ACQUISITION DIRECTORATE
Emira.Kapetanovic@ncia.nato.int

NCIA/ACQ/2022/07025
13 September 2022

To: Prospective Offeror

From: The Chief of Acquisition, NATO Communications and Information Agency (NCI Agency)

Subject: Request for Quotation (RFQ): Support to Core GIS Incr. 3 Rollout

RFQ-CO-115737-GIS

Dear Sir/Madam,

1. Your firm is hereby invited, to participate in a BOA Plus competition for an On-Site Support to Core GIS Incr. 3 Rollout as set forth in the subject Request for Quotation (RFQ). The scope of the envisaged project is described in the Statement of Work (SOW) which is attached to this letter.

2. The contract award will be based on the quotations evaluated as the single lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions.

3. **THE CLOSING TIME FOR SUBMISSION OF QUOTATIONS IN RESPONSE TO THIS RFQ IS 18:00 HOURS (BRUSSELS TIME) ON 27 SEPTEMBER 2022.**

4. This RFQ consists of the following documents:

   a) **Book I – Bidding Instructions**

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

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

   b) **Book II – Prospective Contract**

   Book II contains the following sections:
   i. Contract Signature Page;
   ii. Schedule of Supplies and Services (SSS) – This Section will be derived from the Bidding Sheets submitted by the winning Offeror;
   iii. Contract Special Provisions;

NATO Communications and Information Agency
Agence OTAN d'information et de communication
Avenue du Bourget 140
1110 Brussels, Belgium
www.ncia.nato.int

iv. Contract General Provisions;
v. The Statement of Work. This sets forth the detailed specifications governing the performance requirements of the contract.

5. All candidates shall be a National of a NATO member country.

6. It is the responsibility of the Offeror to carefully read the entire RFQ package before responding with a proposal.

7. The overall security classification of this RFQ is “NATO UNCLASSIFIED”. This RFQ remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.

8. 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 quote/not to quote. 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 email.

9. The reference for this RFQ is RFQ-CO-115737-GIS, and all correspondence concerning the RFQ should reference this number.

10. Prospective Offerors are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for quotation preparation costs incurred by firms or any other collateral costs if solicitation cancellation occurs.

11. Your point of contact for all information concerning this RFQ is Ms. Emira Kapetanovic, Principal Contracting Assistant, who may be reached at RFQCO115737GIS@ncia.nato.int

For the Chief of Acquisition:

Emira Kapetanovic

Emira Kapetanovic
Principal Contracting Assistant

Attachment(s):
A) Acknowledgement of Receipt of RFQ-CO-115737-GIS
B) Bidders List for RFQ-CO-115737-GIS
C) RFQ-CO-115737-GIS

Annex A

Acknowledgement of Receipt of Request for Quotation

ATTACHMENT A

ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION

RFQ-CO-115737-GIS

Please complete and return within 7 days by: e-mail: RFQCO115737GIS@ncia.nato.int
& for the attention of Ms. Emira Kapetanovic

We hereby advise that we have received Request for Quotation RFQ-CO-115737-GIS

on ....., together with all enclosures listed in the Table of Contents.

CHECK ONE

{ } As of this date and without commitment on our part, we do intend to submit a quotation.

{ } We do not intend to submit a quotation.

{ } We are reviewing the requirements of the RFQ and will notify you of our decision as soon as possible.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

