



Acquisition Directorate

[Elif.Bailey@ncia.nato.int](mailto:Elif.Bailey@ncia.nato.int)

Telephone: +32 (0)2 707 2259

NCIA/ACQ/2020/7036  
10 September 2020

To: See Distribution List

From: The General Manager, NCI Agency

Subject: **Request for Quotation RFQ-CO-115283-NATINAMDS  
Provision of Hardware for Installation of the local AirC2 System  
Accession to NATO of the Republic of North Macedonia**

1. Your firm is hereby invited, in conformance with the terms of your active Basic Ordering Agreement (BOA) with the NCI Agency, to participate in a BOA competition for the provision of Hardware for Installation of the local AirC2 System Accession to NATO of the Republic of North Macedonia.
2. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 14:00 HOURS (BRUSSELS TIME) ON 08 OCTOBER 2020.**
3. This Request for Quotation consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedules, Terms and Conditions of the Contract, as well as the Statement of Work. The Statement of Work sets forth detailed specifications governing the performance requirements of the Contract.
4. The overall security classification of this RFQ is "NATO UNCLASSIFIED".
5. You are requested to complete and return the enclosed acknowledgement of receipt within 7 days of receipt of this RFQ, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
6. This Request for Quotation remains the property of the NATO Communication and Information Agency (NCI Agency) and shall be protected in accordance with the applicable national security regulations.
7. This Request for Quotation does not constitute either a financial or contractual commitment at this stage.
8. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
9. The NCI Agency Point of Contact for this procurement is Ms Elif Bailey, who can be contacted under Tel. +32 2 707 2259 or e-mail: [elif.bailey@ncia.nato.int](mailto:elif.bailey@ncia.nato.int).

For the Director of Acquisition:

Elif Bailey  
Senior Contracting Assistant



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

[www.ncia.nato.int](http://www.ncia.nato.int)

RFQ-CO-115283-NATINAMDS

Subject: ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION

We hereby advise that we have received Request for Quotation RFQ-CO-115283-NATINAMDS on ....., together with all the enclosures.

Enclosures:

- RFQ-CO-115283-NATINAMDS - Book I - Bidding Instructions
- RFQ-CO-115283-NATINAMDS - Book I - Bidding Sheets
- RFQ-CO-115283-NATINAMDS - Book II - Prospective Contract - Part I-II
- RFQ-CO-115283-NATINAMDS - Book II - BOA General Terms and Conditions Part III
- RFQ-CO-115283-NATINAMDS - Book II - Statement of Work - Part IV

**CHECK ONE**

As of this date and without commitment on our part we **do intend** to submit a bid.

We **do not intend** to submit a bid (please find in return the RFQ documents/or Certificate of destruction).

Signature .....

Company .....

Address: .....

POC: .....

Tel.: .....

Fax: .....

E-mail: .....

Distribution List for Request for Quotation  
RFQ-CO-115283 NATINAMDS

All Prospective Bidders 1

NATO Delegations (Attn: Investment Committee Adviser):

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

*Distribution for information (Blind to Potential Industrial Suppliers):*

**NATO HQ**

NATO Office of Resources, Attn: Capability and Implementation Branch	1
Director, NATO HQ C3 Staff, Attn: Executive Coordinator	1
SACTREPEUR, Attn: Investment Assistant	1

**Strategic Commands**

HQ SACT, Attn: R&D Contracting Office	1
ACO Liaison Office	1

**NCI Agency – Internal Distribution**

ACQ Director of Acquisition (Ms Jennifer Upton through Front Office)	1
ACQ Chief of Contracts (Ms Rebecca Benson)	1
ACQ Principal Contracting Officer (Mr Bill Maley)	1
ACQ Senior Contracting Officer (Ms Katharina Schwarz)	1

ACQ/CAB Secretary (Ms Carolien Biesemans)	1
ACQ ILS Chief (Mr Richard Proietto)	1
ACQ CE&A (Mr. Jacek Pachocki)	1
Legal Office (Ms Simona Rocchi/Mr Sean Elameto)	1
Finance (Mr Mariano Ippolito)	1
NLO (Mr Xavier Desfougeres)	1
NSII Service Line Chief (Mr Antonio Calderon)	1
NSII Project Manager (Mr Florian Bormand)	1
Registry (for distribution)	1
All NATEXs	

**INVITATION FOR BID**

**RFQ-CO-115283-NATINAMDS**

**Hardware for Installation of the local AirC2 System Accession to  
NATO of the Republic of North Macedonia**



**Book I – Bidding Instructions**

**CONTENTS**

**SECTION I – INTRODUCTION ..... 3**

**SECTION II - GENERAL BIDDING INFORMATION..... 5**

2.1 DEFINITIONS..... 5

2.2 ELIGIBILITY..... 5

2.3 BID DELIVERY AND BID CLOSING ..... 6

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE..... 6

2.5 PURCHASER POINT OF CONTACT ..... 6

2.6 REQUESTS FOR RFQ CLARIFICATIONS ..... 7

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS..... 7

2.8 AMENDMENT OF THE REQUEST FOR QUOTATION ..... 7

2.9 MODIFICATION AND WITHDRAWAL OF BIDS ..... 8

2.10 BID VALIDITY..... 8

2.11 BID GUARANTEE..... 9

2.12 CANCELLATION OF REQUEST FOR QUOTATIONS..... 9

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA ..... 9

**SECTION III - BID PREPARATION INSTRUCTIONS ..... 10**

3.1 GENERAL ..... 10

3.2 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART I) ..... 10

3.3 PRICE QUOTATION (PART II) ..... 11

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART III)..... 13

3.5 PACKAGING AND MARKING OF BIDS ..... 14

**4. SECTION IV - BID EVALUATION ..... 15**

4.1 GENERAL ..... 15

4.2 ADMINISTRATIVE CRITERIA ..... 16

4.3 PRICE CRITERIA ..... 16

4.4 PRICE REALISM ..... 17

4.5 TECHNICAL CRITERIA..... 18

**ANNEX A – BIDDING SHEETS..... 20**

**ANNEX A-1 BIDDING SHEETS ..... 21**

**ANNEX A-2 INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS..... 22**

**ANNEX B - CERTIFICATES..... 23**

## SECTION I – INTRODUCTION

- 1.1 The purpose of this RFQ is to establish a Contract for the provision of Hardware for Installation of the local AirC2 System Accession to NATO of the Republic of North Macedonia.
- 1.2 The Prospective Contract (Book II) requires the selected Contractor to deliver Hardware for the MASE and Voice Loop project., This will be achieved within the framework of the contract resulting from this RFQ by means of performance of CLINs further defined in the SOW and summarised hereinafter as follows:  
  
CLINs 1 to 12: Base Contract (Evaluated)  
CLINs 13 to 21: Contract Options (Evaluated)
- 1.3 Accordingly, price evaluation will be based on the total firm fixed price for all CLINs 1 through 21, but the Base Contract shall consist of CLINs 1 through 12 only.
- 1.4 The Contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the Contract Schedule of Supplies and Services (Book II Part I).
- 1.5 This Request for Quotation is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreement set forth in the NATO document AC/4-D(2019)0004 (INV). Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations to the project as per paragraph 2.1.6 of Section II of the Bidding Instructions and that have established a Basic Ordering Agreement (BOA) with the NCI Agency in force at the time of the issuance of this Request for Quotation.
- 1.6 The security of this Invitation for Bid is “NATO UNCLASSIFIED”.
- 1.7 This Request for Quotation will not be the subject of a public bid opening.
- 1.8 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest priced, compliant Bidder.
- 1.9 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.10 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in paragraph 2.6 of Section II of the Bidding Instructions entitled "Requests for RFQ Clarifications".

1.11 The target date for contract award is November 2020.



## SECTION II - GENERAL BIDDING INFORMATION

### 2.1 DEFINITIONS

- 2.1.1 The term "Assembly" as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term "Basic Ordering Agreement" (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.
- 2.1.3 The term "Bidder" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.4 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.5 The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.6 The term "Participating Country" as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.7 The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).
- 2.1.8 The term "Sub-Assembly" as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

### 2.2 ELIGIBILITY

- 2.2.1 Only firms which hold an active Basic Ordering Agreement (BOA) with the NCI Agency are eligible to take part in this RFQ. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.

- 2.2.2 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.4 The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

### 2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 All Bids shall be in the possession of the Purchaser at the address given below in paragraph 2.3.2 **before 14:00 hours (Brussels Time) on 08 October 2020** at which time and date bidding shall be closed.
- 2.3.2 Bids shall be delivered to the following e-mail address:

Attention: Ms Elif Bailey  
E-mail: [Elif.Bailey@ncia.nato.int](mailto:Elif.Bailey@ncia.nato.int)

- 2.3.3 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "late bids" and shall not be considered for award. Upon receipt of a late bid, the sender shall be notified that their bid arrived after the bid closing.

### 2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

All questions and requests for extension of bid closing date must be submitted in writing by e-mail. Such questions shall be forwarded to the point of contact specified in paragraph 2.5 below and shall arrive not later than seven (7) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the bidding date are at the discretion of the Purchaser.

### 2.5 PURCHASER POINT OF CONTACT

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

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

Attention: Ms Elif Bailey  
Tel: +32 2 707 2259  
E-mail: [Elif.Bailey@ncia.nato.int](mailto:Elif.Bailey@ncia.nato.int)

## **2.6 REQUESTS FOR RFQ CLARIFICATIONS**

- 2.6.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this RFQ.
- 2.6.2 All questions and requests for clarification must be submitted in writing by e-mail. All questions and requests must reference the section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the point of contact specified in paragraph 2.5 above and shall arrive not later than seven (7) calendar days prior to the stated “Bid Closing Date”. The Purchaser is under no obligation to answer questions submitted after this time.
- 2.6.3 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.6.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ. Amendments to the language of the RFQ included in the answers shall be incorporated by the Bidder in his offer.

## **2.7 REQUESTS FOR WAIVERS AND DEVIATIONS**

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

## **2.8 AMENDMENT OF THE REQUEST FOR QUOTATION**

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the

Acknowledgement of Receipt which the bidder shall complete and enclose as part of his bid. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.

- 2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders' to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.

## **2.9 MODIFICATION AND WITHDRAWAL OF BIDS**

- 2.9.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.
- 2.9.2 Modifications to bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Bids", except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified bid, the modification may then be opened. If the modification makes the terms of the bid more favourable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.
- 2.9.3 A Bidder may withdraw his bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid.
- 2.9.4 Except as provided in paragraph 2.10.4(b) below, a Bidder may withdraw his bid after Bid Opening only by forfeiture of the Bid Guarantee.

## **2.10 BID VALIDITY**

- 2.10.1 Bidders shall be bound by the term of their bids for a period of 3 months starting from the Bid Closing Date specified at paragraph 2.3.1 above.
- 2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove

insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all bids which remain under consideration for award.

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

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

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

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

## **2.11 BID GUARANTEE**

In light of the urgency of the requirement and in light of the customary administrative time necessary for the bidders' to obtain the issuance of a bid guarantee, for the purpose of the submission of bids in response to this RFQ, the Purchaser voids any requirement for Bid Guarantees.

## **2.12 CANCELLATION OF REQUEST FOR QUOTATIONS**

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

## **2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA**

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

## SECTION III - BID PREPARATION INSTRUCTIONS

### 3.1 GENERAL

- 3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.
- 3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids, which are not complete, will be declared non-compliant.
- 3.1.3 The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements.
- 3.1.4 Bidders shall prepare their bid in 3 parts in the following quantities:
- |                                    |   |
|------------------------------------|---|
| (a) Administrative Envelope        | Electronic: 1 scanned PDF copy sent via e-mail, with physical signatures, and not larger than 20MB total.                             |
| (b) Price Quotation (Part II):     | Electronic: 1 Excel copy and 1 digitally signed PDF copy sent via e-mail on the provided template(s), and not larger than 20MB total. |
| (c) Technical Proposal (Part III): | Electronic: 1 PDF copy sent via e-mail, and not larger than 20MB total  |
- 3.1.5 Bidders shall classify their response in accordance with the classification of the RFQ.
- 3.1.6 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.

