *Project-Specific Book I*.

4.4.1.5.2 If the presentation or demonstration does not validate the claims contained in the bid, the evaluation score assigned to the sub-criteria in question may be reduced.

4.4.1.6 Bidders are advised that any bid of which Volume 2 (Technical) receives an unweighted score of one (1), in any of the sub-criteria listed in Section 4.2 of the *Project-Specific Book I*, may not be considered for further evaluation.

4.4.2 Lowest Price Technically Compliant

4.4.2.1 Upon determination of the lowest priced bid (Evaluation Step 2: Price Evaluation), Volume 2 (Technical) will be evaluated to confirm compliance with the technical criteria outlined in Section 4.2 of the *Project-Specific Book I*.

4.4.2.2 The purpose of the technical evaluation is to assess whether the bid will satisfy NCIA's minimum requirements. The scoring of a technical bid using the LPTC methodology will utilize the rating scheme illustrated in *Table 5*.

RATING	DESCRIPTION
Compliant	Bid clearly meets the minimum requirements of the solicitation.
Non-Compliant	Bid does not clearly meet the minimum requirements of the solicitation.

Table 5: Technically Compliant/Non-Compliant Ratings

4.4.3 The Purchaser will evaluate the Bidder’s Corporate Experience based on the following three (3) aspects:

4.4.3.1 **Recency:** This is a measure of the elapsed time from when the Corporate Experience referenced work last occurred to the date of bid submission. The Purchaser will not consider any referenced Corporate Experience, longer than six (6) years from bid submission, with a performance duration of less than six (6) months, to be recent.

4.4.3.2 **Relevancy:** Relevancy is a measure of the extent of similarity between the service/support effort, complexity, or other comparable attributes of corporate experience examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

4.4.3.2.1 If the Bidder’s referenced experience does not contain all of the aspects listed in 3.3.1.2.3.4 of the *Project-Specific Book I*, the Purchaser will determine it to be non-relevant.

4.4.3.2.2 The Purchaser will not consider any non-relevant Corporate Experience References for evaluation purposes.

4.4.1.1 **Quality:** The Purchaser will evaluate the quality of the Bidder’s Corporate Experience based on the submitted outcomes described in Section 3 of the submitted CER forms and assign one (1) of the two (2) ratings accordingly in the following table:

RATING	DESCRIPTION
Satisfactory	The bidder met all contractual requirements in this performance aspect. Although performance issues may have existed, the contractor’s associated corrective actions were satisfactory.
Unsatisfactory	The bidder did not meet most contractual requirements for this performance aspect, and recovery was not in a timely manner. There were serious problems, and the contractor’s corrective actions were ineffective.

Table 6: LPTC Quality Ratings

4.4.3.3 The Purchaser reserves the right to contact the referenced POC, provided in each Bidder-submitted CER form, to confirm accuracy of the submission.

4.4.3.3.1 If after several attempts, the Purchaser is unable to contact the POC and verify the Bidder’s experience, the bid submission may be determined Non-Compliant.

4.4.3.4 After the recency, relevancy, and quality of the Bidder’s CER forms have been determined, the Purchaser will assign one (1) of the two (2) ratings, in Table 5, for Corporate Experience.

4.5 Evaluation Step 3 (for BV); Evaluation Step 2 (for LPTC): Price Evaluation

4.5.1 Volume 3 (Price) will be evaluated to determine that the proposed price is fair and reasonable as follows:

4.5.1.1 The price meets the requirements for preparation and submission of Volume 3 (Price) set forth in the Section 3 of these general bidding instructions and the *Project-Specific Book I*.

4.5.1.2 Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.

4.5.1.3 Volume 3 (Price) meets requirements for price realism as described below in paragraphs 4.5.6 or 4.5.7.

4.5.2 A bid which fails to meet the evaluation criteria, may be declared non-compliant and may not be evaluated further by the Purchaser.

4.5.3 Basis of Price Comparison

4.5.3.1 The Purchaser will convert all quoted prices into euro for purposes of comparison and computation of price scores (BV) or determination of the lowest price (LPTC). The exchange rate to be utilized by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the BCD.

4.5.3.2 The price comparison will be based on the offered total price as submitted in Volume 3 (Price).

4.5.4 Present Value

4.5.4.1 For procurements where lifecycle costs are included and where the commitment for total lifecycle costs expands over a period of more than eight (8) years, the price to be evaluated shall be determined by the Present Value (PV) of the investment payments and the operation and maintenance payments (if any, including outsourced manpower that might be required) over the estimated lifecycle of the system.

4.5.4.2 For computation of price scores, the Purchaser will use a PV analysis of the evaluated prices. This calculation will convert the annual value, per the payment schedule, to a total PV. The rate applied by the Purchaser will be based on the European Central Bank 10-year Euro Bond rate, as it stands at the close of business on the last working days before the Bid Closing Date.

4.5.4.3 The evaluated grand total will include the total PV of the annual values of the CLIN(s) indicated in the applicable *Bidding Sheet*. An example PV conversion is included below:

10 Year Euro Bond Rate		3.21%
Year	Fixed Price	Present Value
1	€ 2,000,000	€ 2,000,000
2	€ 2,000,000	€ 1,937,797
3	€ 2,000,000	€ 1,877,528
4	€ 2,000,000	€ 1,819,134
5	€ 2,000,000	€ 1,762,556
6	€ 2,000,000	€ 1,707,737
7	€ 2,000,000	€ 1,654,624
8	€ 2,000,000	€ 1,603,163
9	€ 2,000,000	€ 1,553,302
10	€ 2,000,000	€ 1,504,991
11	€ 2,000,000	€ 1,458,184
12	€ 2,000,000	€ 1,412,832
13	€ 2,000,000	€ 1,368,890
Total	€ 26,000,000	€ 21,660,737

Table 7: Present Value Conversion

4.5.5 Accuracy – Order of Precedence

4.5.5.1 Bidders are responsible for the accuracy of their price bid. In case of inconsistencies between different parts of the *Bidding Sheet* and notwithstanding the possibility for the Purchaser, at its sole discretion, to resort to the Clarification Request process described at paragraph 4.1.4, for the purpose of determining the bid price subject to evaluation, the price in the 'Offer Summary' worksheet of the *Bidding Sheet* will be given precedence.

4.5.6 Price Realism for NATO Security Investment Programme (NSIP)-funded Solicitations

4.5.6.1 In the event that the successful Bidder has submitted a Volume 3 (Price) that is less than two-thirds of the average of remaining compliant bids, the Purchaser must ensure that the successful Bidder has not artificially reduced the offered price to assure contract award. As such, the Purchaser will request the firm to provide clarification of the bid and will inform the national delegation of the firm. In this regard, the Bidder shall provide an explanation to both the Purchaser and their national delegation on the basis of one of the following reasons:

4.5.6.1.1 An error was made in the preparation of Volume 3 (Price). The Bidder must document the nature of the error and show background documentation regarding the preparation of Volume 3 (Price) that convincingly demonstrates that an error was made by the Bidder. In such a case, the Bidder may request to remain in the competition and accept the contract at the bid price, or to withdraw from the competition;

4.5.6.1.2 The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce the costs of Bidder resulting in an offered price that is realistic. The Bidder's explanation must support the technical bid offered and convincingly and objectively describe the competitive advantage and the savings achieved by this advantage over standard market costs, practices and technology;

4.5.6.1.3 The Bidder understands that the submitted Volume 3 (Price) is unrealistically low in comparison with the level of effort required. In this case, the Bidder is required

to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

4.5.6.2 If a Bidder fails to submit a comprehensive and convincing explanation for one of the bases above, the Purchaser shall declare the bid non-compliant and the Bidder will be so notified.

4.5.6.3 If the Purchaser accepts the Bidder's explanation of mistake and allows the Bidder to accept the contract at the bid price or the explanation regarding competitive advantage is convincing, the Bidder shall agree that the supporting pricing data submitted with its bid will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications or additions to the contract and that no revisions of proposed prices will be made.

4.5.7 Price Realism for Non-NATO Security Investment Programme-funded Solicitations

4.5.7.1 Should a Bidder submit a Volume 3 (Price) that is not a realistic reflection of the objective cost of performance of the associated technical bid, this may be considered by the Purchaser to be an unrealistic price and may be determined to be non-compliant.

4.5.7.2 Possible indicators of an unrealistic Volume 3 (Price) may include, but are not limited to:

4.5.7.2.1 Labour costs that, when amortized 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.

4.5.7.2.2 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.

4.5.7.2.3 Line item prices for supplies and service that are provided at no cost or at nominal prices.

4.5.7.3 If the Purchaser suspects that a Bidder has proposed an unrealistic price, the Purchaser will request clarification of the bid 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 bid submitted as non-compliant. Alternatively, the Bidder may respond and request to withdraw from the competition.

4.5.7.4 If the Purchaser accepts the Bidder's explanation, the Bidder shall agree that any supporting pricing data submitted with its bid will be incorporated by reference in the resultant contract. The Bidder shall agree as a condition of contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the contract and that no revisions of proposed prices will be made.

4.6 Evaluation Step 4: Determination of Apparent Successful Bidder for Contract Award

4.6.1 Upon conclusion and approval of the administrative, price and technical evaluation results, the apparent successful bid, following which will be a contract award, will be

determined as follows.

4.6.2 Best Value Determination:

4.6.2.1 The pre-determined weighting scheme for the technical evaluation will be unsealed and the scores for the second level technical criteria factors will be calculated for each compliant bid:

4.6.2.1.1 The total weighted Technical Score shall be calculated using the following formula, which factors into the equation of each second level sub-criteria and its corresponding weight:

$$\text{Total weighted Technical Score (TS)} = a\% \cdot \text{TS1} + b\% \cdot \text{TS2} + c\% \cdot \text{TS3} + \dots$$

(where for each of the second level sub-criteria, "TS1, TS2, TS3, ..." ≤ are the technical score;
and "a%, b%, c%, ..." are the related weighting factors)

4.6.2.1.2 The Price Score shall be determined according to the following formula:

$$\text{Price Score (PS)} = 100 \cdot (1 - (\text{Bid price} / (2 \cdot \text{Average Bid Price})))$$

(where Bid Price and Average Bid Price will be the investment cost or the Present Value of the system life-cycle cost)

4.6.2.1.3 Finally, all partial scores will be fed into the following formula in order to obtain the Best Value Score of each bid:

$$\text{Best Value Final Score (FS)} = \text{PS} \cdot z\% + \text{TS} \cdot (1 - z\%) \leq 100$$

(where "z%" is the authorized weighting factor for the first level price criteria)

4.6.2.2 The highest scored bid will be recommended as the apparent successful bid.

4.6.2.3 A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point (1.0) of each other. For example, final scores of 67.30 and 68.30 are within one point of each other and would therefore be considered a statistical tie. Final scores of 67.30 and 68.31 are more than one point apart and would not be considered a statistical tie. The Purchaser will then resolve the statistical tie by awarding the contract to the bid with the highest weighed technical score.

4.6.3 Lowest Price Technically Compliant Determination:

4.6.3.1 The lowest priced technically compliant bid will be recommended as the apparent successful bid.

4.6.3.2 Prior to confirmation of award, the Purchaser may invite the Bidder with the apparent successful bid to one or more rounds of pre-award discussions. These discussions shall aim at clarifying and confirming, within the boundaries of the solicitation documents, any remaining topics and results in the preparation of the final contractual documents.

4.6.3.3 Upon the successful completion of these pre-award discussions, to the Purchaser's full satisfaction, confirmation of final bid compliance will be noted.

4.6.3.4 The Purchaser will deliver the final set of contractual documents to the Bidder for their signature.

4.7 Unsuccessful Bidders

- 4.7.1** Unsuccessful Bidder(s) will so be notified in accordance with the notification procedures outlined in the Governing Rules in paragraph 1.3 of these General Bidding Instructions.

END OF GENERAL BIDDING INSTRUCTIONS



**PROJECT-SPECIFIC BOOK I - APPENDIX A
ADMINISTRATIVE CERTIFICATES**

Table of Contents

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n/a	Signature Page

Instructions

- STEP 1.** Complete the certificates by filling out the fields. If you do not see the blue fillable fields, [hover here to see further instructions](#).
 - STEP 2.** In case there is not enough space in the fillable fields to complete the requested information, please refer to the second to last page “Continuous Information” to continue.
 - STEP 3.** Please review your input for correctness and ensure you have not missed any fields or checkboxes.
 - STEP 4.** Before you sign, remember to check the box on the **signature page**. Please note that this will automatically lock all fillable fields. Once checked, you will no longer be able to correct the information on the certificates. Then proceed to fill in the signatory details and finally click on the signature box to electronically sign.
- REMINDER:** In accordance with Section 3.4.3 of the General Bidding Instructions, no information disclosing or contributing to disclose the bid price shall be made part of Volume 1 (Administration). Failure to abide to this prescription shall result in the bid being declared non-compliant.

For information, please refer to the Solicitation's Point of Contact as defined in Section 2.1 of the Project-Specific Book I.



APPENDIX A.1
CERTIFICATE OF LEGAL NAME OF BIDDER

This bid is prepared and submitted on behalf of the legal corporate entity specified below and hereafter referred to as the Bidder:

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB-DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS:

EMAIL ADDRESS: _____

POINT OF CONTACT (POC) FOR THIS BID:

MAIN POC:

FULL NAME: _____

POSITION: _____

TELEPHONE: _____

EMAIL: _____

ALTERNATIVE POC:

FULL NAME: _____

POSITION: _____

TELEPHONE: _____

EMAIL: _____



APPENDIX A.2
ACKNOWLEDGEMENT OF RECEIPT OF SOLICITATION AMENDMENTS

- I, the undersigned, as an authorized representative of the Bidder, confirm there were **no amendments** to Solicitation No.

- I, the undersigned, as an authorized representative of the Bidder, confirm to have received the following amendment(s) to Solicitation No.
and the bid, as submitted, reflects the content of such amendment(s):

AMENDMENT NUMBER	DATE OF ISSUE BY THE PURCHASER	DATE OF RECEIPT BY THE Bidder

APPENDIX A.3 CERTIFICATE OF INDEPENDENT DETERMINATION

1. I, the undersigned, as an authorized representative of the Bidder and in connection with this Solicitation, certify that:
 - a) I have read and understand all documentation issued as part of this Solicitation.
 - b) The bid submitted in response to the referred Solicitation is fully compliant with the provisions of the Solicitation and the prospective contract.
 - c) This bid was prepared independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or competitor;
 - d) The contents of this bid was not 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 competitor*, and;
 - e) No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

2. I, the undersigned, as an authorized representative of the Bidder, also certify that:
 - I am the person within the Bidder's organization responsible for the contents of this bid and confirm that I have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above, or;
 - I am not the person within the Bidder's organization responsible for the contents of this bid but I have been authorized in writing to act as agent for the person(s) responsible for the contents and therefore certify that:
 - (i) such person(s) has/have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above, and;
 - (ii) they themselves have not participated, and will not participate, in any action contrary to paragraphs 1(a) through 1(e) above.

** Note: if the Bidder deletes or modifies subparagraph (1d) of this ANNEX A.3, the Bidder must furnish a signed statement with its bid setting forth in detail the circumstances of such disclosure.*



APPENDIX A.4
CERTIFICATE OF ORIGIN OF SUPPLIES AND SERVICES

I, the undersigned, as an authorized representative of the Bidder, hereby warrant that, to the best of my knowledge and belief:

- a. None of the work specified in our bid, including project design, labour and services shall be performed other than by firms from and within Participating Countries;
- b. Except for those items listed in paragraph c below, no materials or items of equipment, specified in our bid, down to and including identifiable sub-assemblies, shall be manufactured or assembled by a firm other than from and within a Participating 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 following items are or will be manufactured or assembled in non-participating countries or include components, down to and including identifiable sub-assemblies, that are or will be manufactured or assembled in non-participating countries:

CLIN/Item Ref.	Description	Country of Origin

- d. No items equivalent to the ones specified in paragraph c above exist, in sufficient and reasonably available commercial quantities and quality to satisfy the requirements specified in the solicitation of bids, which are manufactured or assembled in Participating Countries, or which include components, down to and including identifiable sub-assemblies, which are manufactured or assembled in Participating Countries.
- e. The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees royalty charges shall be paid by the Bidder to firms, individuals or governments other than within the NATO member countries.

This certification is a material representation of fact upon which reliance will be placed when awarding the contract. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Purchaser, the Contracting Officer may terminate the contract resulting from this Solicitation for default.



**APPENDIX A.5
DISCLOSURE OF INVOLVEMENT OF FORMER NCIA 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 restrictions applicable to former NCIA personnel as per the Supplier Code of Conduct, available [here](#) in the terms and conditions section of the NCIA public website.

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 the NCIA within the last two (2) years.

have held employment with the NCIA within the last two (2) years and attest in a **signed statement**, which will be attached hereto, that:

- a) They did not have **decision-making authority** over contract awards or primary project oversight while employed at the NCIA; and
- b) They **were not involved** in procurement, strategy, or oversight **related to this solicitation or similar projects**.

If applicable, complete the details of former NCIA personnel below:

EMPLOYEE NAME	FORMER NCIA POSITION	CURRENT COMPANY POSITION



APPENDIX A.6 DECLARATION OF USE OF ARTIFICIAL INTELLIGENCE

Please indicate whether your bid includes the use of Artificial Intelligence (AI) technologies. By signing this Declaration the Bidder commit to the full and exhaustive disclosure of all instances and the extent of use of AI technologies.

If it is determined that the Bidder infringed this Declaration through intentional or negligent undisclosed or unauthorized use of AI technologies, in addition to other remedies available to the Purchaser, the NCIA may terminate the prospective contract (if awarded) resulting from this Solicitation for default. Any cost or damage to the NCIA resulting from such non-compliance with this Declaration shall be borne by the Bidder.

I, the undersigned, as an authorized representative of the Bidder, hereby declare that:

- Yes, AI technologies **were used** in the preparation of the bid as well as in the proposed solution to the requirements.
- No, AI technologies **were not used** in the preparation of the bid and the proposed solution to the requirements.

I further declare that:

- Yes, AI technologies **will be used** to fulfil the prospective contract's requirements.
- No, AI technologies **will not be used** to fulfil the prospective contract's requirements.

If you answered "Yes" to any of the above, you must provide the following details and confirm your commitment to responsible AI use:

1. Description of AI Technologies:

2. Application of AI Technologies:

3. Commitment to Responsible AI Use:

I confirm that the AI technologies used in the bid adhere to the "NATO Principles of Responsible Use of Artificial Intelligence in Defence" as outlined [here](#), any other applicable NATO Policies and Regulations, and the Contract General and Special Provisions.

I understand failure to adhere to these Principles may result in contract termination for default.



APPENDIX A.7
DISCLOSURE OF REQUIREMENTS FOR NCIA EXECUTION OF
SUPPLEMENTAL AGREEMENTS

I, the undersigned, as an authorized representative of the Bidder, certify that (*check the applicable statement below*):

I **do not** have any supplemental agreements to disclose for the performance of this prospective contract (*making points 1 to 3 below obsolete*).

I **do** have supplemental agreements to disclose for the performance of this contract (*complete points 2 and 3 below in a separate attachment to this certificate*).

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the prospective contract but required by my government, and the governments of my sub-contractors, to be executed by the NCIA as a condition of my firm's performance of the contract, have been identified as part of the bid.
2. Examples of the terms and conditions of such agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the prospective contract, see (*complete, if any*):

These anticipated restrictions, and potential conflicts, are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.

3. The processing time for these agreements is calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see (*complete, if any*):
4. We recognize that additional supplemental agreements, documents and permissions presented as a condition of contract performance or Memorandum of Understanding signature after our firm would be selected as the successful Bidder, may be cause for the NCIA to determine the submitted offer to be non-compliant with the requirements of this Solicitation.
5. We accept that, should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the prospective contract in accordance with its schedule, terms or specifications, the prospective contract may be terminated by the Purchaser at no cost to either Party (i.e. Purchaser and Bidder).



APPENDIX A.9
LIST OF PROSPECTIVE SUBCONTRACTORS/CONSORTIUM MEMBERS

I, the undersigned, as an authorized representative of the Bidder, certify that (*check the applicable statement below*):

- there are no** subcontractors/consortium members involved to perform under the prospective contract.
- the **following** subcontractors/consortium members will be involved to perform under the prospective contract:

NAME AND ADDRESS OF SUBCONTRACTOR, INCL. COUNTRY OF ORIGIN/REGISTRATION	PRIMARY LOCATION OF WORK	ITEMS/SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACT (IN CURRENCY)



**APPENDIX A.10
BIDDER BACKGROUND IPR**

The Bidder Background Intellectual Property Rights (“IPR”), specified in the table below, will be used for the purpose of carrying out work pursuant to the prospective contract.

ITEM	DESCRIPTION	INDICATE IF COTS ¹

The 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.

The Background IPR stated above complies with the terms specified in _____ of the Contract Special Provisions and shall be licensed to the Purchaser according to the terms and conditions specified therein and in Article 30 of the Contract General Provisions.

¹ Indicate whether the IPR is applicable to a COTS product, as defined in the Contract General Provisions.



APPENDIX A.11

SELF-ATTESTATION – COMPLIANCE WITH SAFEGUARDING NATO INFORMATION CONTROLS

The security requirements required by the contract's Special Provisions clause, *Basic Safeguarding of Contractor Communication and Information Systems (CIS)*, shall be implemented for NATO Information on all contractor communication information systems (CIS) that support the performance of this contract.

I, the undersigned, as an authorized representative of the Bidder, certify that:

by submission of this bid, we assure the Purchaser that we will comply and implement the mandatory security measures in accordance with the Book II Special Provisions, *Basic Safeguarding of Contractor Communication and Information Systems (CIS)*, and their mandatory references not later than by Contract Award or as agreed by the Contracting Officer.

I can supply supporting evidence, upon request by the Contracting Officer, by means of a completed System Security Plan (or extract thereof) and any associated plans of actions developed to describe the Contractor's CIS where NATO Information associated with the execution and performance of this contract is processed, stored, developed, or transmitted.

¹ System Security Plan describes the system components that are included within the system, the environment in which the system operates, how the security requirements are implemented, and the relationships with or connections to other systems.



APPENDIX A.12 SELF-ATTESTATION – VENDOR SUPPLY CHAIN SECURITY

I, the undersigned, as an authorized representative of the Bidder, hereby affirm that the security of the supply chain for the following product(s) (*list the product(s) below*) has/have been assessed against the requirements laid down in directive AC/322- D(20170016 (INV, named “NATO SUPPLY CHAIN SECURITY REQUIREMENTS FOR COMMERCIAL OFF THE SHELF COMMUNICATION AND INFORMATION SYSTEMS SECURITY ENFORCING PRODUCTS”, available [here](#) in the terms and conditions section of the NCIA public website:

I endorse this supply chain security statement for the product(s) listed above, which covers the following items, and I can supply supporting evidence if required:

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



VOLUME 1: ADMINISTRATION
SIGNATURE PAGE

I, the undersigned, as an authorized representative of the Bidder, certify that the information provided in this Appendix A is true, accurate, and complete to the best of my knowledge. I understand that any misrepresentation or omission of facts may result in this bid being declared non-compliant or termination of the contract if awarded.

I further understand that these Administrative Certificates constitute Volume 1 (Administration) of the bid and are essential for ensuring compliance to the administrative evaluation process.

I confirm to have reviewed, understood, and accepted the terms and conditions governing this Solicitation, including but not limited to:

- General Contract Provisions - *version*
- Special Contract Provisions - *version NCIA-ACQ-2.005*
- [General Bidding Instructions](#) - *version NCIA-ACQ-2.001A*

SIGNATURE DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE



Bidder Name: [Enter company name]
Submission Date: [Enter date]

QUESTIONS AND ANSWERS FORM

CO-42530191-CUAS

Serial #	Category	Solicitation Source Document	Solicitation Paragraph Reference	Bidder's Question	NCIA's Answer	Solicitation Package Amended	Answer Released in AMD #
1	Choose an option.	Choose an option from the list or provide your own input.					
2	Choose an option.	Choose an option from the list or provide your own input.					
3	Choose an option.	Choose an option from the list or provide your own input.					
4	Choose an option.	Choose an option from the list or provide your own input.					
5	Choose an option.	Choose an option from the list or provide your own input.					
6	Choose an option.	Choose an option from the list or provide your own input.					
7	Choose an option.	Choose an option from the list or provide your own input.					
8	Choose an option.	Choose an option from the list or provide your own input.					
9	Choose an option.	Choose an option from the list or provide your own input.					
10	Choose an option.	Choose an option from the list or provide your own input.					



APPENDIX D
CORPORATE EXPERIENCE REFERENCE

In accordance with the Project-Specific Book I, Bidders are required to submit no more than three (3) Corporate Experience Reference (CER) forms.

When submitted, this document must not exceed three (3) pages per CER.

AFTER completing the CER form(s), please click the below checkbox to make the fillable fields read-only before submitting this document as part of your bid.

Full Name:

Title/Position:

I, the undersigned, hereby confirm that I have completed this form to the best of my knowledge and understanding. I acknowledge that all the information provided is accurate and truthful. I understand that the NCIA reserves the right to confirm accuracy of the provided information by contacting the referenced point of contact(s).

Signature:

Reference Number 1:			
Agency, Company, or Organization Name and Address:			
POC Name:		Phone Number:	
Official Title:			
E-Mail Address:			
Contract Title:			
Contract or Reference Number:			
Contract Period of Performance:		Contract Value:	
Primary Work Location* (Country, Province or State, City)			

**Additional work locations may be provided in 2. Relevance to Proposed Effort.*

1. Referenced Contract Summary

Bidders are required to provide a brief summary of the reference contract **Number 1**. Please review Section 3 of the Project-Specific Book I and the [General Bidding Instructions](#) for guidance:

2. Relevance to Proposed Effort

Bidders are required to explain what aspects of the referenced contract **Number 1** relate to the proposed effort. Please review Section 3 of the Project-Specific Book I and the [General Bidding Instructions](#) for guidance:

3. Performance Insights

Bidders are required to outline key successes, challenges faced, and lessons learned of the referenced contract **Number 1**. Please review Section 3 of the Project-Specific Book I and the [General Bidding Instructions](#) for guidance:

#	LOT Letter	LOT Description	TOTAL FFP BUY	TOTAL FFP LEASE	NON-WEIGHTED PRICE FINAL	FOR EVALUATION PURPOSE		WEIGHTED PRICE FINAL	
						weighting factor			CURRENCY
						60%	40%		
1	A	LOT A, BV: Static Capabilities for Point Defense	-	-	-	-	-	-	
2	B	LOT B, BV: CUAS Static Capabilities for Area Defense	-	-	-	-	-	-	
3	C	LOT C, BV: CUAS Static Capabilities for Border Protection	-	-	-	-	-	-	
4	D	LOT D, BV: CUAS Transportable Capabilities for Point Defense	-	-	-	-	-	-	
5	E	LOT E, BV: CUAS Transportable Capabilities for Area Defense	-	-	-	-	-	-	
6	F	LOT F, BV: CUAS Transportable Capabilities for Border Protection	-	-	-	-	-	-	
7	G	LOT G, BV: CUAS On-The-Move Capabilities for Point Defense	-	-	-	-	-	-	
8	H	LOT H, BV: CUAS On-The-Move Capabilities for Area Defense	-	-	-	-	-	-	
9	I	LOT I, BV: CUAS On-The-Move Capabilities for Convoy Protection	-	-	-	-	-	-	
10	J	LOT J, LP: Static Capabilities for Point Defense	-	-	-	-	-	-	
11	K	LOT K, LP: CUAS Static Capabilities for Area Defense	-	-	-	-	-	-	
12	L	LOT L, LP: CUAS Static Capabilities for Border Protection	-	-	-	-	-	-	
13	M	LOT M, LP: CUAS Transportable Capabilities for Point Defense	-	-	-	-	-	-	
14	N	LOT N, LP: CUAS Transportable Capabilities for Area Defense	-	-	-	-	-	-	
15	O	LOT O, LP: CUAS Transportable Capabilities for Border Protection	-	-	-	-	-	-	
16	P	LOT P, LP: CUAS On-The-Move Capabilities for Point Defense	-	-	-	-	-	-	
17	Q	LOT Q, LP: CUAS On-The-Move Capabilities for Area Defense	-	-	-	-	-	-	
18	R	LOT R, LP: CUAS On-The-Move Capabilities for Convoy Protection	-	-	-	-	-	-	

OFFER SUMMARY Instruction:

14. Each Lot will be price evaluated independently, i.e. if a bidder has offered prices for two Lots either one, both or none of them may be selected.

15. As mentioned before, the third level of each CLIN refers to the BUY and LEASE alternatives. The offered price for the alternative BUY will have a weight of 60% for the price evaluation. 40% is for the alternative LEASE. Therefore, the total weighted price of a Lot = 60% BUY + 40% LEASE will be used for evaluation purposes only. Please, refer to the "OFFER SUMMARY" tab for an overview of all Lots, including the prices offered by the bidder and the final weighted price used for evaluation.

Bidding Sheets Instructions

INTRODUCTION & IMPORTANT NOTES	
	<p>Introduction</p> <p>All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the bid as non compliant thus removing the bidder from the bidding process.</p> <p>Bidders are REQUIRED to complete the following generic sheets:</p> <ul style="list-style-type: none"> - "OFFER SUMMARY" there is only one input cell (J4), which is colour coded YELLOW. - "CLIN Summary - BV", input cells are colour coded YELLOW. - "CLIN Summary - LP", input cells are colour coded YELLOW. <p>and the following detailed sheets:</p> <ul style="list-style-type: none"> - "Labour", - "Material", - "ODC" - "Rates", <p>Travel is not part of the evaluation, therefore there is no "Travel" sheet. Travel costs will be presented by the successful bidder once a purchase order is agreed. Please refer to the Bidding Instructions for further information on this matter.</p> <p>Indirect rates, such as G&A, Overhead, material handling and other, do not need to be separately calculated in the detail sheets but must be included in the totals for each category (Labour/Material/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 of the detailed calculations. The list of these rates will be requested in pre-contract award from the winning bidder.</p> <p>IMPORTANT NOTES</p> <ol style="list-style-type: none"> 1. Any information found within GREEN boxes throughout the entire document is provided as an instruction and/or example only. 2. These bidding sheets include certain predefined formulas, provided by the Agency, to reflect the applicable pricing methodology, including the weighting between the BUY and LEASE alternatives. Such formulas should not be modified unless expressly instructed. Bidders are fully responsible for the accuracy of all values entered, including the Firm Fixed Unit Prices, as well as for any formulas created by the bidder, including formulas linking the CLIN Summaries to the detailed breakdown spreadsheets (e.g. Labour, Material, ODC). Ultimately, the bidder is responsible for ALL values, formulas and calculations within the bidding sheets that are submitted to the Agency. 3. Bidders shall declare the bidding currency. Only one (1) currency shall be used consistently across all biddings sheets. A specific currency is not mandatory. The bidder can select the currency from the drop down menu of the currency field.
CLIN STRUCTURE: BEST VALUE (BV) and Lowest Price Technically Compliance (LP)	

<p>CLIN SUMMARY BV CLIN SUMMARY LP</p>	<p>4. CLINs are organised into several hierarchical levels:</p> <p>4.1. First level (W) : Lot identification (A through R):</p> <p>In total there are 18 Lots, resulting from the combination of four (4) defense/protection scenarios and four (4) categories:</p> <ul style="list-style-type: none"> - Nine (9) base scenarios or Lots for BV (Lot A through Lot I), under tab "CLIN Summary - BV". - Nine (9) base scenarios or Lots for LP (Lot J through Lot R), under tab "CLIN Summary - LP". <p>4.2. Second level (XX): classification based on Best Value (BV) or Lowest Priced Technically Compliant (LP).</p> <p>4.3. Third level (Y): classification based on type of alternative, BUY or LEASE.</p> <p>5. As a result of the above, each CLIN has the following structure: CLIN W_XX_Y.</p> <ul style="list-style-type: none"> W: refers to the Lot letter, from A through R (18 Lots in total). XX: refers to the procurement process type, BV = Best Value or LP = Lowest Price Technically Compliant. Y: refers to the alternative , B = BUY or L = LEASE. <p>Example 1: CLIN A_BV_B.1 refers to the Lot A_Best Value_BUY (CUAS equipment - Static Capabilities for Point Defense (1-year warranty included)).</p> <p>Example 2: CLIN J_LP_L.1 refers to the Lot J_Lowest Price Technically Compliant_LEASE (CUAS Lease for 4 Years - CUAS Static Capabilities for Point Defense).</p> <p>6. Lots for BV and LP have been presented in separate worksheets ("CLIN SUMMARY - BV" and "CLIN SUMMARY - LP") to improve clarity and avoid confusion. This separation does not limit bidder's ability to submit prices for any Lot, irrespective of their classification as BV or LP.</p>
<p>CLIN INSTRUCTIONS</p>	
<p>CLIN SUMMARY BV CLIN SUMMARY LP</p>	<p>7. Bidders are to populate all YELLOW cells.</p> <p>8. Bidders may submit bids for any number of Lots, individually or in combination, including a bid covering all Lots.</p> <p>9. For any Lot being bid on, it is mandatory to offer prices for the two alternatives BUY/LEASE. Partial bidding within a Lot is not allowed.</p> <p>10. The BUY alternative of the each CUAS capability shall include one (1) year of system warranty as part of the total capability price.</p> <p>11. For any Lot being bid on, Firm Fixed Unit Prices (column J) need to be provided for every CLIN.</p> <p>12. The Firm Fixed Unit Prices entered by the bidder in the CLIN SUMMARY shall represent the total aggregated cost derived from the detailed cost breakdown provided in the corresponding Labour, Material and ODC sheets. The bidder is expected to provide the corresponding Bill of Materials within the Material worksheet. Further details are provided under item 19.</p> <p>13. For any Lot being bid on, if the bidder decides to keep any CLIN at zero costs, the reason for it has to be explained in the corresponding Comments field (Column L).</p>
<p>LOT EVALUATION</p>	