ATTACHMENT B

BIDDERS LIST

COUNTRY	VENDOR
BELGIUM	ATOS
	Brevco Services
	Eurocity
	Luciad n.v.
	Sopra Steria Benelux
	UNIFY COMMUNICATIONS
	WESTPOLE BELGIUM
CANADA	Compusult Limited
CRO	KING ICT d.o.o.
FRANCE	AIRBUS DEFENCE & SPACE SAS
	Global Technologies
	SOPRA STERIA
	Thales six GTS France SAS
GERMANY	CGI DEUTSCHLAND LTD. & CO. KG
	ESG Elektroniksystem - und Logistik GmbH
	Intec Industrie-Technik GmbH & Co KG
	ESRI Deutschland GmbH
ITALY	Engineering Ingegneria Informatica S.p.A
	SIRTI SpA
LATVIA	DATI Group, LLC
NETHERLANDS	NCIM-Groep
	UNI Business Centre BV
POLAND	Asseco Poland S.A.
	HyperView Sp.z.o.o
	ESRI Polska Sp.z.o.o
	GISPartner Sp.z.o.o
	SmallGIS Sp.z.o.o
PORTUGAL	ESRI PORTUGAL – SISTEMAS E INFORMAÇÃO GEOGRÁFICA, S.A
ROMANIA	SC SIVECO Romania SA
SPAIN	Indra Sistemas S.A.
	TECNOBIT
	NTTDATA
TURKEY	Atos Bilisim Danismanlik ve Müsteri Hizmetleri San Ve Tic A.S.
UNITED KINGDOM	Helyx Secure Information Systems Limited
	Cyient Europe
UNITED STATES	Blue Canopy Group, LLC
	Creative Information Technology, Inc.
	ESRI Inc. (USA)
	Intergraph SG&I Deutchland GmbH
	Geospatial Consulting Group International, LLC

Distribution List for RFQ-CO-115737-GIS

Prospective Offerors (sent separately in electronic version)

NATO Delegations (Attn: Investment Adviser):

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

Embassy (Commercial Attaché)

ALBANIA
BELGIUM
BULGARIA
CANADA
CROATIA
CZECH REPUBLIC
DENMARK
ESTONIA
FRANCE
GERMANY
GREECE

HUNGARY
ICELAND
ITALY
LATVIA
LITHUANIA
LUXEMBOURG
MONTENEGRO
NETHERLANDS
NORWAY
POLAND
PORTUGAL
ROMANIA
SLOVAKIA
SLOVENIA
SPAIN
TÜRKIYE
UNITED KINGDOM
UNITED STATES

NATO HQ
NATO Office of Resources
Management and Implementation Branch – Attn: Deputy Branch Chief

Director, NATO HQ C3 Staff
Attn: Executive Co-ordinator

SACTREPEUR
Attn: Infrastructure Assistant

NCI Agency –Internal Distribution

ACQ Director of Acquisition (Mrs Jennifer Upton)

ACQ Deputy Director of Acquisition (Mrs Agata Szydelko)

ACQ Chief of Contracts (Mr Alexandre Vitry)

ACQ Head of Cost Estimating & Analysis (Mr David Odesser)

ACQ Administrator Contracts Award Board (Mrs Carolien Biesemans)

ACQ Principal Contracting Officer (Mr Jean Luc Guellec)

JISR Chief JISR Centre (Mr Matt Roper)

JISR Project Manager (Mr Florian Sayda)

COO Internal Customer Section Head (Ms Isabelle Le Pladec)

Legal Office (Mr Vincent Roobaert)

Registry

NCI Agency – All NATEXs

RFQ-CO-115737-GIS

PROVISION OF GEOSPATIAL CONTRACTOR SUPPORT SERVICES TO CORE GIS INCR. 3

SERIAL 2014/0IS03098

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BOOK I

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SECTION 1 INTRODUCTION

1.1. Purpose and Scope

1.1.1. The purpose of this Request for Quotation (RFQ) is to establish a Contract for the provision of on-site support of Enterprise GIS consultants to assist the NCI Agency in the preparation, installation/activation, test and acceptance of the Core GIS Increment 3 mitigation baseline.

1.2. Overview of the Prospective Contract

1.2.1. The Contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the prospective contract Schedule of Supplies and Services (Book II Part I).

1.2.2. The Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

1.2.3. The target date for Contract Award is December 2022.

1.3. Governing Rules, Eligibility, and Exclusion Provisions

1.3.1. This RFQ is conducted under Basic Ordering Agreement Plus (BOA+) procedures outlined within the "Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version, Ref: AC/4-D(2019)0004 (INV)".

1.3.2. Pursuant to these procedures, quotation submittal is restricted to companies from participating NATO member nations in accordance with paragraph 2.2.1.8 of Section II of the Bidding Instructions.