### 3.2 PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART I)

- 3.2.1 In this Envelope the bidder shall include the signed originals of the certifications set forth in Annex B hereto, specifically:
- (a) Annex B-1 CERTIFICATE OF LEGAL NAME OF BIDDER
  - (b) Annex B-2 CERTIFICATE OF INDEPENDENT DETERMINATION
  - (c) Annex B-3 CERTIFICATE OF BID VALIDITY

- (d) Annex B-4 CERTIFICATE OF UNDERSTANDING
- (e) Annex B-5 CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES
- (f) Annex B-6 ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS (if applicable)
- (g) Annex B-7 DISCLOSURE OF REQUIREMENTS FOR NCIA EXECUTION OF SUPPLEMENTAL AGREEMENTS
- (h) Annex B-8 CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY RIGHTS
- (i) Annex B-9 COMPREHENSION AND ACCEPTANCE OF SPECIAL CONTRACT PROVISIONS AND GENERAL BOA PROVISIONS
- (j) Annex B-10 SUPPLY CHAIN SECURITY SELF-ATTESTATION STATEMENT

### **3.3 PRICE QUOTATION (PART II)**

- 3.3.1 The Purchaser has elected to include options. The performance of tasks and delivery of deliverables associated with these optional CLINs are subject to the unilateral exercise of the option(s) by the Purchaser. No obligation for the parties will arise until such formal exercise has been performed.
- 3.3.2 This package must contain the following documentation:
  - 3.3.2.1 The electronic file “RFQ-CO-115283-NATINAMDS - Book I - Bidding Sheets” submitted as part of this RFQ with all yellow areas filled in.
- 3.3.3 Bidders shall prepare their Price Quotation by completing the yellow highlighted section of the Bidding Sheets referred to above, in accordance with the instructions specified in Annex A-2. The structure of the Bidding Sheets shall not be changed nor should any quantity or item description in the Bidding Sheets. The currency of each line item and sub-item shall be shown.
- 3.3.4 The prices provided shall be intended as the comprehensive total price offered for the fulfillment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.
- 3.3.5 Bidders shall furnish Firm Fixed Prices for all required items, including all optional CLINs, in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. The Contract will be awarded for all CLINs, with CLINs 1 through 12 being the Base Contract and CLINs 13 through 21 being included as Firm Fixed Price Options to the Contract. These Options

may be exercised at the sole discretion of the Purchaser as described in Book II Special Provisions.

- 3.3.6 Offered prices shall not be “conditional” in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the bid is non-compliant. **Partial Bids are not permitted.**
- 3.3.7 Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser’s favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant. The following order of precedence shall apply:
- (a) Electronic Submission
    - a. Digitally signed PDF copy of Bidding Sheets
    - b. Electronic (Excel) copy of Bidding Sheets
- 3.3.8 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- (a) the currency is of a "participating country" in the project, and
  - (b) the Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.3.9 The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, certifies that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.3.10 The Contractor shall be responsible for ensuring that his respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and his respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract.

Bidders are informed that the Purchaser, by virtue of his status is exempt from VAT Article 42 §3 & 3° of VAT Code for Belgium, or Article 151, §1 b of the



Council Directive 2006/112 EC dd. 28 November 2006 on intra-community purchases and/or services. Bidders shall therefore exclude from their Price Quotation all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-5.

- 3.3.11 Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination
- 3.3.12 The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.3.13 When completing the Bidding Sheets, a price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.
- 3.3.14 The Bidder shall furnish a firm fixed price proposal with fixed labour rates, per hour per year, for all proposed CLINs in this RFQ.
- 3.3.15 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

### **3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART III)**

- 3.4.1 Bidders shall submit their Technical Proposal in one PDF document containing the equipment's technical specification sheets in compliance with the technical specification addressed in the Statement of Work.
- 3.4.2 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the

Technical Proposal. These materials may be included in a separate volume marked as Supplemental Material, but will not be evaluated.

- 3.4.3 The Bidder shall provide details of the warranty provision.
- 3.4.4 The Contractor shall provide the manufacturer's warranty for all material provided under this Contract.

### **3.5 PACKAGING AND MARKING OF BIDS**

- 3.5.1 The Bid shall consist of three (3) separate subject emails:
  - 3.5.1.1 For the first e-mail the subject line shall read: "RFQ-CO- 115283-NATINAMDS– Official Bid for [company name] – Part 1 - Administrative Envelope". The e-mail content shall be as described in Paragraph 3.2 above, with no password protection to the file and shall be not larger than 20MB total.
  - 3.5.1.2 For the second e-mail the subject line shall read: "RFQ-CO- 115283-NATINAMDS–Official Bid for [company name] – Part 2 - Price Quotation". The e-mail content shall be as described in Paragraph 3.3 above, with no password protection to the file, and shall be not larger than 20MB total.
  - 3.5.1.3 For the third e-mail the subject line shall read: "RFQ-CO- 115283-NATINAMDS– Official Bid for [company name] – Part 3 – Technical Proposal". The e-mail content shall be as described in Paragraph 3.4 above, with no password protection to the file, and shall be not larger than 20MB total per e-mail. For large Technical Proposals, multiple e-mails may be required to submit the entire package. In such case, Bidders shall clearly indicate the correct order in the e-mail subject line.

## 4. SECTION IV - BID EVALUATION

### 4.1 GENERAL

- 4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in his bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.
- 4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with his bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.
- 4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5 The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.
- 4.1.6 All bids will be evaluated strictly against the evaluation criteria and factors and shall only be evaluated on a comparative basis for the purpose of the Price Evaluation.
- 4.1.7 The Administrative Package of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Bidders whose bids were assessed as administratively non-compliant will be notified only if their proposal is evaluated as the lowest priced bid. Following evaluation for Administrative Compliance, the Price Proposals of all Bidders are opened and ranked lowest to highest, and subsequently the Technical Proposal of the lowest-priced Bidder is evaluated. The Bidder who has offered the lowest priced, technically compliant Bid will be offered the Contract for award.

## 4.2 ADMINISTRATIVE CRITERIA

4.2.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this RFQ. These are as follows:

- (a) The Bid was received by the Bid Closing Date and Time,
- (b) The Bid is packaged and marked properly, including electronic readability of all packages as detailed in paragraph 4.2.2.
- (c) Completeness and formal compliance of the Administrative Package with the provisions of this RFQ and submission of scanned originals of all required certificates.

4.2.2 Receipt of an unreadable electronic bid

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

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

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

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

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

## 4.3 PRICE CRITERIA

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

4.3.2 The basis of price comparison shall be the total price offered for the Base Contract, i.e. CLINs 1 to 12, and the optional CLINs 13 to 21.

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

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

- (a) Total Firm Fixed Price offered for all requested CLINs, including all optional CLINs, in the Bidding Sheets;
- (b) The Bid meets requirements for Price Realism;
- (c) Completeness and formal compliance of the Price Proposal with IFB provisions and Bidding Instructions.

#### **4.4 PRICE REALISM**

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

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

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

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

- (a) An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either: remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- (b) The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such

an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

- (c) The Bidder recognises that the submitted Price Quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

4.4.4 If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of 4.4.3(a) above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.

4.4.5 If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.4.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.4.3(c) above, the Bidder shall agree that the supporting pricing data submitted with his Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of contract signature, that the pricing data will be the for all subsequent negotiations for modifications of or additions to the contract and that no revisions of proposed prices will be made.

4.4.6 If the Bidder presents a convincing rationale pursuant to paragraph 4.4.3 (b) above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

#### **4.5 TECHNICAL CRITERIA**

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

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

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

RFQ-CO-115283-NATINAMDS

Book I – Bidding Instructions

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

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

RFQ-CO-115283-NATINAMDS  
Book I – Bidding Instructions

## **ANNEX A – BIDDING SHEETS**

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

Book I Page 20 of 38



**Annex A-1 Bidding Sheets**

(see separate Excel file, “RFQ-CO-115283-NATINAMDS - Book I - Bidding Sheets”)

**Annex A-2 Instructions for the preparation of bidding sheets**

1. Bidders are required, in preparing their Price Quotation to utilise the Bidding Sheets following the instructions detailed in Section III – Bid Preparation Instructions and hereunder. Input cells are colour coded YELLOW. Modify other cells as required and in accordance with the instructions below.
2. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
3. The total price shall be indicated in the appropriate columns and in the currency quoted.
4. The total evaluated price shall be the price of the **Base Contract and the Evaluated Options**.
5. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies.
6. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices.
7. Prices shall not include any provision for taxes or duties, for which the Purchaser is exempt.

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

RFQ-CO-115283-NATINAMDS  
Book I – Bidding Instructions

## **ANNEX B - CERTIFICATES**

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

Book I Page 23 of 38

**Annex B-1. CERTIFICATE OF LEGAL NAME OF BIDDER**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

FAX NO: \_\_\_\_\_

BOA NO: \_\_\_\_\_

POINT OF CONTACT:  
REGARDING THIS BID: NAME: \_\_\_\_\_

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

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

E-MAIL ADDRESS: \_\_\_\_\_

ALTERNATIVE POINT OF CONTACT:  
NAME: \_\_\_\_\_

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

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

E-MAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORISED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**Annex B-2. CERTIFICATE OF INDEPENDENT DETERMINATION**

1. Each Bidder shall certify that in connection with this procurement:
  - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
  - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
  - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
  
2. Each person signing this Bid shall also certify that:
  - a. He is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
  - b. (i) He is not the person in the Bidder's organisation responsible within that organisation for the bid but that he has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
  - (ii) He has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**Annex B-3. CERTIFICATE OF BID VALIDITY**

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of three (3) months from the Bid Closing Date of this Request for Quotation.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**Annex B-4. CERTIFICATE OF UNDERSTANDING**

I certify that

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**Annex B-5. CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND  
CHARGES**

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company



**Annex B-6. ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS**

I confirm that the following Amendments to RFQ-CO-115278-NATINAMDS have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

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

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

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

2. These supplemental agreements are listed as follows:

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

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

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

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

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

- (a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
- (b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country. (A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provided and replaced as an entity)\*; and
- (c) The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

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

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

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

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

[Name Contractor]

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

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

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

I can supply supporting evidence if required.