<p>OFFER SUMMARY CLIN SUMMARY BV CLIN SUMMARY LP</p>	<p>14. Each Lot will be price evaluated independently, i.e. if a bidder has offered prices for two Lots either one, both or none of them may be selected.</p> <p>15. As mentioned before, the third level of each CLIN refers to the BUY and LEASE alternatives. The offered price for the alternative BUY will have a weight of 60% for the price evaluation. 40% is for the alternative LEASE. Therefore, the total weighted price of a Lot = 60% BUY + 40% LEASE will be used for evaluation purposes only. Please, refer to the "OFFER SUMMARY" tab for an overview of all Lots, including the prices offered by the bidder and the final weighted price used for evaluation.</p> <p>16. An Economic Price Adjustment (EPA) clause will be applied to year 3 and year 4 of the Operations and Maintenance of the BUY alternative, as well as to year 3 and year 4 of the LEASE alternative. Further information can be found in article 11, 26.5.2 of the Contract Special Provisions and paragraph 3.1.3 of the Bidding Instructions.</p>
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DETAILED TABS/SHEETS

<p>LABOUR MATERIAL ODCs</p>	<p>17. The detailed tabs 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 that is associated from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns within tables, or omit information from columns, but may add columns if necessary, although it's not anticipated this will be needed.</p> <p>18. The list of G&A, Overhead, material handling and other indirect rates do not need to be separately calculated in the detail sheets but must be included in the totals for each category (Labour/Material/ODC) as appropriate. 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).</p> <p>Important Note: The Total Sum of the "fully burdened" cost column should equal the Grand Total cost for each category (Labour, Material ODC), including profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with that category.</p>
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<p>MATERIAL</p>	<p>19. Within the Material sheet, Column D "Equipment name", includes a drop-down menu. This menu is structured according to a two (2) level system architecture, consisting of three (3) main systems: DTI, Effector and C2, and their respective subsystems. There is also another two options: "Ancillaries" and "Other". Bidders shall select the appropriate system and subsystem when completing the material breakdown:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td>SYSTEM-SUBSYSTEM</td></tr> <tr><td>DTI: Radar System</td></tr> <tr><td>DTI: Passive RF detection system</td></tr> <tr><td>DTI: Cyber detection system</td></tr> <tr><td>DTI: EO/IR Camera</td></tr> <tr><td>DTI: additional element.....</td></tr> <tr><td>Effector: Jammer</td></tr> <tr><td>Effector: Spoofing</td></tr> <tr><td>Effector: Cyber effector</td></tr> <tr><td>Effector: Drone net</td></tr> <tr><td>Effector: Drone interceptor</td></tr> <tr><td>Effector: Ballistic</td></tr> <tr><td>Effector: additional element.....</td></tr> <tr><td>C2: C2 system</td></tr> <tr><td>C2: Drone Library database</td></tr> <tr><td>C2: additional element.....</td></tr> <tr><td>Ancillaries</td></tr> <tr><td>Other</td></tr> </table>	SYSTEM-SUBSYSTEM	DTI: Radar System	DTI: Passive RF detection system	DTI: Cyber detection system	DTI: EO/IR Camera	DTI: additional element.....	Effector: Jammer	Effector: Spoofing	Effector: Cyber effector	Effector: Drone net	Effector: Drone interceptor	Effector: Ballistic	Effector: additional element.....	C2: C2 system	C2: Drone Library database	C2: additional element.....	Ancillaries	Other
SYSTEM-SUBSYSTEM																			
DTI: Radar System																			
DTI: Passive RF detection system																			
DTI: Cyber detection system																			
DTI: EO/IR Camera																			
DTI: additional element.....																			
Effector: Jammer																			
Effector: Spoofing																			
Effector: Cyber effector																			
Effector: Drone net																			
Effector: Drone interceptor																			
Effector: Ballistic																			
Effector: additional element.....																			
C2: C2 system																			
C2: Drone Library database																			
C2: additional element.....																			
Ancillaries																			
Other																			

<p>RATES</p>	<p>20. 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&A/OH/Material handling and any other indirect rates that they have applied to the bid.</p>
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LOT A_BV: Static Capabilities for Point Defense **No-Go-Zone**
Point Defense

CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
A_BV_B	BUY ALTERNATIVE - LOT A	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
A_BV_B.1	CUAS Capability- Static Capabilities for Point Defense (1-year warranty included)	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
A_BV_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Static Capabilities for Point Defense	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Static Capabilities for Point Defense	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN A_BV_B - BUY ALTERNATIVE - FFP										
A_BV_L	LEASE ALTERNATIVE - LOT A	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
A_BV_L.1	CUAS Lease for 4 Years - CUAS Static Capabilities for Point Defense	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Static Capabilities for Point Defense	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Static Capabilities for Point Defense	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Static Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Static Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN A_BV_L - LEASE ALTERNATIVE - FFP										

FINAL PRICE - LOT A (for information) For the evaluation of the final price of LOT A, please refer to the "SUMMARY - EVALUATION PURPOSE" tab. CURRENCY

LOT B_BV: CUAS Static Capabilities for Area Defense **No-Go-Zone**
3 km

CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
B_BV_B	BUY ALTERNATIVE - LOT B	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
B_BV_B.1	CUAS Capability- Static Capabilities for Area Defense (1-year warranty included)	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
B_BV_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Static Capabilities for Area Defense	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Static Capabilities for Area Defense	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN B_BV_B - BUY ALTERNATIVE - FFP										
B_BV_L	LEASE ALTERNATIVE - LOT B	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
B_BV_L.1	CUAS Lease for 4 Years - CUAS Static Capabilities for Area Defense	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Static Capabilities for Area Defense	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Static Capabilities for Area Defense	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Static Capabilities for Area Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Static Capabilities for Area Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN B_BV_L - LEASE ALTERNATIVE - FFP										

FINAL PRICE - LOT B (for information) For the evaluation of the final price of LOT B, please refer to the "SUMMARY - EVALUATION PURPOSE" tab. CURRENCY

LOT C_BV: CUAS Static Capabilities for Border Protection **No-Go-Zone**
20 km

CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
C_BV_B	BUY ALTERNATIVE - LOT C	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
C_BV_B.1	CUAS Capability- Static Capabilities for Border Protection (1-year warranty included)	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
C_BV_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Static Capabilities for Border Protection	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Static Capabilities for Border Protection	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN C_BV_B - BUY ALTERNATIVE - FFP										
C_BV_L	LEASE ALTERNATIVE - LOT C	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
C_BV_L.1	CUAS Lease for 4 Years - CUAS Static Capabilities for Border Protection	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Static Capabilities for Border Protection	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Static Capabilities for Border Protection	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Static Capabilities for Border Protection	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Static Capabilities for Border Protection	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN C_BV_L - LEASE ALTERNATIVE - FFP										

FINAL PRICE - LOT C (for information) For the evaluation of the final price of LOT C, please refer to the "SUMMARY - EVALUATION PURPOSE" tab. CURRENCY

LOT D_BV: CUAS Transportable Capabilities for Point Defense **No-Go-Zone**
Point Defense

CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
D_BV_B	BUY ALTERNATIVE - LOT D	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
D_BV_B.1	CUAS Capability- Transportable Capabilities for Point Defense (1-year warranty included)	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
D_BV_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Transportable Capabilities for Point Defense	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Transportable Capabilities for Point Defense	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN D_BV_B - BUY ALTERNATIVE - FFP										
D_BV_L	LEASE ALTERNATIVE - LOT D	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
D_BV_L.1	CUAS Lease for 4 Years - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN D_BV_L - LEASE ALTERNATIVE - FFP										

FINAL PRICE - LOT D (for information) For the evaluation of the final price of LOT D, please refer to the "SUMMARY - EVALUATION PURPOSE" tab. CURRENCY

LOT E_BV: CUAS Transportable Capabilities for Area Defense **No-Go-Zone**
3 km

CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
E_BV_B	BUY ALTERNATIVE - LOT E	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
E_BV_B.1	CUAS Capability- Transportable Capabilities for Area Defense (1-year warranty included)	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
E_BV_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Transportable Capabilities for Area Defense	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Transportable Capabilities for Area Defense	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN E_BV_B - BUY ALTERNATIVE - FFP										
E_BV_L	LEASE ALTERNATIVE - LOT E	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
E_BV_L.1	CUAS Lease for 4 Years - CUAS Transportable Capabilities for Area Defense	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Transportable Capabilities for Area Defense	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Transportable Capabilities for Area Defense	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Transportable Capabilities for Area Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Transportable Capabilities for Area Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN E_BV_L - LEASE ALTERNATIVE - FFP										

FINAL PRICE - LOT E (for information) For the evaluation of the final price of LOT E, please refer to the "SUMMARY - EVALUATION PURPOSE" tab. CURRENCY

LOT F_BV: CUAS Transportable Capabilities for Border Protection **No-Go-Zone**
20 km

CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
F_BV_B	BUY ALTERNATIVE - LOT F	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
F_BV_B.1	CUAS Capability- Transportable Capabilities for Border Protection (1-year warranty included)	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
F_BV_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Transportable Capabilities for Border Protection	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Transportable Capabilities for Border Protection	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN F_BV_B - BUY ALTERNATIVE - FFP										
F_BV_L	LEASE ALTERNATIVE - LOT F	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
F_BV_L.1	CUAS Lease for 4 Years - CUAS Transportable Capabilities for Border Protection	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Transportable Capabilities for Border Protection	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Transportable Capabilities for Border Protection	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Transportable Capabilities for Border Protection	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Transportable Capabilities for Border Protection	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
TOTAL CLIN F_BV_L - LEASE ALTERNATIVE - FFP										

FINAL PRICE - LOT F (for information) For the evaluation of the final price of LOT F, please refer to the "SUMMARY - EVALUATION PURPOSE" tab. CURRENCY

LOT G_BV: CUAS On-The-Move Capabilities for Point Defense **No-Go-Zone**
Point Defense

CLIN SUMMARY										
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CLIN Summary Instruction:
4. CLINs are organized into several hierarchical levels:
4.1. First level (W) - Lot Identification (A through R);
In total there are 18 Lots, resulting from the combination of four (4) defense/protection scenarios and four (4) categories:
- Nine (9) base scenarios or Lots for BV (Lot A through Lot I), under tab "CLIN Summary - BV".
- Nine (9) base scenarios or Lots for LP (Lot J through Lot R), under tab "CLIN Summary - LP".
4.2. Second level (XX): classification based on Best Value (BV) or Lowest Priced Technically Compliant (LP).
4.3. Third level (Y): classification based on type of alternative, BUY or LEASE.
5. As a result of the above, each CLIN has the following structure: CLIN W_XX_Y.
W: refers to the Lot letter, from A through R (18 Lots in total).
XX: refers to the procurement process type, BV = Best Value or LP = Lowest Priced Technically Compliant.
Y: refers to the alternative, B = BUY or L = LEASE.
Example 1: CLIN A_BV_B.1 refers to the Lot A_Best Value_BUY (CUAS equipment - Static Capabilities for Point Defense (1-year warranty included)).
Example 2: CLIN J_LP_L.1 refers to the Lot J_Lowest Priced Technically Compliant_LEASE (CUAS Lease for 4 Years - CUAS Static Capabilities for Point Defense).
6. Lots for BV and LP have been presented in separate worksheets ("CLIN SUMMARY - BV" and "CLIN SUMMARY - LP") to improve clarity and avoid confusion. This separation does not limit bidder's ability to submit prices for any Lot, irrespective of their classification as BV or LP.
7. Bidders are to populate all YELLOW cells.
8. Bidders may submit bids for any number of Lots, individually or in combination, including a bid covering all Lots.
9. For any Lot being bid on, it is mandatory to offer prices for the two alternatives BUY/LEASE. Partial bidding within a Lot is not allowed.
10. The BUY alternative of the each CUAS capability shall include one (1) year of system warranty as part of the total capability price.
11. For any Lot being bid on, Firm Fixed Unit Prices (column J) need to be provided for every CLIN.
12. The Firm Fixed Unit Prices entered by the bidder in the CLIN SUMMARY shall represent the total aggregated cost derived from the detailed cost breakdown provided in the corresponding Labour, Material and ODC sheets. The bidder is expected to provide the corresponding Bill of Materials within the Material worksheet. Further details are provided under item 19.
13. For any Lot being bid on, if the bidder decides to keep any CLIN at zero costs, the reason for it has to be explained in the corresponding Comments field (Column L).
14. Each Lot will be price evaluated independently, i.e. if a bidder has offered prices for two Lots either one, both or none of them may be selected.
15. As mentioned before, the third level of each CLIN refers to the BUY and LEASE alternatives. The offered price for the alternative BUY will have a weight of 60% for the price evaluation. 40% is for the alternative LEASE. Therefore, the total weighted price of a Lot = 60% BUY + 40% LEASE will be used for evaluation purposes only. Please, refer to the "OFFER SUMMARY" tab for an overview of all Lots, including the prices offered by the bidder and the final weighted price used for evaluation.
16. An Economic Price Adjustment (EPA) clause will be applied to year 3 and year 4 of the Operations and Maintenance of the BUY alternative, as well as to year 3 and year 4 of the LEASE alternative. Further information can be found in article 11, 26.5.2 of the Contract Special Provisions and paragraph 3.1.3 of the Bidding Instructions.

LOT J_LP: Static Capabilities for Point Defense	BASE SCENARIO FOR EVALUATION No-Go-Zone Point Defense
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CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
J_LP_B	BUY ALTERNATIVE - LOT J									
J_LP_B.1	CUAS Capability- Static Capabilities for Point Defense (1-year warranty included)	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
J_LP_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Static Capabilities for Point Defense	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 3 - CUAS Static Capabilities for Point Defense	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Static Capabilities for Point Defense	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN J_LP_B - BUY ALTERNATIVE - FFP									
J_LP_L	LEASE ALTERNATIVE - LOT J									
J_LP_L.1	CUAS Lease for 4 Years - CUAS Static Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Static Capabilities for Point Defense	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Static Capabilities for Point Defense	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Static Capabilities for Point Defense	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Static Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN J_LP_L - LEASE ALTERNATIVE - FFP									

FINAL PRICE - LOT J (for information) For the evaluation of the final price of LOT J, please refer to the "SUMMARY - EVALUATION PURPOSE" tab.

LOT K_LP: CUAS Static Capabilities for Area Defense	BASE SCENARIO FOR EVALUATION No-Go-Zone 3 km
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CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
K_LP_B	BUY ALTERNATIVE - LOT K									
K_LP_B.1	CUAS Capability- Static Capabilities for Area Defense (1-year warranty included)	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
K_LP_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Static Capabilities for Area Defense	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 3 - CUAS Static Capabilities for Area Defense	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Static Capabilities for Area Defense	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN K_LP_B - BUY ALTERNATIVE - FFP									
K_LP_L	LEASE ALTERNATIVE - LOT K									
K_LP_L.1	CUAS Lease for 4 Years - CUAS Static Capabilities for Area Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Static Capabilities for Area Defense	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Static Capabilities for Area Defense	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Static Capabilities for Area Defense	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Static Capabilities for Area Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN K_LP_L - LEASE ALTERNATIVE - FFP									

FINAL PRICE - LOT K (for information) For the evaluation of the final price of LOT K, please refer to the "SUMMARY - EVALUATION PURPOSE" tab.

LOT L_LP: CUAS Static Capabilities for Border Protection	BASE SCENARIO FOR EVALUATION No-Go-Zone 20 km
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CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
L_LP_B	BUY ALTERNATIVE - LOT L									
L_LP_B.1	CUAS Capability- Static Capabilities for Border Protection (1-year warranty included)	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
L_LP_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Static Capabilities for Border Protection	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 3 - CUAS Static Capabilities for Border Protection	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Static Capabilities for Border Protection	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN L_LP_B - BUY ALTERNATIVE - FFP									
L_LP_L	LEASE ALTERNATIVE - LOT L									
L_LP_L.1	CUAS Lease for 4 Years - CUAS Static Capabilities for Border Protection	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Static Capabilities for Border Protection	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Static Capabilities for Border Protection	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Static Capabilities for Border Protection	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Static Capabilities for Border Protection	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN L_LP_L - LEASE ALTERNATIVE - FFP									

FINAL PRICE - LOT L (for information) For the evaluation of the final price of LOT L, please refer to the "SUMMARY - EVALUATION PURPOSE" tab.

LOT M_LP: CUAS Transportable Capabilities for Point Defense	BASE SCENARIO FOR EVALUATION No-Go-Zone Point Defense
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CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
M_LP_B	BUY ALTERNATIVE - LOT M									
M_LP_B.1	CUAS Capability- Transportable Capabilities for Point Defense (1-year warranty included)	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
M_LP_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Transportable Capabilities for Point Defense	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 3 - CUAS Transportable Capabilities for Point Defense	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Transportable Capabilities for Point Defense	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN M_LP_B - BUY ALTERNATIVE - FFP									
M_LP_L	LEASE ALTERNATIVE - LOT M									
M_LP_L.1	CUAS Lease for 4 Years - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN M_LP_L - LEASE ALTERNATIVE - FFP									

FINAL PRICE - LOT M (for information) For the evaluation of the final price of LOT M, please refer to the "SUMMARY - EVALUATION PURPOSE" tab.

LOT N_LP: CUAS Transportable Capabilities for Area Defense	BASE SCENARIO FOR EVALUATION No-Go-Zone 3 km
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CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
N_LP_B	BUY ALTERNATIVE - LOT N									
N_LP_B.1	CUAS Capability- Transportable Capabilities for Area Defense (1-year warranty included)	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
N_LP_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Transportable Capabilities for Area Defense	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 3 - CUAS Transportable Capabilities for Area Defense	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Transportable Capabilities for Area Defense	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN N_LP_B - BUY ALTERNATIVE - FFP									
N_LP_L	LEASE ALTERNATIVE - LOT N									
N_LP_L.1	CUAS Lease for 4 Years - CUAS Transportable Capabilities for Area Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Transportable Capabilities for Area Defense	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Transportable Capabilities for Area Defense	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Transportable Capabilities for Area Defense	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Transportable Capabilities for Area Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN N_LP_L - LEASE ALTERNATIVE - FFP									

FINAL PRICE - LOT N (for information) For the evaluation of the final price of LOT N, please refer to the "SUMMARY - EVALUATION PURPOSE" tab.

LOT O_LP: CUAS Transportable Capabilities for Border Protection	BASE SCENARIO FOR EVALUATION No-Go-Zone 20 km
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CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
O_LP_B	BUY ALTERNATIVE - LOT O									
O_LP_B.1	CUAS Capability- Transportable Capabilities for Border Protection (1-year warranty included)	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
O_LP_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Transportable Capabilities for Border Protection	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 3 - CUAS Transportable Capabilities for Border Protection	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Transportable Capabilities for Border Protection	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN O_LP_B - BUY ALTERNATIVE - FFP									
O_LP_L	LEASE ALTERNATIVE - LOT O									
O_LP_L.1	CUAS Lease for 4 Years - CUAS Transportable Capabilities for Border Protection	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Transportable Capabilities for Border Protection	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Transportable Capabilities for Border Protection	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Transportable Capabilities for Border Protection	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Transportable Capabilities for Border Protection	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN O_LP_L - LEASE ALTERNATIVE - FFP									

FINAL PRICE - LOT O (for information) For the evaluation of the final price of LOT O, please refer to the "SUMMARY - EVALUATION PURPOSE" tab.

LOT P_LP: CUAS On-The-Move Capabilities for Point Defense	BASE SCENARIO FOR EVALUATION No-Go-Zone Point Defense
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CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
P_LP_B	BUY ALTERNATIVE - LOT P									
P_LP_B.1	CUAS Capability- Transportable Capabilities for Point Defense (1-year warranty included)	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
P_LP_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS Transportable Capabilities for Point Defense	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 3 - CUAS Transportable Capabilities for Point Defense	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 4 - CUAS Transportable Capabilities for Point Defense	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN P_LP_B - BUY ALTERNATIVE - FFP									
P_LP_L	LEASE ALTERNATIVE - LOT P									
P_LP_L.1	CUAS Lease for 4 Years - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 3 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 4 - CUAS Transportable Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	TOTAL CLIN P_LP_L - LEASE ALTERNATIVE - FFP									

FINAL PRICE - LOT P (for information) For the evaluation of the final price of LOT P, please refer to the "SUMMARY - EVALUATION PURPOSE" tab.

CLIN Summary Instruction:

4. CLINs are organized into several hierarchical levels:

4.1. First level (W) : Lot Identification (A through R):

In total there are 18 Lots, resulting from the combination of four (4) defense/protection scenarios and four (4) categories:

- Nine (9) base scenarios or Lots for BV (Lot A through Lot I), under tab "CLIN Summary - BV".
- Nine (9) base scenarios or Lots for LP (Lot J through Lot R), under tab "CLIN Summary - LP".

4.2. Second level (XX): classification based on Best Value (BV) or Lowest Priced Technically Compliant (LP).

4.3. Third level (Y): classification based on type of alternative, BUY or LEASE.

5. As a result of the above, each CLIN has the following structure: CLIN W.XX.Y.

W: refers to the Lot letter, from A through R (18 Lots in total).

XX: refers to the procurement process type, BV = Best Value or LP = Lowest Priced Technically Compliant.

Y: refers to the alternative, B = BUY or L = LEASE.

Example 1: CLIN A_BV_B.1 refers to the Lot A, Best Value, BUY (CUAS equipment- Static Capabilities for Point Defense (1-year warranty included)).

Example 2: CLIN J_LP_L.1 refers to the Lot J, Lowest Priced, Technically Compliant, LEASE (CUAS Lease for 4 Years - CUAS Static Capabilities for Point Defense).

6. Lots for BV and LP have been presented in separate worksheets ("CLIN SUMMARY - BV" and "CLIN SUMMARY - LP") to improve clarity and avoid confusion. This separation does not limit bidder's ability to submit prices for any Lot, irrespective of their classification as BV or LP.

7. Bidders are to populate all YELLOW cells.

8. Bidders may submit bids for any number of Lots, individually or in combination, including a bid covering all Lots.

9. For any Lot being bid on, it

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
P_LP_B	BUY ALTERNATIVE - LOT P									
P_LP_B.1	CUAS Capability- On-The-Move Capabilities for Point Defense (1-year warranty included)	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
P_LP_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS On-The-Move Capabilities for Point Defense	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Operation and Maintenance Year 3 - CUAS On-The-Move Capabilities for Point Defense	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Operation and Maintenance Year 4 - CUAS On-The-Move Capabilities for Point Defense	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	TOTAL CLIN P_LP_B - BUY ALTERNATIVE - FFP									
P_LP_L	LEASE ALTERNATIVE - LOT P									
P_LP_L.1	CUAS Lease for 4 Years - CUAS On-The-Move Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS On-The-Move Capabilities for Point Defense	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS On-The-Move Capabilities for Point Defense	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Lease Year 3 - CUAS On-The-Move Capabilities for Point Defense	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Lease Year 4 - CUAS On-The-Move Capabilities for Point Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	TOTAL CLIN P_LP_L - LEASE ALTERNATIVE - FFP									

FINAL PRICE - LOT P (for information) For the evaluation of the final price of LOT P, please refer to the "SUMMARY - EVALUATION PURPOSE" tab. **CURRENCY**



CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
Q_LP_B	BUY ALTERNATIVE - LOT Q									
Q_LP_B.1	CUAS Capability- On-The-Move Capabilities for Area Defense (1-year warranty included)	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
Q_LP_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS On-The-Move Capabilities for Area Defense	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Operation and Maintenance Year 3 - CUAS On-The-Move Capabilities for Area Defense	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Operation and Maintenance Year 4 - CUAS On-The-Move Capabilities for Area Defense	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	TOTAL CLIN Q_LP_B - BUY ALTERNATIVE - FFP									
Q_LP_L	LEASE ALTERNATIVE - LOT Q									
Q_LP_L.1	CUAS Lease for 4 Years - CUAS On-The-Move Capabilities for Area Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS On-The-Move Capabilities for Area Defense	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS On-The-Move Capabilities for Area Defense	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Lease Year 3 - CUAS On-The-Move Capabilities for Area Defense	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Lease Year 4 - CUAS On-The-Move Capabilities for Area Defense	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	TOTAL CLIN Q_LP_L - LEASE ALTERNATIVE - FFP									

FINAL PRICE - LOT Q (for information) For the evaluation of the final price of LOT Q, please refer to the "SUMMARY - EVALUATION PURPOSE" tab. **CURRENCY**



CLIN SUMMARY										
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Firm Fixed Unit Price	Total Firm Fixed Price	Comments (Mandatory for zero costs lines)
R_LP_B	BUY ALTERNATIVE - LOT R									
R_LP_B.1	CUAS Capability- On-The-Move Capabilities for Convoy Protection (1-year warranty included)	Annex A - SoW	PSA + 1 YEAR	TBD	Capability	Each	1	-	-	
R_LP_B.2	Operation and Maintenance for three (3) years	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Operation and Maintenance Year 2 - CUAS On-The-Move Capabilities for Convoy Protection	SoW 5.13	PSA + 2 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Operation and Maintenance Year 3 - CUAS On-The-Move Capabilities for Convoy Protection	SoW 5.13	PSA + 3 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Operation and Maintenance Year 4 - CUAS On-The-Move Capabilities for Convoy Protection	SoW 5.13	PSA + 4 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	TOTAL CLIN R_LP_B - BUY ALTERNATIVE - FFP									
R_LP_L	LEASE ALTERNATIVE - LOT R									
R_LP_L.1	CUAS Lease for 4 Years - CUAS On-The-Move Capabilities for Convoy Protection	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	
	Lease Year 1 - CUAS On-The-Move Capabilities for Convoy Protection	SoW 5.14	PSA + 1 YEAR	TBD	Service	Each	1	-	-	
	Lease Year 2 - CUAS On-The-Move Capabilities for Convoy Protection	SoW 5.14	PSA + 2 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Lease Year 3 - CUAS On-The-Move Capabilities for Convoy Protection	SoW 5.14	PSA + 3 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	Lease Year 4 - CUAS On-The-Move Capabilities for Convoy Protection	SoW 5.14	PSA + 4 YEARS	TBD	Service	Each	1	-	-	EPA CLAUSE
	TOTAL CLIN R_LP_L - LEASE ALTERNATIVE - FFP									

FINAL PRICE - LOT R (for information) For the evaluation of the final price of LOT R, please refer to the "SUMMARY - EVALUATION PURPOSE" tab. **CURRENCY**

CLIN	LOT	Labour Category	Currency	Person-Days 2026	Person-Days 2027	Person-Days 2028	Person-Days 2029	Person-Days 2030	Person-Days 2031	Person-Days 2032	Person-Days 2033	Person-Days 2034	Person-Days 2035	Lab-rate 2026	Lab-rate 2027	Lab-rate 2028	Lab-rate 2029	Lab-rate 2030	Lab-rate 2031	Lab-rate 2032	Lab-rate 2033	Lab-rate 2034	Lab-rate 2035	Extended cost	Expat Allowance (ONLY if applicable)	Profit	Fully burdened cost	Subcontracted/ Name of Subcontractor
Example: CLIN A_BV_B.1	A_BV	Example: Systems Engineer	Euro (EUR)	25	20	15	10	5	10	15	20	25	30	50.00	51.00	52.00	53.00	54.00	55.00	56.00	57.00	58.00	59.00	9,600.00		960.00	10,560.00	No
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TS.1.3.1	Fusion of sensor data (all data fused, partial fusion, no fusion)	qualitative (category)			The Bidder shall indicate the level of sensor data fusion implemented by the proposed C2 system, describing how information from multiple sensors is combined to support detection, tracking, identification, and engagement.	mapped	no fusion	all data fused	SRS(3.31)
TS.1.3.2	Automation level (manual: human-in-the-loop, semi-automated: human-on-the-loop, automated: human-out-of-the-loop)	qualitative (category)			The Bidder shall indicate the level of automation supported by the C2 system for detection, decision-making, and engagement actions.	mapped	manual	automated	SRS(3.32)
TS.1.3.3	Sensors and Effectors control (sensor-to-shooter)	qualitative (text)			The Bidder shall describe how the C2 system controls and coordinates sensors and effectors to enable sensor-to-shooter workflows.	mapped	must have	automated	SRS(3.33)
TS.1.3.4	Size and diversity of the library database (number of drones)	count			The Bidder shall provide a single numeric value representing the size of the object library used by the C2 system. A brief description of its diversity should be included in the Technical Proposal.	higher	50	1000	SRS(3.33,3.34)
TS.1.4	Interoperability with other systems								
TS.1.4.1	Standards implemented (e.g. SAPIENT, L16, Asterix)	qualitative (text)			The Bidder shall list the interoperability standards implemented by the proposed system to enable information exchange with external systems and command structures.	mapped	must have	SAPIENT, L16, Asterix	SRS(3.2,3.1,3.42)
TS.1.4.2	Open interfaces (API, Web Services and GIS)	qualitative (text)			The Bidder shall describe the open interfaces provided by the system to enable integration with external systems, applications, and data services.	mapped	must have	n.a.	SRS(3.43,3.44,3.45)
TS.1.5	Modularity/Scalability								
TS.1.5.1	Modularity Level (monolithic, sensor/effector subsystem, components level)	qualitative (category)			The Bidder shall indicate the modularity level of the proposed system architecture, identifying the level at which system elements can be added, removed, or replaced without impacting unrelated functions.	mapped	monolithic	component level	SRS(3.39)
TS.1.5.2	Scalability Rate (number of sensors and effectors)	count			The Bidder shall provide a single numeric value representing the maximum number of sensors and effectors that can be simultaneously integrated and operated by the proposed system in its operational configuration. A brief description of partition per sensors and effectors of this number should be included in the Technical Proposal.	higher	2	30	SRS(3.40)
TS.2	Credibility of the Solution								
TS.2.1	Technical & Operational Credibility								
TS.2.1.1	Corporate Experience	qualitative (text)			The Bidder shall provide a concise description of its corporate experience relevant to the design, integration, delivery, and maintenance of Counter-UAS systems, with reference to the completed Corporate Experience Reference (CER) forms.	mapped	must have	n.a.	SRS(3.46)
TS.2.1.2	Number of system/months in active service (deployed and operated outside factory or test environment for ≥30 days)	months			The Bidder shall provide a single numeric value representing the cumulative duration, expressed in months, of how many systems similar to those proposed have been deployed and operated in active service.	higher	6	500	SRS(3.47)
TS.2.2	Delivery Readiness								
TS.2.2.1	Time to deploy a standard system from contract signature to operational readiness (days)	days			The Bidder shall provide a single numeric value representing the time required to deploy a standard system from contract signature to operational readiness, derived under the stated assumptions and constraints and representative of a standard, non-expedited delivery.	lower	365	30	SRS(4.1,4.2,4.3)
TS.2.2.2	Personnel requirements for operation and maintenance (operators, maintainers, training duration)	people			The Bidder shall provide a single numeric value representing the total number of personnel required to operate and maintain a standard system under normal operational conditions. Details of operator and maintainer roles, qualifications, and training duration shall be described in the Technical Proposal and referenced accordingly.	lower	10	1	SRS(4.1,4.2,4.3)
TS.2.3	Production Capacity								
TS.2.3.1	Nominal production time per system (steady-state)	months			The Bidder shall provide a single numeric value representing the nominal production time, expressed in months, required to manufacture, integrate, and test one standard system.	lower	12	1	SRS(4.4)
TS.2.3.2	Sustained production capacity (systems/month)	systems per month			The Bidder shall provide a single numeric value representing the maximum number of standard systems that can be produced per month on a sustained basis under steady-state production conditions.	higher	0.8	10	SRS(4.5,4.6)
TS.3	Supportability								
TS.3.1	Reliability, Maintainability and Testability (RM&T)								
TS.3.1.1	Reliability								
TS.3.1.1.1	MTBF (h)	hours			The Bidder shall provide a single numeric value representing the mean time between failures of a standard system.	higher	1500	9000	SRS (5.6)
TS.3.1.1.2	MTBCF (h)	hours			The Bidder shall provide a single numeric value representing the mean time between critical failures of a standard system.	higher	3000	15000	SRS (5.6)
TS.3.1.2	Maintainability								
TS.3.1.2.1	MTTR (minutes)	minutes			The Bidder shall provide a single numeric value representing the mean time required to repair the system following a failure.	lower	240	45	SRS (5.7)
TS.3.1.2.2	MTTRS (minutes)	minutes			The Bidder shall provide a single numeric value representing the mean time required to restore the system to operational service following a failure, including repair, verification, and return-to-service activities.	lower	180	30	SRS (5.7)
TS.3.1.3	Testability								
TS.3.1.3.1	Fault Detection (FD%)	fraction			The Bidder shall provide a single numeric value representing the percentage of system faults that are correctly detected by the system's built-in test, monitoring, or diagnostic functions.	higher	0.95	1	SRS (5.8)
TS.3.1.3.2	Fault Isolation (FI%)	fraction			The Bidder shall provide a single numeric value representing the percentage of detected faults that are correctly isolated to a specific faulty component, module, or replaceable unit.	higher	0.9	1	SRS (5.8)
TS.3.2	Product Supportability								
TS.3.2.1	Preventive Maintenance Downtime (h/year)	hours			The Bidder shall provide a single numeric value representing the total preventive maintenance downtime required for a standard system over a one-year operational period	lower	25.5	12	SRS(5.11,5.12)
TS.3.3	Documentation & Training								

TS.3.3.1	Technical Manuals approach	qualitative (text)			Provide the As-Is Technical Manuals or in alternative a technical manual/publication sample in order to demonstrate the current maturity of documentation and/or how the documentation will be adapted to meet the requirements in the SOW section 5.10	mapped	must have	n.a.	SRS(5.18)
TS.3.3.2	Training Materials	qualitative (text)			Provide a training syllabus to show the approach will be used to meet the requirements in the SOW section 5.11.	mapped	must have	n.a.	SRS(5.19)