1.3.3. This Request for Quote (RFQ) will not be the subject of a public Quotation opening.

1.3.4. Award of the resulting Contract will be made on a Firm Fixed Price Basis to the Lowest Priced, Technically Compliant Bidder.

1.3.5. The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.

1.3.6. The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in Paragraph 2.7 of Section II of the Bidding Instructions entitled "Requests for RFQ Clarifications".

1.4. Security

1.4.1 Documentation

1.4.1.1. The security classification of this RFQ is "NATO UNCLASSIFIED".

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

1.4.2. Security Clearances

1.4.2.1. Offerors are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Offeror not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities, or those of prospective subcontractors, do not possess and provide in a reasonable period of time to the Purchaser the appropriate security clearance(s), the Purchaser may determine the Offeror's proposal to be non-compliant and offer the Contract to the next ranking Bidder.

1.4.2.2. Offerors are informed that the Prospective Contractor shall conform to the above requirements at the time of Contract Award.

SECTION 2 GENERAL BIDDING INFORMATION

2.1. Notice to Bidders of Contract Distribution and Disclosure of Information

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

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

2.2. Definitions

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

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

2.2.1.2. 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.

2.2.1.3. "The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.

2.2.1.4. The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.

2.2.1.5. The term "Offeror" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.

2.2.1.6. "Firm of a Participating Country": a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.

2.2.1.7. "RFQ": Request for Quotation.

2.2.1.8. "Participating Country": any of the following 28 NATO nations, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, NETHERLANDS, NORWAY, POLAND, PORTUGAL, TÜRKIYE, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, UNITED KINGDOM, UNITED STATES OF AMERICA.

2.2.1.9. The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).

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

2.3. Eligibility and Origin of Equipment and Services

2.3.1. This RFQ is being conducted under BOA plus + procedures, therefore, firms which hold an active Basic Ordering Agreement (BOA) with the NCI Agency are eligible to take part in this RFQ along with those firms nominated through their Delegations via a Declaration of Eligibility.

2.3.2. All Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.

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

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

2.3.5. The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

2.4. Quotation Delivery and Quotation Closing

2.4.1. All Quotations shall be in the possession of the Purchaser at the email address given below on or before noon / **1730 hours (Brussels Time) on 27 September 2022**, at which time and date Quotations shall be closed.

2.4.2. Bidders are requested to submit their bid electronically to the email address specified in Paragraph 2.4.3.

2.4.3. The complete Bid shall be e-mailed to the following address **ONLY**: RFQCO115737GIS.BIDS@ncia.nato.int .

2.4.3.1. The files should be submitted as either MS Excel or PDF as listed in Section 3.2.1 of the Bidding Instructions.

2.4.3.2. The files should be attached directly to the email(s). Do not send any .ZIP files.

2.4.4. The complete Bid shall consist of three (3) separate subject e-mails to above address, as follows:

2.4.4.1. For the first e-mail the subject line shall read: "RFQ-CO-115737-GIS – Official Quotation for [company name] – Part 1 – Bid Admin". The e-mail content shall be as described in Paragraph 3.2.1 below.

2.4.4.2. For the second e-mail the subject line shall read: "RFQ-CO-115737-GIS – Official Quotation for [company name] – Part 2 - Price Proposal". The e-mail content shall be as described in Paragraph 3.2.1below.

2.4.4.3. For the third e-mail the subject line shall read: "RFQ-CO-115737-GIS – Official Quotation for [company name] – Part 3 – Technical Proposal". The e-mail content shall be as described in Paragraph 3.2.1 below.

2.4.5. Late Quotations

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

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

2.4.5.2.1. A Contract has not already been awarded pursuant to the Invitation for Quotation, and;

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

2.4.5.3. If a Quotation received by is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, or due to Bidder's submission, in contravention of these bidding instructions, of electronic files that are encrypted or which contain passwords, the Purchaser will immediately notify the Offeror that the Quotation will be rejected unless the Bidder provides clear and convincing evidence:

2.4.5.3.1. Of the content of the Quotation as originally submitted; and,

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

2.4.5.4. A Quotation that fails to conform to the requirements may be declared noncompliant and may not be evaluated further by the Purchaser.