Date

Signature of Authorised Representative

Printed Name

Title

Company

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

### **Annex A-3 Supply Chain Security Program Governance**

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

### **Annex A-4 Security in Manufacturing and Operations**

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

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

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

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

#### **Annex A-5 Security in Logistics**

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

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

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

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

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

## **Annex A-6 NATO Procurement and Sustainment Information Protection**

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

## **Annex A-7 Vendor Physical and Personnel Security**

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



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

## **Annex A-8 Security in Service Management**

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

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

#### **Annex A-9 Security in Incident Management**

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

#### **Annex A-10 3rd Party Supplier Management**

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

**BOOK II**

**PROSPECTIVE CONTRACT**

**RFQ-CO-115283-NATINAMDS**

**Hardware for Installation of the local AirC2 System Accession to  
NATO of the Republic of North Macedonia**



INDEX

NCI AGENCY CONTRACT

PART I – SCHEDULE OF SUPPLIES AND SERVICES ..... 4

PART II – CONTRACT SPECIAL PROVISIONS ..... 5

ARTICLE 1 DEFINITIONS..... 5

ARTICLE 2 ORDER OF PRECEDENCE ..... 5

ARTICLE 3 PARTICIPATING COUNTRIES ..... 6

ARTICLE 4 SCOPE OF WORK..... 6

ARTICLE 5 SUB-CONTRACTORS ..... 6

ARTICLE 6 FIRM FIXED PRICE ..... 6

ARTICLE 7 COMPREHENSION OF CONTRACT AND SPECIFICATIONS ..... 7

ARTICLE 8 SUPPLEMENTAL AGREEMENTS ..... 7

ARTICLE 9 PLACE AND TERMS OF DELIVERY ..... 8

ARTICLE 10 TITLE AND RISK OF LOSS..... 8

ARTICLE 11 CHANGES..... 8

ARTICLE 12 CONTRACT ADMINISTRATION..... 9

ARTICLE 13 RELEASE OF INFORMATION ..... 10

ARTICLE 14 LIQUIDATED DAMAGES..... 10

ARTICLE 15 WARRANTY..... 11

ARTICLE 16 INVOICES AND PAYMENT ..... 11

ARTICLE 17 OPTIONS..... 12

<b>NCI AGENCY CONTRACT</b>	
<b>1. Original Number ___ of 3</b>	<b>2. Accounting Data :</b>
<b>3. Contract Number: CO-115283-NATINAMDS</b>	<b>4. Effective date:</b>
<b>5. Contractor:</b>	<b>6. Purchaser: NCIO represented by:</b> The General Manager NCI Agency Boulevard Leopold III B-1110 Bruxelles Tel: +32(0)2 707 8591 Fax: +32(0)2 707 8770
<b>7. CONTRACT SCOPE:</b> This is a fixed-price Contract for the procurement of hardware to be installed by NATO in the Air Operations Centre (AOC) of North Macedonia. The Contractor shall deliver the items specified in the Schedule of Supplies and Services in the manner and at the time and location specified in accordance with the terms of this Contract, and more particularly, in the Statement Of Work.	
<b>8. TOTAL AMOUNT OF CONTRACT:</b> DDP Destination (Incoterms) FFP _____	
<b>9. PERIOD OF PERFORMANCE</b> EDC + 8 weeks	<b>10. LOCATION OF WORK</b> AOC Drenov Dol, Petrovec, North Macedonia and The Hague, The Netherlands
<b>11. CONTRACT</b> This Contract consists of the following parts and named documents: a) Book II, Part I. Schedule of Supplies and Services b) Book II, Part II. Special Contract Provisions and Annexes c) Book II, Part III. BOA General Contract Provisions. Part II of the Basic Ordering Agreement _____ dated ____, is incorporated herein by reference. d) Book II, Part IV. Statement of Work	
<b>12. Signature of Contractor</b>	<b>13. Signature of Purchaser</b>
<b>14. Name and Title of Signer</b>	<b>15. Name and Title of Signer</b>
<b>16. Date signed by the Contractor</b>	<b>17. Date signed by the Purchaser</b>

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

RFQ-CO-115283-NATINAMDS  
Book II – The Prospective Contract  
Part I – Schedule of Supplies and Services

**PART I – SCHEDULE OF SUPPLIES AND SERVICES**

**(TO BE COMPLETED AT CONTRACT AWARD)**

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

Book II - Part I - Page 4 of 12

## **PART II – CONTRACT SPECIAL PROVISIONS**

### **ARTICLE 1 DEFINITIONS**

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

### **ARTICLE 2 ORDER OF PRECEDENCE**

- 2.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
  - a. Part I - The Schedule of Supplies and Services
  - b. Part II - The Contract Special Provisions
  - c. Part III – The Terms of the governing Basic Ordering Agreement as specified in Block 11
  - d. Part IV – The Statement of Work

**ARTICLE 3 PARTICIPATING COUNTRIES**

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

**ARTICLE 4 SCOPE OF WORK**

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

**ARTICLE 5 SUB-CONTRACTORS**

- 5.1 The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 5.2 The Contractor shall not place sub-contracts outside the NATO member Nations unless the prior authorisation of the Purchaser has been obtained. Such authorisation will not be granted when the sub-contract involves the carrying out of classified work.

**ARTICLE 6 FIRM FIXED PRICE**

- 6.1 This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.
- 6.2 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract.
- 6.3 The Total Contract price is inclusive of all expenses related to the performance of the present contract.
- 6.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2000).



**ARTICLE 7 COMPREHENSION OF CONTRACT AND SPECIFICATIONS**

- 7.1 The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.
- 7.2 The specifications set forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.
- 7.3 The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.
- a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or
  - b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.
- 7.4 Notwithstanding the "Changes" clause of the BOA or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

**ARTICLE 8 SUPPLEMENTAL AGREEMENTS**

- 8.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause "Termination for Default" of NCI Basic Ordering Agreement, General Provisions.
- 8.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental

authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor.

**ARTICLE 9 PLACE AND TERMS OF DELIVERY**

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

**ARTICLE 10 TITLE AND RISK OF LOSS**

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

**ARTICLE 11 CHANGES**

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

**ARTICLE 12 CONTRACT ADMINISTRATION**

- 12.1 The Purchaser reserves the right to re-assign this contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for his obligations under the contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 12.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.
- 12.3 Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official points of contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.
- 12.4 Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.
- 12.5 All notices and communications shall be effective on receipt.
- 12.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency	
For contractual matters:  Attn: Ms Elif Bailey, Senior Contracting Assistant Tel: +32 2 707 2259 E-mail: <a href="mailto:Elif.Bailey@ncia.nato.int">Elif.Bailey@ncia.nato.int</a>	For contractual matters: Attn:  Tel: Fax: E-mail:
For technical/project management matters:  Attn: XXX Tel: XXX E-mail: XXX	For technical/project management matters: Attn:  Tel: Fax: E-mail:

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

**ARTICLE 13 RELEASE OF INFORMATION**

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

**ARTICLE 14 LIQUIDATED DAMAGES**

- 14.1 If the Contractor fails to meet the delivery schedule of the items required under this contract at the times specified in the Delivery Schedule of this Contract, or any agreed extension thereto, the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the Purchaser fixed and agreed liquidated damages of EUR 300 for each day of delivery delay of the respective Contract CLINs. These liquidated damages will begin to accrue on the first day after the date on which delivery was to have been made and/or the milestone was to have been reached.
- 14.2 In addition, the Purchaser may terminate this contract in whole or in part as provided in Clause 19 ("Termination for Default") of the BOA General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 14.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 19 of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgement the findings of fact justify an extension.
- 14.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the applicable payment for the line item in the Schedule of Supplies. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (15%) of the total value of the Contract.
- 14.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
  - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
  - c. By reclaiming such damages through appropriate legal remedies.

**ARTICLE 15 WARRANTY**

- 15.1 The Contractor shall provide the standard manufacturer's warranty for all material provided under this Contract. The warranty period shall be 12 Months starting from Final Acceptance which shall coincide with the acceptance of the last delivery under this contract.
- 15.2 For this purpose the Contractor shall provide exact warranty conditions by type of equipment and detailed handling instructions, including information of Points of Contact to be contacted in case of a warranty claim.

**ARTICLE 16 INVOICES AND PAYMENT**

- 16.1 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified for the relevant portion of the Contract.
- 16.2 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 16.3 No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.
- 16.4 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 16.5 The Contractor shall be entitled to invoice 100% of the total amount of the Base Contract, only after the successful delivery of CLINs 1 through 12 as well as Purchaser's inspection and acceptance on the basis of proper inventory and delivery documentation to be provided by the Contractor.
- 16.6 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause "Taxes and Duties" of the NCI Agency Basic Ordering Agreement, General Provisions.
- 16.7 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 16.8 The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain: Contract number, Purchase Order number, Contract Amendment number (if any) and the Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services.
- 16.9 The invoice shall contain the following certificate:

*"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received."*

The certificate shall be signed by a duly authorised company official on the designated original.

- 16.10 Invoices referencing “**CO-115283-NATINAMDS / PO TBD**” shall be submitted in electronic format to:

[accountspayable@ncia.nato.int](mailto:accountspayable@ncia.nato.int)

An Electronic copy shall be sent to the Contracting Assistant, at the email address specified in the clause “Contract Administration”.

- 16.11 NCI Agency will make payment within 60 days of receipt by NCI Agency of a properly prepared and documented invoice.

## ARTICLE 17      OPTIONS

- 17.1 The Purchaser may unilaterally exercise any Option(s) listed in the Schedule of Supplies and Services from EDC to EDC + 8 weeks.
- 17.2 This unilateral exercise shall be via a formal contract amendment, effective on the date of Purchaser signature, and communicated in accordance with ARTICLE 12. In no event shall the Contractor engage in the performance of any options or part thereof without the written consent of the Purchaser Contracting Authority.
- 17.3 This unilateral right does not create an obligation on the part of the Purchaser to exercise any Option(s).

**N A T O   U N C L A S S I F I E D**



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

**RFQ - CO - 115283 - NATINAMDS**

**BASIC ORDERING AGREEMENT  
GENERAL TERMS AND CONDITIONS**

**N A T O   U N C L A S S I F I E D**

**NATO UNCLASSIFIED**

TABLE OF CONTENTS

SIGNATURE PAGE

BASIC ORDERING AGREEMENT WITH NCI AGENCY ..... 1

PART I - SPECIAL PROVISIONS ..... 2

    1. TERM ..... 2

    2. DEFINITIONS ..... 2

    3. ELIGIBLE PURCHASERS ..... 3

    4. ORDERING PROCEDURE ..... 4

    5. DELIVERY ..... 4

    6. PRICES ..... 4

    7. WARRANTY ..... 5

    8. PAYMENTS ..... 5

    9. SUPPLEMENTAL AGREEMENTS ..... 6

    10. MISCELLANEOUS ..... 6

PART II - GENERAL PROVISIONS ..... 1

    1. NOTICE OF SHIPMENT ..... 1

    2. CONTRACTOR PERSONNEL WORKING AT PURCHASER'S FACILITIES . 1

    3. PURCHASER FURNISHED PROPERTY ..... 2

    4. INDEMNIFICATION ..... 3

    5. TITLE AND RISK OF LOSS ..... 3

    6. TRANSFER REQUIREMENTS ..... 4

    7. INSPECTION, ACCEPTANCE AND REJECTION OF DELIVERABLES ..... 4

    8. INSPECTION, ACCEPTANCE AND REJECTION OF SERVICES ..... 6

    9. PRICE FIXING ..... 7

    10. TAXES AND DUTIES ..... 9

    11. INVOICES ..... 10

    12. CHANGES ..... 10

    13. PURCHASER DELAY OF WORK ..... 11

    14. STOP WORK ORDER ..... 12

    15. ORDER OF PRECEDENCE ..... 13

    16. APPLICABLE LAW ..... 13

    17. DISPUTES AND ARBITRATION ..... 13

    18. DELAYS IN DELIVERY ..... 14

    19. TERMINATION FOR DEFAULT ..... 14

    20. TERMINATION FOR CONVENIENCE OF THE PURCHASER ..... 16

    21. SUB-CONTRACTS ..... 21

    22. PATENT AND COPYRIGHT INDEMNIFICATION ..... 21

    23. CLAIMS ..... 22

    24. RELEASE OF CLAIMS ..... 23

    25. EXTRAS ..... 23

    26. LANGUAGE ..... 23

    27. SECURITY ..... 23

    28. HEALTH, SAFETY AND ACCIDENT PREVENTION ..... 25

    29. RELEASE OF INFORMATION ..... 25

    30. FORCE MAJEURE ..... 25

    31. RIGHTS IN TECHNICAL DATA ..... 25

    32. COMPANY'S RESPONSIBILITY ON ACCURACY OF THE COMPANY'S  
    DATA ..... 26



**NATO UNCLASSIFIED**

APPENDIX 1 TO PART II - PURCHASER'S PRICING PRINCIPLES..... 27  
EXHIBIT A – PREFERRED CUSTOMER CERTIFICATE..... 1  
EXHIBIT B – AUTHORISATION TO USE BOA BY NATO CONTRACTORS  
(Template)..... 2  
EXHIBIT C – PURCHASE ORDER (Template) ..... 3

**N A T O   U N C L A S S I F I E D**

**BASIC ORDERING AGREEMENT WITH NCI AGENCY**

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

Company has entered into this Agreement for and on behalf of itself. The geographic scope of this Agreement shall extend to the current member countries of the North Atlantic Treaty.