Technical Performance Instructions

INTRODUCTION & IMPORTANT NOTES	
	<p>Introduction</p> <p>All bidders are required to submit technical performance details to demonstrate the Purchaser's proposal meets the minimum requirements and support the best value evaluation. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the bid as non-compliant thus removing the bidder from the bidding process.</p> <p>Bidders are REQUIRED to complete the following generic events:</p> <ul style="list-style-type: none"> - "Technical Performance": input cells colour coded YELLOW <p>There are two cells per row to be filled with information by the bidder:</p> <ul style="list-style-type: none"> - "Value to be entered by the Bidder" (column D) - the bidder shall enter the value of the technical parameter as specified in the corresponding "Instructions to Bidders" column (column F) - "Reference in the Bidder's proposal" (column E) - the bidder shall include references to the technical proposal where this parameter is discussed or supported by additional evidence. <p>The information in this document will be used to perform the technical evaluation for both the LOWEST PRICE TECHNICALLY COMPLIANT (LPTC) case and the BEST VALUE (BV) case.</p> <p>IMPORTANT NOTES</p> <ol style="list-style-type: none"> 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. For example, some cells have a drop-down list of values to select from and some of the cells have a conditional colour to indicate when the value of a parameter is below the minimum compliant value (colour will change from YELLOW to RED).
	<p>SPECIFIC INSTRUCTIONS FOR BV AND LPTC</p> <ol style="list-style-type: none"> These specific instructions refer to the Best Value (BV) and Lowest Price Technically Compliant (LPTC) procurement processes. There are nine (9) combinations of categories and base scenarios and for each of these there will one BV lot and one LPTC lot. In total there are 18 Lots. There will be one contract awarded per lot, leading to a total of 18 framework contracts. One Technical Performance Matrix template fully completed shall be included in the technical proposals submitted per lot. Bidders may submit bids for any number of lots. There must be one technical proposal per lot and bidders are permitted to submit individual technical proposals for multiple lots. The value provided by the bidder in "Value to be entered by the Bidder" (column D) shall be better or equal with the "Min value (lowest compliant)" included in column H. Any value provided by the bidder worse than the lowest compliant value (column H) will lead to the declaration of the bid as being non-compliant with the technical requirements, for both LPTC and BV cases. The "Max value (best expected)" value in column I is included for reference only, and this will be used in the best value evaluation to score the performance of the solution. The bidder can propose solutions with performances better than the best expected, however these will only receive the maximum score associated with the best expected value. Level 3 criteria will receive a numerical score based on the performance metrics included under each of these criteria. The Level 3 scores will be an integer in the range from 1 to 5 (as described in Table 1 of the General Bidding Instructions, Section 4.4). The Level 2 score will be calculated using a weighted combination of level 3 scores. The weights applied to level 3 scores are confidential, to ensure the integrity of the evaluation process. The level 3 criteria are listed in Book 1 – Project-Specific Bidding Instructions, Section 4.2.2.1.4, "Technical Evaluation", in descending order of importance. Level 1 score is calculated by using a weighted sum of level 2 scores, with the weights included in Book 1 – Project-Specific Bidding Instructions, Section 4.2.2.2.
	<p>TECHNICAL PERFORMANCE INFORMATION ELEMENTS</p> <ol style="list-style-type: none"> Column A, "Item" – provides a hierarchical reference to the criterion. Column B, "Criteria" – describes the technical, operational, or supportability parameter being evaluated at the applicable level of the evaluation hierarchy. Column C, "Unit" – specifies the measurement unit in which the Bidder shall express the requested value (e.g. km, h, %, number, or qualitative category). For the qualitative text fields a short text description on how the solution addresses this requirement should be included. For the qualitative category fields a drop-down list is used to select a value from. For other fields a numerical value shall be entered by the bidder. Column D, "Value to be entered by the Bidder" – contains the numeric or qualitative value provided by the bidder in response to the criterion, in accordance with the stated unit and instructions. Column E, "Reference in the Bidder's proposal" – identifies the exact section, paragraph, table, or annex of the Bidder's proposal where the supporting information, explanation, or evidence for the entered value is provided. Column F, "Instructions to Bidders" – defines how the value shall be determined, calculated, or described, including applicable assumptions, constraints, rounding rules, and performance conditions. In addition, definition, formulas, units and examples are included in this instruction page below, for all criteria where input from the bidder is required. Column G, "Direction" – indicates whether higher or lower values represent better performance for evaluation and scoring purposes. Column H, "Min value (lowest compliant)" – specifies the minimum acceptable value corresponding to the lowest normalized evaluation score for the criterion. Values entered by the bidder below this threshold will be declared non-compliant with the technical requirements in both cases: LPTC and BV. Column I, "Max value (best expected)" – specifies the value corresponding to the highest normalization evaluation score for the criterion. <i>Representation best expected performance. Solutions with values better than this value will receive the maximum score.</i>
	<p>DEFINITIONS</p> <p>Probability of Detection (Pd) is the probability that the system correctly declares the presence of a true target during a single detection decision, when the target is within the specified coverage and test conditions.</p> <p>Examples</p> <p>Multiple targets: If 100 representative UAS targets are present within coverage under identical conditions and Pd = 0.9, the system is expected to correctly detect approximately 90 targets and miss 10 targets.</p> <p>Duration in time: If a target remains within detection range for 10 seconds and the system update rate is 1 second (10 detection decisions), a per-decision Pd = 0.9 results in an effective probability of detecting the target at least once of approximately 1.0. If the update rate is 10 seconds (1 detection decision), the probability of detecting the target remains 0.9.</p> <p>Probability of False Alarm (Pfa) is the probability that the system declares a detection during a single detection decision when no true target is present.</p> <p>Examples</p> <p>Update rate = 1 second: With Pfa = 10⁻³ and continuous operation, the system performs 86,400 detection decisions per day, resulting in approximately 0.86 false detections per day.</p> <p>Update rate = 10 seconds: With the same Pfa, the system performs 8,640 detection decisions per day, resulting in approximately 0.09 false detections per day, or approximately one false detection every 11-13 days.</p> <p>Track coverage is the fraction of true objects that are tracked by the system.</p> <p>Track coverage equals the number of true objects with at least one associated track divided by the total number of true objects. Example: If 50 true objects are present and 45 have at least one associated track, the track coverage is 45 divided by 50, which equals 0.90.</p> <p>Track spuriousness is the fraction of reported tracks that do not correspond to any true object.</p> <p>Track spuriousness equals the number of unassigned tracks divided by the total number of reported tracks. Example: If 20 tracks are reported and 3 are not associated with any true object, the track spuriousness is 3 divided by 20, which equals 0.15.</p> <p>Track Continuity (Normalized) / Fragmentation</p> <p>Track continuity equals one divided by one plus the average number of track breaks per true object, where the number of track breaks for an object equals the number of track segments associated with that object minus one. Example: If 10 true objects are each represented by an average of 1.4 track segments, the average number of track breaks per object is 0.4 and the track continuity is one divided by one plus 0.4, which equals 0.71.</p> <p>Localization Accuracy – RMSE (Average Accuracy)</p> <p>RMSE equals the square root of the average of the squared position errors across all valid track updates. Example: If the average position errors are 6 m along one axis and 8 m along another, the RMSE is the square root of the average of 36 and 64, resulting in 10 m. The 95th-percentile localization error is the distance within which 95 percent of all absolute position estimation errors fall.</p> <p>Localization Accuracy – 95th-Percentile Error</p> <p>The 95th-percentile error is the value below which 95 percent of the ordered position error magnitudes are observed. Example: If 95 percent of position estimates have an error of 18 m or less, the 95th-percentile localization error is 18.0 m.</p> <p>Identification method</p> <p>Identification method refers to the technical means by which the system determines the unique identity of an object, distinguishing it from all other objects of the same type, for example through protocol decoding, cyber interrogation, or other unique identifier extraction.</p> <p>Measurement Unit Textual Description (no numeric unit). Example: The system identifies cooperative drones by decoding the drone serial number from the command-and-control link using a cyber-based identification technique.</p> <p>Classification Method</p> <p>Classification method refers to the process by which the system assigns a detected object to a class based on observable characteristics, such as RF signatures, EO/IR features, radar characteristics, acoustic signatures, or a combination thereof.</p> <p>Measurement Unit Textual Description (e.g. RF, EO/IR, Radar, Audio, Multi-sensor). Example: The system classifies detected objects using combined RF and EO/IR features to distinguish between multirotor drones, fixed-wing drones, or birds.</p>

Probability of Correct Identification	<p>Probability of correct identification is the probability that the system assigns the correct unique identity to an object when such an identity is available.</p> <p>Probability of correct identification equals the number of correctly identified objects divided by the total number of objects for which identification was attempted.</p> <p>Measurement Unit Fraction (0 to 1), rounded to two decimal places.</p> <p>Example If identification is attempted on 100 drones and the correct serial number is identified for 92 of them, the probability of correct identification is 92 divided by 100, which equals 0.92.</p>
Probability of Correct Classification	<p>Probability of correct classification is the likelihood that the system assigns the correct class to a detected object.</p> <p>Probability of correct classification equals the number of correctly classified objects divided by the total number of classified objects.</p> <p>Measurement Unit Fraction (0 to 1), rounded to two decimal places.</p> <p>Example If 200 objects are classified and 180 are assigned to the correct class, the probability of correct classification is 180 divided by 200, which equals 0.90.</p>
Engagement Method	<p>Engagement method refers to the technical approach by which the effector neutralizes or defeats a UAS threat, such as electronic attack, cyber interaction, physical capture, kinetic interception, or other mechanisms.</p> <p>Measurement Unit Textual description (e.g. jamming, spoofing, cyber, net, intercept, ballistic, other).</p> <p>Example The system employs RF jamming to disrupt command-and-control links and GNSS spoofing to induce controlled landing.</p> <p>Maximum engagement range is the greatest distance at which the effector can successfully neutralize a threat with a probability of success equal to or greater than a given probability. The maximum range at which the probability of successful engagement is at least the given probability.</p>
Maximum Engagement Range for a Probability of Success	<p>Measurement Unit Kilometres (km), rounded to one decimal place.</p> <p>Example If the effector achieves a probability of success of 0.9 at distances up to 2.3 km, the maximum engagement range is 2.3 km.</p>
Probability of Successful Threat Neutralization	<p>Probability of successful threat neutralization is the probability that an engaged threat is prevented from reaching the protected area or asset.</p> <p>Probability of successful neutralization equals the number of successfully neutralized threats divided by the total number of engaged threats.</p> <p>Measurement Unit Fraction (0 to 1), rounded to two decimal places.</p> <p>Example If 100 threats are engaged and 93 are prevented from reaching the protected area, the probability of successful threat neutralization is 0.93.</p>
Collateral Engagement Risk	<p>Collateral engagement risk reflects the probability and severity of unintended effects on non-target entities, infrastructure, personnel, or the environment resulting from effector employment.</p> <p>Measurement Unit Qualitative category: Low / Medium / High.</p> <p>Example A net-based capture effector operating at low altitude over unpopulated areas is assessed as Low collateral engagement risk.</p>
Maximum Number of Simultaneous Threats That Can Be Neutralized	<p>Maximum number of simultaneous threats is the highest number of threats that the system can engage and neutralize at the same time without performance degradation beyond acceptable limits.</p> <p>Measurement Unit Count (integer).</p> <p>Example If the system can simultaneously neutralize up to four UAS approaching from different directions, the value is 4.</p>
Engagement Cost per Threat	<p>Engagement cost per threat is the average cost associated with neutralizing a single threat.</p> <p>Formula: engagement cost per threat equals the total cost of effector usage divided by the number of successfully engaged threats.</p> <p>Measurement Unit Euros (EUR), rounded to the nearest whole number.</p> <p>Example A jammer consumes electrical power and expendable components during operation. If a jammer operates at an average power cost of EUR 50 per hour and is used for a total of 10 minutes to neutralize 2 UAS threats, the total engagement cost is approximately EUR 8.33. The engagement cost per threat is calculated as EUR 8.33 divided by 2, resulting in an engagement cost per threat of approximately EUR 4.17.</p>
Fusion of Sensor Data	<p>Definition Fusion of sensor data refers to the extent to which outputs from multiple sensors are combined within the C2 system to produce a unified operational picture. Fusion may range from no fusion (independent sensor outputs) to partial fusion (correlated but separate data) or full fusion (integrated multi-sensor tracks and assessments).</p> <p>Measurement Unit Qualitative category: All data fused Partial fusion No fusion</p> <p>Example The C2 system fuses radar, RF, and EO/IR data into a single track with a unified confidence score. Fusion level is All data fused.</p>
Automation Level	<p>Definition Automation level describes the degree of human involvement required in the C2 decision loop, ranging from manual operation to fully automated execution.</p> <p>Measurement Unit Qualitative category: Manual (human-in-the-loop) Semi-automated (human-on-the-loop) Automated (human-out-of-the-loop)</p> <p>Example The system automatically proposes engagements, but requires operator confirmation before effector activation; automation level is Semi-automated (human-on-the-loop).</p>
Sensors and Effectors Control (Sensor-to-Shooter)	<p>Definition Sensors and effectors control refers to the C2 system's ability to task sensors, assign effectors, and coordinate engagements based on sensor outputs and operational rules.</p> <p>Measurement Unit Textual description (qualitative).</p> <p>Example Upon target detection and identification, the C2 system automatically assigns the nearest available jammer and issues an engagement command following operator approval.</p>
Size and Diversity of the Library Database	<p>Definition Size and diversity of the library database refers to the number and variety of UAS types, models, or signatures stored in the system for identification and classification purposes.</p> <p>Measurement Unit Number of drones (integer). A short textual description of diversity should be included in the Technical Proposal.</p> <p>Example The library contains 350 drone entries, covering commercial multicopter platforms, FPV drones, and fixed-wing UAS across multiple manufacturers.</p>
Standards Implemented	<p>Definition Standards implemented refer to formally defined and published interoperability standards supported by the system for data exchange, situational awareness sharing, and command-and-control integration.</p> <p>Measurement Unit Textual list of standards (e.g. SAPIENT, Link 16, ASTERIX).</p> <p>Example The system supports SAPIENT, ASTERIX Category 34 and 48, JREAP-C 13.2, 13.0, 13.5, 13.7 and 17.0.</p>
Open Interfaces	<p>Definition Open interfaces refer to documented and accessible interfaces that allow third-party systems to exchange data with the proposed system without proprietary restrictions, such as application programming interfaces (APIs), web services, or geographic information system (GIS) interfaces.</p> <p>Measurement Unit Textual description (e.g. API, Web Services, GIS).</p> <p>Example The system provides a RESTful API, supports Web Services for real-time data exchange, and exposes threat tracks through a GIS interface compatible with common mapping tools.</p>
Modularity Level	<p>Definition Modularity level describes the architectural decomposition of the system and the extent to which functionality is encapsulated into independent modules. This may range from a monolithic system to modular subsystems or fully component-level modularity.</p> <p>Measurement Unit Qualitative category: Monolithic Sensor / Effector Subsystem Component Level</p> <p>Example Monolithic The system is delivered as a single integrated unit in which sensors, effectors, and command-and-control functions are tightly coupled. Adding a new sensor type requires modification of core processing software and revalidation of the entire system.</p> <p>Sensor / Effector Subsystem Sensors and effectors are implemented as independent subsystems connected to a central command-and-control core. New sensor types can be added by integrating them as separate subsystems using predefined interfaces, without modifying other subsystems. Modular, but layered.</p> <p>Component Level Individual sensors, effectors, and software services are implemented as fully independent components that can be integrated, replaced, or upgraded individually through standardized interfaces, without requiring changes to other components or the command-and-control core. Fully modular, service/component-oriented.</p>

Corporate Experience	<p>Definition Corporate experience refers to the Bidder's demonstrated track record in delivering and sustaining Counter-UAS.</p> <p>Measurement Unit Textual description supported by CER forms (qualitative).</p> <p>Example The Bidder references three CER forms describing the delivery, integration, and in-service support of Counter-UAS systems.</p>
Number of systems (months in active service)	<p>Definition Active service refers to systems that have been deployed and operated outside factory, laboratory, or test environments for a continuous period of 30 days or more. The cumulative duration in active service is calculated as: the sum, over all deployed systems, of the number of months each system has been in active service.</p> <p>Measurement Unit Cumulative months in active service (integer).</p> <p>Example If 3 systems have been deployed for 18 months each and 2 systems have been deployed for 12 months each, the cumulative duration in active service is $(3 \times 18) + (2 \times 12) = 78$ months.</p>
Time to deploy	<p>Definition Time to deploy is the elapsed time between the date of contract signature (Effective Date of the Contract - EDC) and the date on which the system is installed, configured, accepted, and ready for operational use (Physical System Acceptance - PSA). Formula: time to deploy equals the number of calendar days from contract signature to operational readiness.</p> <p>Measurement Unit Days (integer).</p> <p>Example If the contract is signed on 1 March and the system reaches operational readiness on 30 April, the time to deploy is 60 days.</p>
Personnel requirements	<p>Definition Personnel requirements for operation and maintenance refer to the minimum total number of personnel needed to ensure continuous and effective system operation and routine maintenance.</p> <p>Measurement Unit Number of personnel (integer).</p> <p>Example If a standard system requires 2 operators and 1 maintainer, the total personnel requirement is 3.</p>
Nominal Production Time per System	<p>Definition Nominal production time per system is the average elapsed time to produce one system once steady-state production has been reached. Nominal production time equals the total steady-state production time divided by the number of systems produced during that period.</p> <p>Measurement Unit Months (rounded to one decimal place).</p> <p>Example If 10 systems are produced over a steady-state period of 20 months, the nominal production time per system is 20 divided by 10, which equals 2.0 months.</p>
Sustained Production Capacity	<p>Definition Sustained production capacity is the average rate at which systems can be produced and delivered over an extended period without relying on temporary surge measures. Sustained production capacity equals the number of systems produced divided by the number of months in the steady-state production period.</p> <p>Measurement Unit Systems per month (integer).</p> <p>Example If 24 systems can be produced over a sustained period of 12 months, the sustained production capacity is 2 systems per month.</p>
Mean Time Between Failures (MTBF)	<p>Definition Mean Time Between Failures (MTBF) is the average operating time between successive failures of the system that require corrective maintenance. MTBF equals the total accumulated operating time divided by the total number of observed failures.</p> <p>Measurement Unit Hours (h), rounded to the nearest whole hour.</p> <p>Example If a system operates for a total of 10,000 hours and experiences 5 failures, the MTBF is 10,000 divided by 5, which equals 2,000 h.</p>
Mean Time Between Critical Failures (MTBCF)	<p>Definition Mean Time Between Critical Failures (MTBCF) is the average operating time between failures that result in loss of mission capability or system unavailability. MTBCF equals the total accumulated operating time divided by the number of observed critical failures.</p> <p>Measurement Unit Hours (h), rounded to the nearest whole hour.</p> <p>Example If a system operates for a total of 20,000 hours and experiences 4 critical failures, the MTBCF is 20,000 divided by 4, which equals 5,000 h.</p>
Mean Time to Repair (MTTR)	<p>Definition Mean Time to Repair (MTTR) is the average time required to perform corrective maintenance actions to restore the system to an operational state following a failure, excluding logistic and administrative delays. MTTR equals the total active repair time divided by the total number of repairs performed.</p> <p>Measurement Unit Minutes, rounded to the nearest whole minute.</p> <p>Example If a total of 600 minutes of active repair time is recorded over 10 corrective maintenance actions, the MTTR is 600 divided by 10, which equals 60 minutes.</p>
Mean Time to Restore Service (MTTRS)	<p>Definition Mean Time to Restore Service (MTTRS) is the average elapsed time from failure occurrence to full restoration of operational service, including repair, testing, reconfiguration, and any required validation activities. MTTRS equals the total elapsed downtime divided by the total number of restoration events.</p> <p>Measurement Unit Minutes, rounded to the nearest whole minute.</p> <p>Example If a system experiences a total downtime of 1,200 minutes across 8 restoration events, the MTTRS is 1,200 divided by 8, which equals 150 minutes.</p>
Fault Detection (FD%)	<p>Definition Fault Detection (FD%) is the proportion of actual system faults that are successfully detected by the system. Formula: FD% equals the number of faults detected by the system divided by the total number of actual faults, multiplied by 100.</p> <p>Measurement Unit Percentage (%), rounded to the nearest whole percent.</p> <p>Example If 95 out of 100 actual faults are detected by the system, the fault detection rate is 95 divided by 100 multiplied by 100, which equals 95%.</p>
Fault Isolation (FI%)	<p>Definition Fault Isolation (FI%) is the proportion of detected faults that are correctly localized to the faulty component or unit, enabling targeted corrective maintenance. FI% equals the number of detected faults correctly isolated divided by the total number of detected faults, multiplied by 100.</p> <p>Measurement Unit Percentage (%), rounded to the nearest whole percent.</p> <p>Example If 80 out of 90 detected faults are correctly isolated to the faulty component, the fault isolation rate is 80 divided by 90 multiplied by 100, which equals 89%.</p>
Preventive Maintenance Downtime	<p>Definition Preventive maintenance downtime is the total time, over a one-year period, during which the system is unavailable for operational use due to scheduled preventive maintenance activities. Preventive maintenance downtime equals the sum of the durations of all scheduled preventive maintenance events occurring within one calendar year.</p> <p>Measurement Unit Hours (h), rounded to the nearest whole hour.</p> <p>Example If a system requires four scheduled preventive maintenance actions per year, each resulting in 3 hours of downtime, the total preventive maintenance downtime over one year is $3 \times 3 \times 4 = 12$ h.</p>
Technical Manuals Approach	<p>Definition The technical manuals approach describes how system documentation is organized, maintained, and made available to support system operation, maintenance, and sustainment, including the scope, format, update mechanism, and accessibility of manuals.</p> <p>Measurement Unit Textual description (qualitative).</p> <p>Example Technical manuals are provided in digital format, structured by system function, and include operator, maintainer, and troubleshooting manuals, with updates delivered through a controlled revision process.</p>
Training Materials	<p>Definition Training materials refer to the instructional content and supporting resources used to train personnel in system operation and maintenance, including theoretical, practical, and reference materials.</p> <p>Measurement Unit Textual description (qualitative).</p> <p>Example Training materials include instructor-led course slides, hands-on exercises, system simulators, and digital reference guides for both operators and maintainers.</p>

Collateral engagement risk

low
medium
high

Sensor fusion

no fusion
partial fusion
all data fusion

Automation level

manual: human-in-the-loop
semi-automated: human-on-the-loop
automated: human-out-of-the-loop

Modularity Level

monolithic
sensor/effector subsystem
components level

NATO UNCLASSIFIED

**NATO COMMUNICATIONS AND INFORMATION
AGENCY**



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

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ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLESA1-1

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 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.

The Contract General Provisions

- 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 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.
- 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.

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- 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.
- 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 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

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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 {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

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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 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

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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 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

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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 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

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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 (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.

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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 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);

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- 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.
- 14.3 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 Purchaser's Facilities occasioned by the Contractor, his servants, agents or Sub-contractors, arising from his or their presence and activities in, and use of, the Purchaser's Facilities; provided that this

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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.

- 14.4 All property of the Contractor while at a Purchaser Facility shall be at the risk of the Contractor, and the Purchaser shall accept no liability for any loss or damage, except to the extent that any loss or damage is the result of a wilful act or gross negligence on the part of the Purchaser's employees or agents.

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

16. CHANGES

- 16.1 The Purchaser may at any time, by written order of the Contracting Authority designated or indicated to be a change order ("Change Order") make changes within the general scope of this Contract, including, without limitation, in any one or more of the following:

- 16.1.1 Specifications (including drawings and designs);
- 16.1.2 Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;
- 16.1.3 Marking and method of shipment and packing;
- 16.1.4 Place of delivery;
- 16.1.5 Amount, availability and condition of Purchaser Furnished Property.

- 16.2 The Purchaser shall submit a proposal for Contract amendment describing the change to the Contract.

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- 16.3 If any such Change Order causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Contractor shall submit a written proposal for adjustment to the Purchaser describing the general nature and amount of the proposal for adjustment. The Contractor shall submit this proposal for adjustment within thirty (30) days after receipt of a written Change Order under (a) above unless this period is extended by the Purchaser.
- 16.4 If any such Change Order causes a decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Purchaser shall submit a proposal for adjustment within thirty (30) days from the issuance of the Change Order by submitting to the Contractor a written statement describing the general nature and amount of the proposal for adjustment.
- 16.5 Where the cost of property made obsolete or in excess as a result of a change is included in the Contractor's claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property.
- 16.6 The Purchaser reserves the right to reject the introduction of the change, after the evaluation of the change proposal, even if the Purchaser initiated such change.
- 16.7 Failure to agree to any requested adjustment shall be a dispute within the meaning of the Clause 41 (Disputes). However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed.
- 16.8 No proposal for adjustment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment and acceptance under this Contract.
- 16.9 Any other written or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a Change Order under this Clause, provided, that the Contractor gives the Purchaser a written notice within thirty (30) Days after receipt of such order stating (i) the date, circumstances, and source of the order; (ii) that the Contractor regards the order as a Change Order; and (iii) a detailed cost and time analysis of the impact of the change, and that the Order is accepted in writing by the Purchaser as a Change Order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.
- 16.10 All tasks and activities carried out by the Contractor in relation to the processing of the Change Order or in relation to this Clause shall form part of the Contractor's routine work and cannot be charged as additional work.

17. STOP WORK ORDER

- 17.1 The Purchaser may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the Parties may agree.
- 17.2 Any such stop work order shall be specifically identified as a stop work order issued pursuant to this Clause (the "Stop Work Order"). The Stop Work Order may include a description of the Work to be suspended, instructions concerning the Contractor's issuance of further orders for material or services, guidance to the Contractor on actions to be taken on any Sub-contracts and any suggestion to the Contractor for minimizing costs.
- 17.3 Upon receipt of such a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the Work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:
- 17.3.1 cancel the Stop Work Order; or
- 17.3.2 terminate the Work covered by such Stop Work Order as provided in Clause 40 (Termination for Convenience of the Purchaser).
- 17.4 If a Stop Work Order issued under this Clause is cancelled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work.
- 17.5 An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:
- 17.5.1 the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and;
- 17.5.2 the Contractor asserts a Claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at a later date but prior to final payment under this Contract.
- 17.6 If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated for the convenience of the Purchaser the reasonable costs resulting from the Stop Work Order shall be allowed in

arriving at the termination settlement.

18. CLAIMS

18.1 The Contractor shall specifically identify the Contract Clause(s) under which the Claim(s) is/are based.

18.2 Claims shall be specifically identified as such and submitted:

18.2.1 within the time specified in the Clause under which the Contractor alleges to have a Claim. If no time is specified in the Clause under which the Contractor intends to base his Claim, the time limit shall be sixty (60) days from the date the Contractor has knowledge or should have had knowledge of the facts on which he bases his Claim; and

18.2.2 before final payment, pursuant to and with the exceptions specified in Clause 33 entitled "Release of Claims".

18.2.3 Section 18.2.2 above shall only apply to those Claims for which the Contractor could not have had earlier knowledge and were not foreseeable.

18.3 The Contractor shall be foreclosed from his Claim unless he presents complete documentary evidence, justification and costs for each of his Claims within ninety (90) calendar days from the assertion date of such Claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence will be rejected by the Purchaser.

18.4 An individual breakdown of cost is required for each element of Contractor's Claims at the time of claim submission or for any material revision of the Claim.

18.5 The Contractor shall present, at the time of submission of a Claim, an attestation as follows:

Ithe responsible senior company official authorised to commit the with respect to its claims dated being duly sworn, do hereby depose and say that: (i) the facts described in the claim are current, complete and accurate; and (ii) the conclusions in the claim accurately reflect the material damages or contract adjustments for which the Purchaser is allegedly liable.

.....

.....
SIGNATURE

Date

- 18.6 Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.
- 18.7 Claims submitted by the Contractor will be reviewed by the Contracting Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable extend such a period. A decision that the submitted claim is without merit will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision may only be challenged by the Contractor through the Disputes provisions described herein.
- 18.8 A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority , the schedule for which is beyond the Contracting Authority's control. A

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decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.

- 18.9 No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.
- 18.10 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

- 19.1 Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto and the sample spreadsheet and its " Instructions to Complete" at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.
- 19.2 With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.
- 19.3 For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:
 - 19.3.1 those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or
 - 19.3.2 the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.
- 19.4 The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:
 - 19.4.1 cost or pricing data;
 - 19.4.2 access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and
 - 19.4.3 a Certificate of Current Cost or Pricing Data, when required.

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- 19.5 If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account:
- 19.5.1 the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;
 - 19.5.2 a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;
 - 19.5.3 a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - 19.5.4 the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;
 - 19.5.5 then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.
- 19.6 At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").
- 19.6.1 Such Certificates will certify that, to the best of the Contractor's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
 - 19.6.2 All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that cost or pricing data as submitted, either actually or by specific identification in writing to the Purchaser or his representative in support of.....(*Claim, Amendment, ECP#, etc.*) are accurate, complete and current as of(*Date*).

By submitting the price proposal, the Contractor/sub-Contractor or prospective sub-Contractor grant the Purchaser or his authorized representative(s) the right to examine those records, data and supporting information, used as a basis for the pricing submitted.

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

19.6.3 The Contractor shall insert the substance of this Clause 19.7 in each Sub-contract.

19.7 For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a "Preferred Customer" basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of

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equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

20. NOTICE OF SHIPMENT AND DELIVERY

- 20.1 Except as may be specified in the Contract Special Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of "Delivery Duty Paid" (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.
- 20.2 "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.
- 20.3 Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.
- 20.4 The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the duty free import, export, or transit of NATO consignments between NATO countries.
- 20.5 The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:
- 20.5.1 Purchaser's Contract number;
 - 20.5.2 Contract item number, designation and quantities;
 - 20.5.3 destination;
 - 20.5.4 number and description of the packages (gross and net weight);
 - 20.5.5 description of the goods and their value (for custom purpose only, not commercial value)

- 20.5.6 consignor's name and address;
 - 20.5.7 consignee's name and address;
 - 20.5.8 method of shipment (i.e. road, rail, sea, air, etc.);
 - 20.5.9 name and address of freight forwarder.
- 20.6 Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.
- 20.7 Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

21. INSPECTION AND ACCEPTANCE OF WORK

- 21.1 For the purposes of this Clause, Work does not include documentation which is addressed in Clause 22 (Inspection and Acceptance of Documentation) hereafter.
- 21.2 Unless otherwise specifically provided for in the Contract, all Work and all Parts and equipment incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as specified under the Contract or, if no workmanship standards are specified, best commercial or "state of the art" complying with relevant (National and International) standards.
- 21.3 All Work may be subject to inspection and test by the Purchaser or his authorised representative(s) to the extent practicable at all times and places prior to Acceptance, including the period of manufacture, or after delivery or as otherwise specified in the Contract. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.
- 21.4 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).
- 21.5 The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.
- 21.6 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely

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accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.

- 21.7 In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:
- 21.7.1 by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or
 - 21.7.2 terminate this Contract for default as provided in Clause 39 (Termination for Default).
- 21.8 When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.
- 21.9 Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).
- 21.10 If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises where any part of the contractual work is being performed.
- 21.11 If Purchaser inspection or test is made at a point other than the premises of the Contractor or Sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Contract; provided, that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test.
- 21.12 All inspections and tests by the Purchaser shall be performed in such a

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manner as not to unduly delay the Work.

- 21.13 The Purchaser reserves the right to charge to the Contractor any additional cost of Purchaser inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.
- 21.14 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract, but failure to inspect and accept or reject Work shall neither relieve the Contractor from responsibility for such Work as are not in accordance with the Contract requirements nor impose liability on the Purchaser thereof.
- 21.15 The inspection and test by the Purchaser of any Work or lots thereof, or services, does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.
- 21.16 Acceptance of Work shall take place when the Contracting Authority confirms acceptance in writing of the Work in accordance with the procedure specified in the Contract, or if none is so specified then the Contracting Authority shall be deemed to have accepted the Work without prejudice to any other remedies, when and as soon as any of the following events have occurred:
- 21.16.1 the Purchaser has taken the Work into use, except as specifically provided by Clause 23 (Use and Possession Prior to Acceptance);
 - 21.16.2 the Purchaser has not exercised its right of rejection of the Work within any period specified for that purpose in the Contract;
 - 21.16.3 there being no period for exercising the right of rejection specified in the Contract, a reasonable time, all the circumstances having been taken into account, has elapsed since inspection of the Work was effected in accordance with the Contract.
- 21.17 Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
- 21.18 Unless otherwise specified in this Contract, the Contractor shall have or establish, implement and maintain an effective and economical quality control system necessary to satisfy the Contract requirement. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by the Contractor shall be kept complete and available to the Purchaser's representatives during the performance of this Contract and for such longer periods as may be specified elsewhere in this Contract.

22. **INSPECTION AND ACCEPTANCE OF DOCUMENTATION**

- 22.1 The Contractor shall provide to the Purchaser a draft version of the required documentation as provided by the Contract Schedule and the Statement of Work. Review of draft documentation under this Contract will be made by the Purchaser upon the delivery of these items by the Contractor. The review will be conducted by the Purchaser through duly authorised representatives.
- 22.2 Upon delivery of the draft documentation, the Purchaser will have a period of review as provided by the Statement of Work. 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 in relation to the requirements of the Statement of Work.
- 22.3 Purchaser Review of the delivered items will emphasise the conformity with the requirements of the Statement of Work, thoroughness of analysis, logical bases of conclusions and models and coherence and completeness of presentation. The review process will also examine editorial and grammatical correctness and the suitability and accuracy of graphics supporting the text.
- 22.4 The Contractor shall, after receipt of Purchaser comments, incorporate changes, revisions and corrections required by the Purchaser and present the revised documentation in final form to the Purchaser for inspection in accordance with the delivery date specified in the Schedule.
- 22.5 During the review process the Contractor is not required to halt efforts on further tasks as identified in the Statement of Work. The Purchaser, however, shall not be held liable for any work carried out by the Contractor which is based on draft documentation yet to be reviewed.
- 22.6 Upon receipt of the items in final form, the Purchaser will inspect the items for a period not exceeding two weeks (or as otherwise stated in the Statement of Work). At the end of the inspection, the Purchaser will notify the Contractor that:
- 22.6.1 the items have been accepted;
 - 22.6.2 the acceptance of the items is deferred pending further revision;
- or
- 22.6.3 The items are rejected and significantly fail to meet Contract requirements.
- 22.7 In the case of Clause 22.6.2 above, the Contractor shall only be responsible for those revisions and corrections requested by the Purchaser and the

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Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.