2.4.5.5. If it is discovered, during either the Administrative, Price or Technical evaluation, that the Bidder has submitted an unreadable electronic quotation, the Offeror may be determined to have submitted a non-compliant bid.

2.5. Requests for Extension of Bid Closing Date

2.5.1. The Purchaser does not accept, except in exceptional cases, Offeror requests to extend the Quotations Closing Date. In any event, requests for extensions of the Quotation Closing Date must be submitted to the Purchaser **only** by the respective NATO Delegation of a nation where the Offeror is located, or by that country's Embassy.

2.5.2. Any such request for extension must be submitted by the respective Delegation or Embassy to the Purchaser Point of Contact identified in paragraph 2.6 below **no later than seven (7) calendar days** prior to the stated "Quotation Closing Date".

2.5.3. Bidders are advised to submit their request to their respective NATO Delegation or Embassy in sufficient time as to allow for delivery of the formal request to the Purchaser within the above time limit. Extensions to the Quotation Closing Date are at the sole discretion of the Purchaser.

2.5.4. Extension(s) of the Quotation Closing Date will be notified through issuance of formal Amendments to the RFQ.

2.6. Purchaser's Point of Contact

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

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

2.6.2. Emails:
2.6.2.1 Bid Delivery: RFQCO115737GIS.BIDS@ncia.nato.int
2.6.2.2 Questions/Clarifications: RFQCO115737GIS@ncia.nato.int

2.7. Request for RFQ Clarifications

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

2.7.2. All requests for clarification shall be forwarded to the Purchaser using the Clarification Request (CR) Form provided at Annex C of this Book I – Bidding Instructions. Offerors are required to keep the classification of their request NATO Unclassified. All questions and requests must reference the section(s) in the RFQ subject for clarifications. Such requests shall be emailed to the point of contact specified in paragraph 2.6 above and shall be forwarded to the email address specified in paragraph 2.6.2.2 above and shall arrive not later than seven (7) calendar days prior to the stated "Quotation Closing". The Purchaser is under no obligation to answer requests for clarification submitted after this time.

2.7.3. Requests for clarification must address the totality of the concerns of the Offeror for any given area, as the Offeror will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.7.4 below.

2.7.4. Offerors are advised that subsequent questions and/or requests for clarification

included in a quotation shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.

2.7.5. 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 Offerors.

2.7.6. The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Offeror in its offer.

2.7.7. It is crucial that Offerors request clarification of any perceived assumptions, dependencies, exclusions (or equivalent) during the RFQ clarification phase. Any assumptions, dependencies, exclusions (or equivalent) which are included in a Quotation submitted may be regarded by the Purchaser as a qualification or condition of the Quotation and may be grounds for a determination of non-compliance.

2.8. Requests for Waivers and Deviations

2.8.1. Offerors are informed that requests for alteration to, waivers of, or deviations from the Schedule, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.

2.8.2. Requests for alterations to the other requirements, terms or conditions of the RFQ or the Prospective Contract may only be considered as part of the clarification process set forth in section 2.7 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Quotation as submitted may be regarded by the Purchaser as a qualification or condition of the Quotation and may be grounds for a determination of non-compliance.

2.9. Amendment of the RFQ

2.9.1. The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Quotation Closing Date. Any and all modifications will be transmitted to all prospective Offerors by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt, certificate at Annex B-2, which the Offeror shall complete and enclose as part of his quotation. Failure to acknowledge receipt of all amendments may be grounds to determine the Quotation to be administratively non-compliant.

2.9.2. This process may be part of the clarification procedures set forth in section 2.7 above or may be an independent action on the part of the Purchaser.

2.9.3. The Purchaser will consider the potential impact of amendments on the ability of prospective Offerors to prepare a proper quotation within the allotted time. The Purchaser may extend the "Quotation Closing Date" at his discretion and such extension will be set forth in the amendment document.

2.9.4. In no case, however, will the closing date for receipt of quotation be less than seven

(7) days from the date of issuance of any amendment to the RFQ.