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

- Part I                           -- Special Provisions
- Part II                           -- General Provisions
- Appendix 1 to Part II -- Purchaser's Pricing Principles
- Exhibit A                       -- Preferred Customer Certificate
- Exhibit B                       -- Authorisation for NATO Contractors to use BOA
- Exhibit C                       -- Task Order (Template)

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

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

NCI AGENCY  
Boulevard Leopold III  
B-1110 Brussels, Belgium

[Company Name]  
[ADDRESS]

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

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

Date:

Date:

**NATO UNCLASSIFIED**

**PART I - SPECIAL PROVISIONS**

**1. TERM**

- 1.1 This Agreement shall become effective (the "Effective Date") upon the date of last signature by the Parties. It will automatically expire after 3 (three) years from the signature date. Should either Party wish to terminate the Agreement, it has to communicate to the other Party in written form its intention with 30 (thirty) days notice.
- 1.2 Any expiration or termination of this Agreement will not alter the rights, duties and obligations of Company or Purchaser, or any discounts granted, for any Orders accepted by Company under this Agreement prior to the date of expiration or termination of the Agreement.

**2. DEFINITIONS**

- 2.1 "Authorised Representative of Company" means [please specify position. ]
- 2.2 "Authorised Representative of NATO, NATO Body or NATO Member Nation" means the General Manager, the Director of Acquisition or the Chief of Contracts of NCI Agency and any designated representative of an Eligible Purchaser.
- 2.3 "Contractor" means any entity working on a project for any Eligible Purchaser.
- 2.4 "Deliverable" means any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation components, intermediate assemblies, parts, end products, hardware, documentation, data, software.
- 2.5 "Effective Date" is the date specified on the signature page when the Initial Term of this Agreement begins.
- 2.6 "Eligible Purchaser" or "Purchaser" means the entity identified in 3.0 below which may benefit of the Terms and Conditions of this agreement, if they express so in any subsequent agreement between them and Company.
- 2.7 "Governmental Agency" means any governmental agency, including military forces, of a NATO Member Nation.
- 2.8 "Member Nation" means any of the Member Nations of NATO.
- 2.9 "NATO" means the North Atlantic Treaty Organisation.

## NATO UNCLASSIFIED

- 2.10 "NATO Body" means any entity created by the North Atlantic Council (or Defence Planning Committee) and to which either the Agreement on the Status of the North Atlantic Treaty Organisation, National Representatives and International Staff (20 September 1951) or the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (28th August 1952) applies.
- 2.11 "Order" means any instrument/document, e.g. Purchase Order or Task Order, used for the procuring of Products and/or Services under this Agreement.
- 2.12 CompanyCompanyCompany"Parties" means NCI Agency and Company.
- 2.13 "Partnership for Peace (PfP) Countries" means those countries who are signatories to the Partnership for Peace Agreement dated 10 January 1994.
- 2.14 "Products" means Hardware, Software, Facilities, People and underlying processes.
- 2.14.1 "Hardware" means the tangible mechanical, magnetic, electronic, and electrical components of Products.
- 2.14.2 "Software" shall mean each software program provided by Company in machine readable, object, printed or interpreted form.
- 2.14.3 "Facilities" means premises and their furnished equipment.
- 2.14.4 "People" means manpower supplied as temporary personnel.
- 2.15 "Services" means all items included in the 'List of Product and Services Categories considered for BOA Application' of the relevant 'Procedures governing the use of Basic Ordering Agreements (BOAs)' version.
- 2.16 "Standard Terms and Conditions" are the Terms and Conditions contained in this Agreement.
- 2.17 "Sub-contract" means any Agreement, Contract or Order made by Company with any other party in order to fulfil any part of an Order.
- 2.18 "Sub-contractor" means any party directly or indirectly under a "sub-contract".

### 3. ELIGIBLE PURCHASERS

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

## **NATO UNCLASSIFIED**

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

### **4. ORDERING PROCEDURE**

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

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

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

4.2 In the case of the Purchaser being a Governmental Agency or a Contractor performing work on behalf of NATO, NATO Bodies or NATO Member Nations, Company may request the Authorised Representative of NATO, NATO Bodies or NATO Member Nations, to verify that the Purchaser is eligible to use the Agreement.

4.3 Assignment: Authorised Representatives of NATO, NATO Bodies or NATO Member Nations may assign Orders at their discretion provided there is no further change to the terms of the Order, especially as regards payment. Company reserves the right to approve any assignment.

4.4 In the case of the Purchaser being a Contractor, Company may request the Authorised Representative of NCI Agency or Eligible Purchaser to verify that the Contractor is in fact performing work on a project or for an Eligible Purchaser of a NATO Member Nation and that the Products and/or Services are required for such purpose and the Authorised Representative of Eligible Purchaser shall provide such verification in the form of Exhibit B.

### **5. DELIVERY**

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

### **6. PRICES**

6.1 All Products prices shall be quoted as firm prices and all Services' prices shall be quoted as firm rates per particular time units by labour category in accordance with Exhibit A pricing practices as disclosed and agreed to by NCI Agency or any other Eligible Purchaser.

**N A T O   U N C L A S S I F I E D**

- 6.2 All Product prices are quoted DDP Destination and all Product shipments and deliveries shall be effected on this basis, notwithstanding any other provision of this Agreement or order placed hereunder.

**7. WARRANTY**

- 7.1 Hardware Warranty. Unless otherwise agreed between the Purchaser and Company, or as otherwise specified, Company warrants its Hardware against defects in workmanship of materials for two (2) years from the date of either shipment or Company-performed installation. The Purchaser should return the Hardware Company and bear the cost of outbound carriage. Company will carry out and repair and bear the cost of return carriage to the Purchaser. The repaired unit will be shipped within a maximum of *[specify period]* working days from the receipt at the repair facility, or as otherwise specified and agreed in the Order.
- 7.2 Software Warranty. Company warrants that each Software delivered will conform to all requirements specified in the Order. This will also include Software design specifications, including software configuration. Regardless of the Purchaser initiation of or participation in developing Software design or specifications, each Software delivered under this Contract will conform to the essential Performance requirements set forth in this Contract, as those essential Performance requirements measured, tested, and verified by tests and procedures set forth in the Order. For each Software delivered the Contractor Warranties shall extend to all defects discovered within 12 months from the date of acceptance of the Software by the Purchaser.
- 7.3 People Warranty. Company warrants to provide professional Temporary personnel, qualified as specified in the Order. Should the person(s) be unable or unwilling to perform the tasks specified in the Order, as determined by the Purchaser or his authorized representative within a reasonable timeframe, the Company warrants to provide a suitable replacement within *[specify period]* days.

**8. PAYMENTS**

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

COMPANY  
Attn.:  
For Electronic Funds Transfer:  
Account Name:  
Bank Name  
Account Number:  
ABA/SWIFT Number/Sort Code: |

**NATO UNCLASSIFIED**

**9. SUPPLEMENTAL AGREEMENTS**

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

**10. MISCELLANEOUS**

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

**NATO UNCLASSIFIED**

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

Company:

Name:  
Title:  
Department:  
Address:  
Tel:  
e-mail: |

NCI Agency:

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



**N A T O   U N C L A S S I F I E D**

PART II - GENERAL PROVISIONS

**PART II - GENERAL PROVISIONS**

**1. NOTICE OF SHIPMENT**

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

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

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

## **NATO UNCLASSIFIED**

### **PART II - GENERAL PROVISIONS**

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

### **3. PURCHASER FURNISHED PROPERTY**

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

## **NATO UNCLASSIFIED**

### **PART II - GENERAL PROVISIONS**

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

#### **4. INDEMNIFICATION**

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

#### **5. TITLE AND RISK OF LOSS**

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

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

### **PART II - GENERAL PROVISIONS**

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

## **6. TRANSFER REQUIREMENTS**

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

## **7. INSPECTION, ACCEPTANCE AND REJECTION OF DELIVERABLES**

- 7.1 Unless otherwise specifically provided for in the Order, all Deliverable Products covered by this Agreement, shall be compliant with appropriate professional standards and fit for the purposes intended. Hardware, materials and supplies incorporated in the work covered by this Agreement are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Agreement. All workmanship shall be as required under the Order or, if not specified, best commercial (National and International) standard.
- 7.2 All Products may be subject to inspection and test by the Purchaser, or his authorised representative to the extent practicable at all times and places prior to acceptance, including the period of manufacture, or after delivery, or as otherwise specified in the Order.
- 7.3 No representative, appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Order, shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with the clause of this Agreement entitled "Changes".
- 7.4 The presence or absence of a Purchaser representative shall not relieve Company from any of the requirements of this Agreement.
- 7.5 In the event that any Deliverable Products are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of the order, including any characteristic or condition which is or becomes at variance to the performance specifications and to the intended function of the Deliverables, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Products which have been rejected or required to be corrected or replaced shall, at the expense of Company, be removed, or, if permitted or required by the Contracting Authority, corrected in place by Company promptly after notice, and shall not thereafter be tendered for acceptance by Company unless the former rejection or requirement of correction or

**N A T O   U N C L A S S I F I E D**

PART II - GENERAL PROVISIONS

replacement is disclosed. If Company fails promptly to remove, replace or correct such Products, the Purchaser either:

7.5.1 may by Order or otherwise return, replace or correct such Products and charge Company the cost incurred by the Purchaser, or

7.5.2 may terminate this Agreement for default as provided in the clause of this Agreement entitled "Termination for Default".

7.6 Unless Company corrects or replaces such Products within the delivery schedule, the Purchaser may require the delivery of such Products at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of the clause of this Agreement entitled "Disputes".

7.7 If any inspection or test is made by the Purchaser's representatives on the premises of Company or sub-contractor, Company, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The Purchaser representatives shall have the right of access to any area of Company's or his sub-contractor's premises where any part of the contractual work is being performed. If Purchaser inspection or test is made at a point other than the premises of Company or sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Agreement; provided that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Purchaser shall be performed in such a manner as not to unduly delay the work. The Purchaser reserves the right to charge to Company any additional cost of Purchaser inspection and test when Products are not ready at the time such inspection and test is requested by Company or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the Products shall be made as promptly as practicable after delivery, except as otherwise provided in the Order, but failure to inspect and accept or reject Products shall neither relieve Company from responsibility for such Products as are not in accordance with the Order requirements nor impose liability on the Purchaser thereof.

7.8 The inspection and test by the Purchaser of any Products does not relieve Company from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in the Order, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

7.9 Acceptance of Deliverable Products shall take place when the Purchaser confirms acceptance of the Products in accordance with the procedure specified in the Order, or if none is so specified then the Purchaser shall be deemed to have accepted the Products without prejudice to any other remedies, when and as soon as any of the following events have occurred:

## **NATO UNCLASSIFIED**

### **PART II - GENERAL PROVISIONS**

7.9.1 The Purchaser has taken the Products into use subject to 10.4 of the Special Provisions;

7.9.2 The Purchaser has not exercised its right of rejection of the Products within any period specified for that purpose in the Order;

7.10 Unless otherwise specified in this Agreement, Company shall have or establish, implement and maintain an effective and economical quality control system, planned and developed in conjunction with other contractor functions necessary to satisfy the contract requirement. The system shall be acceptable to the Purchaser and its authorised representatives. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality, and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by Company shall be kept complete and available to the Purchaser's representatives during the performance of any Order under this Agreement and for such longer periods as may be specified elsewhere in the Order.