- 22.8 The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.
- 22.9 Purchaser acceptance shall be made in writing by the Contracting Authority.

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

- 23.1 Except as otherwise provided in the Contract Special Provisions, the Purchaser shall have the right to take possession of, or use, any completed or partially completed Work under the Contract at any time, when notified by the Contracting Authority, however such possession or use shall not constitute Acceptance by the Purchaser, as defined in the Contract.
- 23.2 While the Purchaser has such use or is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to the Work concerned other than that resulting from the Contractor's fault, negligence or defect to the Work.
- 23.3 If such prior possession or use by the Purchaser delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of delivery will be made, in accordance with the Clause 16 (Changes), and the Contract shall be modified in writing accordingly.

24. OWNERSHIP AND TITLE

- 24.1 Except as may be otherwise stated in the Contract Special Provisions and Clause 23 (Use and Possession prior to Acceptance), ownership and title to all Work will pass to the Purchaser only upon Acceptance by the Contracting Authority in writing. Where the Contract provides for Provisional Acceptance and Final Acceptance, ownership and title will pass to the Purchaser upon written notification of Final Acceptance.

25. INVOICES AND PAYMENT

- 25.1 Unless otherwise specified in the Contract Special Provisions, invoices shall only be submitted after delivery and Acceptance of the Work and for the total prices and currency(ies) as set out under the Schedule of Work.
- 25.2 Invoices in respect of any Work or services shall be prepared and submitted

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to the Purchaser and shall contain all of the elements listed below:

- 25.2.1 Contract number;
 - 25.2.2 Purchaser's Purchase Order number ;
 - 25.2.3 accounting codes (as specified in this Contract);
 - 25.2.4 item number (as defined in the Contract);
 - 25.2.5 Contract description of Work or services, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available); and
 - 25.2.6 extended totals. Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.
- 25.3 In addition, documentary evidence of Acceptance including copies of certificates of conformity shall be submitted together with each invoice. Invoices shall not be submitted to the Purchaser without Acceptance having been previously made by the Purchaser.
- 25.4 Each copy of the invoice shall contain the following certificate which shall be signed by a duly authorised company official on the designated original invoice:

"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly carried out and the payment thereof has not been received.

*Order placed for official use. Exemption from VAT Article 42, §3&3*of VAT Code for Belgium or Article 151, §1b of the Council Directive 2006/112/EC dd. 28 November 2006 on intra-community purchases and/or services."*

- 25.5 All invoices shall be addressed to the NCI Agency - Financial Management

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

NATO Communications and Information Agency
Finance, Accounting & Operations
Batiment Z
Av du Bourget 140
B-1140 Belgium

OR

shall be addressed to Financial Management at the following electronic address:

["NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT"](mailto:NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT) (note there is an underscore between BEL and E-INVOICES)

Note: When used for NCI Agency The Hague or Mons the addresses shall be dictated in the Contract Special Provisions

Once the manner of forwarding the invoice is chosen, the contractor shall keep this manner throughout the contract.

- 25.6 All invoices submitted shall include the address of the bank to which payment shall be made, together with **either** pertinent information concerning the International Bank Account Number (IBAN) and BIC/SWIFT address **or** pertinent information concerning transit number/sort code, account number and SWIFT address. The Purchaser makes payment only by wire transfer and therefore wire transfer particulars shall be included on the invoice.
- 25.7 Invoices will be settled by the Purchaser within sixty (60) days of receipt of a properly prepared and submitted invoice.
- 25.8 The Contractor shall mention on the invoice the payment conditions in line with the Contract.

26. **TAXES AND DUTIES**

- 26.1 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 26.2 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.
- 26.3 The Purchaser shall give reasonable assistance in providing evidence/documents which might be required by the Contractor to ensure that NCI Agency receives tax exemption by virtue of its status under the Ottawa Agreement.
- 26.4 If, after complying with all national and local legal and administrative

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procedures, the authorities persist in attempting to impose taxes or duties on goods provided under this Contract, the Contractor shall inform the Contracting Authority providing the particulars of the situation, the procedures which have been followed and the point of contact at the national authority which is attempting to impose taxation or duty. The Contracting Authority will examine the situation and attempt to clarify the legal and administrative basis of the difficulty. If the Contracting Authority so directs, the Contractor shall pay the required taxes and duties and file for reimbursement or rebate from the national authorities in accordance with national legislative and administrative procedures.

- 26.5 In the event that the petition for reimbursement or rebate is denied by the national authorities concerned and providing that the Contractor and/or his Sub-contractor have complied with the national legislative and administrative procedures, the Purchaser shall reimburse the full amount of the payment(s) upon receipt of the Contractor's invoice indicating such tax or duty as a separate item of cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced. The Contractor shall offer assistance and execute any such document that may be useful or required to ensure that Purchaser obtains the reimbursement of any tax or duty retained by a national authority.
- 26.6 In the event of the Contractor and/or Sub-contractor not complying with national legislative or administrative procedures, taxes and duties paid by the Contractor and/or Sub-contractors shall not be reimbursed by the Purchaser.
- 26.7 Following payment by the Purchaser of the taxes and/or duties pursuant to Clause 26.4 above, should the Contractor subsequently receive a rebate of any amount paid by the Purchaser, the Contractor shall immediately notify the Purchaser and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. The Contractor shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.
- 26.8 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

27. WARRANTY OF WORK (Exclusive of Software)

27.1 For the purpose of this Clause:

- 27.1.1 "Acceptance" shall mean the act of an authorised representative of the Purchaser by which the Purchaser

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assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. "Acceptance" in this regard, unless specifically provided otherwise in the Contract Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;

- 27.1.2 "Correction" shall mean the elimination of a defect;
- 27.1.3 "Work" shall not include software.
- 27.2 The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.
- 27.3 Unless another period of time is indicated in the Contract Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.
- 27.4 Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.
- 27.5 If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.
- 27.6 The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.
- 27.7 In such rare cases where the Failed Component is either too large to be

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easily transported or the Failed Component cannot be readily identified and isolated within the larger entity, the Contractor shall be notified by the Purchaser of the failure immediately by telephone, fax or e-mail. The Contractor shall provide technical support to the Purchaser personnel in identifying the Failed Component so as to afford the Purchaser the opportunity to return the Failed Component. In such a case where the Failed Component cannot be identified or is not cost effective or practical to ship to the Contractor's facility, the Contractor may elect to send field service personnel to the site of the failure and repair such equipment on location. In this event, such field service personnel shall be dispatched to the site of the failure within forty-eight (48) hours of initial notification. The expense of the technical support and field service shall be borne by the Contractor.

- 27.8 The Contractor shall conduct analysis of all Failed Components which are returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.
- 27.9 If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90) days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.
- 27.10 The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.
- 27.11 In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.
- 27.12 Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with

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Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.

- 27.13 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.
- 27.14 The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:
- 27.14.1 conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;
 - 27.14.2 provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or
 - 27.14.3 prepare and furnish data and reports as required by Clause 27.10.
- 27.15 The notice referred to in Clause 27.14 shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- 27.16 If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:
- 27.16.1 Obtain detailed recommendations for corrective action from its own resources or third parties and either:
 - 27.16.2 correct the Work;
 - 27.16.3 replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - 27.16.3.1 obtain applicable data and reports; and/or
 - 27.16.3.2 charge the Contractor for the costs incurred by the Purchaser.
- 27.17 In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.

27.18 The rights and remedies of the Purchaser provided in this Clause shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and Acceptance and are in addition to, and do not limit, any rights afforded to the Purchaser by any other Clause of this Contract or applicable law.

28. RIGHT OF ACCESS, EXAMINATION OF RECORDS

28.1 The Contractor shall give to the Purchaser and/or his representative(s) full and free access to his premises as and when required for the purpose of this Contract and shall ensure the same right of access to the premises of his Sub-contractors, by the inclusion in any such Sub-contracts of a provision substantially as set forth in this Clause.

28.2 The Purchaser and/or his representative(s) shall continue to have such right of access and examination of records as set forth in Clause 28.1 above until final payment under the Contract or the end of the warranty provisions under the Contract, whichever occurs later.

28.3 The expiration of the Purchaser's rights as set forth in Clause 28.2 is further subject to the provisions of Clause 19 (Pricing of Changes, Amendments and Claims), where a three (3) year right is established following the agreement of contractual amendments or the settlement of claims based upon the submission of cost and pricing data.

28.4 The period of access and examination described in Clause 28.1 above for records not related to cost aspects of a dispute or claim but which relate to issues of fact arising under either proceedings under Clause 41 (Disputes) or Clause 42 (Arbitration), or the settlement of claims made by either Party pursuant to the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

29. PATENT AND COPYRIGHT INDEMNITY

29.1 The Contractor shall assume all liability against any and all third party claims that the services, Work and/or parts thereof, in whole or in part, infringe(s) an IPR in force in any countries, arising out of the manufacture, import, export, performance of the services or delivery of Work and/or out of the use or disposal by, or for the account of, the Purchaser of such Services and/or Work. The Contractor shall reimburse and/or indemnify the Purchaser, its officers, agents, employees and/or consultants: (i) for all costs, fees, damages, awards, settlement amounts and any other expenses awarded to the third party right holder against Purchaser and/or the final beneficiaries of the Work in relation to said third party claim; and (ii) for the costs and expenses incurred by the Purchaser in relation to said third party claims, including attorney fees. The Contractor shall be responsible for obtaining any licences necessary for the performance of this Contract and for making all other arrangements required to indemnify

the Purchaser from any liability for IPR infringement in said countries.

29.2 Each Party shall immediately notify the other of any intellectual property infringement claims of which he has knowledge and which pertain to the Work under this Contract.

29.3 This indemnity shall not apply under the following circumstances:

29.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;

29.3.2 An infringement resulting from specific written instructions from the Purchaser under this Contract;

29.3.3 An infringement resulting from changes made to the Work by the Purchaser without the Contractor prior written consent;

29.3.4 An infringement resulting from changes or additions to the Work subsequent to final delivery and Acceptance under this Contract.

30. INTELLECTUAL PROPERTY

30.1 *Purchaser Background IPR*

30.1.1 The Contractor is licensed to use, non-exclusively and royalty-free any Purchaser Background IPR that is or will be made available for the sole purpose of carrying out the Work.

30.1.2 The Contractor shall not use any Purchaser Background IPR other than for the purpose of carrying out the Work without the prior written agreement of the Purchaser. Any such agreement shall include the terms relating to such use.

30.1.3 The Purchaser gives no warranty as to the validity of any Purchaser Background IPR. The Contractor shall not do anything or act in any way which is inconsistent with or prejudicial to the ownership by the Purchaser of any Purchaser Background IPR.

30.2 *Contractor Background IPR*

30.2.1 Any use of Contractor Background IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Contractor Background IPR for the purpose of exploiting or otherwise using the Foreground IPR.

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30.2.2 Any use of Contractor Background IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. The Purchaser reserves the right to use the Contractor Background IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.3 ***Foreground IPR***

30.3.1 All Foreground IPR is the property of the Purchaser on behalf of NATO. Consequently, no statement shall be made restricting the rights of the Purchaser in the Foreground IPR.

30.3.2 The Contractor shall ensure that suitable arrangements are in place between its employees, agents, consultants and itself regarding Foreground IPR generated by said employees, agents, Subcontractors and consultants to allow the Contractor to fulfil its obligations under Clause 30.3.1 above.

30.3.3 The Contractor shall be entitled to use Foreground IPR on a non-exclusive, royalty free basis solely for the purpose of carrying out the Work.

30.3.4 The Contractor shall not use any Foreground IPR other than for the purpose of carrying out the Work without the Purchaser's prior written agreement. Any such agreement shall include terms relating to such use.

30.3.5 The Contractor shall provide the Purchaser, at the latest upon delivery of the Work and thereafter for the duration of the warranty and any purchased CLS agreement period, with full documented records of information in relation to the Work, including but not limited to, all drawings, specifications and other data that is necessary or useful to further develop, maintain and operate the Work.

30.3.6 The Contractor shall:

30.3.6.1 do all things necessary and sign all necessary or useful documents to enable the Purchaser to obtain the registration of the Foreground IPR as the Purchaser may require and select; and

30.3.6.2 to execute any formal assignment or other documents as may be necessary or useful to vest title to any Foreground IPR in the Purchaser.

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30.3.7 The Contractor undertakes:

30.3.7.1 to notify the Purchaser promptly of any invention or improvement to an invention or any design conceived or made by the Contractor; and

30.3.7.2 to provide the Purchaser with such information as the Purchaser may reasonably request in order to: (i) determine the patentability of such invention or improvement; (ii) assess the need for registering such invention or improvement; and (iii) evaluate the potential value to the Purchaser of such a patent or registration if issued.

30.3.8 If the Purchaser determines that it wishes to apply for one or more patents for the disclosed invention or improvement or for a registration for the disclosed design, it will prosecute such application(s) at its own expense. The Contractor undertakes to provide the Purchaser, at the Purchaser's expense, with such information and assistance as the Purchaser shall reasonably require to prosecute such application(s).

30.4 ***Third Party IPR***

30.4.1 Any use of Third Party IPR for the purpose of carrying out the Work pursuant to the Contract shall be free of any charge to the Purchaser. The Contractor hereby grants to NATO a non-exclusive, royalty-free and irrevocable licence to use and authorise others to use any Third Party IPR for the purpose of exploiting or otherwise using the Foreground IPR.

30.4.2 With the exception of COTS items, any use of Third Party IPR is not limited to the number of users or the number of licenses required by the Contract for the use of system. With the exception of COTS items, the Purchaser reserves the right to use the Third Party IPR for any number of users and number of licenses as required, at no additional cost to the Purchaser.

30.4.3 For COTS items, the Contractor shall be responsible for obtaining licences from the Third Party in line with the requirements of the Statement of Work (including numbers and locations of licences).

30.4.4 Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract

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without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use.

30.4.5 If, after the award of the Contract, the Contractor becomes aware of the existence of any Third Party IPR which the Contractor is using or believes is needed for the performance of the Contract, the Contractor shall immediately give the Purchaser a written report identifying such IPR and if they are compliant with the other provisions in the contract. Any Third Party IPR under this clause is subject to the prior written approval by the Purchaser.

30.4.6 The Purchaser may consider open source solutions alongside proprietary ones in developments provided that such solutions are fully compliant with the requirements of this Contract. Contractor shall disclose in advance the open source license associated with the contemplated open source solution. The Purchaser reserves the right to refuse the incorporation of open source solutions that are deemed inadequate for incorporation in a NATO application (e.g. post-back obligations).

30.5 Subcontractor IPR

30.5.1 When placing a Sub-contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-contract the content of the provisions of this Clause.

31. SOFTWARE WARRANTY

31.1 Statement of the Warranties

31.1.1 The Contractor warrants that each Software delivered under this Contract will conform to all requirements specified in the Contract. This will also include Software design specifications, including software configuration.

31.1.2 Regardless of the Purchaser initiation of or participation in developing Software design or specifications, each Software delivered under this Contract will conform to the essential Performance requirements set forth in this Contract, as those essential Performance requirements measured,

tested, and verified by tests and procedures set forth in this Contract.

31.2 Notification Requirement

31.2.1 The Contractor agrees to notify the Purchaser in writing immediately after he first discovers that a defect(s) may exist in Software delivered under this Contract, unless the Purchaser has first notified the Contractor, in writing, of the same defect(s).

31.2.2 The Purchaser shall notify the Contractor upon discovery that a defect(s) may exist in any Software accepted by the Purchaser under this Contract, unless the Contractor has first notified the Purchaser, in writing of the same defect(s).

31.3 Duration of the Warranty

31.3.1 For each Software delivered under this Contract, the Contractor Warranties stated in paragraph 31.1 above shall extend to all defects discovered within 12 months from the date of acceptance of the Software by the Purchaser.

31.4 Purchaser Remedies for Breach

31.4.1 The rights and remedies of the Purchaser under this Software Warranty:

31.4.2 Are in addition to any rights and remedies of the Purchaser under any other provision of this Contract, including, but not limited to, the Purchaser's rights in relation to latent defects, fraud, or gross mistakes that amount to fraud; and

31.4.3 Shall apply notwithstanding inspection, acceptance, or any other clauses or terms of this Contract;

31.4.4 In the event of any defect as defined herein with respect to a Software delivered under this Contract, the Purchaser, in its sole discretion may:

31.4.4.1 Require the Contractor to take such action as may be necessary to eliminate the defect, at no additional cost to the Purchaser for materials, labour, transportation, or otherwise;

31.4.4.2 Require the Contractor to supply, at no additional cost to the Purchaser, all materials and instructions necessary for the Purchaser to eliminate the defect and to pay costs reasonably incurred by the Purchaser in taking such action as

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may be necessary to eliminate the defect, or;

31.4.4.3 Equitably reduce the contract price

31.4.5 The Purchaser may elect the remedies provided in paragraph 31.4.4.1 or 31.4.4.2 above notwithstanding any dispute respecting the existence of or responsibility for any alleged defect as defined herein with respect to any Software delivered under this contract, provided that the Contractor will not be required to pay costs incurred by the Purchaser under paragraph 31.4.4.2 until final determination of the defect. In the event that the alleged defect is subsequently determined not to be a defect subject to this warranty but the Contractor has incurred costs under paragraph 31.4.4.1 and 31.4.4.2 as required by the Contract by virtue of this paragraph 31.4.3, the contract price under this contract shall be equitably adjusted.

31.4.6 Election by the Purchaser of the remedy provided under paragraph 31.4.4.1 and 31.4.4.2 above shall not preclude subsequent election of a different remedy under paragraph 31.4.4 if the defect is not successfully eliminated under the prior election with one month of the notification under paragraph 31.4.2 above.

31.5 Limitations and Exclusions from Warranty Coverage

31.5.1 This Software Warranty shall not apply to alleged defects that the Contractor demonstrates to be in or otherwise attributable to the Purchaser furnished property as determined, tested, and verified by the tests and procedures set forth in this Contract. Notwithstanding this paragraph , a defect is not attributable to Purchaser furnished property if it is the result of installation or modification of Purchaser furnished property by the Contractor or of the integration of Purchaser furnished property into any Software delivered under this Contract.

31.5.2 Any Purchaser Furnished Property needs to be checked and approved by the Contractor. Approval is implied once the Contractor starts using the Purchaser Furnished Property.

31.6 Markings

31.6.1 All Deliverables under this Contract will identify the owner of the Deliverable and if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in

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the operating and/or maintenance manuals or instructions accompanying such Software.

- 31.6.2 All Deliverables regardless of the media they are delivered onto and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

32. NATO CODIFICATION

- 32.1 For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.
- 32.2 In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.
- 32.3 A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.
- 32.4 The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.
- 32.5 The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within 21 Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s).

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- 32.6 Except as hereinafter provided, the Contractor shall require the Sub-contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.
- 32.7 Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s), his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority.
- 32.8 The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.
- 32.9 If the Contractor has previously supplied Technical Data (for the purpose stated in Clause 31.2), the Contractor is to state this fact and indicate to whom they were supplied and the Contractor shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.
- 32.10 The Contractor should contact the Codification Authority for any information concerning the NATO codification system. This information is to be found at: "http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm"

32.11 Markings

- 32.11.1 All Deliverables under this Contract will identify the owner of the Deliverable and, if applicable, will prominently include notice of the existence of its warranty, its substance, its duration, and instructions to notify the Purchaser promptly if the Software is found to be defective. The markings should also be included in the operating and/or maintenance manuals or instructions accompanying such Software.
- 32.11.2 All Deliverables regardless of the media they are delivered onto

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and which are subject to export control restrictions shall be clearly marked indicating the type and nature of restriction as well as the national law imposing such restrictions. Nothing in this provision is intended to invalidate, void, or otherwise limit the rights of the Purchaser under this Contract.

33. RELEASE FROM CLAIMS

33.1 Prior to final payment under this Contract, the Contractor and each assignee under this Contract shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Contract subject only to the following exceptions:

33.1.1 specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

33.1.2 claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents.

33.1.3 a patent infringement resulting from specific written instructions from the Purchaser under this Contract.

33.1.4 a patent infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Contract.

34. ASSIGNMENT OF CONTRACT

34.1 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.

34.2 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.

35. TRANSFER AND SUB-LETTING

35.1 The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the

Contract or any part thereof without the prior written consent of the Purchaser.

36. PURCHASER DELAY OF WORK

36.1 If the performance of all or any part of the Work is delayed or interrupted by an act of the Purchaser in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by the Purchaser's failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.

36.2 Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this Clause for any delay or interruption:

36.2.1 to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or

36.2.2 for which an adjustment is provided or excluded under any other provision of this Contract.

36.3 No claim under this Clause shall be allowed:

36.3.1 if the Contractor has failed to notify the Purchaser in writing of the act or failure to act, indicating that this act or failure to act will result in a delay or increased costs;

36.3.2 for any costs incurred more than twenty (20) Days before the Contractor shall have notified the Purchaser in writing of the act or failure to act involved; and

36.3.3 unless the monetary claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

37. CONTRACTOR NOTICE OF DELAY

37.1 In the event that the Contractor encounters difficulty in complying with the Contract schedule date(s) for whatever reason, including actual or potential labour disputes, the Contractor shall immediately notify the Contracting Authority in writing, giving pertinent details. This data shall be deemed to be informational in character and shall not be construed as a waiver by the Purchaser of any schedule or date, or of any rights or remedies provided by law or under this Contract.

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37.2 Notwithstanding the above the Contractor shall be deemed to be in delay without notice from the Purchaser and only by simple expiry of the due date.

38. LIQUIDATED DAMAGES

38.1 If the Contractor:

38.1.1 fails to meet the delivery schedule of the Work or any performance milestones specified in the Schedule of Work to this Contract, or any extension thereof, or

38.1.2 fails to obtain acceptance of the delivered Work as specified in the Contract, or, if no time for acceptance is specified in the contract within a reasonable time after work is delivered.

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 deadline or milestone, fixed and agreed liquidated damages of .1% (one tenth of per cent) per day of the associated payment set forth in the Schedule of Payments provided in the Contract Special Provisions. If no Schedule of Payments is specifically set forth in the Contract Special Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

38.2 In addition to the liquidated damages referred to above, the Purchaser shall have the possibility of terminating this Contract in whole or in part, as provided in Clause 39 (Termination for Default). In the event of such termination, the Contractor shall be liable to pay the excess costs provided in Clause 38.5.

38.3 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 39.6 (Termination for Default). In such event, subject to the provisions of Clause 41 (Disputes), the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.

38.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency and shall accrue at the rate specified in Clause 38.1 to 20% of the value of each line item individually not to exceed 15% of the value of the total Contract. These liquidated damages shall accrue automatically and without any further notice being required.

38.5 The rights and remedies of the Purchaser under this clause are in addition to any other rights and remedies provided by law or under this Contract.

39. TERMINATION FOR DEFAULT

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- 39.1 The Purchaser may, subject to Clause 39.6 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor, inclusive but not limited to:
- 39.1.1 fails to make delivery of all or part of the Work within the time specified in the contract or any agreed extension thereof;
 - 39.1.2 fails to make progress as to endanger performance of this Contract in accordance with its terms;
 - 39.1.3 fails to meet the technical requirements or the Specifications of the Contract;
 - 39.1.4 fails to comply with Clause 11 (Security);
 - 39.1.5 transfer this Contract without the Purchaser's prior written consent;
 - 39.1.6 breaches any provision of this Contract; or
- 39.2 In the case of any of the circumstances set forth in Clause 39.1 above, the Purchaser shall issue a letter to the Contractor stating that an actual or potential default exists and requiring a response from the Contractor within ten (10) Days that identifies:
- 39.2.1 in the case of late delivery of Work, when the Contractor shall deliver the Work and what circumstances exist which may be considered excusable delays under Clause 39.6.
 - 39.2.2 in the case of the other circumstances identified in Clause 39.1 above, what steps the Contractor is taking to cure such failure(s) within a period of ten Days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure and identifying any circumstances which exist which may be considered excusable under Clause 39.6.
- 39.3 The Purchaser shall evaluate the response provided by the Contractor or, in the absence of a reply within the time period mentioned in Clause 39.2, all relevant elements of the case, and make a written determination within a reasonable period of time that:
- 39.3.1 sufficient grounds exist to terminate the Contract in whole or in part in accordance with this Clause and that the Contract is so terminated;

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- 39.3.2 there are mitigating circumstances and the Contract should be amended accordingly; or
 - 39.3.3 the Purchaser will enter a period of forbearance in which the Contractor must show progress, make deliveries, or comply with the Contract provisions as specified by the Purchaser. The Purchaser may apply other remedial actions as provided by this Contract during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Purchaser's rights to terminate the Contract for default.
- 39.4 At the end of the period of forbearance, which may be extended at the Purchaser's discretion, the Purchaser may terminate this Contract in whole or in part as provided in Clause 39.1 if the Contractor has not made adequate progress, deliveries or compliance with the Contract provisions which were the terms of the period of forbearance.
- 39.5 In the event the Purchaser terminates this Contract in whole or in part, as provided in Clause 39.1, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, Work similar to those so terminated, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Work; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 39.6 Except with respect to the default of Sub-contractors, the Contractor shall not be held liable for a termination of the Contract for default if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.
- 39.6.1 Such causes may include, but are not restricted to, acts of God, acts of the public enemy, acts of the Purchaser in its contractual capacity, acts of sovereign governments which the Contractor could not reasonably have anticipated, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
 - 39.6.2 If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be held liable for a termination for default for failure to perform unless the Work to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit

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the Contractor to meet the required delivery schedule.

- 39.7 If this Contract is terminated as provided in Clause 39.1, the Purchaser, in addition to any other rights provided in this Clause and the Contract, may require the Contractor to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:
- 39.7.1 any completed Work with associated rights ;
 - 39.7.2 such partially completed Work, materials, Parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "Manufacturing materials") with associated rights as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated;
- 39.8 In addition to Clause 39.7, the Contractor shall, upon direction of the Purchaser, protect and preserve property in the possession of the Contractor in which the Purchaser has an interest.
- 39.9 Payment for completed Work delivered to and accepted by the Purchaser shall be at the Contract price.
- 39.10 Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Purchaser, failure to agree to such amount shall be a dispute within the meaning of Clause 41 (Disputes).
- 39.11 The Purchaser may withhold from amounts otherwise due to the Contractor for such completed Work or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.
- 39.12 If, after notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Clause 40 (Termination for the Convenience of the Purchaser).
- 39.13 If after such notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause and that the Parties agree that the Contract should be continued, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of Clause 41 (Disputes).
- 39.14 The rights and remedies of the Purchaser provided in this Clause shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

- 40.1 The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.
- 40.2 Any such termination shall be effected by delivery to the Contractor of a written notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
- 40.3 After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:
 - 40.3.1 stop the Work on the date and to the extent specified in the notice of termination;
 - 40.3.2 place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
 - 40.3.3 terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
 - 40.3.4 assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;
 - 40.3.5 settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;
 - 40.3.6 transfer title and deliver to the Purchaser in the manner, at the times, and to the extent, if any, directed by the Contracting Authority of:

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- 40.3.6.1 the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and
- 40.3.6.2 the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
- 40.3.7 use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above. However, the Contractor:
 - 40.3.7.1 shall not be required to extend credit to any Buyer; and
 - 40.3.7.2 may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;
- 40.3.8 complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- 40.3.9 take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.
- 40.4 The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted

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shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) Days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

- 40.5 After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 40.6 Subject to the provisions of Clause 40.5, the Contractor and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.
- 40.7 In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:
- 40.7.1 for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;
 - 40.7.2 the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable

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to Work paid or to be paid for under Clause 40.7.1;

- 40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and
 - 40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - 40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.
- 40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.
- 40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.
- 40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In

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any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:

40.10.1 if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or

40.10.2 if an appeal has been taken, the amount finally determined on such appeal.

40.11 In arriving at the amount due to the Contractor under this Clause there shall be deducted:

40.11.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;

40.11.2 any claim which the Purchaser may have against the Contractor in connection with this Contract; and

40.11.3 the agreed price for, or the proceeds of the sale of, any materials, Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.

40.12 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser, in accordance with Clause 16 (Changes), a request in writing for an equitable adjustment of the price or prices relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

40.13 The Purchaser may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Purchaser the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payment is in excess of the amount finally agreed or determined to be due under this Clause, such excess shall be payable by the Contractor to the Purchaser upon demand, together with interest calculated using the average of the official base rate(s) per annum of the deposit facility rate as notified by the European Central Bank or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the

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Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.

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

41. DISPUTES

41.1 Except to the extent to which special provision is made elsewhere in the Contract, all disputes, differences or questions which are not disposed of by agreement between the Parties to the Contract with respect to any matter arising out of or relating to the Contract, other than a matter as to which the decision of the Contracting Authority under the Contract is said to be final and conclusive, shall be decided by the Contracting Authority. The Contracting Authority shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

41.2 The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Contractor has submitted the attestation as foreseen in Clause 18 (Claims), as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).

41.3 The Contracting Authority's decision shall be final and conclusive unless, within 30 Days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Authority his decision to open arbitration proceedings in accordance with the Clause 42 (Arbitration). The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as acknowledged and signed by the Contracting Authority.

41.4 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

42. ARBITRATION

42.1 Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be

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submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

- 42.2 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 42.3 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.
- 42.4 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the member states of NATO, be bound by the rules of security in force within NATO. If he is of another nationality, no NATO classified documents or information shall be communicated to him.
- 42.5 An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.
- 42.6 The Contractor agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.
- 42.7 The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.
- 42.8 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Contract.
- 42.9 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall

determine the apportionment of the arbitration expenses.

42.10 Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract, unless otherwise instructed by the Contracting Authority.

43. SEVERABILITY

43.1 If one or more of the provisions of this Contract is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected. Each of the Parties shall use its best efforts to immediately and in good faith negotiate a legally valid replacement provision.

44. APPLICABLE LAW

44.1 This Contract shall be governed, interpreted and construed in accordance with the private contract law of the Kingdom of Belgium.

* *

ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLESA. General

1. With regard to all actions included in Clause 19," Pricing of Changes, Amendments and Claims", the Parties agree that the Purchaser's Pricing Principles contained herein shall govern.
2. As may be requested by the Purchaser, the Contractor shall provide documentation that the standards or principles employed in the submission of cost or pricing data are in conformance with governing national policies and regulation. The Contractor, when submitting a price proposal based upon national standards and regulations, shall provide a point of contact within the national body governing such standards and regulations in order to allow Purchaser verification and audit.
3. Where such conformance cannot be demonstrated to the satisfaction of the Purchaser, the Purchaser's Pricing Principles will govern.
4. The Contractor shall clearly state whether national standards and rules or the Purchaser's Pricing Principles and formats are the basis for the price proposal.
5. Whether national standards or Purchaser pricing principles are applied, all cost and pricing data shall be verifiable, factual and include information reasonably required to explain the estimating process.
6. The Contractor shall also incorporate provisions corresponding to those mentioned herein in all sub-contracts, and shall require price and cost analysis provisions be included therein.

B. Purchaser's Pricing Principles

1. Allowable cost

A cost is allowable for consideration by the Purchaser if the following conditions are fulfilled:

- (a) it is incurred specifically for the Contract or benefits both the Contract and other work or is necessary to the overall operation of the business although a direct relationship to any particular product or service cannot be established and is allocated to them in respective proportion according to the benefit received;

i. Direct Costs

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

ii. Indirect Costs

An indirect cost is one which is not readily subject to treatment as a direct cost. When presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

- (b) The Contractor shall specify the allocation of costs to either of the cost groupings. The method by which costs are accumulated and distributed as part of direct or indirect costs cannot be modified during the duration of the Contract.
- (c) it is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;
- (d) it is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.
- (e) The Purchaser will review other costs presented against the contract and will determine if they would be allowable.

2. Unallowable Costs

In general all costs which cannot be shown by the contractor to be directly or indirectly of benefit to the Contract are totally unallowable. =Examples of such costs are, among others:

- (a) Advertising costs
- (b) Costs of remuneration, having the nature of profit sharing.
- (c) Costs of maintaining, repairing and housing idle and excess facilities.
- (d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.
- (e) Losses on other contracts or on expected follow-on contracts
- (f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).
- (g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.

- (h) Costs incurred to raise capital.
- (i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.
- (j) Taxes on profits.
- (k) Contractual penalties incurred.
- (l) Commissions and gratuities.
- (m) Interest on borrowings.

3. Rates and Factors

- (a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.
- (b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.
- (c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.
- (d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.
- (e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.
- (f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

- (a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.
- (b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.
- (c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.

Book 2, Part 2, Sections 1 and 2

Contract Provisions

IFB-42530191-CUAS

**Invitation For Bids – IFB-42530191-CUAS – Framework Contract for
Counter–Unmanned Aircraft Systems (CUAS) Capabilities**





IFB-42530191-CUAS

BOOK 2, PART 2, SECTION 2

CONTRACT SPECIAL PROVISIONS

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ARTICLE 1. INTERPRETATION, DEFINITIONS, AND ACRONYMS

- 1.1 This Clause supplements Clause 2 (Definitions of Terms and Acronyms) of the NATO Communications and Information Agency (NCIA) Contract General Provisions.
- 1.2 As used throughout this Contract, the following terms shall have the meanings specified below unless otherwise specified in the Contract:
 - 1.2.1 "Framework Contractor" refers to successful awardees of the CUAS Framework Contracts, as a result of the Source Selection.
 - 1.2.2 "Deliverables" Purchase/Task Orders require the Contractor to deliver specific item(s) or perform specific service(s) with a defined output within a defined amount of time.
 - 1.2.3 "Contracting Authority" means the designated Contracting Officer as detailed herein.
 - 1.2.4 "NATO Body" refers to any NATO organization other than NCI Agency

ARTICLE 2. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCI AGENCY CONTRACT GENERAL PROVISIONS

- 2.1 For the purposes of this Contract, the Contract General Provisions, the following Clauses are hereby modified/supplemented:
 - 2.1.1 CLAUSE 7 – FIRM FIXED PRICE CONTRACT is hereby supplemented by **ARTICLE 5 – CONTRACT STRUCTURE**.
 - 2.1.2 CLAUSE 8 – PERFORMANCE GUARANTEE is hereby supplemented by **ARTICLE 24 – PERFORMANCE GUARANTEE**
 - 2.1.3 CLAUSE 9 – PARTICIPATING COUNTRIES is hereby modified to reflect that there are thirty (32) Member Nations of the North Atlantic Treaty Organization.
 - 2.1.4 CLAUSE 10 – SUB-CONTRACTS is hereby modified to delete Paragraphs 10.3 through 10.6.
 - 2.1.5 CLAUSE 11 – SECURITY is hereby supplemented by **ARTICLE 11 – SECURITY AND NON-DISCLOSURE**.
 - 2.1.6 CLAUSE 12 – RELEASE OF INFORMATION is hereby supplemented by **ARTICLE 11 - SECURITY AND NON-DISCLOSURE**.
 - 2.1.7 CLAUSE 24 – OWNERSHIP AND TITLE is hereby supplemented by **Article 26.1**.
 - 2.1.8 CLAUSE 25 – INVOICES AND PAYMENT is hereby supplemented by **ARTICLE 12 – INVOICES AND PAYMENT**.