2.10. Modification and Withdrawal of Quotation

2.10.1. Quotations, once submitted, may be modified by Offerors, 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 Quotation Closing as detailed in paragraph 2.4. Such modifications shall be considered as an integral part of the submitted quotation.

2.10.2. Modifications to quotations which arrive after the Quotation Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Quotation", except that unlike a "Late Quotation", the Purchaser will retain the modification until a selection is made. A modification to a quotation which is determined to be late will not be considered in the evaluation and selection process. If the Offeror submitting the modification is determined to be the successful Offeror on the basis of the unmodified quotation, the modification may then be opened. If the modification makes the terms of the quotation more favourable to the Purchaser, the modified quotation may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Offeror on the basis of the quotation submitted and disregard the late modification.

2.10.3. An Offeror may withdraw his Quotation at any time prior to Quotation Opening without penalty. In order to do so, an authorised agent or employee of the Offeror must provide an original statement of the firm's decision to withdraw the Quotation and remove the Quotation from the Purchaser's premises.

2.11. Quotation Validity

2.11.1. Offerors shall be bound by the term of their Quotation in which the Offeror has provided a quotation for a period of 6 months starting from the Quotation Closing Date specified at paragraph 2.4.

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

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

2.11.4. Upon notification by the Purchaser of such a request for a time extension, the Offerors shall have the right to:

2.11.4.1. accept this extension of time in which case Offerors shall be bound by the terms of their quotation for the extended period of time and the Certificate of Quotation Validity extended accordingly; or

2.11.4.2. refuse this extension of time and withdraw the quotation without penalty.

2.11.5. Offerors shall not have the right to modify their quotations due to a Purchaser request for extension of the quotation validity unless expressly stated in such request.

2.12. Supplemental Agreements

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

2.12.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.

2.12.3. Offerors are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

2.13. Cancellation of Request for Quotations

2.13.1. 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 Offeror have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a quotation in response to this RFQ.

2.14. Electronic Transmission of Information and Data

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

2.14.2. Offerors are cautioned that the Purchaser will rely exclusively on electronic mail to manage all correspondence, amendments, etc., related to this RFQ.

SECTION 3 BID PREPARATION INSTRUCTIONS

3.1. General

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

3.1.2. The requirements under this RFQ are compiled in a single Contract. To ensure compliance, Offerors shall quote for the single Contract. Award of the requirements will be by one single Contract and this Contract shall not be subdivided for partial quotation purposes. The Purchaser shall place one Contract to cover the entire scope of the project.

3.1.3. Quotations and all related documentation shall be submitted in the English language.

3.1.4. Offerors shall prepare a complete quotation which comprehensively addresses all requirements stated herein. The quotation shall demonstrate the Offeror's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services (SSS) and Statement of Work (SoW). Quotations which are not complete will be declared non-compliant.

3.1.5. The Offeror shall not restate the RFQ requirements in confirmatory terms only. The Offeror must clearly describe what is being offered and how the Offeror will meet all RFQ requirements. Statements in confirmatory terms will only be sufficient for determining the bid to be non-compliant.

3.1.6. Offerors shall classify their response in accordance with the classification of the RFQ.

3.1.7. Offerors are advised that the Purchaser reserves the right to incorporate the Offeror's Administrative, Price and Technical Proposal in whole or in part in the resulting Contract.

3.2. Quotation Content

3.2.1. The complete Quotation submission shall consist of three (3) distinct parts, delivered by email, as shown in the following table.

Part	Format and Quantity Details
I: Bid Administration	✓ 1 PDF file that includes: o The completed, signed certificates found in Annex B, provided as a single PDF file. o no password protection All of the required contents are outlined in Section 3.4
II: Price Proposal	✓ The Price Quotation shall contain two(2) files in total: o one (1) electronic copy in Microsoft Excel file (readable and searchable) of the completed Bidding Sheets provided in Annex A to Bidding Instructions and o 1 PDF file: The Offer Summary sheet of the Bidding Sheets o no password protection