7.11 Product acceptance shall be accomplished by using test procedures and/or programs established by Company which are applicable to the Products, unless otherwise agreed in writing by the Purchaser and Company. Such acceptance shall be at the time of completion of final tests at Company's facilities, except as otherwise specified below. If Purchaser has conveyed in writing its intention to witness final tests in the Order, Company will give Purchaser prior notice of the date of such tests. Purchaser shall be responsible for any charges that may be associated with witnessing said tests. If installation by Company is included in the purchase price, acceptance will be at any installation site specified by the Purchaser, when Company demonstrates that the applicable diagnostic and/or verification programs work properly. If Company's demonstration of the programs at the installation site is delayed for more than fifteen (15) calendar days, except due to the fault of Company, the Products will be deemed accepted.

## **8. INSPECTION, ACCEPTANCE AND REJECTION OF SERVICES**

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

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

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

## NATO UNCLASSIFIED

### PART II - GENERAL PROVISIONS

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

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

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

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

8.4.1 By Order or otherwise, perform the Services and reduce any fee payable by an amount that is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of the clause of this Agreement entitled “Disputes”; or

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

8.5 Acceptance of Services shall take place when the Purchaser confirms their acceptance in accordance with the procedure specified in the Order, or if none is so specified then the Purchaser shall be deemed to have accepted the Services without prejudice to any other remedies, when the Purchaser has not exercised its right of rejection of the Services within any period

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

## 9. PRICE FIXING

9.1 Offers for sole source procurement, changes, modifications, and claims in excess of € 500,000 shall be priced in accordance with this provision and the Purchaser's Pricing Principles as set out in Appendix 1 to this provision, or the National Government Pricing Rules and Regulations for Company's own country where in force.

9.2 This provision shall also apply to follow-on contracts of any nature including maintenance and supply of spare parts which exceed € 500,000. Should such contracts be placed by NATO, NATO Bodies or Governmental Agencies of NATO Member Nations, such organisations shall be entitled to all rights, powers and privileges that the Purchaser has under this Agreement.

9.3 To the extent the Product proposed is a Commercial Off The Shelf (COTS) or COTS derivative item which has been sold to the general public or which is being developed for sale to the general public, including Services normally provided for maintenance and installation, and consistent with, for example, the Rules of the Federal Acquisition Regulation (FAR), said items will be

**N A T O   U N C L A S S I F I E D**

**PART II - GENERAL PROVISIONS**

defined as "COMMERCIAL" and shall not be subject to paragraphs 9.4 or 9.5.

9.3.1 For the purposes of verifying that cost or pricing data submitted in conjunction with paragraphs 9.1 and 9.2 above are accurate, complete and current, the Purchaser shall, until the expiration of 3 (three) years from the date of final payment of all sums due under the Agreement, have the right of access to Company's facilities to examine those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted along with the computations and projections used therein which were available to Company as of the date of Company's price proposal.

9.4 Company, when the price exceeds € 500,000, and subject to paragraph 9.3 above, shall require its Subcontractors to provide to the Purchaser, either directly or indirectly:

9.4.1 cost or pricing data or substantiation of commercial product status;

9.4.2 access to Subcontractor's facilities and records by the National Audit Agency for the purpose of verification of such cost or pricing data; and

9.4.3 a Certificate of Current Cost or Pricing Data when required.

9.5 Price Reduction for Defective Cost or Pricing Data.

9.5.1 If any price, including profit or fee, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because:

9.5.1.1 Company furnished cost or pricing data which was not complete, accurate and current as certified in Company's Certificate of Current Cost or Pricing Data provided in accordance with paragraph 9.6 below.

9.5.1.2 A Subcontractor, pursuant to paragraph 9.4 above or any subcontract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Subcontractor's Certificate of Current Cost or Pricing Data.

9.5.1.3 A Subcontractor or prospective Subcontractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Subcontract cost estimate furnished by Company but which was not complete, accurate and current as of the date certified in Company's Certificate of Current Cost or Pricing Data; or

9.5.1.4 Company or a Sub-contractor or prospective Subcontractor furnished any data, not within paragraphs 9.5.1.1, 9.5.1.2 or 9.5.1.3 above, which was not accurate as submitted

9.5.2 Then the price or cost shall be reduced accordingly and the Order shall be modified in writing as may be necessary to reflect such reductions.

9.6 Certificate of Current Cost or Pricing Data.



**NATO UNCLASSIFIED**

**PART II - GENERAL PROVISIONS**

9.6.1 At the time of negotiating any price, including profit or fee, Company shall be required to submit a Certificate of Current Cost or Pricing Data as required by paragraph 9.4.3.

9.6.2 Such Certificate will certify that, to the best of Company's knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.

9.6.3 All such certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the Company. It is the Company's responsibility to ensure a responsible officer is designated.

[ CERTIFICATE OF CURRENT COST OR PRICING DATA

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

Day/ month/ year

Firm \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Date of Execution ]

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

**10. TAXES AND DUTIES**

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

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

## NATO UNCLASSIFIED

### PART II - GENERAL PROVISIONS

- 10.3 In the event that reimbursement is not made by the authorities concerned, and providing that Company has complied with applicable procedures, Purchaser shall reimburse the full amount of the payments upon receipt of Company's invoice indicating such tax or duty as a separate item or cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced.
- 10.4 Following payment by the Purchaser of the taxes and/or duties pursuant to paragraph 10.3 above, should Company receive a rebate of any amount paid by Purchaser, Company shall immediately notify Purchaser, and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. Company shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.

## 11. INVOICES

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

## 12. CHANGES

- 12.1 The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Order, in any one or more of the following:
- 12.1.1 Specifications (including drawings and designs) except to COTS;
  - 12.1.2 Method and manner of performance of the work;
  - 12.1.3 Marking, method of shipment and packing;
  - 12.1.4 Time and place of delivery; and
  - 12.1.5 Purchaser Furnished Property and Facilities
- 12.2 Any other written or oral order (which, as used in this paragraph 12.2, includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a change order under this clause, provided, that Company gives the Purchaser written notice within thirty (30) days after receipt of such change order stating:

**NATO UNCLASSIFIED**

**PART II - GENERAL PROVISIONS**

12.2.1 the date, circumstances, and source of the order and

12.2.2 that Company regards the order as a change order, and that the order is accepted in writing by the Purchaser as a change order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.

12.3 Except as provided in this clause, no order, statement, or conduct of the Purchaser shall be treated as a change order under this clause or entitle Company to an equitable adjustment.

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

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

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

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

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

**13. PURCHASER DELAY OF WORK**

13.1 If the performance of all or any part of the work is delayed or interrupted by an act of the Purchaser in the administration of the Order, which act is not expressly or implicitly authorised by the Order, or by his failure to act within the time specified in the Order (or within a reasonable time if not time is specified), an adjustment shall be made for any increase in the cost of performance of the Order caused by such a delay or interruption and the Order modified in writing accordingly. Adjustments shall be made also in the delivery or performance dates and any other contractual provision affected by

## **NATO UNCLASSIFIED**

### **PART II - GENERAL PROVISIONS**

such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption:

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

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

13.2 No claim under this clause shall be allowed:

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

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

## **14. STOP WORK ORDER**

14.1 The Purchaser may, at any time, by written order to Company, require Company to stop all, or any part, of the work called for by the Order for a period of 90 (ninety) days after the order is delivered to Company, and for any further period to which the Parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, Company shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the work covered by the order during the period of work stoppage. Within a period of 90 (ninety) days after a stop work order is delivered to Company, or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:

14.1.1 cancel the stop work order, or

14.1.2 terminate the work covered by such order in accordance with par. 20 Termination for Convenience of the Purchaser.

14.2 If a stop work order issued under this clause is cancelled or the period of the order or any extension thereof expires, Company shall resume work. An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Order shall be modified in writing accordingly, if:

14.2.1 the stop work order results in an increase in the time required for, or in Company's cost properly allocable to, the performance of any part of the Order, and

14.2.2 Company asserts a claim for such adjustment within 30 (thirty) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under any Order.

14.3 If a stop order is not cancelled and the work covered by such order is terminated for the convenience of the Purchaser, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

## **NATO UNCLASSIFIED**

### **PART II - GENERAL PROVISIONS**

#### **15. ORDER OF PRECEDENCE**

15.1 In the case of any inconsistencies herein, the order of precedence of the contractual documents is as follows:

15.1.1 the Special Provisions

15.1.2 the General Provisions

15.1.3 Exhibits and Appendices,

15.2 Except where inconsistency between the terms of this Agreement and those contained in any Order have been expressly agreed between the Purchaser and Company, the terms of this Agreement shall take precedence.

#### **16. APPLICABLE LAW**

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

#### **17. DISPUTES AND ARBITRATION**

17.1 In the event of a dispute under this Agreement or any Order issued hereunder, the Parties shall attempt to settle their difference in an amicable manner. However, in the event that a settlement cannot be made under this Agreement within a reasonable period of time, the Parties agree to institute arbitration proceedings in the manner provided in the following Arbitration provision and such disputes shall finally be settled thereby, unless otherwise agreed between the Purchaser and Company.

17.1.1 Company agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which Company had beforehand identified and submitted to the Purchaser for decision. The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Purchaser.

17.1.2 The party instituting the arbitration proceedings shall advise the other party by registered letter, with official notice of delivery, of his desire to have recourse to arbitration. Within a period of 30 (thirty) days from the date of receipt of this letter, the parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by Company and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the parties fail to appoint an arbitrator during the 15 (fifteen) days following the expiration of the first period of 30 (thirty) days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within 30 (thirty) days following the expiration of the said first period, the appointment shall be made, within 21 (twenty-one)

## **NATO UNCLASSIFIED**

### **PART II - GENERAL PROVISIONS**

days, at the request of the party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

17.1.3 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.

17.1.4 Any arbitrator must be of the nationality of any one of the NATO Member Nations and shall be bound by the rules of security in force within NATO.

17.1.5 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the NATO Member Nations, be bound by the rules of security in force within NATO; if he is of another nationality, no NATO classified documents or information shall be communicated to him.

17.1.6 An arbitrator who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in paragraph 17.1.2 above.

17.1.7 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Agreement.

17.1.8 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.

17.2 The place of arbitration shall be Brussels, Belgium, in the case of dispute under this Agreement or under any subsequent Order between Company and NCI Agency, and shall be the country of the Purchaser in the case of a dispute between Company and any other Purchaser, unless otherwise agreed between the Purchaser and Company.

## **18. DELAYS IN DELIVERY**

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

## **19. TERMINATION FOR DEFAULT**

19.1 The Purchaser may, subject to the provisions of paragraph 19.3 below, by written notice of default to Company, terminate the whole or any part of an Order in any one of the following circumstances:

19.1.1 if Company fails to make delivery of the Products or to perform the Services within the time specified herein or any extension thereof; or

**NATO UNCLASSIFIED**

**PART II - GENERAL PROVISIONS**

19.1.2 if Company fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of an Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Purchaser may authorize in writing) after receipt of notice in writing from the Purchaser specifying such failure.

19.2 In the event the Purchaser terminates an Order in whole or in part, as provided in paragraph 19.1 of this clause, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, Products or Services similar to those so terminated, and Company shall be liable to the Purchaser for any excess costs for such similar Products or Services. However, Company shall continue the performance of an Order to the extent not terminated under the provisions of this clause.