ARTICLE 3. ORDER OF PRECEDENCE

- 3.1 This Article replaces Clause 1 "Order of Precedence" of the Contract General Provisions as follows: 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:
 - 3.1.1 The Signature Page (for Basic Contract and any subsequent Amendments);
 - 3.1.2 Part I (Contract Schedule of Supplies and Services (SSS));
 - 3.1.3 Part II (these Contract Special Provisions);
 - 3.1.4 Part III (Contract General Provisions);
 - 3.1.5 Part IV (Statement of Work (SOW));

ARTICLE 4. SCOPE OF WORK

- 4.1 This Framework Contract establishes an Indefinite Delivery Indefinite Quantity (IDIQ) arrangement for the provision of Counter-Unmanned Aircraft Systems (CUAS) Capabilities to the NATO Communications and Information Agency (NCIA) under [LOT X] [BV/LPTC] for [Category/scenario] as defined in the Statement of Work (SOW). Purchase Orders (POs) may be issued against this Framework Contract during its duration as outlined in Article 5.
- 4.2 The scope of CUAS Capabilities provided under this Framework Contract is specifically defined by:
- 4.2.1 Schedule of Supplies and Services (SSS) - Contract Line Item Numbers (CLINs) for Buy respectively Lease alternatives
 - 4.2.2 Part IV Statement of Work (SOW) and its attachments
- 4.3 This is a standalone Framework Contract awarded to [Contractor Name] as the successful bidder for the designated Lot(s) under competitive procurement IFB-42530191-CUAS. Where the same Contractor has been selected for multiple Lots, the corresponding CUAS Capabilities and related Schedules of Supplies and Services shall be consolidated under this single Framework Contract, with each Lot and Schedule clearly identified. Purchase Orders issued under this Framework Contract, irrespective of Lot, are binding upon the Contractor in accordance with the terms and conditions established herein.

ARTICLE 5. CONTRACT DURATION

- 5.1 This Framework Contract shall commence on the Effective Date of Contract (EDC), defined as the date of Purchaser signature, and shall remain in force for a base period of twelve (12) months, during which Purchase Orders (POs) may be issued, unless earlier terminated in accordance with the applicable provisions.
- 5.2 Purchase Order Periods of Performance
- 5.2.1 Buy CLINs: For Purchase Orders issued under Buy CLINs, the PO shall specify the applicable delivery, testing, installation, training and acceptance schedule in accordance with the Schedule of Supplies and Services (SSS) and the SOW. The associated one (1) year warranty period between Provisional System Acceptance (PSA) and Final System Acceptance (FSA), as well as up to three (3) additional twelve (12) month support periods, shall be defined at PO level. No minimum ordering quantities or guaranteed order volumes are committed under this Framework Contract.
 - 5.2.2 Lease CLINs: For Purchase Orders issued under Lease CLINs, the PO shall specify a total period of capability use of forty-eight (48) months (Lease Term), commencing on the Effective Delivery Date (EDD, post-PSA), with the Option for the Purchaser to extend the Lease Term for one (1) additional period of twelve (12) months. The detailed start and end dates of each Lease Term (including any optional extension) shall be defined in the relevant PO.

ARTICLE 6. CONTRACT STRUCTURE

- 6.1 The Framework Contract is a Requirements contract, pursuant to Article 6.4 and Article 7, and shall have no intrinsic monetary value.
- 6.2 Unit prices specified in the Schedule of Supplies and Services (SSS) represent the maximum prices applicable to all Orders issued under this Framework Contract. The Purchaser reserves the right to procure additional quantities (e.g., multiple CUAS systems beyond initial orders) at or below these unit prices, without re-negotiation or re-competition.

6.3 Cumulative Volume Discounts

6.3.1 Discounts apply based on the Framework Contractor's cumulative total CUAS units delivered under this Framework Contract for a specific Lot, tracked from Effective Date of Contract (EDC). Discounts are progressive (lower rate for all units once tier reached) and mandatory for future POs.

Cumulative Units Delivered (Per Lot)	Progressive Discount (All Units)
1	0% (SSS unit price)
2-5	5%
6-10	7%
11+	10%

6.4 During the period described in Article 5 of the Special Provisions, the Contractor explicitly refrains from invoking hardship, significant economic changes or similar concepts for any alleged or proven increase in costs on Contractor side, even for reasons beyond its control, during the entire term of the Contract.

ARTICLE 7. PURCHASE ORDERS

- 7.1 Upon award of this IDIQ Framework Contract for one or more specific Lots, the Purchaser will issue Purchase Orders (POs) directly to the respective Framework Contractor without further competition. The Orders will specify quantities, delivery schedules, and other requirements consistent with the Schedule of Supplies and Services (SSS) and Statement of Work (SOW).
- 7.2 Each PO shall reference the Framework Contract number, Lot description, applicable CLINs/unit prices and delivery instructions. Orders constitute a unilateral binding commitment by the Purchaser and are automatically accepted by the Framework Contractor upon issuance, without requiring Contractor signature.
- 7.3 Prior to finalising each PO, the Purchaser and Framework Contractor shall coordinate to agree on: (a) Delivery location, (b) delivery schedule, (c) approved travel and transportation plans and cost estimates, and (d) any Lot-specific cumulative volume discounts (as described in Article 6.6).
- 7.4 Prior to PO issuance, the Framework Contractor shall submit proposed travel requirements and estimated costs for Purchaser review and authorisation. Approved travel shall be reimbursed separately per applicable NATO TDY regulations and daily rates in effect at time of travel.
- 7.5 POs may be issued during the Framework Contract base performance period per Article 5, subject to actual Purchaser needs and no volume guarantees per Article 4.

ARTICLE 8. CORRESPONDENCE AND CONTRACT ADMINISTRATION

- 8.1 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 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.
- 8.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract Amendments shall only be valid when received in writing from the Purchaser Contracting Authority.

- 8.3 All Policy Updates communicated in writing by the Purchaser Contracting Authority during the contract execution shall be enforceable upon issuance and if required a contract amendment will be subsequently issued.
- 8.4 Formal and informal letters and communications shall be sent by e-mail to the official points of contact listed in each Framework Contract.
- 8.5 All notices and communications shall be effective on receipt.
- 8.6 Official Points of Contact (or to individuals as may from time to time be designated in writing):

For the Purchaser:		For the Framework Contractor:	
NCIA		TBD	
Contractual Matters: Attn: Radu Munteanu Tel: +31 70 374 30 15 E-mail: radu.munteanu@ncia.nato.int	Day-to-day requirement administration:	Contractual Matters:	Day-to-day requirement administration:
Contracting Authority as specified in this Framework Contract	Requirements Manager assigned to each PO	As specified in this Framework Contract	Personnel assigned to PO

- 8.7 It shall be the Contractor's responsibility, as part of this Contract, to reproduce and supply all the necessary forms and reports in the quantities required.

ARTICLE 9. SECURITY AND NON-DISCLOSURE

- 9.1 The security classification of the Framework Contracts is NATO UNCLASSIFIED.
- 9.2 The Framework Contractor and all sub-Contractors shall handle and safeguard NATO CLASSIFIED material in accordance with NATO and national security regulations.
- 9.3 Framework Contractor Personnel working under this contract must possess a NATO SECRET security clearance as a minimum, unless otherwise specified in the resultant Order(s).
- 9.4 It shall be the Framework Contractor's responsibility to obtain the necessary clearances and to have such clearances confirmed to the Purchaser by the relevant national security authority.
- 9.5 Failure to meet the timely security requirement shall not constitute a valid reason to delay commencement of an Order and shall be remedied in accordance with Article 21.
- 9.6 In the performance of all works under this contract, it shall be the Framework Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented locally.

ARTICLE 10. INVOICES AND PAYMENT

- 10.1 Following written Purchaser acceptance, payment for supplies and services furnished shall be made for the relevant portion of the Contract.
- 10.2 The Contract's term may not be exceeded without the Purchaser's prior approval. The Purchaser will never pay above the total of the corresponding CLINs.
- 10.3 With the exception of advance payments, no payment shall be made with respect to undelivered supplies, works not performed, services not rendered, and/or invoices that are incorrectly submitted.
- 10.4 No payment shall be made for additional items delivered that are not specified in the contractual documents.

- 10.5 The Contractor shall be entitled to submit invoices as shown in the SSS, Section 3, Payment Schedule.
- 10.6 The invoice amount shall be exclusive of VAT and all Taxes and Duties as per Clause "Taxes and Duties" of the NCIA Contract General Provisions.
- 10.7 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 10.8 With the exception of advance payment, payments will be made to the Contractor on achievement/delivery and prior written acceptance by the Purchaser.
- 10.9 The Contractor shall include the following on all invoices:
 - 10.9.1 Contract number: CO-42530191-CUAS
 - 10.9.2 Purchase Order number: XXXXXXXXX
 - 10.9.3 Contract Amendment number (if applicable)
 - 10.9.4 Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services.
- 10.10 The invoice shall contain the following certificate: "I certify that the above invoice is true and correct, that the delivery of the above-described items has been duly effected and/or that the above-mentioned services have been rendered and the payment, therefore, has not been received."
- 10.11 Invoices shall be submitted through the Purchaser's NEO iSupplier portal: <http://neo.ncia.nato.int/Neo/index.html>
- 10.12 The NCIA will make payment within 30 (thirty) days of receipt by the NCIA or a properly prepared and documented invoice.

ARTICLE 11. ECONOMIC PRICE ADJUSTMENT

- 11.1 The prices of CLINs referring to Years 1-2 are Firm Fixed Prices.
 - 11.1.1 Only prices for Years 3-4 (Months 25-48) and Lease (Article 26) extension Year 5 (Months 49-60) are subject to adjustment (upwards or downwards) in accordance with the formula in paragraph 11.3.1 below.
 - 11.1.2 The price of the Years above shall be adjusted in accordance with the formula in paragraph 11.3.1 below at the time they are exercised. The labour (L) and material (M) indexes shall be the ones published no later than 3 months before the start date of the performance of the period.
 - 11.1.3 The revision shall be based on the evolution of the Labour Cost Index and the Material (Producer Price) index, as published by OECD statistics (see paragraph 11.3.2).
- 11.2 The labour (L) and material (M) allocations and the portion of the contract price subject to price adjustment have been established, they remain fixed through the life of the contract and shall not be modified except in the event of significant changes to the scope of the contract.
- 11.3 Economic Price Adjustment Formula
 - 11.3.1 $P = P_o * [0.2 + 0.7 * (L/L_o) + 0.1 * (M/M_o)]$
 In which:
 P - Revised price for the milestone applicable after EPA
 P_o - Price of the Milestone at Bid Closing Date (BCD)
 L - Latest available published quarterly labour index at the date of the Year/CLIN.
 L_o – Basic quarterly index for Labour value at BCD.
 M - Latest available published quarterly material (Producer Price) index published at the date of the Year/CLIN.
 M_o – Basic quarterly index for Material (Producer Price) value at BCD.

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11.3.2 **Indices**

Labour (P & Po)

OECD Stats – Unit labour costs and labour productivity, total economy (ULC_EEQ)

Subject – Unit Labour Costs

Measure – Index, seasonally adjusted

https://stats.oecd.org/viewhtml.aspx?datasetcode=ULC_EEQ&lang=en

Material (M & Mo)

OECD Stats – Producer Prices (MEI_PRICES_PPI)

Subject – Economic activities – Total producer prices - Manufacturing

Measure – Index

https://stats.oecd.org/viewhtml.aspx?datasetcode=MEI_PRICES_PPI&lang=en

11.3.3 The index applicable to the revision formula and to be read from the OECD website mentioned above, shall be the one from the country where the task is performed, provided that the currency applicable to the milestone payment is the one from that country. In case the task is performed in a non-euro currency country but the Contractor initially bid in euro (Host Nation currency), the index to be used shall be the one from the Host Nation (Belgium).

11.3.4 Maximum Variation: The yearly increase in any unit price made under this Article shall not exceed 10% of the effective unit price before adjustment. There is no percentage limitation on the amount of decreases that may be made under this Article.

ARTICLE 12. PLACE AND TERMS OF DELIVERY

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

ARTICLE 13. TITLE AND RISK OF LOSS

13.1 This Article supplements Clause 24, Ownership and Title, of the Contract General Provisions.

13.2 Title and Risk of Loss to all delivered equipment, software and documentation shall transfer to and vest with the Purchaser upon the earlier of (i) delivery and written acceptance of each delivered equipment, software and documentation based on proper inventory and delivery documentation to be provided by the Contractor or (ii) subsequent delivery or handover to the End User, as defined in Part III - Statement of Work.

13.3 Notwithstanding 12.2 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Contract shall remain with the Contractor until cure or acceptance, at which time 12.2 above shall apply, provided that the supplies have not already been delivered or handed over to the End User.

13.4 Notwithstanding 12.2 above, the Contractor shall not be liable for the loss of or damage to supplies caused by the gross negligence of officers, agents or employees of the Purchaser acting within the scope of their employment under the terms and conditions of this Contract.

ARTICLE 14. ACCEPTANCE PROCEDURES

- 14.1 This Clause modifies Clause 21, Inspections and Acceptance of Work and Clause 22, Inspection and Acceptance of Documentation, of the Contract General Provisions.
- 14.2 Acceptance is the action by which the Purchaser formally acknowledges that the Contractor has fully demonstrated that the Contract Deliverables are complete or have been performed according to the requirements set in the Contract. Acceptance may occur earlier than the target dates outlined in the SSS document.
- 14.3 Acceptance procedures are described in Clauses 21 and 22 of the NCIA Contract General Provisions.
- 14.4 Where the Contractor fails to meet all Contract requirements but such a failure is not material or fundamental, the Purchaser may, at its sole discretion, declare the Acceptance without prejudice to the provisions of 21.9 of the Contract General Provisions.

ARTICLE 15. TRANSPORTATION OF EQUIPMENT

- 15.1 In accordance with Clause 20 of the Contract General Provisions, all supplies covered under this Contract and items shipped under warranty for repair or otherwise shall be transported to and from all delivery destinations as noted in the Contract Schedule of Supplies and Services at the full responsibility of the Contractor in accordance with the agreed INCOTERMS.

ARTICLE 16. TECHNICAL DIRECTION

- 16.1 For the direct official control and coordination of requirements, the Purchaser designates the Project Manager specified in Article 8.6 as the staff element that has the authority to coordinate, monitor, and control Contractor's performance under this Contract:
- 16.2 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 the performance of their duties.
- 16.3 In case the Contractor believes that any technical direction received from the Technical Representative constitutes a change to the terms, conditions and/or specifications, he shall immediately inform in writing the NCIA 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 NCIA Contract General Provisions.
- 16.4 Failure of the Contractor to notify the NCIA Contracting Authority of direction constituting a change of the Contract will result in a waiver of any claims pursuant to such change.

ARTICLE 17. PARTICIPATING COUNTRIES

- 17.1 This Article supplements Clause 9, Participating Countries, of the Contract General Provisions.
- 17.2 Unless the Purchaser has given prior written authorization, the Work, including project design, labour, and services, shall be performed only by firms and individuals originating from and working within NATO Participating Countries.
- 17.3 For this Contract, the term "Participating Country": any of the NATO nations, namely (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY,

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GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, SWEDEN, REPUBLIC OF TÜRKIYE, THE UNITED KINGDOM, and THE UNITED STATES OF AMERICA.

ARTICLE 18. CONTRACTOR'S PERSONNEL WORKING AT NATO FACILITIES

- 18.1 The term "NATO Facilities" as used in this Article shall be deemed to include sites, property, and utilities.
- 18.2 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 authorized representatives.
- 18.3 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 of 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.
- 18.4 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.
- 18.5 All property of the Contractor while at the 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 19. CARE AND DILIGENCE OF PROPERTY

- 19.1 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 expense to the Purchaser. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the Contract price.
- 19.2 The Purchaser shall exercise due care and diligence for the Contractor's furnished equipment, tools and materials on-site premises. The Purchaser will not assume any liability except for gross negligence and wilful misconduct by the Purchaser's personnel or agents.
- 19.3 The Contractor shall keep the site area, including storage areas used by the Contractor, free from waste accumulations at all times. On completion of all work, the Contractor shall leave the site area and its surroundings clean and neat.

ARTICLE 20. INDEPENDENT CONTRACTOR

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- 20.1 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.
- 20.2 The Purchaser is not responsible for securing work permits, lodging, leases, tax declarations, driving permits, etc., with national or local authorities. Contractors' personnel employed under this Contract are not eligible for diplomatic privileges, logistics support privileges, or NATO employee benefits.

ARTICLE 21. INTELLECTUAL PROPERTY

- 21.1 This Article supplements Clause 30, Intellectual Property, of the Contract General Provisions.
- 21.2 The Contractor is not expected to develop any Foreground IPR; the Contractor retains ownership of any Foreground IPR under this Contract. The required scope of work will be fulfilled through the delivery of the equipment, training, documentation and warranty services. To avoid doubt, any improvements the Contractor made to the Contractor's products, services and relevant IP as a result of or via experience obtained in the course of performing this Contract shall remain with the Contractor.
- 21.3 There are no restrictions on the use of any of the delivered supplies or services by the Purchaser or the End User.
- 21.4 The intellectual property rights of the Contractor's system operating software shall reside in NATO member countries, and the Contractor shall not pay license fees or royalty charges to firms, individuals, or governments outside the NATO member community unless explicitly authorized by the Purchaser.

ARTICLE 22. LIQUIDATED DAMAGES

- 22.1 This Article supplements Clause 38, Liquidated Damages, of the Contract General Provisions.
- 22.2 The accrued total of liquidated damages, as stated in Clause 38.4, will not exceed 15% of the value of each line item and will not exceed 10% of the value of the total Contract.

ARTICLE 23. EXPORT LICENSE

- 23.1 All obligations of the Contractor under this Contract to provide the goods and related services to the Purchaser are subject to the express condition that the Contractor can obtain all export and re-export permits and licenses required by the competent authorities. The Contractor agrees to use its best efforts to obtain the necessary permits and licenses; however, if the Contractor cannot obtain such permits and licenses, this shall not constitute a breach of the Contract. If the Contractor is unable to obtain such permits or licenses within a reasonable time, the Purchaser may withdraw from the Contract.
- 23.2 The liability of the Contractor to the Purchaser for all claims, regardless of the legal basis therefor (including any indemnification obligations and any guarantees) and including any liquidated damages and any contractual penalties, shall be limited in total aggregate to an amount equal to one hundred per cent (100%) of the net order value.
- 23.3 The Contractor shall not be liable, regardless of the legal basis for the liability (including any indemnification obligations and any guarantees), for incidental, indirect, or consequential damage, financial losses, expense reimbursement, recourse claims with respect to third-party contractual claims, or claims for loss of profit, loss of use, loss of

production, business interruption, financing expenses, loss of interest, covering purchase, or software-related loss of data, information, or programs.

- 23.4 The limitation period for claims will become statute-barred within twelve (12) months of them arising or becoming known or of the time they would have become known had the Purchaser not been grossly negligent.
- 23.5 The sub-sections above shall not apply (i) in the event of willful intent, (ii) to damage resulting from injury to life, body or health, or (iii) to the extent that they are contrary to mandatory law (e.g. an applicable product liability act).

ARTICLE 24. FORCE MAJEURE CLAUSE

- 24.1 “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.
- 24.2 Examples of Force Majeure, provided conditions (i)-(iv) of paragraph 24.1 are all fulfilled, include:
- 24.2.1 hostilities, invasion, acts of foreign enemies, extensive military mobilisation;
 - 24.2.2 riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
 - 24.2.3 currency and trade restriction, embargo, sanction;
 - 24.2.4 act of authority, whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
 - 24.2.5 plague, epidemic, natural disaster or extreme natural event;
 - 24.2.6 explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
 - 24.2.7 general labour disturbances such as boycotts, strikes and lock-outs, go-slow, and occupation of factories and premises.
- 24.3 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. Within a reasonable time, the Other Party shall respond, stating whether it accepts or rejects the occurrence as Force Majeure.
- 24.4 If the Other Party accepts the occurrence as Force Majeure, the Contract shall remain in force, but the Parties will be relieved from the performance of their obligations (including payment) under the 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:
- 24.4.1 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;
 - 24.4.2 the suspension of performance is of no greater scope than is necessitated by Force Majeure;
 - 24.4.3 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.
- 24.5 Neither Party shall be in breach of the Contract nor liable for delay in performing or failing to perform its obligations under the Contract due to Force Majeure.

- 24.6 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 25. PERFORMANCE GUARANTEE

- 25.1 This Article supplements Clause 8, Performance Guarantee, of the Contract General Provisions.
- 25.2 The Purchaser reserves the right to request a Performance Guarantee if the Purchase Order value is over 10 MEUR.

ARTICLE 26. LEASE PROVISIONS

- 26.1 This Article supplements the NCIA Contract General Provisions and partially replaces Clause 24 (Ownership and Title) for Lease CLINs identified in the Schedule of Supplies and Services (SSS) under CUAS Lots. Notwithstanding Clause 24, the Framework Contractor retains full ownership and title to the Leased Equipment throughout the Lease Term (Article 26.2), while the Purchaser obtains possession and unencumbered right to use with immediate corrective actions once reported, in accordance with this Article and the Statement of Work (SOW).
- 26.2 Lease Term and Extension.
- 26.2.1 The Lease Term shall commence the Effective Delivery Date (EDD), defined as the date the Purchaser issues written Provisional System Acceptance (PSA) confirming the Leased Equipment meets SOW requirements per Article 14. The Lease Term shall continue for forty-eight (48) months.
- 26.2.2 The Purchaser reserves the unilateral right to extend the Lease Term for one (1) additional twelve (12)-month period (Months 49-60) by providing written notice to the Contractor sixty (60) days prior to Month 48 end. The extension shall be at Year 4 pricing rates then in effect.
- 26.3 Leased Equipment.
- 26.3.1 The Contractor shall deliver fully operational CUAS systems, subsystems, and associated C2 equipment as specified in the applicable Lot SOW, DDP Purchaser site per INCOTERMS 2020.
- 26.3.2 The Leased Equipment shall achieve and maintain availability threshold defined in the SOW throughout the Lease Term.
- 26.4 Residual Value.
- 26.4.1 At Lease Term end (Month 48 or 60), the Residual Value shall be calculated as the SSS unit price depreciated on a straight-line basis at twenty percent (20%) per annum from new condition.
- 26.4.2 The Purchaser reserves the right to commission an independent appraisal of Residual Value at Contractor expense, which shall be final and binding.
- 26.5 Pricing and Payments.
- 26.5.1 Years 1-2 (Months 1-24): Fixed Price (FP) per SSS, invoiced quarterly in advance.
- 26.5.2 Years 3-4 (Months 25-48): FP-EPA per SSS, invoiced quarterly in advance, as per Article 11.
- 26.5.3 Extension Year (Months 49-60): same price as Year 4, invoiced quarterly in advance.

26.5.4 Invoices via NEO portal as per Article 10.

ARTICLE 27. BASIC SAFEGUARDING OF CONTRACTOR COMMUNICATION AND INFORMATION SYSTEMS (CIS)

27.1 Definitions. As used in this article:

“Contractor Communication and Information System” means an information system that is owned or operated by a contractor that processes, stores, or transmits NATO Information.

“NATO Information” means all information, classified and unclassified, circulated within NATO, whether such information originates in NATO Civil or Military bodies or is received from member nations or from non-NATO sources to include but not limited to:

NATO Information that is provided by or generated for the Purchaser under a contract to develop or deliver a product or service to NATO, but not including information provided by the Purchaser to the public (such as on public websites) or simple transactional information, such as necessary to process payments. Examples of NATO Information are:

NATO technical information that is subject to controls on its access, use, reproduction, modification, performance, display, release, disclosure, or dissemination that is technical data or computer software in nature; such as, research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, executable code and source code, design details, or formulae and related material that would enable the software to be reproduced, recreated, or recompiled.

NATO infrastructure information such as Emergency Management, Infrastructure Security Information, Information Systems Vulnerability Information, Physical Security.

NATO security information such as Internal Data or Operations Security, Security Agreement Information, Security Enforcement Information, Transportation Arrangements, Personnel Security Information, Privacy Information, or Sensitive Personally Identifiable Information.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Safeguarding” means measures or controls that are prescribed to protect information systems.

27.2 Safeguarding requirements and procedures. The Contractor shall provide adequate security on all contractor CIS. To provide adequate security, the Contractor shall implement, at a minimum:

27.2.1 For contractor CIS that are part of a cloud computing service or an Information Technology (IT) service or system developed or operated on behalf of NATO shall be subject to the security requirements specified elsewhere in this contract.

27.2.2 For contractor CIS storing, processing, or transmitting NATO RESTRICTED Information the security requirements specified in SoW clause, "Safeguarding of NATO Restricted Information" as mandated in NATO's Security Committee reference document number, AC/35-D/2003-REV5, dated 13 May 2015, entitled, "Directive on Classified Project and Industrial Security" shall apply.

27.2.3 For contractor CIS storing, processing, or transmitting NATO UNCLASSIFIED Information that are not part of a cloud computing service or IT service or system operated on behalf of NATO, the Contractor shall apply the minimum mandatory security measures as prescribed for NU controls for national systems in the NATO's Consultation, Command and Control Board (C3B) reference document number AC/322-D/0048-REV3 (INV) dated 18 November 2019, entitled, "Technical and Implementation Directive on CIS Security".

- 27.3 Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified elsewhere in this contract or of other applicable NATO or national regulatory requirements.
- 27.4 A breach of these obligations may subject the Contractor to contractual actions in law and equity for penalties, damages, and other appropriate remedies by the Purchaser.
- 27.5 Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (1.2.6), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or services in which the subcontractor may have NATO Information residing in or transiting through its CIS).

ARTICLE 28. CYBER INCIDENT REPORTING

28.1 Definitions. As used in this article:

28.1.1 "*Contractor attributional/proprietary Information*" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

28.1.2 "*Compromise*" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

28.1.3 "*NATO Information*" means all information, classified and unclassified, circulated within NATO, whether such information originates in NATO Civil or Military bodies or is received from member nations or from non-NATO sources to include but not limited to:

28.1.3.a NATO Information that is provided by or generated for the Purchaser under a contract to develop or deliver a product or service to NATO, but not including information provided by the Purchaser to the public (such as on public websites) or simple transactional information, such as necessary to process payments. Examples of NATO Information are:

28.1.3.b NATO technical information that is subject to controls on its access, use, reproduction, modification, performance, display, release, disclosure, or dissemination that is technical data or computer software in nature; such as, research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, executable code and source code, design details, or

formulae and related material that would enable the software to be reproduced, recreated, or recompiled.

28.1.3.c NATO infrastructure information such as Emergency Management, Infrastructure Security Information, Information Systems Vulnerability Information, Physical Security.

28.1.3.d NATO security information such as Internal Data or Operations Security, Security Agreement Information, Security Enforcement Information, Transportation Arrangements, Personnel Security Information, Privacy Information, or Sensitive Personally Identifiable Information.

28.1.4 "*Cyber incident*" means any detected anomaly compromising, or that has the potential to compromise, communication, information or other electronic systems or the information that is stored, processed or transmitted in these systems.

28.1.5 "*Forensic analysis*" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

28.1.6 "*Information system*" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

28.1.7 "*Malicious software*" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

28.1.8 "*Media*" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which NATO Information is recorded, stored, or printed within a contractor CIS.

28.2 Cyber incident reporting requirement

28.2.1 When the Contractor discovers a cyber-incident that affects a contractor CIS or NATO Information residing therein, or that affects the Contractor's ability to perform the requirements of the contract, the Contractor shall:

28.2.1.a Conduct a review for evidence of compromise of the NATO Information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analysing contractor CIS that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised NATO Information, or that affect the Contractor's ability to perform the requirements of the contract; and,

28.2.1.b Report the cyber incident(s) to the Contracting Officer within 72 hours of discovery of any cyber incident.

28.2.2 **Cyber incident report.** The cyber incident report shall be treated as information created by or for the Purchaser and shall include, at a minimum, the following content:

28.2.2.a Company name

28.2.2.b Facility Clearance Level

28.2.2.c Company point of contact information (name, position, telephone, email)

28.2.2.d NCI Agency Project Manager point of contact (name, position, telephone, email)

- 28.2.2.e Contract number(s) or other type of agreement affected or potentially affected
 - 28.2.2.f Contracting Officer or other type of agreement point of contact (address, position, telephone, email)
 - 28.2.2.g Contract or other type of agreement classification level
 - 28.2.2.h Impact to NATO Information and/or provided products/services
 - 28.2.2.i Ability to provide operational support
 - 28.2.2.j Date incident discovered
 - 28.2.2.k Location(s) of compromise
 - 28.2.2.l NATO programs, platforms or systems involved
 - 28.2.2.m Classification of the systems involved
 - 28.2.2.n Type of compromise (unauthorized access, unauthorized release (includes inadvertent release), unknown, not applicable)
 - 28.2.2.o Description of technique or method used in the cyber incident
 - 28.2.2.p Incident outcome (successful compromise, failed attempt, unknown)
 - 28.2.2.q Incident/Compromise narrative (Ex: Chronological explanation of event/incident, threat actor TTPs, indicators of compromise, targeting, mitigation strategies, and any other relevant information to assist in understanding what occurred) Include in this section what actions have been taken to mitigate the risk/damage of both hardware and software assets.
 - 28.2.2.r Confirm whether news media are already aware/informed of the incident
 - 28.2.2.s Any additional information
- 28.2.3 Subject to the Purchaser's consultation with the contractor's national cyber defence authority and/or as prescribed in the contractor's nation's Memorandum of Understanding (MoU) on Cyber Defence with NATO, the Purchaser reserves the right to request the following:
- 28.2.3.a Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, inform the Contracting Officer to allow the Purchaser to request the malicious software or decline interest. Do not send the malicious software to the Contracting Officer.
 - 28.2.3.b Media preservation and protection. When a Contractor discovers a cyber-incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph 35.2.1 of this article and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow the Purchaser to request the media or decline interest.
 - 28.2.3.c Access to additional information in support of an incident investigation. Upon request by the Purchaser, the Contractor shall provide the Purchaser with access to additional information that is necessary to conduct an incident investigation.
 - 28.2.3.d Cyber incident damage assessment activities. If the Purchaser elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph 35.2.4 of this article.
- 28.2.4 **Information Handling.** The Purchaser shall protect information reported or otherwise provided to the Purchaser under this article that includes contractor attributional/proprietary information in accordance with applicable NATO policies. To the maximum extent practicable, the Contractor shall identify and mark

contractor attributional/proprietary information. The Purchaser may use contractor attributional information and disclose it only for purposes and activities consistent with this article. The Purchaser will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such an authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

28.2.5 The Contractor shall conduct activities under this article in accordance with applicable NATO regulations and contractor national laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

28.2.6 **Other reporting requirements.** The cyber incident reporting required by this article in no way abrogates the Contractor's responsibility for other cyber incident reporting as required by other applicable articles of this contract, or as a result of other applicable NATO regulations or contractor national law or regulatory requirements.

28.2.7 **Subcontracts.** The Contractor shall:

28.2.7.a Include this article, including this paragraph, in subcontracts, or similar contractual instruments, for which subcontract performance will involve NATO Information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as NATO Information and will require protection under this article, and, if necessary, consult with the Contracting Officer; and,

28.2.8 Require subcontractors to provide a copy of the incident report to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber-incident to the Purchaser as required in paragraph 20.2 of this article.

ARTICLE 29. NCIA SUPPLIER CODE OF CONDUCT

29.1 The NCIA 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 an integral part of this contract. Breach thereof by the Contractor may result in termination for material breach of the Contract.

29.2 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.

29.3 In the event of any inconsistency in language, terms or conditions with the Contract General Provisions, the Contract General Provisions takes precedence.

ARTICLE 30. Access to Contractor's Premises

30.1 Following reasonable written notice, the Contractor shall provide the Purchaser's Representatives all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract

ARTICLE 31. Access to Purchaser's Premises

31.1 The Contractor acknowledges that Purchaser premises to which it shall provide the Contractor Deliverables vary in physical size, occupancy levels and types.

- 31.2 The Contractor shall observe, and ensure that the Contractor's Team and Sub-contractors observe, all health and safety rules and regulations and any other security requirements that apply at any of Purchaser's premises, including any the Purchaser policies and processes which may be communicated by the Purchaser to the Contractor.

ARTICLE 32. Data Sovereignty

- 32.1 This article applies to any cloud services provided through this Contract that may be included with the products listed in the SSS.
- 32.2 Data Storage: Purchaser data shall be stored within the territory of NATO Nations at all times. The Purchaser has the option of choosing a specific location of data at rest, which includes the options of specific NATO nations. The Contractor shall store the defined NATO Data in the NATO nation chosen and such choice shall not be modified by the Contractor without the prior agreement from the Purchaser.
- 32.3 Data Processing: All processing of NATO data shall be limited to the territory of NATO member nations exclusively, irrespective of any conflicting provision on sub-processing in the Contractor's or Subcontractor's standard terms on data protection. Under no circumstances shall the Contractor or Subcontractor process (including transfer-through) any NATO data within a non-NATO member nation.
- 32.4 Data Access and Control: The Purchaser shall at all times retain full access and unrestricted control over all NATO data. The Purchaser's right of access and control shall include being able to retrieve, delete or duplicate all NATO data at any moment during the term of the Contract.