	All of the required contents are outlined in Section 3.5
III: Technical Proposal	✓ one (1) PDF file which contains: o A candidate compliancy matrix as per Annex E to Bidding Instructions for each proposed candidate clearly stating how each of the proposed candidates is in full compliance with all of the essential qualifications in paragraph 2.2 of the SOW. o Two Resumes/CVs that are clearly and individually in full compliance with all of the essential qualifications in paragraph 2.2 of the SOW. Each Resume/CV shall be limited to four pages. The following information shall also be included in the Resume/CV: (1) Name of person, (2) Name of employing company (if applicable), (3) Education, and (4) Relevant Experience. o Technical Proposal Cross-Reference/Compliance Table as per Annex D to Bidding Instruction o no password protection All of the required contents are outlined in Section 3.6

3.2.2. All emails submitted shall be less than 15 MB.

3.2.3. No information disclosing or contributing to disclose the quotation price shall be made part of the Technical Proposal. Failure to abide to this prescription shall result in the quotation being declared non-compliant.

3.2.4. The Purchaser does NOT accept hard copies of quotations, CDs, thumb drives, or zip files.

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

3.2.6. Documents submitted in accordance with paragraph 3.2.1 above shall be classified no higher than "NATO UNCLASSIFIED" material.

3.2.7. Partial Quotations and/or Quotations containing conditional statements will be declared non-compliant.

3.2.8. Where no specific format is mandated, electronic quotation documentation shall be delivered in PDF format without limitations of printing or "copy & paste". The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.

3.2.9. The Bid language shall be English.

3.3. Package Marking

3.3.1. The Quotation shall be sent via three separate e-mails to the Quotation Delivery email address specified in section 2.6.2 .

3.3.2. The individual emails shall have the following names:

- RFQ-CO-115737-GIS Official Quotation for *Company Name*, Part I – Bid Admin

- RFQ-CO-115737-GIS Official Quotation for *Company Name*, Part II – Price Proposal

- RFQ-CO-115737-GIS Official Quotation for *Company Name*, Part III – Technical Proposal

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

- -RFQ-CO-115737-GIS Official Quotation for Generic, Part I – Bid Admin

or

- RFQ-CO-115737-GIS Official Quotation for GCTR, Part I – Bid Admin

3.3.4. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.

3.4. Preparation of the Bid Administration (Part I)

3.4.1. This volume is comprised of:

- One emailed PDF file inclusive of all of the required documents.

3.4.2. No information disclosing or contributing to disclose the quotation price shall be made part of the Administration volume. Failure to abide to this prescription shall result in the quotation being declared non-compliant.

3.4.3. The part I shall include the certificates set forth in the Annex B to these Bidding Instructions, signed by an authorised representative of the Offeror. The text of the certificates must not be altered in any way, except where the Offeror is completing the certificate with its information. The certificates are as follows:

3.4.3.1. Annex B-1 (Certificate of Legal Name of Offeror);

3.4.3.2. Annex B-2 (Acknowledgement of Receipt of RFQ Amendments - (if applicable);

3.4.3.3. Annex B-3 (Certificate of Independent Determination);

3.4.3.4. Annex B-4 (Certificate of Quotation Validity);

3.4.3.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges);

3.4.3.6. Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions);

3.4.3.7. Annex B-7 (Offeror Background IPR);

3.4.3.8. Annex B-8 (List of Subcontractor IPR

3.4.3.9. Annex B-9 (Certificate of Understanding);

3.4.3.10. Annex B-10 [(Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable];

3.4.3.11. Annex B-11 (Disclosure of Involvement of Former NCI Agency Employment).

3.5. Preparation of the Price Quotation (Part II)

3.5.1. This volume is comprised of:

- The completed Bidding Sheets (Excel)
- The Offer Summary sheet of the Bidding Sheets (PDF)

3.5.1.1. The Bidding Sheets submitted by email must contain the completed Excel file provided with this RFQ as "02_RFQ-CO-115737-GIS Book I-Bidding Sheets".

3.5.1.2. The Schedule of Supplies and Services will be completed by the Purchaser prior to Contract award and does not need to be completed as part of the Quotation.