19.3 Except with respect to defaults of sub-contractors, Company shall not be liable for any excess costs if the failure to perform the Order arises out of causes beyond the control and without the fault or negligence of Company. Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of the Purchaser in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of Company. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both Company and sub-contractor, without the fault or negligence of either of them, Company shall not be liable for any excess costs for failure to perform unless the Products or Services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit Company to meet the required delivery schedule.

19.4 If an Order is terminated as provided in paragraph 19.1 of this clause, the Purchaser, in addition to any other rights provided in this clause, may require Company to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:

19.4.1 any completed Products, and

19.4.2 such partially completed Products and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as Company has specifically produced or specifically acquired for the performance of such part of an Order as has been terminated;

19.4.3 and Company shall, upon direction of the Purchaser, protect and preserve property in the possession of Company in which the Purchaser has an interest. Payment for completed Products delivered to and accepted by the Purchaser shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by Company and Purchaser. Failure to agree to such amount shall be a dispute within the meaning of the clause of this agreement entitled "Disputes and Arbitration". The Purchaser may withhold from amounts otherwise due to Company for such completed Products or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.

**NATO UNCLASSIFIED**

PART II - GENERAL PROVISIONS

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

**20. TERMINATION FOR CONVENIENCE OF THE PURCHASER**

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



**NATO UNCLASSIFIED**

PART II - GENERAL PROVISIONS

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

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

**NATO UNCLASSIFIED**

**PART II - GENERAL PROVISIONS**

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

**N A T O   U N C L A S S I F I E D**

PART II - GENERAL PROVISIONS

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

**NATO UNCLASSIFIED**

PART II - GENERAL PROVISIONS

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

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

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

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

## **NATO UNCLASSIFIED**

### **PART II - GENERAL PROVISIONS**

#### **21. SUB-CONTRACTS**

- 21.1 Company shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which he deems necessary to meet the requirements of the Order in full.
- 21.2 Company shall not place sub-contracts outside the NATO member Nations unless the prior authorisation of the Purchaser has been obtained. Such authorisation will not be granted when the sub-contract involves the carrying out of classified work.
- 21.3 Company shall determine that any sub-contractor proposed by him for the furnishing of supplies or Services which will involve access to classified information in Company's custody has been granted an appropriate facility security clearance by the sub-contractor's national authorities, which is still in effect, prior to being given access to such classified information.
- 21.4 Company shall seek the approval in writing of the Purchaser prior to the placing of any sub-contract if:-
- 21.4.1 the value of the sub-contract is known or estimated to exceed € 125,000, or the equivalent currency;
- 21.4.2 the sub-contract is one of a number of sub-contracts with a single sub-contractor for the same or related Products or Services under the Order that in the aggregate are known or expected to exceed € 125,000.
- 21.5 Company shall submit a copy of any such proposed contract when seeking approval to the Purchaser but such approval by the Purchaser shall in no way relieve Company of his responsibilities to achieve the contractual and technical requirements of the Order.
- 21.6 Company shall, as far as practicable, select sub-contractors on a competitive basis consistent with the objectives and requirements of the Order.

#### **22. PATENT AND COPYRIGHT INDEMNIFICATION**

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

**NATO UNCLASSIFIED**

PART II - GENERAL PROVISIONS

22.3 This indemnity shall not apply under the following circumstances:

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

22.3.2 An infringement resulting from specific written instructions from the Purchaser under this Agreement;

22.3.3 An infringement resulting from changes or additions to the Products and Services subsequent to final delivery and acceptance under this Agreement.

**23. CLAIMS**

23.1 Company shall assert claims in writing and by registered mail, and in accordance with the terms set out below:

23.2 Claims shall be submitted within:

23.2.1 the time specified in the Clause or Article under which Company alleges to have a claim. If no time is specified in the clause or Article under which Company intends to base its claim, the time limit shall be 45 (forty-five) days from the date Company has knowledge or should have had knowledge of the facts on which it bases its claim;

23.2.2 3 (three) months after final payment, release of guarantees or performance bond provided under the Order, whichever occurs last. This shall only apply to those claims for which Company could not have had earlier knowledge and were not foreseeable.

23.3 Company shall be foreclosed unless it presents complete documentary evidence, justification and cost for each of its claims within three months from the assertion date of such claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from Company's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence shall be rejected.

23.3.1 An individual breakdown of cost is required for each element of Company's claims at the time of claim submission or for any material revision of the claim.

23.4 Company shall present, at the time of submission of a claim, an attestation as follows:

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

---

SIGNATURE

23.5 Failure to comply with any of the above requirements shall result in automatic forfeiture of the claim. This foreclosure takes effect in all cases and also where, for example, the claim is based on additional orders, where the facts

## **NATO UNCLASSIFIED**

### **PART II - GENERAL PROVISIONS**

are known to the Purchaser, where the claim is based on defective specifications of the Purchaser or an alleged negligence in the precontractual stage.

- 23.6 No claim arising under this Agreement may be assigned by Company without prior approval of the Purchaser.

### **24. RELEASE OF CLAIMS**

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

24.1.1 Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by Company;

24.1.2 Claims for reimbursement of costs (other than expenses of Company by reason of its indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by Company under the provisions of this Agreement relating to patents.

24.1.3 An infringement resulting from specific written instructions from the Purchaser under the Order.

24.1.4 An infringement resulting from changes or additions to the Products and Services subsequent to final delivery and acceptance under the Order.

### **25. EXTRAS**

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

### **26. LANGUAGE**

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

### **27. SECURITY**

- 27.1 Company shall comply with all security measures as are prescribed by the Purchaser and the National Security Authority or designated Security Agency of each of the NATO Member Nations in which the Agreement is being performed. Company shall be responsible for the safeguarding of classified information, documentation, material and other Products entrusted to him or generated by him in connection with the performance of an Order.

## **NATO UNCLASSIFIED**

### **PART II - GENERAL PROVISIONS**

27.2 In particular Company undertakes to:

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

27.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the National Security Authority or designated Security Agency charged with ensuring that all NATO or National classified information involved in the Order is properly safeguarded;

27.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the National Security Authority or designated Security Agency, any classified documents, plans, photographs or other classified material entrusted to Company;

27.2.4 furnish, on request, information to the National Security Authority or designated Security Agency pertaining to all persons who will be required to have access to NATO or National classified information;

27.2.5 maintain at the work site a current record of its employees at the site who have been cleared for access to NATO or National classified information. The record should show the date and level of clearance;

27.2.6 deny access to NATO or National classified information to any person other than those persons authorised to have such access by the National Security Authority or designated Security Agency;

27.2.7 limit the dissemination of NATO or National classified information to the smallest number of persons as is consistent with the proper execution of the Order;

27.2.8 comply with any request from the National Security Authority or designated Security Agency that persons entrusted with NATO or National classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO Member Nations in which they may have access to classified information;

27.2.9 report to the National Security Authority or designated Security Agency any breaches or suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the National Security Authority or designated Security Agency, e.g. reports on the holdings of NATO or National classified information;

27.2.10 apply to the Purchaser for approval before subcontracting any part of the work, if the subcontract would involve the subcontractor in access to NATO or National classified information, and to place the subcontractor under appropriate security obligations no less stringent than those applied to its own contract;

27.2.11 undertake not to utilise, other than for the specific purpose of the Order, without the prior written permission of the Purchaser or its authorised representative, any NATO

**NATO UNCLASSIFIED**



## **NATO UNCLASSIFIED**

### **PART II - GENERAL PROVISIONS**

or National classified information furnished to him, including all reproductions thereof in connection with the Order, and to return all NATO or National classified information referred to above as well as that developed in connection with the Order, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO or National classified information will be returned at such time as the Purchaser or its authorised representative may direct;

27.2.12 classify any produced document with the highest classification of the NATO or national classified information disclosed in that document.

## **28. HEALTH, SAFETY AND ACCIDENT PREVENTION**

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

## **29. RELEASE OF INFORMATION**

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

## **30. FORCE MAJEURE**

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

## **31. RIGHTS IN TECHNICAL DATA**

31.1 Subject to the rights of third parties and to existing rights of Company arising otherwise than by virtue of the Order, and with due regard to national security regulations, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of the Order, including any technical data specifications, report, drawings, computer software data, computer

**N A T O   U N C L A S S I F I E D**

PART II - GENERAL PROVISIONS

programmes, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and shall be the sole and exclusive property of the Purchaser.

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

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

**N A T O   U N C L A S S I F I E D**

PART II - GENERAL PROVISIONS

**APPENDIX 1 TO PART II - PURCHASER'S PRICING PRINCIPLES**

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

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

A. Allowability of Costs

(1) Allowable Cost

A cost is allowable if the following conditions are fulfilled:

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

(2) Partially allowable cost

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

- (a) Advertising costs.
- (b) Contributions.
- (c) Bonuses paid pursuant to an agreement entered into before the Order was made or pursuant to a plan established and consistently followed before the Order was concluded.
- (d) Depreciation of plant equipment or other capital assets.
- (e) Costs of normal maintenance and repair of plant, equipment and other capital assets.

**N A T O   U N C L A S S I F I E D**

PART II - GENERAL PROVISIONS

- (f) The costs of general research and development work which are not chargeable directly to an Order and which are not aimed at the preparation or development of a specific Product.
- (g) Travel costs, except those which, according to the terms of the Order, are to be charged directly to it.
- (h) Pre-contract cost (cost prior to the effective date stated in the Order) in anticipation of the award of the Order or pursuant to its negotiation.

(3) Unallowable costs

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

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

**N A T O   U N C L A S S I F I E D**

PART II - GENERAL PROVISIONS

**B.           Cost Groupings**

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

(a) Direct Costs

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

(b) Indirect Costs

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

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

**C.           Overhead Rates**

(1) Indirect costs, which as a rule are to be allocated to all work of Company, shall be accumulated by logical cost groupings in accordance with sound accounting principles and Company's established practices. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

(2) Company shall inform the Purchaser of its overhead rates and the basis upon which they were computed.

(3) The term "provisional overhead rate" means a tentative overhead rate established for interim billing purposes pending negotiation and agreement to the final overhead rate.

(4) An overhead rate is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An overhead rate is post-determined if it is fixed after a certain period and based on costs actually incurred during this period.

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

(5) Such rates shall be determined on the basis of Company's properly supported actual cost experience.

**NATO UNCLASSIFIED**

PART II - GENERAL PROVISIONS

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

**N A T O   U N C L A S S I F I E D**

**EXHIBIT A – PREFERRED CUSTOMER CERTIFICATE**

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

[Company Name] warrants that the prices set forth in this Agreement, and appendices thereto, are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of equipment and/or parts covered by the Agreement under similar conditions.

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

[Company Name]

\_\_\_\_\_

[Title:]

Date:

**N A T O   U N C L A S S I F I E D**

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

Attn.:           ‘Company’ Manager of Contracts

Subject:        Order under NCIA/BOA/nnnn |

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

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

A copy of this authorisation will be sent to Company.