IFB-CO-42530191-CUAS

BOOK 2, PART 2, SECTION 2

CONTRACT GENERAL PROVISIONS

BOOK 2, PART 2, SECTION 2
CONTRACT GENERAL PROVISIONS

See attached file



IFB-42530191-CUAS

**Framework Contract for Counter–Unmanned Aircraft
Systems (CUAS) Capabilities**

BOOK II

**CONTRACT
STATEMENT OF WORK (SOW)**

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1 INTRODUCTION

1.1 Purpose

- 1.1.1 This project seeks provision of Counter-Unmanned Aircraft Systems (CUAS) equipment framework contracts, to provide rapid procurement or lease to NATO Communications and Information Agency (NCIA) and its stakeholders.
- 1.1.2 The overarching objective is to award one or more contracts to suppliers in the categories identified to facilitate rapid procurement.

1.2 Scope of Work

- 1.2.1 The scope of work is to establish up to 18 Indefinite Delivery Indefinite Quantity (IDIQ) contract(s) (9 Best Value and 9 Lowest Price Technical Compliant), for:
 - 1.2.1.1 the provision of CUAS Capabilities for a period of 12 months (i.e. buy) plus 3 years of Operation and Maintenance (O&M) post-warranty period for a total of 4 years (see section 5.13),
 - 1.2.1.2 or alternatively for an Operational Level Agreement contract (i.e. lease) of the CUAS Capabilities (see section 5.14).
- 1.2.2 Three CUAS Capabilities subcategories (static, transportable, and on-the-move) have been identified for the scope of this competition. For these subcategories, four different operational scenarios have been defined as well: point defense, area defense, border protection, and convoy protection.
- 1.2.3 Where the point defense and area defense scenario are applicable for all subcategories, the border defense scenario is applicable for the static and transportable scenario, and the convoy protection scenario for the on the move subcategory.
- 1.2.4 For each combination of CUAS subcategory and operational scenario, two contracts will be signed: one Best Value and one Lowest Price Technically Compliant. For each of the purchase alternatives, a “lease” alternative shall be provided in addition to the “buy” alternative.

- 1.2.5 The following scope will be covered by the resulting contract(s), referred hereafter as Schedule(s):
- [A] CUAS Static Capabilities for Point Defense, Best Value.
 - [B] CUAS Static Capabilities for Area Defense, Best Value.
 - [C] CUAS Static Capabilities for Border Protection, Best Value
 - [D] CUAS Transportable Capabilities for Point Defense, Best Value.
 - [E] CUAS Transportable Capabilities for Area Defense, Best Value.
 - [F] CUAS Transportable Capabilities for Border Protection, Best Value.
 - [G] CUAS On-The-Move Capabilities for Point Defense, Best Value.
 - [H] CUAS On-The-Move Capabilities for Area Defense, Best Value.
 - [I] CUAS On-The-Move Capabilities for Convoy Protection, Best Value
 - [J] CUAS Static Capabilities for Point Defense, Lowest Price Technically Compliant.
 - [K] CUAS Static Capabilities for Area Defense, Lowest Price Technically Compliant.
 - [L] CUAS Static Capabilities for Border Protection, Lowest Price Technically Compliant
 - [M] CUAS Transportable Capabilities for Point Defense, Lowest Price Technically Compliant.
 - [N] CUAS Transportable Capabilities for Area Defense, Lowest Price Technically Compliant.
 - [O] CUAS Transportable Capabilities for Border Protection, Lowest Price Technically Compliant
 - [P] CUAS On-The-Move Capabilities for Point Defense, Lowest Price Technically Compliant.
 - [Q] CUAS On-The-Move Capabilities for Area Defense, Lowest Price Technically Compliant.
 - [R] CUAS On-The-Move Capabilities for Convoy Protection, Lowest Price Technically Compliant.
- 1.2.6 The items and devices that constitute the scope of the different Schedules are listed in the Statement of Work (SOW).

1.3 Objectives

- 1.3.1 The project shall award a framework contract for the procurement and lease of CUAS equipment in the categories mentioned above.

1.4 Standards for interpretation of this document

- 1.4.1 Requirements are formulated using the term “shall”. Context information supporting the requirements definition is provided using the term “will”. “Shall” statements are

contractually binding, “Will” statements are non-mandatory, or they imply denote intent on the part of the Purchaser.

- 1.4.2 Whenever requirements are stated herein to “include” a group of items, parameters, or other considerations, “include” means “include but not limited to”.
- 1.4.3 Whenever reference is made to a section, tasks, or paragraph, the reference includes all subordinate and referenced paragraphs.
- 1.4.4 The order of the SoW requirements is not intended to specify the order in which they must be carried out unless explicitly stated.
- 1.4.5 For purposes of the SoW:
 - The term "the Purchaser" means the NCI Agency or its authorized representatives.
 - The term "the Contractor" means the company being awarded each specific contract.
 - The term "the User" means the entities (headquarters, nations) consuming the service to meet their operational objectives, or their authorized representatives.

2 PROJECT MANAGEMENT AND MILESTONES

2.1 General

- 2.1.1 The Purchaser Project Manager (PM), who will act as the Purchaser’s technical and programmatic representative, will be the primary interface between the Contractor and the NCI Agency starting from the Effective Date of Contract (EDC).
- 2.1.2 The Purchaser Project Manager will be supported by specialists in certain areas who may, from time to time, be delegated to act on the Project Manager’s behalf in their area of expertise.
- 2.1.3 The Purchaser Project Manager, or any of the specialist support staff, may not make changes to the terms and conditions of the Contract but may only provide the Purchaser’s interpretation on technical matters.
- 2.1.4 The Purchaser Contracting Officer is responsible for all commercially-related documentation exchanges. In particular contracts, purchase orders, authorizations to invoice, acceptance letters, and possible disputes are the responsibility of the Purchaser Contracting Officer.
- 2.1.5 The NCI Agency will facilitate the Contractor with all information necessary to understand the deployment environment as required for the purpose of execution of this contract.
- 2.1.6 The Contractor shall designate a Contractor Project Manager (PM), who will direct and co-ordinate the activities of the Contractor’s.
- 2.1.7 The Contractor Project Manager shall be the Contractor’s primary contact for the Purchaser’s CUAS Project Manager and shall conduct all major project design, test, and status reviews.
- 2.1.8 The Contractor Project Manager shall be prepared at all times to present and discuss the status of Contract activities with the Purchaser Project Manager, Contracting Officer, or Technical Lead project team.
- 2.1.9 The Contractor Project Manager shall assist the Purchaser’s Project Manager in assessing of cost, schedule, and performance trade-offs within the scope of this Contract.

2.2 Project Management Plan

- 2.2.1 The Contractor shall prepare a Project Management Plan (PMP) that describes how the Contractor will implement the totality of the project, including details of the project control that will be applied.
- 2.2.2 The Contractor shall define in this plan details of the liaison between the Purchaser, the Contractor, and any sub-contractors.
- 2.2.3 The Contractor's PMP shall cover all aspects of project implementation including management provisions, facilities, schedules, personnel assignments, external relationships and project control.
- 2.2.4 The PMP shall be sufficiently detailed to ensure that the Purchaser is able to assess the Contractor plans with insight into the Contractor's plans, capabilities, and ability to satisfactorily implement the entire project in conformance with the requirements as specified in this SOW.
- 2.2.5 The Contractor shall ensure that the PMP remains current throughout the duration of the Project to reflect the actual state of the Contractor's organisation and efforts.

2.3 Project Milestones

- 2.3.1 The following milestones are foreseen as minimum in the implementation of this project:
 - 2.3.1.1 **Export License (EL)** – After the Contract Award, the Contractor should submit the request for an export license in accordance with National legislation. The application for such license shall be submitted without undue delay following the signing of this Contract and the receipt of the End User Certificate (EUC).
 - 2.3.1.2 **Kick-Off Meeting (KOM)** – the Contractor shall organise a KOM with the NCI Agency stakeholders, to kick the activity off, clarify scope and approach for the conduct of the work, not later than 14 days after contract award.
 - 2.3.1.3 **Site Survey** - The Contractor shall perform a Site Survey for all designated sites and plan activities to install the CUAS capability at the designated sites. Each Site installation will be validated for the availability to the users at their locations.
 - 2.3.1.4 **Critical Design Review (CDR)** – The Contractor shall organise critical design meetings for each system included under the scope of this project where the detailed design is examined to ensure it meets all specified requirements and is viable for production. The CDR aims to identify and resolve any potential issues or risks, confirm that the design is ready to proceed to the next phase.
 - 2.3.1.5 **Factory Acceptance Test (FAT)** – The Contractor shall develop tests to demonstrate that the CUAS system capabilities meet the specifications of the SOW and are *ready for operational* use and all supporting activities (e.g. software updates, vehicle periodic maintenance) for operation have been successfully performed. These tests shall be used to perform acceptance of the systems.

- 2.3.1.6 **Site Acceptance Test (SAT)** - The Contractor shall develop tests to demonstrate that the CUAS capabilities for each individual site meet the specifications of the System Requirements Specification (SRS) and the Statement of Work (SOW), and is ready for operational use, and all supporting capabilities (e.g. detection range, takeover range) for operation have been successfully tested. In addition, end-user workflows shall be identified and documented together with the end-user and the contract delivery team. The additional end-user workflows are to be developed before SAT and tested during SAT. These tests shall be used to verify Site Activation.
- 2.3.1.7 **Training** - The Contractor shall develop training packages and training courses to be delivered to the sites as stated in the section 5.12 Training below. – to be accomplished 4 weeks before SAT.
- 2.3.1.8 **Provisional System Acceptance (PSA)** – Following the delivery of the CUAS capability at all deployment locations and the SAT, the CUAS capability will be evaluated and test results analysed. The Contractor shall implement the required corrections for the Preliminary System Acceptance (PSA).
- 2.3.1.9 **Final System Acceptance (FSA)** – the Purchaser acknowledges in writing, after warranty period, that the Contractor has successfully delivered the authorised scope as per the contract.
- 2.3.2 Project Management meetings shall be conducted online every second week, from KOM to FSA. The Contractor shall host these online meetings (e.g. Teams, Webex) and send the invitation to the Purchaser team. The meeting invite shall include:
- Purpose
 - Agenda, including:
 - Summary of contract activities during the preceding week, including the status of current and pending activities and the approval of the Minutes of the previous Meeting;
 - Progress of work and schedule status, highlighting any changes since the preceding report;
 - Status of action items
 - Description of any identified problems, anomalies and high-risk areas with proposed solutions and corrective actions;
 - Test(s) conducted and results;
 - List and status of Contractual Items submitted to Purchaser's acceptance;
 - List of participants
 - Date, hour, place, duration
- 2.3.3 The Contractor shall record Project meeting minutes for Purchaser review and send them within 3 working days after the meeting. The Project meeting minutes shall include:
- Presentations and documents
 - Time and date of the event
 - Participants

- Comments raised
- Decisions/actions taken

2.4 Testing, Verification Validation, and Security Accreditation

2.4.1 General

2.4.1.1 Testing, Verification and Validation will be done following standard NCIA procedures, and be aligned with the Operational Acceptance Criteria, so they can be demonstrated.

2.4.1.2 The testing will be focused on demonstrating the functionality, verification of documents and certificates, internal configurations, and activity reports. Testing shall be performed onsite with the end user, organized by the Contractor and overseen by NCIA representatives.

2.4.1.3 Discrepancies and findings identified during testing shall be reported for correction on spot or scheduled for fix and re-test to a later date.

2.4.2 Factory Acceptance Test (FAT)

2.4.2.1 The Contractor shall demonstrate that the CUAS equipment capabilities meet the requirements for the immediate capability as described in the System Requirements Specifications SRS-SOW (see Annex A).

2.4.2.2 The FAT shall be conducted by the Contractor and observed by the Purchaser. The Contractor shall allow the Purchaser to perform specific tests after demonstration of that test by the Contractor.

2.4.2.3 The FAT shall occur prior to each shipment, in an agreed location. The Contractor shall ensure that a minimum of 6 observers can be allowed on site (3 Purchaser, 3 User) for the entire FAT duration.

2.4.2.4 The FAT shall be conducted on the basis of tests descriptions, in accordance with Contractor's standard final inspection and production test procedure to check the deliveries for compliance with the contractually agreed specifications. The FAT procedures shall be provided by the Contractor 4 weeks prior to the execution and approved by the Purchaser before the execution of the tests. These tests shall be developed by the Contractor.

2.4.3 Site Acceptance Test (SAT)

2.4.3.1 The purpose of the Site Acceptance Test (SAT) is to demonstrate that the Product Baseline complies with the Functional Baseline and that CUAS capabilities meet the requirements of the System Requirements Specifications (SRS) and the Statement of Work (SOW).

2.4.3.2 The SAT shall be conducted by the Contractor and observed by the Purchaser. The Contractor shall allow the Purchaser to perform specific tests after demonstration of that test by the Contractor.

2.4.3.3 The SAT shall be conducted on the basis of tests scripts. These tests shall be developed by the Contractor. The test scripts shall be based on test data and description of test outcomes developed/produced by the Operational community (the final users) if available.

2.4.3.1 The Contractor shall develop test procedures to demonstrate that the software installed for an individual site is ready for operational use and all supporting capabilities (e.g., data migration, user management) for operation have been successfully performed. These tests shall be used to verify Site Activation.

2.4.3.2 The Contractor shall conduct Site Activation, the process shall follow a standard procedure developed by the Contractor and approved by the Purchaser prior to the commencement of installations. As a minimum, the tests shall demonstrate that all supplied equipment has been configured by the Contractor and are fully integrated within the existing site infrastructure.

2.4.4 **Physical Configuration Audit (PCA)**

2.4.4.1 The Contractor shall conduct jointly with the Purchaser, and document with site-specific reports, Physical Configuration Audit (PCA) events aimed to determine conformance of the as-installed configuration with its design documentation, and to verify the provided Product Baselines (PBL).

2.4.4.2 The Contractor shall formalize the recording and reporting of the established PBLs by providing a dedicated PCA Report (PCAR) for each of the sites in-scope.

2.4.4.3 The PCAR shall be provided in accordance with the content and format of the template provided by the Purchaser at the beginning of the Contract.

2.4.4.4 The PCA shall be conducted in compliance with the requirements set by the IEEE Std 15288.2TM-2014.

2.4.5 **Security Accreditation**

2.4.5.1 All the CUAS equipment connected to an operational network or Internet shall include appropriate security measures.

2.4.5.2 The Contractor shall coordinate with the Purchaser and NATO or national security accreditation authority during the KOM and Site survey to identify all applicable security requirements.

2.4.5.3 The Contractor shall provide a CIS description document for the NATO or national security accreditation authority presenting all security aspects of the system (e.g. ports hardening, data-loss prevention, boundary protection services).

2.4.5.4 A dedicated section of the FAT and SAT test plans shall validate the correct implementation of these measures, called Security Testing and Evaluation (ST&E) Plan.

2.4.6 **Provisional System Acceptance (PSA)**

2.4.6.1 Final System Acceptance occurs when the Purchaser has evaluated system delivery and has determined that it meets the requirements of this Contract.

2.4.6.2 The Contractor shall satisfy all the following Provisional System Acceptance (PSA) conditions:

2.4.6.2.1 All hardware and software deliverables and installation works (including documentation, test equipment, spares, licenses, etc.), for which the Contractor is responsible under the terms of the Contract have been supplied at each site and provisionally accepted by the Purchaser.

2.4.6.2.2 All the Technical Documentation and Training Materials deliverables have to be compliant to the requirements in the sections 5.11 and 5.12, and to be accepted by the Purchaser.

- 2.4.6.2.3 The Training courses have been delivered and accepted by the Purchaser in coordination with the User.
- 2.4.6.2.4 Site Acceptance Test (SAT) and including Security Testing and Evaluation (ST&E) are successfully completed,
- 2.4.6.2.5 Successful completion of the Site Installation and Activation.
- 2.4.6.2.6 The successful completion of the Physical Configuration Audit (PCA).

2.4.7 Final System Acceptance (FSA)

2.4.7.1 Final System Acceptance (FSA) is the act by which the Purchaser acknowledges in writing that the Contractor has successfully delivered the authorised scope as per the contract(s). The Purchaser acknowledges that the Contractor has:

- 2.4.7.1.1 Closed all observations and deficiencies noted during both the PSA and the Warranty period of twelve (12) months;
- 2.4.7.1.2 Completed all operational support activities required during warranty period;
- 2.4.7.2 The Contractor shall request FSA in writing to the Purchaser and propose a date to conduct the FSA Review (FSAR) meeting.
- 2.4.7.3 The Contractor shall develop and deliver a FSA Report, which shall confirm closure of all tasks and activities under this contract and correction of previously identified deficiencies and observations.
- 2.4.7.4 The Purchaser will declare Final System Acceptance to the Contractor upon the successful acceptance of the FSAR.

2.4.8 Testing documentation

2.4.8.1 **Test Plan.** The Contractor shall provide and maintain a Test Plan (TP) outlining the tests and supporting tasks to meet the requirements of this SOW and the SRS. The TP shall describe how the Contractor intends to meet the following objectives:

- 2.4.8.1.1 Verification that the design produces the required capability;
- 2.4.8.1.2 Compliance with the requirements of the SRS, including quality attributes and their test case coverage and with external system interfaces as defined in the ICDs, including any plug-ins/add-ins and glue code;
- 2.4.8.1.3 Operational readiness and suitability of all configurations;
- 2.4.8.1.4 Verification by the operational users that the system is usable and acceptable;
- 2.4.8.1.5 Verification that the system can be efficiently supported and maintained
- 2.4.8.1.6 Verification of Reliability, Availability, Maintainability (RAM) figures, via a maintainability demonstration;
- 2.4.8.1.7 System characterisation to establish the system's performance benchmarks;
- 2.4.8.1.8 Documentation;

2.4.8.2 **Test Report.** The Contractor shall record the results for each test called for in the test plan in a test report, using test results sheets incorporated in the relevant test procedure.

- 2.4.8.2.1 Where the Purchaser has witnessed the testing, the witness shall annotate each page of the test results. Such annotation shall only confirm the accuracy of the test results and shall not be considered as an acceptance of the testing.
- 2.4.8.2.2 Any failure to complete a test successfully shall be recorded by the Contractor, logged as a Deficiency Report, and noted in the test report.
- 2.4.8.2.3 The report shall be distributed to the Purchaser for acceptance within two weeks after the completion of the test, unless specified differently in the Work Package.

3 PROJECT SCHEDULE FOR DELIVERIES

- 3.1 The Contractor shall deliver all required capabilities and services as specified in this SOW including Annex A in the quantities and location specified in the Purchase Orders (PO) for each individual delivery.
- 3.2 In all cases, the Contractor shall meet the following schedule for the system delivery, EDC being based on the issuance of each individual PO for system delivery:

Milestone	Not-to-exceed date
CDR	EDC + 3m
FAT	EDC + 6m
PSA	EDC + 12m

4 TECHNICAL REQUIREMENTS

- 4.1 The technical requirements of the system to be provided are described in Annex A to this SOW.

5 INTEGRATED PRODUCT SUPPORT

5.1 General

- 5.1.1 This Section describes the Integrated Product Support (IPS) requirements of the project.
- 5.1.2 The Contractor's internal Life Cycle Management (LCM) process and system shall comply with STANAG 4728 "System Life Cycle Management (SLCM)".
- 5.1.3 More details related to the Integrated Product Support (IPS) of this project, covering the through-life supportability aspects could be consulted in the Appendix A.
- 5.1.4 The LSA and Supply Support Analysis shall be performed in accordance with Agency Instructions will be provided by Purchaser at KOM.

5.2 Logistic Support Analysis and Supply Support

- 5.2.1 The Contractor shall provide, based on the Maintenance and Support concept in the Appendix A, the IPS Case Report giving evidence of:
- 5.2.1.1 The Product Baseline (PBL) of system in accordance with STANAG 4427 and ACMP-2000.
- 5.2.1.2 *The Reliability, Availability, Maintainability & Testability (RAM-T) analysis of the entire system, providing a Reliability Maintainability & Testability (RM&T) Report (including a Product Breakdown spreadsheet) till Line Replaceable Unit (LRU)/Maintenance Significant Item (MSI) level, giving evidence of Reliability data (Failure rate (fpmh), MTBF (h), MTBCF(h), Critical item (Y/N), Source data (Calculated / Predicted / Estimated / Contractor evidence / datasheet)) and Maintainability: data (MTTR (h), MTBPM (h), Mpt (h)); The R&M*

Report shall demonstrate Reliability and Maintainability requirements in accordance with Annex A – System Requirements Specifications.

5.2.1.3 *The LSAR shall include Operation and Maintenance Task Analysis (OMTA) and preventive Maintenance Plan* encompassing troubleshooting, where applicable, periodicities, and required resources, including skills/trades, tools, and materials, in accordance with Annex A – System Requirements Specifications.

5.2.2 The Contractor shall provide one .xls spreadsheet as Recommended Provisioning List (RPL) including spares, consumables, tools and test equipment part calculus model that shall detail the rationale and justifications based on failure dependencies, in accordance with IEC 62550:2017 or equivalent. The spares analysis shall be dimensioned considering that, in accordance with Annex A – System Requirements Specifications, the spare parts will be stocked (this contract will not deliver any spare parts and will only estimate the spare parts needs for the follow-up maintenance contract after the extended warranty will end):

5.2.2.1 On-site: Spare parts sizing to be performed for a 30 days closed doors operations, for Level Maintenances HL/SL 1 and 2 Line Replaceable Units (LRU) and tools, with a Probability of No Shortage Stock (PNSS) shall be 95% for mission critical items and 80% for non-mission-critical items (i.a.w. RAM analysis and RBD).

5.2.2.2 One warehouse to refill the onsite spares; the spare parts sizing shall be performed in accordance with the following criteria:

5.2.2.2.1 Logistic Horizon: one year of operation;

5.2.2.2.2 Annual Operative Requirement (AOR): 8760 hours (duty cycle 100% per year);

5.2.2.2.3 Turn-Around Times (TATs) not higher than twenty-two (22) business days (1 solar month) for repairable items shall be formalized in the RIL;

5.2.2.2.4 Production Lead Times (PLT) for non-repairable items shall be formalized in the RIL;

5.2.2.2.5 The items shall be Line Replaceable Units (LRU) and tools necessary to accomplish up to Intermediate Level Maintenances HL/SL 3;

5.2.2.2.6 **The Probability of No Shortage Stock (PNSS) shall be 95% for mission critical items** and 80% for non-mission-critical items (i.a.w. RAM analysis and RBD).

5.3 Management and Control of Logistic Movements:

5.3.1 All items shall be Delivered Duty Paid (DDP, INCOTERMS 2020) to the deployment locations (see paragraph 5.8.2 for full address). The Contractor shall be responsible for

all charges relating to storage, damage and ancillary costs in the transporting all the items and supplies. Any shipment loss shall be responsibility of the Contractor.

5.3.2 During the warranty period, repaired/exchanged goods shall be delivered directly to their original sites unless otherwise instructed by the Purchaser, at the Contractor's expense.

5.4 Transportation

5.4.1 Until completion of the warranty period, all supplies covered under this Contract shall be transported to and from all destination addresses at the expense of the Contractor.

5.4.2 The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to Acceptance.

5.4.3 The Purchaser will not accept responsibility and/or ownership of the equipment before successful inspection and acceptance is complete. The inspection shall be performed directly after handover from the forwarder with Contractor's support.

5.4.4 All shipments shall be executed in close co-ordination with the Purchaser's PoC for logistics and the Purchaser's PoC for delivery acceptance at final destination indicated in section 5.9.

5.4.5 The Contractor shall coordinate with the Purchaser PoC for the access the site where equipment will be delivered.

5.5 Preservation, Packaging and Packing

5.5.1 The Contractor shall, for the purpose of transportation, package, crate or otherwise prepare the various deliverables in accordance with the best commercial practices for the types of deliverables involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.

5.5.2 The Contractor shall establish the packing lists in such a way to permit easy identification. These packing lists shall accompany the shipment. Each individual container/box from a consignment shall have a packing list in a weatherproof envelope attached to the outside of each container/box detailing its contents. A second copy of the list is required inside each container/box.

5.5.3 The packing list shall include the following information as a minimum:

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

5.6 Labelling and Marking

- 5.6.1 Labelling and marking shall be compliant with STANAG 4281 “NATO Standard Marking for Shipment and Storage” unless specified differently in the requirements of this Contract.
- 5.6.2 The Contractor shall produce labels and label all items furnished under the Contract with the true manufacturer's name (CAGE code), part number and serial number to ensure proper and quick identification of delivered items.

5.7 CUSTOMS FORMS 302

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

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Items Description, Quantity and Manufacturer Part Number
4	Destination
5	Number of packages/containers, dimensions and gross weight
6	Consignor's and Consignee's name and address
7	Mode of shipment, e.g., road, air sea, etc.
8	Date of shipment
9	Number of the Form 302 used (if required)

- 5.7.3 The Contractor is to ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilized to avoid the payment of Customs Duties. Form 302 must be added to the shipment documents to be provided to the carrier.
- 5.7.4 Following receipt of the request by the Purchaser, normally ten (10) working days are required for the issue of the form.
- 5.7.5 These forms shall be originals and must be mailed or delivered by mail/express courier.
- 5.7.6 If an express courier has to be used by the Purchaser to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.
- 5.7.7 If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available

and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.

- 5.7.8 Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.
- 5.7.9 The carrier shall be fully conversant with the application and use of Custom Form 302.
- 5.7.10 The Contractor shall add the Custom Form 302 to the shipping documentation.
- 5.7.11 It shall be noted that documents have to be originals which need to be available for the goods to cross Customs.

5.8 Notice of Shipment

- 5.8.1 One (1) week prior to the delivery of any shipment of supplies, the Contractor shall provide Notice of Shipment to the Purchaser's IPS Office and to such other persons as are designated, in accordance with the instruction of the Purchaser. This notice shall be provided electronically and shall include the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Items Description, Quantity and Manufacturer Part Number
4	Destination
5	Number of packages/containers, dimensions and gross weight
6	Consignor's and Consignee's name and address
7	Mode of shipment, e.g., road, air sea, etc.
8	Date of shipment
9	Number of the Form 302 used (if required)

- 5.8.2 The NCI Agency IPS Officer is:

Mr. Luigi Costanzo (NCIA The Hague)/IPS Office
Email: luigi.costanzo@ncia.nato.int
Phone: +31703748485

5.9 On-site Delivery

- 5.9.1 Delivery, unless otherwise specified, the equipment shall be shipped to the locations will be indicated in the Task Order.
- 5.9.2 The NCI Agency IPS Officer (see paragraph 5.8.2) shall be notified of all impending deliveries prior to their shipment.
- 5.9.3 The Contractor:
- 5.9.3.1 Shall acknowledge that no liability of received goods exist for the Purchaser until acceptance of the deliverable.
- 5.9.3.2 Shall expect that Purchaser designated site personnel will be able to carry out a visual inspection of the received items in order to identify any external indications of damage. This will allow the Contractor to initiate a claim for damage to package content to the shipping insurance.

5.10 System Inventory

5.10.1 The Contractor shall provide NCI Agency IPS Officer (see paragraph 5.8.2) a spreadsheet in the format provided by the Purchaser that will identify all deliverables (including hardware, software and documentation), The inventory/ Material Data Sheet (MDS) shall include all items delivered and shall comprise the following categories:

5.10.1.1 Hardware, including main equipment, spare parts and installation material.

5.10.1.2 Documentation, including COTS provider documentation and technical publications.

5.10.1.3 Software disks including COTS related software and developmental software (where applicable).

5.10.2 An advance copy of the inventory/ MDS shall be sent to the Agency IPS Office two (2) weeks before shipment.

5.10.3 The Contractor may request an electronic version of the inventory/ MDS template to be provided by the Purchaser.

5.10.4 The Contractor shall provide, as per Table below, the full and complete Inventory/Material Data Sheet (MDS) of all items and documents. It shall contain the following information.

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

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

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

5.11 Technical Documentation

5.11.1 The Contractor shall provide User and Operational Manuals (U&OM) [including Deployment Instructions] and Maintenance Manuals (MM) that shall constitute the system technical publications. The format of Technical Manuals (i.e. docx, .md, .xlm etc.) will be specified in the Task Order.

5.11.2 The U&OM and MM shall include:

5.11.2.1 relevant information/instruction for COTS, Contractor customised items, modified items and fully developed items;

- 5.11.2.2 all relevant operational and maintenance tasks, related to hardware and software, up to 3ML lined up with LSAR (ref. 5.2.1.3) including troubleshooting information;
- 5.11.2.3 a summary table, for each operational and technical procedure, specifying: maintenance level, personnel specialization, number of technicians required, estimated maintenance duration, tools and Line Replaceable Units (LRUs) (hardware or software), and expendable items to be used in the activity..
- 5.11.3 The Contractor shall provide and integrate into the relevant technical publication the Original Equipment Manufacturer (OEM) Technical Manuals for each Commercial off the Shelf (COTS) hardware and software component employed in the construction of the system, equipment and test equipment assuring that they:
- 5.11.3.1 Provide detailed specifications, functional and performance description, interfaces to external systems, descriptions of all indicators, switches, switch positions and displays, installation and operating instructions, corrective and preventive maintenance instructions, fault isolation and fault finding techniques, support equipment/tools description;
- 5.11.3.2 Provide detailed information necessary to disassemble and assemble the units down to the lowest Line Replaceable Unit (LRU);
- 5.11.3.3 Provide the necessary drawings/schematics, specifications, wiring diagrams, etc., to allow the operators to troubleshoot, and fully understand, the design and operation of the particular equipment;
- 5.11.3.4 Supplement but do not substitute User Manuals and/or Maintenance Manuals and thus be expected to be referenced in the latter as a way of providing specific details on a particular piece of equipment;
- 5.11.3.5 Are amended by preparation of supplemental data to make them fully acceptable for Purchaser use.
- 5.11.4 All documentation shall be in the English language, and be provided in hardcopy and softcopy.

5.12 Training

- 5.12.1 The training shall be done in sessions with no more than 10 people each and (optional) 3 (three) observers from NCIA.
- 5.12.2 The training session framework shall be organized by role and support and maintenance level in accordance with General Concept of Maintenance and Support (ref. Appendix A), and shall be lined up with LSAR (ref. 5.2.1.3) and Technical Manuals (ref. 5.11).
- 5.12.3 The Contractor shall provide Training Materials for operators, maintainers and instructors and shall execute Training Course for instructors.
- 5.12.4 The training and the training documentation shall be delivered in English. If necessary, the End User will provide a translator from English to other desired language.
- 5.12.5 The equipment and site used by the Contractor for Training Courses shall be restored to its initial state at the end of the training at no cost to Purchaser nor the End User.
- 5.12.6 The Contractor shall prepare and provide all materials that will be used for the training. All documentation and training material delivered shall include an electronic editable version. The training material shall be available in a Purchaser approved version and formatting before the start of the training course(s).
- 5.12.7 The Contractor shall organise or develop and issue course material to ensure that each course provides all students / instructors with:
- 5.12.7.1 Slides to support the course;

- 5.12.7.2 A Training Certificate, upon completion of the course; and
- 5.12.7.3 A course evaluation feedback form.
- 5.12.8 The training for the trainer package to deliver training for military personnel shall be aimed at equipment operators and 1st and 2nd level maintenance technicians; the purpose of this "train-the-trainers" package shall be to:
 - 5.10.7.1. Demonstrate the erection, operation, dismantling, packaging, and maintenance (1st and 2nd level) for Purchaser personnel;
 - 5.10.7.2. Review all applicable safety procedures;
 - 5.10.7.3. The training package must cater for both learning to operate and maintain the equipment and for teaching others to operate and maintain it. Training aids, syllabi, lesson plans, and performance verification material shall be developed for learning and for subsequently teaching the course material with the entire course materials made available to the students for their subsequent use.
 - 5.10.7.4. After training completion, for each participant at the end of the course, provision of a certificate, which indicates proficiency in the operation of the equipment

5.13 Warranty and Post-Warranty Support (For Buy alternative)

- 5.13.1 The warranty and post-warranty In-Service Support (ISS) is a Service Level Agreement (SLA) support evaluated using service KPIs; consequently, it is structured to transfer the operational risk to the Contractor in the event of system underperformance, with penalties to be applied as specified in Appendix B.1.
- 5.13.2 The Contractor shall cover all devices procured under this Contract (as stated in SSS) for the following periods:
 - 5.13.2.1 Warranty ISS of 1 year duration starting by PSA till FSA.
 - 5.13.2.2 Post-Warranty Operation and Maintenance (O&M) ISS of 3 years duration starting start by FSA.
- 5.13.3 The Contractor shall provide a ISS Guide document (In Service Support Plan) detailing processes, handling instructions, including help-desk or other Point of Contact information, to be contacted in case of a ISS claim for Purchaser approval at least 2 (two) months prior to the start of any deliveries. The Purchaser may contact the OEM's directly, but overall responsibility for the successful execution of the ISS shall belong to the Contractor. Therefore, Contractor shall have the support PoC's available within their organization for all the ISS requests regarding all types of hardware, software and workmanship provided under this Contract.
- 5.13.4 The Contractor shall provide the following In Service Support (ISS), in accordance with Appendix A and Table 1, to maintain the system to the required performance level, being responsible for the following ISS services:
 - 5.13.4.1 ML3 Maintenances activities Level 3 (ref. A.1):
 - 5.13.3.1.1. Hardware corrective/unscheduled and preventive/scheduled maintenance: repair and/or re-placement of all defective technical installations/equipment;
 - 5.13.3.1.2. Software corrective/unscheduled and preventive/scheduled maintenance: remediation/resolution of all bugs, flaws, etc. of all software installations, provided as part of this contract.
 - 5.13.3.1.3. Maintenance to be carried out at the Customer's site, prior to and following its deployment;

- 5.13.3.1.4. In the case of a failure could not be identified to an LRU level and/or could not be isolated within 3 business days (starting with the ISS claim) by End-User, even with on-call assistance from the Contractor, the Contractor shall dispatch a field engineer to provide a solution on-site.
- 5.13.4.2 All HW and SW corrective/unscheduled and preventive/scheduled maintenance HL/SL 3 that will be the Contractor’s responsibility, shall be conducted in the most suitable geographical location for the optimisation and cost-effectiveness of its implementation.
- 5.13.4.2.1 Install and/or integrate Original Equipment Manufacturer (OEM) software application and operating system updates to be carried out at the Customer’s site only.
- 5.13.4.2.2 The support shall include cost of parts, travel and per diem and shall not attract extra cost to the Purchaser. This support shall be available to the location stated in the SSS.
- 5.13.4.3 ML4 Repair: collection from, repair and return of defective and/or failed equipment to Customer’s site with maximum Turn Around Time (TAT) thirty (30) calendar days. This shall include in-processing, troubleshooting, repair, check-out and shipment until delivery to the Customer’s site;
- 5.13.4.4 ML4 Replacement: to replace no-repairable (or not anymore repairable) LRUs with maximum Lead Time of forty-five (45) calendar days.