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

**N A T O   U N C L A S S I F I E D**



**NATO UNCLASSIFIED**

**EXHIBIT C – PURCHASE/TASK ORDER (Template)**

**NATO UNCLASSIFIED**

**RFQ-CO-115283-NATINAMDS**

**Provision of Hardware For  
The Installation of the Local AIRC2 System  
Accession to NATO of  
The Republic of North Macedonia**



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

**PART IV**

**STATEMENT OF WORK (SOW)**

This page is left blank intentionally

**TABLE OF CONTENTS**

<b>Table of contents</b> .....	<b>3</b>
<b>Section 1 Introduction</b> .....	<b>5</b>
1.1 Purpose .....	5
1.2 Background Information .....	5
1.3 Scope .....	5
1.4 Standards for Interpretation of the SoW .....	5
1.5 Applicable Documents, Standards and Definitions .....	6
<b>Section 2 Contract Deliverables</b> .....	<b>6</b>
<b>Section 3 Procurement</b> .....	<b>6</b>
3.1 Introduction.....	6
3.2 Shipment .....	6
<b>Section 4 Integrated Logistics Support (ILS)</b> .....	<b>7</b>
4.1 Maintenance concept .....	7
4.2 Support concept .....	7
4.3 Packaging, Handling, Storage and Transportation (PHS&T) .....	8
4.3.1 Packaging .....	8
4.3.2 Delivery and Shipment (Handling and Storage).....	9
4.3.3 Transportation .....	10
4.3.4 Custom Documentation.....	11
4.4 Supply Support.....	12
4.5 Documentation .....	16
4.6 Training .....	16
4.7 Warranty.....	16
4.8 Configuration Management .....	18
4.9 Quality Assurance .....	19

This page is left blank intentionally

## Section 1 Introduction

### 1.1 Purpose

This procurement concerns the provision of Hardware for NATO Communication and Information Systems (CIS) Services for the Republic of North Macedonia at one site:

- Air Operations Centre Drenov Dol (Petrovec, North Macedonia);

### 1.2 Background Information

The accession to NATO of the Republic of North Macedonia is a major event for NATO and has taken on 27 March 2020. This project complements the NATO CIS Services already provided to the Republic of North Macedonia prior to the Accession date.

The equipment will be managed locally by CIS personnel of North Macedonia. It will be connected to NATO networks in order to share AirC2 data with NATO AirC2 entities, nations and partners. It will also be connected to national AirC2 networks in order to receive civilian flight management data.

### 1.3 Scope

This SoW provides the conditions and requirements for:

- The procurement and delivery of the CIS equipment;
- Integrated Logistics Support activities and deliverables.

The CIS infrastructure procured under this contract is further referred to as "CIS for North Macedonia".

### 1.4 Standards for Interpretation of the SoW

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

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

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

## 1.5 Applicable Documents, Standards and Definitions

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

- [2] Abbreviations of well-known protocols: such an abbreviation is referred to as a "Short Name". An example of a short name is [RJ45], which refers to IEC60603-7-1, "Connectors for electronic equipment". One Short Name may refer to multiple standards, in which case all referred to standards apply when referring to such a Short Name.
- [3] Formal references: Formal references are identified as [Reference]. An example of a formal reference is [IEEE 802.1Q:2011], which refers to IEEE 802.1Q "Multiple Spanning Trees" published in 2011.

## Section 2 Contract Deliverables

- CD-1 The Contractor shall procure the items for "CIS for North Macedonia", as specified in the Schedule of Supplies and Services.
- CD-2 The Contractor shall ship the procured items for "CIS for North Macedonia", as specified in Sections 3 and 4.

## Section 3 Procurement

### 3.1 Introduction

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

### 3.2 Shipment

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

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

- PR-3 The Contractor shall provide to the Purchaser the shipment notification and corresponding documentation at least 15 days before shipment.
- PR-4 Shipments shall be executed in accordance with the ILS specifications described in Section 4.
- PR-5 **Shipping Terms:** The shipping and delivery terms and conditions are at para 4.2 of this SoW.

## Section 4 Integrated Logistics Support (ILS)

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

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

### 4.1 Maintenance concept

A Maintenance Concept is a definition of the maintenance objectives, line of maintenance, indenture levels, maintenance levels, maintenance support and their interrelationships. A Maintenance Concept is applied both for HardWare (HW) and SoftWare (SW) and produces maintenance tasks that will be performed on site, at military maintenance facilities, at industry maintenance facilities. The line of maintenance is characterized by the level of skill of the personnel, the facilities provided, the location, etc.

There are four (4) maintenance levels to ensure the highest possible availability of the product. HW maintenance levels (HL1-4) and SW maintenance levels (SL1-4).

The HW and SW maintenance are:

- Corrective: carried out after fault detection to effect restoration;
- Unscheduled (unplanned): corrective that cannot be deferred;
- Preventive: to mitigate degradation and reduce the probability of failure;
- Scheduled (planned): in accordance with a specified time schedule.

### 4.2 Support concept

A Support Concept is a definition of the support objectives (scenarios) in relation with maintenance levels, maintenance support and their interrelationships.

The Support Concept is based on five distinct Support Levels:

- Support Level Zero: is the end-user level and includes user self-help, interaction with the local Service Desk and user-level preventive maintenance tasks (e.g.: simple cleaning and local data management).
- First Level of Support: is the local, organizational unit operating the system, supported by local support staff.
- Second Level of Support: is formed by the Operations Centre, which implements the remote and Central Service Desks and employs the Purchaser's network and system operators and administrators.
- Third Level of Support: is formed by the Service Lines and their Subject Matter Experts (SME), Service Owners and System Managers.



- Fourth Level of Support: off-site factory/vendor problem resolution and maintenance, beyond the capability of third level of support.

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

### 4.3 Packaging, Handling, Storage and Transportation (PHS&T)

#### 4.3.1 Packaging

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

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

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

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

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

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

The Packing List shall contain the following information:

Serial	Requirement
1	The shipping Address
2	Package number of number of packages
3	Contract Number
4	CLIN Number as per Schedule of Supply and Services
5	Item Description
6	Part Number
7	Serial Number
8	Quantity
9	Weight and Volume details
10	Box number and number of boxes in the consignment

Serial	Requirement
11	Name and address of the Contractor, Purchaser and Consignor

### 4.3.2 Delivery and Shipment (Handling and Storage)

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

Air Operations Centre Drenov Dol  
 RP Beli Bregovi, KH 10, Petrovec  
 North Macedonia  
 Attention: XXX  
 Tel: XXX

ILS-9 The Purchaser Point of Contact (PoC) for any issue related to shipment by default is:

XXX  
 Project Manager  
 NCI Agency, NSII Service Line, NV2  
 SHAPE, B-7010 Mons, Belgium  
 Tel: XXX  
 E-mail: XXX

ILS-10 All equipment under this project shall be delivered and shipped in close co-ordination with the NCI Agency POC at final destination.

ILS-11 The Contractor shall deliver equipment pre-configured and adequately packaged on Euro pallets.

ILS-12 The Contractor shall ensure secure fixation of pallets, cases and equipment during transportation.

ILS-13 The Contractor shall notify all deliveries through issuing of a Notice of Shipment to the Purchaser's PoC, at least 10 working days in advance of each shipment with the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Consignor's and Consignee's name and address
6	Method of shipment, e.g., road, air sea, etc.
7	Date of shipment
8	Number of the Custom Form 302 used

ILS-14 The Notice of Shipment shall be accompanied by the relevant Packing List and the request for a Custom Form 302.

At final destination, the Purchaser PoC and/or PoC of the Republic of North Macedonia will visually inspect all deliveries for transportation damage and verification against packing and inventory lists.

ILS-15 The Contractor shall take back and replace any damaged items, and correct any discrepancies with the packing and inventory lists, at no additional cost to the Purchaser, and without delay to the project.

ILS-16 The Contractor shall be responsible for the availability of proper storage space and availability of Material handling equipment that may be required for the equipment shipped to the destination/location. The Purchaser cannot be held responsible for any delays in implementation in the case of unavailability of facilities or materials, and the Contractor shall be solely responsible to acquire alternative facilities/material to assure proper storage, handling etc.

The Purchaser's POC will inspect all packages, boxes and containers at final destination to ensure that no damage has occurred during transport and that all packages, boxes and containers detailed in the Packing List have been accounted for. The Purchaser will not open any packages, boxes or containers.

ILS-17 The Contractor shall ensure that all required forms and certificates are provided and that all necessary procedures are followed for dangerous goods and goods requiring export licenses.

ILS-18 Not applicable.

### **4.3.3 Transportation**

ILS-19 The Contractor shall be responsible to transport all items and supplies covered under this Contract to and from all destination addresses at no extra cost to the Purchaser until completion of the warranty period.

ILS-20 The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of items and supplies prior to Acceptance. Any shipment loss shall be the responsibility of the Contractor.

ILS-21 The Contractor shall be responsible for transportation of all equipment furnished under this Contract from its site in a NATO nation to final destination.

ILS-22 The Contractor shall be responsible for any insurance covering the shipment and delivery.

The Purchaser will be responsible for transportation of unserviceable equipment to Contractor facility for warranty repair/replacement.

ILS-23 The Contractor shall be responsible for transportation of repaired/ replacement items under warranty to the original location.

- ILS-24 The Contractor shall provide a Transportation Report within two (2) weeks after each shipment has arrived at final destination. The Transportation Report shall include:
- a copy of the Packing List;
  - date of arrival at final destination;
  - date of delivery acceptance by the Purchaser's POC at final destination;
  - signature of delivery acceptance by the Purchaser's POC at final destination.

**4.3.4 Custom Documentation**

ILS-25 The Contractor shall be responsible for customs clearance of all shipments into the destination countries. It is the Contractor's responsibility to take into account delays at customs. The Contractor shall therefore consider eventual delays and arrange for shipment in time. Under no circumstances can the Purchaser be held responsible for delays incurred, even when utilising Purchaser provided Custom Forms 302.

ILS-26 The Contractor shall ensure that any requirements related to delivery and shipment of the equipment are obtained from North Macedonia or from NCI Agency in advance of shipments.

ILS-27 The Contractor shall be responsible for the timely request of Custom Forms 302 at least 10 working days in advance of each shipment, required for duty free import/export of supplies between certain countries.

ILS-28 The written request for a Custom Form 302 shall contain the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Consignor's and Consignee's name and address
6	Method of shipment, e.g., road, air sea, etc.
7	Name and address of the freight forwarder

ILS-29 The request for a Custom Form 302 shall be addressed to:

XXX

NATO Communications and Information Agency

Acquisition

Oude Waalsdorperweg 61, 2597 AK The Hague, Netherlands

Tel: XXX

E-mail: XXX

- ILS-30 Following receipt of the request by the Purchaser, normally a maximum of three working days are required for the issue of the form. The Custom Forms 302 shall be original, shall be delivered by mail/express courier and shall accompany the shipment and therefore no fax or electronic copy will be used, nor provided to the Contractor. 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.
- ILS-31 The Contractor shall be responsible to add the Custom Form 302 to the shipping documentation.
- ILS-32 The Contractor shall ensure that forwarding agents are informed of the availability of the Custom Form 302 and how this form is utilised to avoid the payment of Customs Duties and that the carrier shall be fully conversant with the application and use of Custom Form 302.
- ILS-33 If a Country refuses to accept the Custom 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. Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement to the Purchaser.

#### 4.4 Supply Support

- ILS-34 The Contractor shall provide in an Excel format a database that shall reflect all deliverable items (hardware, software and documentation).
- ILS-35 The Contractor shall provide the System Inventory (applicability and serial number) and shall include all items furnished under this Contract, as follows:
- all main equipment – i.e. all CIS items, both COTS and Developed, down to replaceable item level, hierarchically listed conform configuration item decomposition, including groups and assemblies; all installed hardware, such as equipment racks; all LRU interconnecting equipment when they are special-to-type (e.g. special-to-type cables);
  - all ancillary equipment – i.e. all secondary items not essential to the functioning of the system, but deemed essential to the operation of the system, such as an all-weather canopy or a tool box, but not the tools inside the tool box;
  - all support equipment – i.e. all tools, test equipment and PHS&T equipment;
  - special-to-type cables;
  - software licences;
  - all Purchaser Furnished Equipment (PFE);
  - all Purchaser and Contractor provided software;

- all spare parts, to include all spares, repair parts, and consumables, separated into technical and non-technical consumables;
- all documentation, such as manuals, handbooks and drawings, COTS documents and all training materials;
- all consumables.