Table 1 – RACI Matrix ¹of the Level of Support and Maintenance for Warranty and Post-Warranty O&M ISS

Level of Support & Maintenance	Purchaser	End User	Contractor
LoS1/ML1	I – Informed	A – Accountable	C – Consulted (for advice)
LoS2/ML2	I – Informed	1) A – Accountable 2) R – Responsible (triggers support as per 5.13.3.1.4)	1) C – Consulted (for advice) 2) A – Accountable (resolves failure as per 5.13.3.1.4)
LoS3/ML3	I – Informed	R – Responsible (triggers support)	A – Accountable (resolves failure)
LoS3/ML4	I – Informed	R – Responsible (triggers support)	A – Accountable (repair/replace items with Industry/OEM)

5.13.5 The Contractor shall warrant that all equipment after successful completion of PSA, software, documents, system design, production and implementation provided under this Contract and all installation work performed under this Contract conform to the requirements and is free of any defect in material, code or workmanship and that all hardware (equipment) and software delivered under the Contract are genuine and free of any malicious components- software updates.

5.13.6 The Contractor shall provide a Service Desk system to the End User, enabling the initiation of trouble tickets in the event of system failures or malfunctions. The Service

¹ **Responsible (R):** The person or people who perform the actual task to complete it.
Accountable (A): The single person who owns the task and has the final sign-off authority, ensuring the work is completed.
Consulted (C): Stakeholders who need to provide input or expert advice before the work can proceed.
Informed (I): Stakeholders who need to be kept up-to-date on progress, but are not directly involved in the task's execution.

Desk shall also be capable of assessing and reporting the service KPI's achieved during operational activities.

- 5.13.7 The Contractor shall update libraries related to drones no later than 3 months after new drones have been identified as possible threats in the area of operation. A manual process will be recommended to the End User for the period until the new threats are added to the library to support the operators.
- 5.13.8 The Contractor shall be responsible for establishing an adequate supply chain security process and taking the necessary measures.
- 5.13.9 The Contractor shall provide shipment address for faulty equipment to the Purchaser's delivery POC (specified in paragraph 5.9.1). The shipment of faulty equipment to the Contractor and of repaired or replaced equipment from the Contractor to the Purchaser's place of origin shall be at the expense of the Contractor.
- 5.13.10 The Contractor shall be aware that, due to NATO security constraints, all failed hard disks/ drives and memory can only be repaired or replaced on-site and cannot be removed and/ or returned to the Contractor for repair/ exchange. Failed hard disks/ drives and memory will be destroyed on-site by the Purchaser. Failed hard disks/ drives and memory shall therefore be replaced by the Contractor, at no extra cost to the Purchaser. The Contractor shall cascade this requirement to their suppliers to ensure that during ISS execution all parties involved are sufficiently informed.
- 5.13.11 The Contractor shall further be responsible for systems configuration of the deployed system and for the provision of any alternatives or superseding items should the original part be no longer available during the ISS period, ensuring form, fit and functional requirements. The Contractor shall propose such items for Purchaser approval to ensure the quality standards and only upon approval they shall provide the alternatives.

5.14 Operational Level Agreement (For Lease alternative)

- 5.14.1 The Purchaser will reserve the possibility to require the CUAS capabilities (as per Annex A) as a service provided by the Contractor, while the User responsibility remains with NATO staff: Contractor Owned NATO Operated (CONO).
- 5.14.2 The Contractor shall provide the CUAS capabilities for a minimum period of four (4) years from the PSA date, as an Operational Level Agreement (OLA). This alternative, referred as "lease" in section 1, will be evaluated using "achieved availability" KPI; consequently, it is structured to transfer to the Contractor the acquisition and disposal risks of the equipment and the operational risks in the event of system underperformance, with penalties to be applied as specified in Appendix B.2.
- 5.14.3 The Contractor shall demonstrate that the solution adopted is able to meet the technical requirements of CUAS capability in section 4, in accordance with Milestones indicated in the section 2 and 3 of this document.
- 5.14.4 The Contractor shall provide Maintenance and Support activities to the CUAS capabilities to keep an operational activity of more than 90% under normal deployment conditions, as described in SRS Annex A. These activities shall be performed in accordance with Appendix A and Table 2, as following summarized:
 - 5.14.4.1 The Contractor shall provide the Field Support maintenance activities with own personnel starting by second Level of Maintenance (ML2) in accordance with Appendix A and Table 2.
 - 5.14.4.2 The Contractor shall provide the Material Management activities (ML4), that is repair and replacement of failed Line Replaceable Units (LRUs). Spare Parts necessary to increase the promptness of remove and replace activities, and therefore of the system operational availability, shall be in charge to the Contractor.

5.14.4.3 The Contractor shall provide appropriate training to enable End User personnel to operate the capability and to assist the Contractor’s personnel with troubleshooting and first-level maintenance (ML1), as required.

5.14.4.4 The Contractor shall provide a Service Desk system to the End User, enabling the initiation of trouble tickets in the event of system failures or malfunctions. The Service Desk shall also be capable of assessing and reporting the system’s achieved availability during operational activities.

Table 2 – RACI Matrix of the Level of Support and Maintenance

Level of Support & Maintenance	Purchaser	End User	Contractor
LoS1/ML1	I – Informed	A – Accountable	C – Consulted (for advice)
LoS2/ML2	I – Informed	R – Responsible (triggers support)	A – Accountable (resolves failure)
LoS3/ML3	I – Informed	R – Responsible (triggers support)	A – Accountable (resolves failure)
LoS3/ML4	I – Informed	R – Responsible (triggers support)	A – Accountable (repair/replace items with Industry/OEM)

5.14.4.5 During the OLA period the Contractor shall perform comprehensive SW support activities. These activities shall include:

5.14.4.5.1 Resolution of software bugs (Bug-fixing);

5.14.4.5.2 Correction of minor software errors through the release of software patches (SW patch release);

5.14.4.5.3 Implementation of software updates (SW Updates).

5.14.4.6 During the OLA period the Contractor shall support proactively the CUAS capabilities in case of obsolescence, avoiding disruption in continuity of operations.

5.14.5 The Contractor shall extend the duration of OLA if the provided capability becomes unserviceable for a period, within the execution of the contract due to Contractor induced failures. This is not valid in case of force majeure or improper usage of the systems.

5.14.6 Failures due to improper usage of the system and battle damages will be in charge to the Purchaser.

5.14.7 At the end of the OLA period:

5.14.7.1 The Purchaser reserves the right to extend the contract on a yearly basis under the same terms and conditions.

5.14.7.2 In the event that the Contract is not extended, the Contractor shall be responsible for the uninstallation and disposal of the systems, including all related costs and activities, in accordance with applicable regulations and Purchaser instructions.

6 QUALITY ASSURANCE

- 6.1.** The Contractor shall provide evidence that the QA/QC organization in his company has sufficient inherent authority and visibility in the overall corporate structure to properly execute the QA Management of a project of this size.
- 6.2.** The Bidder shall have addressed the QA/QC he intends to apply to this project and shall describe the Bidder's internal process for the quality review of the deliverables before their release to the Purchaser.
- 6.3.** The Contractor shall ensure that the goods meet the following level of quality:
 - 6.3.1.** All delivered supplies are compliant with the approved technical specifications;
 - 6.3.2.** All delivered supplies are of the requested type and quantity;
 - 6.3.3.** All delivered goods are not damaged or defective.
- 6.4** The Contractor shall undertake quality control of each batch of equipment prior to shipment and present the report of the checks in a written form together with the shipment of goods.

7 SUPPLY CHAIN SECURITY

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

Appendix A MAINTENANCE AND SUPPORT CONCEPTS

A.1 Maintenance Concept and Levels

- [APD-1] A Maintenance Concept is a definition of the maintenance objectives, line of maintenance, indenture levels, maintenance levels, maintenance support and their interrelationships.
- [APD-2] A Maintenance Concept is applied for both HardWare (HW) and SoftWare (SW) and produces maintenance tasks that will be performed on site, at civil or military maintenance facilities, at industry (Original Equipment Manufacturer, Contractor) maintenance facilities.
- [APD-3] The Maintenance Concept identifies who-does-what-at-what-level in accordance with the maintenance levels and definitions defined below.
- [APD-4] The Maintenance Concept defines maintenance processes and services during the warranty period.
- [APD-5] It is expected that only preventive maintenance ML1 and corrective maintenance ML2 will be performed by the personnel of the End User with remote support from Contractor. In case of major failure, the failed part of the system will be sent to Contractor for repair. In specific cases Contractor may evaluate situation and may send the specialist to the site for onsite repair especially when it is economically feasible.
- [APD-6] A Maintenance Level (ML) is the position in an organization where specified levels of maintenance are to be carried out.
- [APD-7] There are four ML, characterised as follow:
- a. ML1: maintenance tasks performed at the operating location by personnel with limited maintenance skills and without the need of special tools. ML1 is characterised by:
 - b. Typology: without the need to remove the item from its existing installations on the Product;
 - c. Accessibility: easy (e.g.: general visual inspection for hardware, launch of common routines or macros for software);
 - d. Location: operating location (e.g. on-site, deployed location, on-ship);
 - e. Tools: common hand tools and/or common test equipment;
 - f. Facility: nil.
 - g. ML2: maintenance tasks performed at the operating locations by maintainers that may use special tools. ML2 is characterised by:
 - h. Typology: it may be necessary to remove the item from its existing installation on the Product;
 - i. Accessibility: may be difficult (e.g.: rear access or tight plug and unplug for hardware, backup and restore for software);
 - j. Location: operating location (e.g. on-site, deployed location, on-ship);
 - k. Tools: common hand tools, common support equipment, and/or peculiar support equipment;
 - l. Facility: nil

- m. ML3: maintenance tasks performed at NATO maintenance shops. ML3 is characterised by:
- n. Typology: it is necessary to remove an item from its existing installation on the Product;
- o. Accessibility: item dismantled from its existing installation on the Product and available for any kind of manipulation;
- p. Location: NATO maintenance location that may be either located or not located in proximity of the operating location;
- q. Tools: as required by the NATO maintenance location;
- r. Facility: specialised repair shop, software reference systems, etc.
- s. ML4: maintenance tasks performed at Industry maintenance shops. ML4 is characterised by:
- t. Typology: it is necessary to remove an item from its existing installation on the Product;
- u. Accessibility: item dismantled from its existing installation on the Product and available for any kind of manipulation;
- v. Location: Contractor/OEM maintenance location located at Industry premises;
- w. Tools: as required by the Contractor/OEM maintenance location;
- x. Facility: repair centre, software development laboratory, etc.
- y. While performing the Maintenance Task Analysis (MTA), each maintenance task shall be analysed to determine the ML at which the task shall be performed.

A.2 Hardware Maintenance Tasks and Levels

[APD-8] The hardware maintenance is

- a. Corrective:
- b. Deferred: maintenance carried out to perform a Remove & Replace action of a faulty item not affecting system operation. It is done in a time slot that does not further impact the Operational Availability (e.g. during a scheduled maintenance downtime period) or on “live” equipment if this is possible (e.g. when active redundancy or hot stand-by are implemented).
- c. Run-to-failure: maintenance carried out to perform a Remove & Replace action of a faulty item affecting system operation (critical failure). The action is done as soon as all the resources (skills, tools and spares) are available to minimise the System downtime.
- d. Preventative:
- e. On-condition: maintenance carried out to mitigate degradation and reduce the probability of failure after analysis of system conditions through defined indicators assessed on a periodic basis.
- f. Scheduled (planned): maintenance carried out on a periodic basis (time-related or number-of-occurrences-related).

[APD-9] The hardware maintenance is classified in four levels generally known as HL1, HL2, HL3 and HL4.

A.2.1 HARDWARE ORGANIZATIONAL MAINTENANCE (LEVEL 1): HL1

[APD-10] HL1 is hardware maintenance carried out:

- a. On-site;
- b. By relatively low technical skill level personnel performing preventive maintenance, and replacing LRUs and IIs on the basis of diagnostic outputs;
- c. Using Built-In Test (BIT) systems for start-up and on-line diagnostics, by referring to main equipment Technical Manuals (TM);
- d. No Special Tools and Test Equipment (TTE) are envisioned to be used;
- e. Typical tasks will include visual inspection, preventative maintenance tasks, manual reconfiguration if necessary, external adjustments, removal and replacement of LRUs/Insurance Items (IIs);
- f. Includes system failure recovery by the application of simple on-line diagnostics or technician initiated restart of the system and the use of off-line diagnostics which do not require external test module support;
- g. By generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.

A.2.2 HARDWARE ORGANIZATIONAL MAINTENANCE (LEVEL 2): HL2

[APD-11] HL2 is hardware maintenance carried out:

- a. On-site;
- b. By higher technical skill level personnel performing preventive maintenance and replacing LRUs and IIs on the basis of diagnostic outputs;
- c. Using BIT systems for start-up and on-line diagnostics, simple TTE (standard and special-to-type) in addition to BIT as a means for on-line and off-line diagnostics, and by referring to main equipment TMs to perform exhaustive fault isolation;
- d. Simple either commercial or special-to-type TTE are envisioned to be used (e.g.: screwdrivers, multi-meters, oscilloscope, adapters, peculiar support equipment);
- e. Where the fault is beyond the capabilities of HL1 technical support, HL2 activities will be performed by Support Site personnel (through on-site intervention);
- f. Where remote fault management is not feasible, technicians from the host site will travel to the remote site hand carrying relevant spares to perform maintenance tasks;
- g. By generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.

A.2.3 HARDWARE INTERMEDIATE MAINTENANCE (LEVEL 3): HL3

[APD-12] HL3 is hardware maintenance carried out:

- a. At maintenance facilities and through technical support and assistance or on-site intervention/work by maintenance personnel with skills enabling tasks to be accomplished within the relevant technologies;
- b. By higher technical skill level personnel performing:

- c. Repairing, testing and calibrating LRU, Shop Replaceable Units (SRU) and Secondary Spare Parts (SSP);
- d. On-site investigations and major scheduled servicing/overhaul, detailed inspection, major equipment repair, major equipment modification, complicated adjustments, system/equipment testing;
- e. Failure trend analysis including reporting to relevant Purchaser authorities and Post Design Services (PDS);
- f. Repair tasks will be performed using Automatic Test Equipment (ATE), general purpose and special-to-type TTE, calibration equipment, any applicable support software, and the necessary equipment TMs and a Technical Data Package (TDP);
- g. Where the fault is beyond the capabilities of HL1/2 technical support, HL3 activities will be performed by support site personnel (through on-site intervention) or by the Contractor, depending on the maintenance concept;
- h. It includes generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.

A.2.4 HARDWARE DEPOT MAINTENANCE (LEVEL 4): HL4

[APD-13] HL4 is hardware maintenance carried out:

- a. At maintenance facilities (industry or military, original equipment manufacturers) and through technical support and assistance or on-site intervention/work by maintenance personnel with skills enabling tasks to be accomplished within the relevant technologies;
- b. Where the fault is beyond the capabilities of HL1-3 technical support, HL4 activities will be performed by the Contractor;
- c. It includes generation of equipment failure reports, supply requisitions and other pertinent maintenance and supply records.

A.3 Software Maintenance Tasks and Levels

[APD-14] The software maintenance is a task for the purposes of software fault removal, adaptation to a new environment, or improvement of performance.

[APD-15] The software maintenance for the purposes of software fault removal can be:

- a. Corrective/Unscheduled - it refers to tasks necessitated by actual errors in a software product. If the software product does not meet its requirements, corrective maintenance is performed. It is a Reactive modification of a software product performed after a new version is made available (patch/update) to correct the discovered problem(s). This activity is linked to Configuration Management, change management (contractor initiated Engineering Change Proposals - ECP), new SW release(s) and Product baseline (PBL) change.
- b. Preventative/Scheduled – it refers to tasks necessitated for detecting potential errors in a software product or anticipate and avoid potential failures (daily checks, DBs clean up/integrity checks, cache cleaning, rebooting/restarting etc.). The task can lead, if latent failures are discovered, to a modification of a software product after delivery to detect and correct latent faults in the software product before they become effective faults (leading to a deferred corrective action).

- [APD-16] The software maintenance for the purposes of adaptation to a new environment, or improvement of performance is a software change that enhances the software product. These changes are those that were not in the original design specifications or in the originally released software and are subject to purchaser initiated ECP:
- a. Adaptive maintenance: software maintenance for the purposes of adaptation to a new environment (e.g.: a new environment could be a new type of hardware or a new operating system on which the software is to be run). Adaptive refers to a change necessary to accommodate a changing environment. Adaptive changes include changes to implement new system interface requirements, new system requirements, or new hardware requirements. This is a modification of a software product performed after delivery to keep a software product usable in a changed or changing environment.
 - b. Perfective maintenance: software maintenance performed to improve the performance, maintainability, or other attributes of a computer program (e.g.: maintenance that adds new required functions is often referred to as enhancement). Perfective refers to a change that improves the software product's performance. A perfective change might entail providing new functionality improvements for users or reverse engineering to create maintenance documentation that did not exist previously or to change existing documentation. This is a modification of a software product after delivery to improve performance or maintainability.
- [APD-17] The software maintenance is classified in four levels generally known as SL1, SL2 SL3 and SL4.

A.3.1 SOFTWARE ORGANIZATIONAL MAINTENANCE (LEVEL 1): SL1

- [APD-18] Software Organizational Maintenance (SL1) is software maintenance carried out with the same characteristics highlighted for HL1. SL1 are those functions/tasks in support of the on-site software that are within the capabilities of site maintenance personnel. This includes software failure recovery by the application of simple diagnostics, or site maintenance personnel initiated restart.

A.3.2 SOFTWARE ORGANIZATIONAL MAINTENANCE (LEVEL 2): SL2

- [APD-19] Software Organizational Maintenance (SL2) is software maintenance carried out with the same characteristics highlighted for HL2. E.g.: software settings, simple software customizations (per site/instance), software reloading/installation with automated or detailed procedures reported in the TMs, execution of scripts, and management of users/profiles. SL2 are those functions/tasks in support of the on-site software that are within the capabilities of a System Administrator.

A.3.3 SOFTWARE INTERMEDIATE MAINTENANCE (LEVEL 3): SL3

- [APD-20] Software Intermediate Maintenance (SL3) is software maintenance carried out with the same characteristics highlighted for HL3. E.g.: software/firmware fine tuning (per site/instance), software/firmware bugs recording and reporting, software/firmware troubleshooting including Operating Systems. SL3 (on-site intervention) comprises those functions/tasks in support of the on-site software that require specialist intervention (software System architects, SW programmers, experienced Systems' Administrators, Network specialists). The tasks can be performed either by software personnel visiting the site or by remote diagnostics if enabled by the product.

A.3.4 SOFTWARE DEPOT MAINTENANCE (LEVEL 4): SL4

[APD-21] Software Depot Maintenance (SL4) is software maintenance carried out with the same characteristics highlighted for HL4. E.g. software/firmware debugging, re-coding and testing (both in simulated and emulated environments), software/firmware patches creation and deployment. The tasks can be performed by software engineers in properly configured environments (software development and testing facilities), under strict Configuration Control.

A.4 Support Concept and Support Levels

[APD-22] A Support Concept is a definition of the support objectives (scenarios) strictly related to the maintenance levels and the support availability in terms of personnel, skills, tools and facilities.

[APD-23] There are four support levels and a level zero performed by the operators that normally initiate the troubleshooting for the corrective maintenance.

A.4.1 FIRST LEVEL SUPPORT: ON-SITE, NON-SPECIALISED

[APD-24] The First Level of support consists of simple routine administration and activities. This level is user facing and is the first line of technical support. A single point of contact inside the NCI Agency central Service Desk is provided to customers for the implemented services. The Service Desk will log, categorise, prioritise, diagnose and resolve incidents within the boundaries of their training and permissions. The pertinent NCI Agency CIS Support Units (CSUs) carry out this level of support, in coordination with the NCI Agency Centralised Service Desk.

[APD-25] The 1st Level Support Process implements the Incident Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent.

[APD-26] As part of the Incident Management, the Service Desk receives the issue from the user, puts it into a standard format (Trouble Ticket, TT), performs an initial assessment and distributes it to the predefined actors to solve it.

A.4.2 SECOND LEVEL SUPPORT: CENTRALISED

[APD-27] The Second Level of support provides escalated technical support to incident investigation and diagnosis. This level delivers advanced expertise to process services related to centralised system operations, fault isolation, system administration, management of maintenance services, system configuration, including reconfiguration of data sources and data connectivity to restore operations, assistance to first level and on-site support. This level performs end-to-end service monitoring and takes actions to resolve the incident and recover the services impacted.

[APD-28] The 2nd Level Support Process implements the Problem Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent.

[APD-29] The Problem Management process receives the TT from the Service Desk and performs the following tasks:

- a. (Re-)evaluation of TT category, criticality and priority;
- b. Identification of the root cause of the issue (e.g. by issue replication testing);
- c. Identification of workarounds;

- d. Identification and initial planning of possible short, medium and long-term solutions (e.g. Workarounds, Patches, or new Baseline or CI Releases);
- e. Create Problem Analysis Report and Change Request (CR) incl. schedule of implementation, and synchronization with the Baseline Maintenance process;
- f. Presentation of the Problem Analysis Report and CR to the Change Control Board (CCB) for approval;
- g. Monitor and Control the approved CR during implementation;
- h. Trigger 3rd Level Support and/or 3rd Level Maintenance process to implement the CR;
- i. Perform the post- CR implementation review.

A.4.3 THIRD LEVEL SUPPORT: CENTRALISED

- [APD-30] It consists of central service management, central problem isolation and resolution, system-level maintenance, local repairs or spares provision, and management of deficiencies and warranty cases, beyond the capability of the second level support.
- [APD-31] The 3rd Level Support Process implements the Deployment and Release Management process in accordance with the ISO/IEC 20000 and ITIL framework or equivalent.
- [APD-32] The Deployment and Release Management process receives the approved Change Request from the 2nd Level Support and performs the following tasks:
- a. Release of the solution (release unit/record);
 - b. Development of the solution (e.g. new Configuration Item Fix, Repair, Replacement, Patch, or Release);
 - c. Testing of the solution (e.g. Regression testing, issue/deficiency replication testing);
 - d. Update of Baseline content and status;
 - e. Delivery and deployment of the solution.

A.4.4 FOURTH LEVEL SUPPORT: ORIGINAL EQUIPMENT MANUFACTURER (OEM) / VENDOR

- [APD-33] It consists of off-site factory/vendor problem resolution and maintenance, beyond the capability of third level support.

A.5 Support Levels scenarios and Maintenance Levels

- [APD-34] The support concept is the apportionment of maintenance activities:
- a. NATO Maintenance Task (NMT): performed by NATO personnel (military or civilian);
 - b. Industry Maintenance Task (IMT): performed by industry personnel under warranty or post warranty arrangements.
- [APD-35] There are four possible scenarios as described in the following paragraphs.
- a. NATO Owned / NATO Operated (NONO): NATO procures the solution as a system, NATO operates the system, the responsibilities for maintenance are defined in the Support Concept.

- b. Contractor Owned / Contractor Operated (COCO): NATO procures the solution as a service (operation and maintenance) provided by a Contractor.
- c. NATO Owned / Contractor Operated (NOCO): NATO procures the solution as a system, the Operation and Maintenance of it is “outsourced”.
- d. Contractor Owned / NATO Operated (CONO): NATO procures the solution as “FinaNCI Agency leasing”.

[APD-36] For NONO and CONO scenario the Contractor needs to agree with the NATO Contracting Authority on maintenance levels commitments and develop a tailored logistics support concept based on a blend sharing of maintenance levels. E.g.:

- a. Hardware Maintenance (Levels HL1, HL2) + Software Maintenance (Levels SL1) are NMT;
- b. Hardware Maintenance (Level HL3) + Software Maintenance (Level SL2) are IMT with a learning curve versus NMT;
- c. Hardware Maintenance (Levels HL4) + Software Maintenance (Levels SL3, 4) are IMT.

[APD-37] For NOCO and COCO scenario the Contractor is responsible for the following maintenance levels when developing the logistics support concept:

- a. Hardware Maintenance (Levels HL1, HL2, HL3 and HL4); and
- b. Software Maintenance (Levels SL1, SL2, SL3 and SL4)

Appendix B Key Performance Indicators (KPIs)

B.1 KPIs for In Service Support (Warranty and O&M period)

- [APD-38] This section describes the Key Performance Indicators (KPI) that will be used to measure the Contractor’s performance throughout the In-Service Support (ISS) phases.
- [APD-39] The KPIs described in this Appendix will be applicable during NATO working days. Moreover, the KPIs will not be applicable during scheduled outages. Examples of scheduled outages:
 - a. Time taken by Purchaser or its subcontractor to resolve non-active device incidents, which affect Contractor support arrangements.
 - b. Scheduled outages initiated by the Purchaser.
 - c. Administrative delays not imputable to the Contractor (e.g. export and customs approval, time to recover spare parts or to make the system available for the intervention)
- [APD-40] All the events will be recorded in the Service Desk and reported semester in the In-Service Project Report (ISPR) report.
- [APD-41] The weighted score of each KPI, per semester, provides the total semester score in percentages for that KPI. This total semester score is then reflected in a Pass or Fail manner on the “Overall Scorecard”, as described in the section B.1.3, to allow for ease of visibility:
 - a. Pass = 90.1% – 100%
 - b. Fail = 0 – 90%
- [APD-42] In case the [Target for Support Services] is not reached, penalties will be applied to the semester score as detailed in the Table 7.
- [APD-43] Each KPI will be evaluated, in accordance with LRU/CSCI categorization defined in the Table 3 distinguishing the Implementation time thresholds.

Table 3 Criticalities categorization

Criticality		Ops Priority	Applies if a Problem could:
Defect	Critical	1	a. Prevent the accomplishment of an operational or mission essential capability.
			b. Jeopardize safety, security or other requirement designated “Critical”.
	High	2	a. Adversely affect the accomplishment of an operational or mission essential capability and no work-around solution is known.
			b. Adversely affect technical, cost or schedule risks to the project or to life cycle support of the system and no work around is known.

	Criticality	Ops Priority	Applies if a Problem could:
Deficiency	Medium	3	a. Adversely affect the accomplishment of an operational or mission essential capability, but an operationally acceptable work-around solution is known.
			b. Adversely affect technical, cost or schedule risks to the project or to life cycle support of the system but an operationally acceptable work-around is known.
	Low	4	a. Result in user/operator inconvenience or annoyance but does not affect required operational or mission essential capability.
			b. Result in inconvenience or annoyance for development or support personnel but does not prevent the accomplishment of those responsibilities.

B.1.1 Corrective Maintenance Time

[APD-44] Corrective Maintenance Intervention Time (CORR_INT) is counted as follows:

- a. From the time the Purchaser has communicated the failure to the Contractor via Service Desk and related Ticketing system.
- b. To the time Contractor has arrived on-site for the intervention.

[APD-45] It is not possible to track the Corrective Maintenance Intervention Time (CORR_INT) for the Service Requests raised with means different from the Ticketing system. (e.g. by e-mail).

[APD-46] Corrective Maintenance Resolution Time (CORR_RES) is counted as follows:

- a. From the time the Contractor has arrived on-site for the intervention;
- b. To the time Contractor has accomplished one of the following activities:
 - i. Troubleshooting and solve the failure replacing the LRU in failure with the spare one from Purchaser stock;
 - ii. Troubleshooting and apply a workaround waiting for patch implementation (as per A.2.2);
 - iii. Troubleshooting and find out the HW failure to be solved in ML4.

[APD-47] The acknowledgement will be agreed through Purchaser confirmation (via Service Desk or e-mail) that the required intervention has been accomplished including time laps for Intervention and Resolution. All the events will be recorded in the Service Desk and reported in the semester ISPR report.

[APD-48] Patch Implementation Time (PATCH_IMPL) is counted as follows:

- a. From the time the need of the patch has been identified,
- b. To the time the patch has been delivered to the Purchaser.

[APD-49] The acknowledgement will be agreed through Purchaser confirmation (via Service Desk or e-mail) that the required patch has been implemented by the Contractor. All the events will be recorded in the Service Desk and reported in the semester ISPR report.

Table 4 Field Engineering Services KPIs Threshold

Failure Classification	Intervention Time (CORR_INT)	Failure resolution time (CORR_RES) ML2/LoS2	Failure resolution time (CORR_RES) ML3/LoS3	Patch Implementation time (PATCH_IMPL)
1. Critical	Within 2 working days	Within 2 working days	Within 5 working days	Within 7 working days
2. High	Within 3 working days	Within 3 working days	Within 5 working days	Within 9 working days
3. Medium	Within 4 working days	Within 5 working days	Within 9 working days	Within 15 working days
4. Low	Best Effort	Best Effort	Best Effort	Best Effort

B.1.2 Repair and Replacement Time

- [APD-50] A failure is defined as a defect or deficiency of a desirable capability. All the possible Level ML4 failures are categorized as defined in Table 3 and solved through a Contractor’s repair or replacement activity.
- [APD-51] Each KPI will be evaluated distinguishing the thresholds between the different Failures Classification as indicated in Table 5.
- [APD-52] In case of Repair activity needed for a repairable LRU failure the Turn Around Time (TAT) will be counted as follows:
 - a. From the time the LRU in failure will depart from End-User premises;
 - b. To the time the item has been returned repaired to the End-User premises.
- [APD-53] In case of Replacement activity needed for a non-repairable LRU or for a repairable LRU found not anymore repairable due to the failure, the Production Lead Time (PLT) will be counted as follows:
 - a. From the time of the formal submission of a process for execution;
 - b. To the time the item has been shipped to the End-User premises.
 - c. Administrative delays not accountable to the Contractor will be separated from the total lead time calculation.
- [APD-54] Specific conditions for Administrative Delays (stop of the TAT counting) are considered to be not foreseeable waiting times during the repair process are following listed:
 - a. Delay in communication of failure from End-User.
 - b. Licensing Procedure Local Authority: TAT is paused while awaiting required licensing approval from local authorities (e.g. export control).
 - c. Delay in acceptance communication from End-User.
- [APD-55] The acknowledgement will be agreed through Purchaser confirmation (via Service Desk or e-mail) that the required patch has been implemented by the Contractor. All the events will be recorded in the Service Desk and/or related Ticketing system and reported in the semester ISPR report.

Table 5 repair/replacement Services KPIs Threshold

Repair (TAT)	Replacement or New LRU (PLT)
As per TAT indicated in repair price list	As per PLT indicated in the price list

B.1.3 Key Performance Indicators (KPIs) Scorecard

[APD-56] The KPIs shall be measured based on the following criteria and instructions, provided in below.

Table 6 Scorecard Instructions

KPI	WEIGHT	MEASUREMENT CRITERIA	INSTRUCTIONS FOR SCORING
CORR_INT	25%	Delay in Business Days	Starting by Table 3, Table 4 and Table 5 all the Activities shall respect the thresholds based on Failure Classification. <ul style="list-style-type: none"> • Arrived by deadline = 100% • Arrived maximum of 2 business days late = 95% • Arrived maximum of 5 business days late = 90% • Every additional business day delay = reduction of 5% • 1 Business day is counted as 24h from the notification.
CORR_RES/PATCH_IMPL	25%	Delay in Business Days	
TAT	25%	Delay in Business Days	
PLT	25%	Delay in Business Days	

[APD-57] In case the minimum total score in will not be reached, penalties shall be applied to the semester score as detailed in the following table:

Table 7 Penalties for ISS

Total score Value (TOT)	Penalty
TOT ≥ 90.1%	No penalty
90% > TOT ≥ 89.1%	0.1% of the O&M semester value
89% > TOT ≥ 88.1%	0.2% of the O&M semester value
88% > TOT ≥ 87.1%	0.3% of the O&M semester value
87% > TOT ≥ 86.1%	0.4% of the O&M semester value
86% > TOT ≥ 82.1%	0.5% of the O&M semester value
82% > TOT ≥ 78.1%	1% of the O&M semester value
78% > TOT ≥ 75.1%	2% of the O&M semester value
75% > TOT ≥ 70.1%	4% of the O&M semester value
70% > TOT ≥ 50.1%	8% of the O&M semester value
50% > TOT	10% of the O&M semester value

B.2 KPIs for Operational Level Agreement (OLA) (Lease)

[APD-58] This section describes the Key Performance Indicators (KPI) that will be used to measure the Contractor’s performance throughout the Operational Level Agreement (OLA) contract alternative.

- [APD-59] The KPI described in this Appendix will be applicable during NATO working days. Moreover, the *Achieved Availability* KPI will not be applicable during administrative delays not imputable to the Contractor (e.g. export and customs approval, time to recover spare parts or to make the system available for the intervention).
- [APD-60] All the events will be recorded in the Service Desk and reported semester in the In-Service Project Report (ISPR) report.
- [APD-61] The Achieved Availability KPI total score per semester is reflected in a Pass or Fail manner on the as following:
 - a. Pass = 90.1% – 100%
 - b. Fail = 0 – 90%
- [APD-62] In case the [Target for Support Services] is not reached, penalties will be applied to the semester score as detailed in the Table 7.
- [APD-63] Availability KPI will be evaluated, in accordance with failure categorization defined in the Table 8 distinguishing the Implementation time thresholds.