ILS-36 The Contractor shall provide at least 10 working days in advance of the first delivery of equipment the system inventory in electronic format and shall include the following data elements:

<b>Field</b>	<b>Description</b>
Project Identifier	is a string of characters used to uniquely identify a Project and to differentiate it from other Projects.
Contract Identifier	is a string of characters used to uniquely identify a Contract and to differentiate it from other Contracts.
CLIN	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique.
OEM Part identifier	is a string of characters that are unique to the issuing organization which is used to designate a HW or SW Part As Designed and to differentiate it from other designed parts.  Part Number given to this item by the original manufacturer.
OEM Part Name	is a word or phrase by which the breakdown element is known and can be easily referenced
OEM Identifier	is a string of characters used to uniquely identify an organization and to differentiate it from other organizations.  Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company (CAGE Code).
NSN	NATO Stock Number (number-13 digits). Identifies an item codified by one of the NATO countries' National Codification Bureaus. It shall always be linked to at least one part number with the corresponding manufacturer code (manc). It is recommended that the Contractor system integrator requests codification from the National Codification Bureau of the original manufacturer's country. If NSN is known prior to system delivery it shall be added in this field.
Vendor Part identifier	If any  is a string of characters that are unique to the issuing organization which is used to designate a HW or SW Part As Designed and to differentiate it from other designed parts.  Part Number given to this item by the vendor.
Vendor Part Name	If any  is a word or phrase by which the breakdown element is known and can be easily referenced
Vendor Identifier	is a string of characters used to uniquely identify an organization and to differentiate it from other organizations.

<b>Field</b>	<b>Description</b>
	Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company.
Weight Unit of Measure	(e.g.: kg, g)
Unit Weight (packed)	Weight of the item packed (gross weight)
Unit Weight (unpacked)	Weight of the item unpacked (net weight)
Dimensions Unit of Measure	(e.g.: m, cm, mm)
Length	Item packed length
Width	Item packed width
Height	Item packed height
Quantity	<p>is the amount of a product variant included in a contract Enter the quantity of the product variant included in a contract.*Note: Default value of 0</p> <p>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 *Note: Serialised items shall only have a quantity of 1</p>
Failure Rate	<p>For a particular interval, the total number of failures within a population of an item divided by the total functional life of the population during the measurement interval.</p> <p>Assumption measurement intervals: 1,000,000 hours</p>
Failure Rate Data Source	<p>The source of the failure rates. Failure rate data can be obtained from sources such as appropriate reliability predictions, test and evaluation results, field data from past systems of similar design and environmental use, or failure rate data sources such as MIL-HDBK-217 etc.</p>
Part Logistics Category	<p>is a support classification that defines the role of a hardware or software part as designed in the context of product support.</p> <ul style="list-style-type: none"> <li>• End Item</li> <li>• System Subsystem</li> <li>• Hardware Maintenance Significant Items (MSI) to be split into the following categories: <ul style="list-style-type: none"> <li>○ LS (Statistical Life LRUs) such as Computers, Power PCs, Switches, Routers, IF modules, RF modules, Breakers, Power Supplies, Monitors, Modems, Power Amplifiers etc.</li> <li>○ LL (Limited Life LRUs) such as Batteries, flexible waveguides, oscillators,</li> <li>○ II (Insurance Items) like docking stations, Keyboards, Mice, Cables, mechanical parts (e.g. Racks, drawers), simple E/M parts (e.g. patch panels, )</li> <li>○ C[T] (Technical Consumables) such as fuses, gas dischargers cartridges, surge protection devices, lamps, bulbs, leds etc.</li> <li>○ C[NT] (Non-Technical Consumables) such as POL (Petrols, Oils, Lubricants), water, gas,</li> </ul> </li> </ul>

Field	Description
	<ul style="list-style-type: none"> <li>○ C[G] (Generic Consumables) like printer cartridges, toners, printers' paper,</li> <li>○ AP (Attaching Parts) like washers, gaskets (not EMI), nuts, bolts, screws, etc.</li> <li>• Software (SW) to be split into the following categories:               <ul style="list-style-type: none"> <li>○ SWA (Application Software) such as Contractors' developed Application SW, COTS Application SW (e.g. MS Office, Adobe Acrobat etc.)</li> <li>○ SWO (Software Operating Systems) such as Linux, Unix, MS Windows, LynxOS, Android, IOS etc.</li> <li>○ Firmware</li> <li>○ Device drivers</li> </ul> </li> <li>• Support equipment and tools               <ul style="list-style-type: none"> <li>○ CHT (Common Hand Tool)</li> <li>○ CSE (Common Support Equipment)</li> <li>○ PSE (Peculiar Support Equipment)</li> </ul> </li> <li>• Facility (Test Facility, Operational facility, Training facility, Depot facility)</li> <li>• Training Equipment</li> </ul>
Hardware Part Repairability	<p>is a support classification which defines whether the Hardware Part As Designed is repairable from a technical perspective (eg, a vendor/supplier standpoint) independent of customer maintenance concepts.</p> <p>Classifier:</p> <ul style="list-style-type: none"> <li>• repairable</li> <li>• non-repairable</li> <li>• NA (Not applicable)</li> </ul>
Procurement Lead Time	<p>For non-repairable and repairable parts. Time needed to procure the item To be provided in calendar days</p>
Turn Around Time	<p>For repairable parts Mandatory for repairable items only, not applicable for non-repairable items. This is the internal TAT (from reception of the item until the declaration of ready to ship). To be provided in calendar days.</p>
Breakdown Element Identifier	<p>is a string of characters used to uniquely identify a Breakdown Element and to differentiate it from other Breakdown Elements that comprise a product. Note: Can be used to establish a hierarchical structure of the technical system.</p>
Breakdown Element Name	<p>is a word or phrase by which the breakdown element is known and can be easily referenced.</p>
Parent Breakdown Element Identifier	<p>is a string of characters used to identify the parent of the Breakdown Element</p>
Currency	<p>Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.</p>
Price	<p>Item Price (number-11 digits). Unit price with 2 decimals.</p>
Warranty Expiration Date	<p>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.</p>



- ILS-37 The Contractor shall provide the update of the inventory at the time of shipment in case that some of the data elements had not been available at the previous submission
- ILS-38 There is no requirement for the NATO Codification of equipment supplied under this Contract. However, in case any such items have previously been codified, the Contractor shall supply the NATO Stock Numbers with the inventory data
- ILS-39 The Contractor shall monitor obsolescence of the items provided under this contract up to the end of warranty and promptly communicate relevant issues to the Purchaser to allow resiliency when in service.

## 4.5 Documentation

- ILS-40 The Contractor shall deliver all documentation, such as COTS documentation and technical manuals as per the following:
- English (United Kingdom) language
  - two soft copies on CD-ROM or DVD
  - soft copies shall be in Adobe Portable Document Format (PDF), HTML or any other format provided PC reading software is provided.
- ILS-41 Not applicable.
- ILS-42 Not applicable.
- ILS-43 The Contractor shall provide Original Equipment Manufacturer (OEM) manuals for all Commercial Off The Shelf (COTS) hardware and software installed or furnished under this Contract. COTS documentation shall accompany each item delivered and shall provide full details of all operational aspects as well as applicable basic maintenance tasks that can be carried out by a skilled technician.
- ILS-44 The documentation shall include Certificates of Conformity which documents that the equipment has been manufactured in compliance with the applicable specifications and standards.

## 4.6 Training

- ILS-45 Not applicable.

## 4.7 Warranty

- ILS-46 The Contractor shall warrant that all the equipment (HW and SW) furnished under this Contract conform to the requirements and is free of any defect in material, code or workmanship providing one (1) year of standard warranty starting at Purchaser acceptance of the equipment.

- ILS-47 The Contractor shall be aware that warranty claims can be initiated by the Purchaser or the Republic of North Macedonia directly. The Contractor shall provide full cooperation and assistance regardless of the source of the warranty claim.
- ILS-48 The Purchaser will notify in writing the Contractor of any defect in the operation of the equipment or the existence of a failed component. The Contractor shall acknowledge the notification of the Purchaser within the 24 hours after the receipt of the request (by e-mail, fax or letter) and initiate the procedure.
- ILS-49 The Contractor shall repair all items received with the highest priority allocated and shall provide repair report to state the result (repair activity performed or new item to be procured due to motivated impossibility or not economical repair activity).
- ILS-50 The Contractor shall ship the repaired unit within a maximum of fifteen (15) working days starting from the notification of Purchaser for the warranty request (by e-mail, fax or letter), unless otherwise specified and agreed between the Contractor and Purchaser. Additional OEM (Original Equipment Manufacturer) service support shall be provided as specified in the Schedule of Supplies and Services. In particular, the shorter timelines for replacement of faulty equipment shall apply.
- ILS-51 If the failed component is either too large to be easily transported or the failed component cannot be readily identified and isolated within the larger entity, the Purchaser will notify the failure to the Contractor by telephone, fax or e-mail. Within 24 hours of the notification, 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. If the failed component cannot be identified or it is not cost effective or practical to ship to the Contractor's facility, the Contractor may 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.
- ILS-52 For equipment with TEMPEST certification, after warranty repair or replacement, the Contractor shall be responsible for re-tempestrating and re-testing of the equipment free of charge and shall provide the TEMPEST certification with return of the equipment. The Contractor shall not be responsible for re-TEMPESTRATING after repairs for user induced failures (repairs not being performed under warranty).
- ILS-53 The Contractor shall provide Technical Assistance support in English for requests that correspond to information demands limited to the perimeter of delivered products, evolution proposals, problem reports, or any information needed by the Purchaser or its representatives, which are not included in the supplied technical documentation.
- ILS-54 The Contractor shall report all warranty requests to the NCI Agency including:
- Description of issues;

- Date/hour at which the problem or issue was raised;
  - Earlier appearance of the problem or issue;
  - Checks and actions attempted in order to rectify the problem or issue;
  - Description of item to be replaced if applicable;
  - Date and time problem corrected.
- ILS-55 If the Contractor becomes aware at any time before acceptance by the Purchaser that a defect exists in any supplies, the Contractor shall coordinate with the Purchaser and promptly correct the defect.
- ILS-56 Defective magnetic and electronic media storage devices (e.g: CD-ROM's, DVDs, USB sticks, solid state drives, hard drives) shall remain NATO property, at no additional cost, and not be returned to the Contractor when being replaced. Any such defective storage devices shall be replaced by the Contractor with new storage devices at no additional cost to the Purchaser. If the above said electronic media storage devices being a part of a TEMPEST equipment, the Purchaser will be allowed to break the TEMPEST and remove such storage devices without disrupting the warranty rights. The Contractor shall guarantee that normal warranty conditions shall be applicable to such equipment after removal of their storage devices.
- ILS-57 The Contractor shall provide an alternative or superseding items, should the original part be no longer available, ensuring compliance with the original design provided by this Contract.
- ILS-58 The Contractor shall provide all COTS hardware and software upgrades and updates during the warranty period. The availability of COTS hardware and software upgrades and updates shall be communicated to the Purchaser and shall always be subject to Purchaser approval before upgrading.
- ILS-59 The Contractor shall not be responsible for the correction of defects in Purchaser furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.
- ILS-60 The Contractor shall provide six months before the end of warranty period a priced option for the Purchaser to request additional warranty under the same conditions on a yearly basis.

## 4.8 Configuration Management

- CM-1 The Contractor's internal Configuration Management process and shall comply with STANAG 4427 "Configuration Management in System Life Cycle Management".
- CM-2 During implementation and up to the end of the Warranty, the Contractor shall be responsible for HW and SW Configuration Management.

## 4.9 Quality Assurance

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