Table 8 Failures criticalities categorization

	Criticality	Ops Priority	Applies if a Problem could:
Defect	Critical	1	a. Prevent the accomplishment of an operational or mission essential capability.
			b. Jeopardize safety, security or other requirement designated "Critical".
Defect	High	2	a. Adversely affect the accomplishment of an operational or mission essential capability and no work-around solution is known.
			b. Adversely affect technical, cost or schedule risks to the project or to life cycle support of the system and no work around is known.
Deficiency	Medium	3	a. Adversely affect the accomplishment of an operational or mission essential capability, but an operationally acceptable work-around solution is known.
			b. Adversely affect technical, cost or schedule risks to the project or to life cycle support of the system but an operationally acceptable work-around is known.
Deficiency	Low	4	a. Result in user/operator inconvenience or annoyance but does not affect required operational or mission essential capability.
			b. Result in inconvenience or annoyance for development or support personnel but does not prevent the accomplishment of those responsibilities.

B.2.1 Availability Key Performance Indicator

[APD-64] The Availability shall be considered as the percentage of time the capability is operational and usable during the agreed service window in accordance with failures event categorization in Table 8, and shall be measured over a semestral period using the following standard availability formula:

$$a. A_a = \frac{UP_{Time}}{UP_{Time} + DOWN_{Time}} \times 100$$

[APD-65] The UP_{Time} is defined as the cumulative time during the agreed Service Hours when the System is fully operational and able to perform its intended functions, as confirmed by the monitoring tools and/or agreed incident records;

[APD-66] The $DOWN_{Time}$ is defined as the cumulative time during the agreed Service Hours when the System is not available for operational use due to a fault, failure, a scheduled maintenance or degradation attributable to the Contractor or its subcontractors, as recorded through the incident and or problem management processes.

[APD-67] The $DOWN_{Time}$ calculation shall include unavailability periods due to:

- a. Preventive Maintenance;
- b. Critical and High Failure (as per definition in Table 8);
- c. Delay times due to Contractor internal organization/support chain and inefficiencies;
- d. Delay times due to Contractor's suppliers' internal organization and inefficiencies.

[APD-68] The $DOWN_{Time}$ calculation shall not include unavailability periods due to:

- a. Outages caused by Purchaser;
- b. Delay times caused by Customs or third party outside the Contractor's control;
- c. force majeure events.

[APD-69] In case the minimum total score will not be reached, penalties shall be applied to the semester score as detailed in the following table:

Availability score Value (A_a)	Penalty
$A_a \geq 90.1\%$	No penalty
$90\% > A_a \geq 89.1\%$	0.1% of the OLA semester value
$89\% > A_a \geq 88.1\%$	0.2% of the OLA semester value
$88\% > A_a \geq 87.1\%$	0.3% of the OLA semester value
$87\% > A_a \geq 86.1\%$	0.4% of the OLA semester value
$86\% > A_a \geq 82.1\%$	0.5% of the OLA semester value
$82\% > A_a \geq 78.1\%$	1% of the OLA semester value
$78\% > A_a \geq 75.1\%$	2% of the OLA semester value
$75\% > A_a \geq 70.1\%$	4% of the OLA semester value
$70\% > A_a \geq 50.1\%$	8% of the OLA semester value
$50\% > A_a$	10% of the OLA semester value



IFB-42530191-CUAS

**Framework Contract for Counter–Unmanned Aircraft
Systems (CUAS) Capabilities**

BOOK II

CONTRACT

STATEMENT OF WORK (SOW)

Annex A

SYSTEM REQUIREMENTS SPECIFICATION (SRS)

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ANNEX A: SYSTEM REQUIREMENTS SPECIFICATION (SRS)

A.1 Introduction

- 1.1. This project seeks provision of Counter-Unmanned Aircraft Systems (C-UAS) equipment framework contracts, to provide rapid procurement options to NATO Communications and Information Agency (NCIA) and its stakeholders.
- 1.2. The SRS describes all requirements that C-UAS system shall comply to each specific category. The requirements are marked in the priorities “shall” (or must have) and “should” (or should have) as follows:
 - a) “Shall” (or must have) – these requirements shall be reflected in the final result, the product is not usable without these requirements;
 - b) “Should” (or should have) – there requirements are highly desirable, but without these the product is usable;
- 1.3. The overarching objective is to award one or more contracts to suppliers in the categories identified to facilitate rapid procurement.
- 1.4. This SRS seeks provision of the following categories:
 - a) **On the move**, a mobile C-UAS system which remains fully operational while being mobile with a maximum speed of 50KM/h unless otherwise specified;
 - b) **Transportable**, a system that can be re-deployed for operation on a different location and is self-sufficient and fully integrated. For example, a containerized system;
 - c) **Static**, a C-UAS system with a permanent installation, which can be integrated with existing infrastructure. For example, using shore power, building for installation and rooms for the command and control (C2) centre.

A.2 Purpose

- 2.1. The purpose of the C-UAS system is to detect the presence of UAS (drones) in the Area of Interest (Aoi). In some contexts, protection against UAS is part of the required system. The areas of interest are located in urban as well as in rural environments. The project shall deliver military C-UAS capability able to detect, track, identify and neutralize enemies UAS (drones), flying near restricted areas or mobile assets.
- 2.2. The C-UAS systems shall be seen as an integrated part of a multi-layer defense capability, which includes both passive and active components.
- 2.3. The C2 system shall ensure that all sensors and effectors are fully integrated, and facilitate easy operation (e.g. include manual and automated modes of operation).

A.2.1 Scenarios and Operational Zones

- 2.4. There are four scenarios defined:
 - a) Point defense scenario;
 - b) Area defense scenario;
 - c) Border defense scenario;
 - d) Convoy protection scenario.
- 2.5. The scenarios are not applicable for all categories (static, transportable and on the move). The applicable categories of each scenario are:
 - a) Point defense: All categories;
 - b) Area defense: All categories;
 - c) Border defense: Static, Transportable;
 - d) Convoy protection: On The move.
- 2.6. Each of the responses should be optimized for a single scenario.
- 2.7. Each of the four scenarios has three zones defined with increasing protection zone around the area to be protected. In increasing order, these zones are the No-Go zone, the Engagements zone and the Detection and Identification zone respectively, where:
 - a) The No-Go Zone is the entire area which shall be protected. The system shall be designed such that no (hostile) UAV shall enter this zone;
 - b) The engagement zone is the zone where the effector of the system shall neutralize any hostile UAV. The engagement zone starts in the center of the no-go zone and expands outwards. The dimensions of the engagement zone of the proposed system are chosen such that it ensures that no (hostile) UAV shall enter the No-Go Zone;
 - c) The Detection and Identification Zone, from the center of the area to the outer edge, which lies beyond the engagement zone where the hostile UAS/s shall be detected and identified.

2.8. The performances of the C-UAS system shall be tested in each of the above-defined Operational Zones such that all the three following conditions shall be fulfilled:

- a) The C-UAS system shall be able to stop the UAS/s from entering (or operating inside) a No-Go Zone;
- b) The C-UAS system shall be able to neutralize the Target UAS/s within the Engagement Zone;
- c) The C-UAS system shall be able to detect, to geo-locate and to identify the UAS/s within the Detection, Tracking and Identification Zone.

A.2.1.1 Point defence scenario

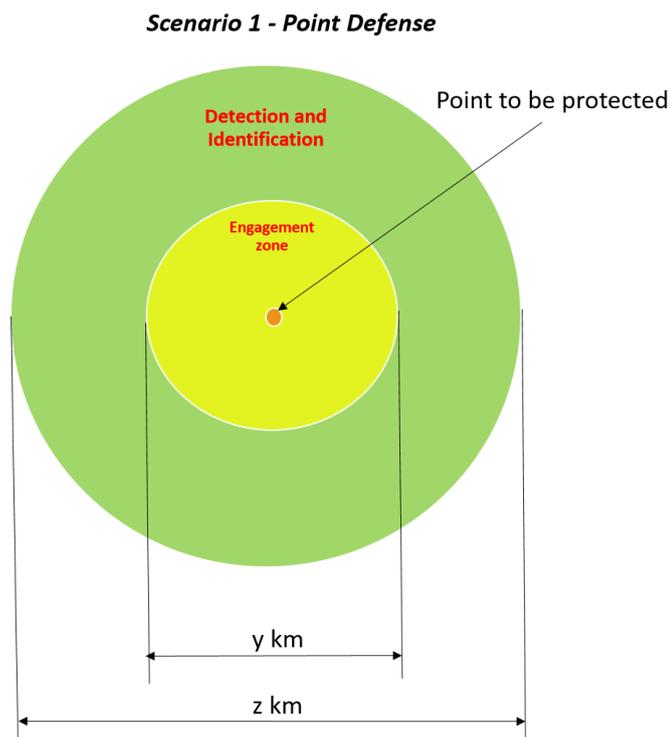


Figure 1 Description of the C-UAS operational zones for Point Defense scenario.

- 2.9. In the Point Defense scenario the aim is to protect pieces of infrastructure or equipment (Stationary or on the move) with a low footprint. A schematic overview is presented in Figure 1. In this figure the No-Go zone is presented by the point to be protected, the engagement zone by a circle with a diameter of y km and the detection and identification zone by a circle with a diameter of z km.
- 2.10. In the bid the bidder shall provide a value in kilometres for the radius of the detection, tracking and identification zone (half of the diameter z) of the capability.
- 2.11. The equipment in the proposed solution designed to detect and identify the UAS shall detect and identify in the circle with diameter z . (demonstration)
- 2.12. In the bid the bidder shall provide a value in kilometers for the radius (half of the diameter y) of the engagement zone of the capability.
- 2.13. The equipment in the proposed solution designed to neutralize the hostile UAS shall neutralize in the circle with diameter y . (demonstration)

A.2.1.2 Area defense scenario

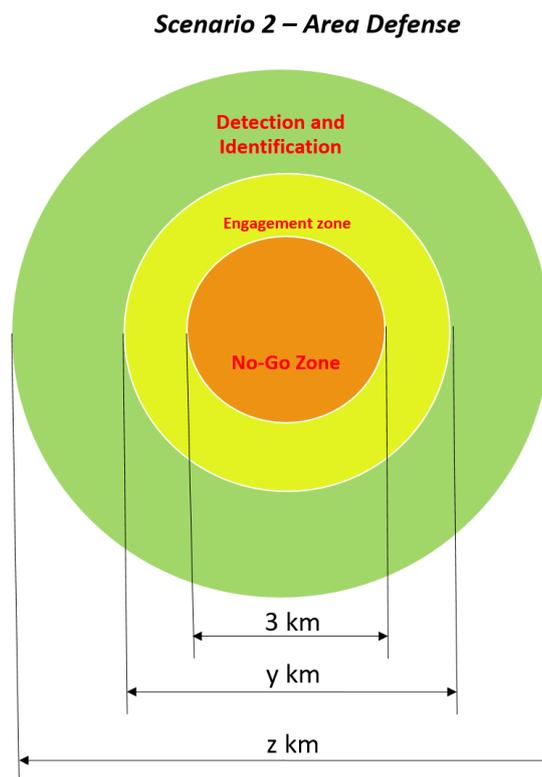


Figure 2 Description of the C-UAS operational zones for Area Defence scenario.

- 2.14. In the area defense scenario the aim is to protect areas of/around infrastructure or mobile equipment. A schematic overview is presented in Figure 1. In this figure the No-Go zone is presented by a circular area with a diameter of 3 km to be protected, the engagement zone by a circle with a diameter of y km and the detection and identification zone by a circle with a diameter of z km.
- 2.15. In the bid the bidder shall provide a value in kilometers for the diameter of the detection and identification zone (z) of the capability.
- 2.16. The equipment in the proposed solution designed to detect and identify the UAS shall detect and identify in the circle with diameter z . (demonstration)
- 2.17. In the bid the bidder shall provide a value in kilometers for the diameter (y) of the engagement zone of the capability.
- 2.18. The equipment in the proposed solution designed to neutralize the hostile UAS shall neutralize in the circle with diameter y . (demonstration)

A.2.1.3 Border defense scenario

Scenario 3 – Border Defense

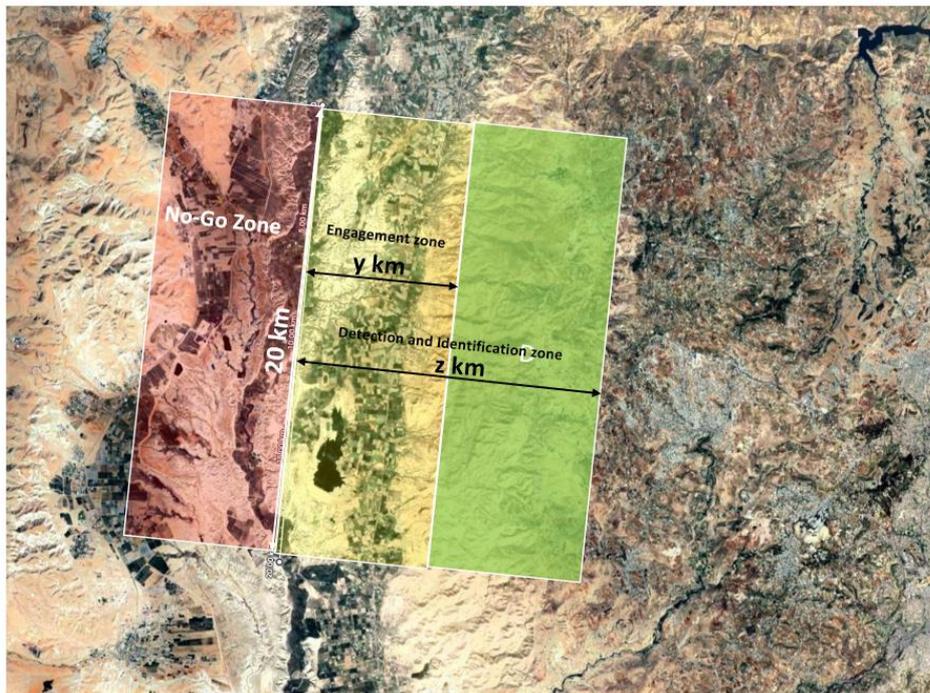


Figure 3 Description of the C-UAS operational zones for Border Protection 3.

- 2.19. In the border defense scenario the aim is to protect a border. A schematic overview is presented in Figure 1. In this figure the No-Go zone is indicated in red, the engagement zone in yellow with a minimal distance of its outer edge to the No-Go zone of y km and the detection and identification zone in green with the minimal distance of its outer border of z km to the No-Go zone.
- 2.20. The linear border of the No-Go zone facing the engagement zone, which has a length of 20 km.
- 2.21. In the bid the bidder shall provide for the proposed capability a value in kilometers for distance of the outer edge of the detection and identification zone to the No-Go zone, indicated by z in the image.
- 2.22. The equipment in the proposed solution designed to detect and identify the UAS shall detect and identify within z km of the outer edge of the No-Go zone (demonstration)
- 2.23. In the bid the bidder shall provide for the proposed capability a value in kilometers for distance of the outer edge of the neutralization zone to the No-Go zone, indicated by y in the image.
- 2.24. The equipment in the proposed solution designed to detect and identify the UAS shall neutralize within y km of the outer edge of the No-Go zone (demonstration)

A.2.1.4 Convoy protection scenario

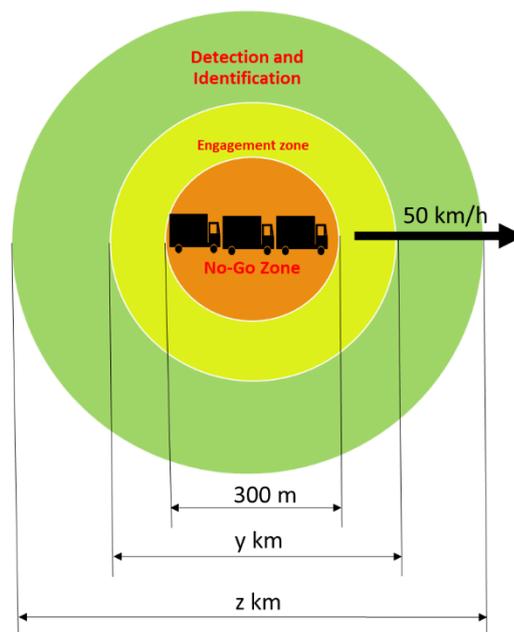


Figure 4 Description of the C-UAS operational zones for convoy protection.

- 2.25. The convoy protection scenario is a particular instance of the On The Move use case.
- 2.26. In the convoy protection scenario the aim is the protection of a convoy consisting of multiple vehicles with a total length of 300m. The maximum speed of the convoy is 50 km/h.
- 2.27. The No-Go zone is the entire convoy, no UAS shall reach the convoy.
- 2.28. A schematic overview is presented in Figure 4. In this figure the No-Go zone is presented by a circular area with a diameter of 300 m to be protected, the engagement zone by a circle with a diameter of y km and the detection and identification zone by a circle with a diameter of z km.
- 2.29. In the bid the bidder shall provide a value in kilometers for the radius of the detection and identification zone (half of the diameter z) of the capability.
- 2.30. The equipment in the proposed solution designed to detect and identify the UAS shall detect and identify in the circle with diameter z . (demonstration)
- 2.31. In the bid the bidder shall provide a value in kilometers for radius of the engagement zone of the capability (half of the diameter y).
- 2.32. The equipment in the proposed solution designed to neutralize the hostile UAS shall neutralize in the circle with diameter y . (demonstration)

A.2.2 Reference Threat

- 2.33. The threat or target is defined as Class 1 - Unmanned Aircraft System (UAS) that can be commercial off-the-Shelf (COTS) fixed or rotary wing. The Class 1 UAS can be further classified on three categories:
- Class 1 UAS, Micro Category (<66 J), such as Black Widow;
 - Class 1 UAS, Mini Category (<15Kg), such as, a DJI Mavic 3, or DJI mini 4, Parrot Disco, Raven or Eleron 3SV (typical RCS > 0.01 m²);
 - Class 1 UAS, Small Category (>15Kg), such as, say, Scan Eagle, Orlan 10, HESA Shahed-136 (typical RCS up to 0.1 m²).
- 2.34. The performances of the C-UAS system shall be tested against Class 1 UAS, Mini and Small categories.
- 2.35. The threat/target shall include UAS's operated by a ground-based remote control while transmitting signals, such as video or telemetry, back to the ground.
- 2.36. The threat shall include UAS operating without transmitting any signals.
- 2.37. The threat shall include UAS's autonomously following programmed waypoints using a satellite navigation system (such as GPS or GLONASS).
- 2.38. The reference threat Class 1 UAS, Mini Category physical characteristics and flight dynamics shall be as follows:
- The reference UAS shall be a rotary wing with four propellers (a quad-copter);
 - Frame and propellers of the reference UAS shall be constructed from plastic or a composite material;

- c) The reference UAS shall have a diagonal dimension of 25 cm excluding propellers;
- d) The reference UAS shall have a weight of 500 grams;
- e) The reference UAS shall have a range of speed from 0 km/h (hovering) up to 60 km/h;

2.39. The reference threat Class 1 UAS, Small Category physical characteristics and flight dynamics shall be as follows:

- a) The reference UAS shall be a fixed wing;
- b) Frame and propellers of the reference UAS shall be constructed from fibre glass or composite material;
- c) The reference UAS shall have a diagonal dimension of >2m;
- d) The reference UAS shall have a weight of ~200 Kilograms;
- e) The reference UAS in the mini class shall have speed up to 600 km/h;

2.40. Physical and flight dynamics characteristics of reference threats Class 1 UAS, Mini and Small categories (paragraph 2.39-2.40) are summarized in Table 1. The Operational Zones defined in section A.2.1 with respect to the reference threats Class 1 UAS, Mini and Small categories respectively.

Table 1 Common characteristics of Class 1 UAS, Mini and Small Categories.

Drone type/Parameters	Mini RF controlled	Mini Fiber-Optic FPV	Small (Shahed – 136) or similar
Wing type	Rotary – four propellers	Rotary – four propellers	Fixed
Material	Plastic / composite	Plastic /composite	Fibreglass/composite
Diagonal Dimension	35 cm	35 cm	> 2m
Radar Cross Section (RCS)	<0.01 m ²	<0.01 m ²	< 0.1 m ²
Power level of the emitter /drone (EIRP)	100 mW	N/A	N/A
GNSS	Yes	No	Yes
Weight	800 grams	800 grams	~ 200 kg
Speed test	up to 60 kmph	up to 60 kmph	up to 600 kmph

A.3 Technical requirements

A.3.1 Functional requirements

A.3.1.1 Sensors

- 3.1. The C-UAS shall detect, track, and identify, Class 1 UAS. (demonstration)
- 3.2. The C-UAS sensors shall be compliant with BSI Flex 335 V2 standard – SAPIENT. (demonstration)
- 3.3. The C-UAS system shall present a modular architecture capable of communicating with other systems using NATO standards such as JREAPC, CESMO, ASTERIX standard or other NATO agreed standard. (analysis).

A.3.1.1.1 Detection

- 3.4. The system shall detect mini RF-controlled rotary-wing UAVs (e.g., DJI Mavic 2 class) at a minimum range of 2 km for a probability of detection (Pd) of 0.9 and a probability of false alarm (Pfa) of 10^{-5} . (demonstration)
- 3.5. The system shall detect non-emitting First-Person View (FPV) drones at a minimum range of 1 km for a probability of detection (Pd) of 0.9 and a probability of false alarm (Pfa) of 10^{-5} (float).
- 3.6. The system shall detect fixed-wing, low RCS, non-emitting UAVs (Shahed-type) at a minimum range of 5 km for a probability of detection (Pd) of 0.9 and a probability of false alarm (Pfa) of 10^{-5} (float). (demonstration)
- 3.7. The system shall achieve a minimum detection probability of 0.75 for a false alarm probability (PFA) of 10^{-5} (float). (analysis)
- 3.8. The sensor subsystem shall cover an instrumented operational range of at least 5 km. (demonstration)
- 3.9. The sensor subsystem shall cover an operational elevation of at least 60 degrees from horizontal. The maximum measurable or displayable elevation may extend to 90 degrees. (demonstration)

A.3.1.1.2 Tracking

- 3.10. The system shall initiate a track within 5 seconds after initial detection. (demonstration)
- 3.11. The system shall have a track coverage of 75% in the detection and identification zone. (demonstration).

- 3.12. The system shall track a minimum of 10 simultaneous drone objects. (demonstration).
- 3.13. The system shall report less than 75% false tracks that are not associated with any true object (track spuriousness/false tracks). (analysis)
- 3.14. The system shall have a track continuity of 75% for typical mini class UAS trajectories in the detection and identification zone. (demonstration).
- 3.15. The system shall have an average localization accuracy, expressed as Root Mean Square Error (RMSE), of 35 m. (analysis)
- 3.16. The near-worst-case localization accuracy shall measure a 95th-percentile error of 95 m. (analysis)

A.3.1.1.3 Identification/Classification

- 3.17. The system shall identify RF-emitting UAVs at a range of at least 2 km. (demonstration)
- 3.18. The system shall identify non-RF-emitting FPV drones at 1 km. (demonstration)
- 3.19. The system shall identify Shahed-type UAVs at 5 km. (demonstration)
- 3.20. The system shall employ at least two different measurement sources for classification: (analysis)
 - a) Radar
 - b) RF signature analysis
 - c) Visual EO/IR
 - d) Acoustic pattern recognition
 - e) Cyber identification
 - f) Others.

- 3.21. The system shall employ at least one identification method (e.g. drone serial number-cyber, other) to provide an unique identification of the object
- 3.22. For a false identification probability of 10^{-5} , the system shall achieve a correct identification probability of at least 0.60. (analysis)
- 3.23. For a false classification probability of 10^{-5} , the system shall achieve a correct classification probability of at least 0.80. (analysis)

A.3.1.2 Effectors

- 3.24. The system shall support at least one engagement method such as RF jamming, spoofing, cyber, kinetic, (ballistic, interceptor drones), or other. (demonstration)
- 3.25. The effector shall provide an effective engagement range of minimum 0.5 km for a probability of success of 0.9. For high-power, directional effectors or interceptor technologies, the maximum effective range expected is 20 km for a probability of success of 0.9. (demonstration)
- 3.26. The effector subsystem shall achieve a minimum successful threat neutralization probability of minimum 0.70. Under controlled conditions or against predictable flight profiles, the maximum success probability is expected to be 1.0. (demonstration)
- 3.27. The system shall have a better than a medium collateral engagement risk.
- 3.28. The system shall neutralize minimum 3 simultaneous threats approaching all from different directions. (demonstration)
- 3.29. The system shall support an engagement with the minimum cost per threat (for expendable/intercept solutions) of near-zero per engagement (for non-kinetic methods). (analysis)
- 3.30. The system shall provide at least temporary effects (e.g., RF denial), with scalable integration for permanent defeat options (e.g., kinetic).

A.3.1.3 Command and Control (C2)

- 3.31. The system shall provide basic multi-sensor fusion capability, integrating at least two sensor streams into a unified air picture. (demonstration)
- 3.32. The system shall provide semi-automated operation, including automated detection and tracking with operator confirmation for engagement. (demonstration).
- 3.33. The operator shall be able to control sensors and effectors through a unified C2 interface with manual or semi-automatic engagement options. (demonstration).
- 3.34. The system shall provide basic post mission reporting, including detection logs, track data, and engagement outcomes. (demonstration)

- 3.35. The system shall support at least one external interface (e.g., IP-based API or standard data link) for threat reporting or sensor input. (demonstration)
- 3.36. The system shall support an object library database with a minimum number of 50 different drones. (demonstration)

A.3.2 Non-functional requirements

A.3.2.1 Easy to use

- 3.37. The system shall provide an operator interface designed for 24/7 operational environments, accessible under field, mobile command post, and control center conditions.
- 3.38. C-UAS operators shall be able to achieve full situational awareness proficiency (sensor view, track display, effector status) within less than 8 hours of formal instruction.
- 3.39. The system shall be optimized for use by military, law enforcement, and security operators with basic technical backgrounds (equivalent to NATO STANAG 6001 Level 2).

A.3.2.2 Modularity/Scalability

- 3.40. The system shall allow integration, removal, or replacement of at least 1 sensor subsystem and 1 effector subsystem without requiring changes to the core C2 software.
- 3.41. The system shall scale linearly with an increase in connected devices, supporting up to 200% of baseline capacity with no more than 5% latency degradation in data fusion or engagement response.

A.3.2.3 System Administration

- 3.42. The system shall maintain a continuous audit trail for all activities for the following minimum activities:
- a) Operator login/logout and privilege changes;
 - b) Sensor status and configuration updates;
 - c) Detected object metadata (time, ID, track number);
 - d) Engagement commands and outcomes;

A.3.2.4 Interoperability with other systems

- a) The system shall implement STANREC 4869 (SAPIENT) and at least one standardized protocol for interoperability with external situational awareness networks:
 - b) ASTERIX;
 - c) JREAP-C;
 - d) Others.
- 3.43. The system shall provide a machine-readable interfaces, such as REST API.
- 3.44. The system shall import configuration and mission data from a human readable format (e.g., CSV, XML, JSON or others).
- 3.45. The system shall export operational data (detection logs, track reports, engagement results) in at least two standard formats: CSV and PDF, or KML for GIS applications. Exported datasets shall include timestamp, sensor ID, target ID, targets positions and engagement status.

A.4 Credibility of Solution

A.4.1 Maturity of the solution

A.4.1.1 Credibility

- 3.46. The proposed C-UAS solution shall demonstrate technical maturity and proven operational performance in relevant environments. Evidence shall include system demonstrations, operational trials, or successful deployments in at least one operational context.
- 3.47. The system shall have a minimum of ≥ 6 months of continuous active service in field or evaluation environments.
- 3.48. A minimum of 1 complete system shall be in active operation with end-users at the time of evaluation.

A.4.1.2 Deployment

- 4.1. The system shall be ready for operation within :
- a) Less than 4 hours by a maximum 5-person team from transport to mission-ready state – for transportable systems;
 - b) Less than 30 minutes by a maximum 2-person team from transport to mission-ready state – for on the move systems.

- 4.2. Deployment shall include all the tools required in a system kit.
- 4.3. System deployment shall be achievable by no more than 4 personnel without specialized technical qualifications beyond standard military or security training.

A.4.2 Delivery time

A.4.2.1 Initial delivery

- 4.4. The supplier shall deliver the first complete operational unit within one year from contract signature. For pre-built (on-stock) systems the delivery shall be in less than 30 days.

A.4.2.2 Production rate

- 4.5. A new system shall be produced in less than one year from order confirmation to factory acceptance.
- 4.6. The manufacturer shall maintain a minimum production capacity of 1 systems per month, scalable to 5 systems per month using subcontractor support.

A.5 Supportability

- 5.1. For Reliability, Maintainability, Testability and Availability definitions and methods please refer to:
 - a) MIL-HDBK-338B: Electronic Reliability Design;
 - b) IEC 61078:2006: Analysis techniques for dependability - Reliability block diagram and Boolean methods;
 - c) MIL-STD-756B: Reliability Modelling and Prediction;
 - d) SR-332: Reliability Prediction Procedure for Electronic Equipment;
 - e) MIL-HDBK-781: Reliability test methods, plan and environments for engineering development, qualification and production;
 - f) MIL-HDBK-470A: Design and developing of maintainable systems;
 - g) IEC 60812:2018: Failure modes and effects analysis (FMEA and FMECA);
 - h) MIL-STD-1629A : Failure Mode Effect and Criticality Analysis.
- 5.2. All the requirements included in the Supportability Section A.5 shall be demonstrated according to the analysis required in the section 5 of the SOW;
- 5.3. For Maintenance Level definitions please refer to the Maintenance and Support Concepts Appendix A of the SOW.

A.5.1.1 Reliability, Maintainability and Testability (RM&T)

- 5.4. The system shall be designed such that the failure or removal of any component or item within the equipment does not cause the physical failure of another component or item.
- 5.5. The system shall maintain an operational use of more than 90% under normal deployment conditions.
- 5.6. The system shall be designed for operation in a Ground Fixed environment (as defined in MIL-HDBK-338B) and utilizing certified component-level failure rate data, shall meet the following reliability requirements:
- a) The Mean Time Between Failures (MTBF) shall be greater than 1500 hours.
 - b) The Mean Time Between Critical Failures (MTBCF) shall be greater than 3000 hours.
- 5.7. The system shall be designed to exhibit the following Maintenance characteristics for both Hardware (HLs) and Software including Firmware (SLs):
- a) Mean Time to Repair (MTTR) for HL/SL1 and HL/SL2 < 45 minutes;
 - b) Mean Time to Repair (MTTR) for HL/SL3 < 120 minutes;
 - c) Mean Time to Restore Service (MTTRS) for HL/SL1 and HL/SL2 < 30 minutes;
 - d) Mean Time to Restore Service (MTTRS) HL/SL3 < 90 minutes.
- 5.8. The system Built-In-Test Equipment (BITE) shall be designed to provide the following Testability Characteristics:
- a) The Built-in-Test (BIT) shall give a fault indication down to at least the level of Line Replaceable Unit (LRU);
 - b) BIT fault detection and isolation resultant information shall be recorded in electronic logs;
 - c) Fault Detection (FD) rate shall be greater than 95% through Built-In Test (BIT) capable of on-line detection of failure modes;
 - d) Fault Isolation (FI) rate without ambiguity shall be greater than 90% through Built-In Test (BIT) capable to isolate the detected internal function/component in failure;
 - e) The combination of BIT and troubleshooting in Technical Publications shall allow for the fault isolation of 100% of detected failures.
- 5.9. The system shall remain fully functional under the following environmental conditions: (analysis)
- a) Temperature: -30°C to +50°C;

- b) Relative Humidity: up to 95% non-condensing;
- c) Wind load: up to 15 m/s for deployed configurations.

A.5.1.2 Product Support

5.10. Maintenance Levels apportionment for hardware and software including firmware for corrective and unscheduled maintenance tasks weighted with the relevant failure rate shall be:

- a) (Critical + Non-Critical) Failures for HL1-2/SL1-2 > 80%; and,
- b) Critical Failures for HL1-2/SL1-2 > 90%; and,
- c) (Critical + Non-Critical) Failures for HL3/SL3 < 15%; and,
- d) Critical Failures for HL3/SL3 < 10%; and,
- e) (Critical + Non-Critical) failures HL4/SL4 < 5%; and,
- f) Critical Failures for HL4/SL4 = 1%.

5.11. The annual average hours workload for preventive and scheduled maintenance (up to HL3/SL3) shall not exceed (x10) 10 times the relevant annual average hours workload for corrective and unscheduled maintenance (up to HL3/SL3). To be considered for critical and non-critical failures.

5.12. Preventive maintenance activities shall be designed to meet the following criteria:

- a) Preventive maintenances shall not be required more than once per month; and,
- b) Total downtime shall not exceed 25.5 hours per year; and,
- c) System components shall not require shipment to the factory for periodic maintenance (up to third level), such as calibration, or battery replacement.

5.13. Maintenance tasks shall not involve more than 2 (two) persons for Organizational Maintenance (Level 2) HL/SL2 or lower;

5.14. The SW updates and setting shall be Software Organizational Maintenance (Level 2) SL2 or lower;

5.15. Removable items shall weigh:

- a) Less than 16.8 kilograms (37 pounds) for more than 99% of LRUs with direct accessibility; and,
- b) Less than 11.3 kilograms (25 pounds) for more than 99% of LRUs accessible through removal of part or component that is functioning; and,
- c) Items over 16.8 kilograms (37 pounds) shall be designed for two-person handling.

- 5.16. All special tools and test equipment (STTE) listed in the Recommended Items List shall be provided by the Contractor as part of the contract. Compliance shall be demonstrated analytically in accordance with SOW paragraph 5;
- 5.17. Spare parts shall be delivered as part of this contract in accordance with the analysis of the spare parts requirements included in the SOW par. 5.