3.5.2. General Rules

3.5.2.1. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred to in paragraph 3.5.1.1 above, in accordance with the instructions specified in the Bidding Sheets tab "Instructions"

3.5.2.2. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown.

3.5.2.3. Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. This includes Firm Fixed Prices for all optional CLINs.

3.5.2.3.1. In the Bidding Sheets under CLINs 1.1 and 2.1 of tab "CLIN Summary", the Bidders shall indicate the Firm-Fixed Hourly Labour Rate fully loaded. Fully loaded means inclusive of G&A, Overhead, Administrative cost, and profit. Please note that this is an Hourly Labour Rate and not Daily Labour Rate.

3.5.2.3.2. In the Bidding Sheets under CLINs 1.2 of tab "CLIN Summary", the Contractor travel is cost-reimbursable with a maximum amount of EUR 328,401. Travel in CLINs 1.2 only refers to trips related to the rollout, test and acceptance activities outside the NCI Agency, The Hague, Netherlands. Please, refer to paragraph 3.8.2 of the SOW for the list of the initial estimate of travel activities in order to provide the breakdown details under the Bidding Sheets' tab "Travel".

3.5.2.4. Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.

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

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

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

3.5.2.7. Bidders shall prepare their Price Proposal by submitting one (1) electronic copy in Microsoft Excel (readable and searchable) of the Bidding Sheets and one (1) PDF copy of the Offer Summary sheet of Bidding Sheets in the format enclosed herein (BOOK I Annex A). The Bidder shall propose an accurate and complete price quotation in completing the Bidding Sheets as defined in these Bidding Instructions.

3.5.2.8. Offerors shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets referred in paragraph 3.5.1.1 above, in accordance with the instructions specified in the Bidding Sheets.

3.5.2.9. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified. The prices entered shall reflect the amount of the total items required to meet the contractual requirements.

3.5.2.10. Bidders shall quote in their own national currency or in EURO. Offerors may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

3.5.2.10.1. The currency is of a "participating country" in the project, and

3.5.2.10.2. The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.

3.5.2.11. The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.

3.5.2.12. Offerors shall therefore exclude from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.

3.5.2.13. The Offeror's attention is directed to the fact that the Price Part shall contain no document and/or information other than the priced copies of the Bidding Sheets, and a PDF copy of the Offer Summary tab. Any other document will not be considered for evaluation.

3.5.2.14. When completing the Bidding Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Offerors are required to insert price information in all cells marked in yellow in the Bidding Sheets. Please note that the related cells of CLIN 1.2 "Contractor travel" under the

tab "CLIN Summary" are not marked in yellow because travel is cost-reimbursable with a not-to-exceed amount of EUR 328,401. The rates for travel mentioned in Annex 2 of the Contract Special Provision (CSP) are not to be exceeded. 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 Offeror. The Purchaser in its favour may resolve ambiguous computation of prices.

3.5.2.15. The Bidder shall furnish firm fixed price quotations, for all proposed items (CLINs 1 through 2) including optional CLIN provided for in this RFQ with any and all appropriate additions. Partial quotations shall be rejected.

3.5.2.16. The Offeror understands that there is no obligation under this contract for the Purchaser to exercise any of the optional line items and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the NCI Agency reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.

3.6. Preparation of the Technical Proposal (Part III)

3.6.1. The Offeror shall submit their Technical Proposal as one (1) email. This email shall contain one (1) file which addresses each criterion as described in paragraph 3.2.1 III: Technical Proposal and in accordance with the requirements of section 3.2.

3.6.2. The email shall be entitled: RFQ-CO-115737-GIS Official Quotation for Company Name, Part III – Technical Proposal where the Technical Envelope shall be contained.

3.6.3. The Technical Proposal package shall include the following:

3.6.3.1. Criterion 1 **Candidates Compliancy Matrix:** A candidates compliancy matrix per Annex E for each proposed candidate clearly stating how each of the proposed candidates is in full compliance with all of the essential qualifications in paragraph 2.2 of the SOW. A simple confirmation 'yes' for each requirement without justification/rational will not be sufficient.

3.6.3.2. Criterion 2 **Resumes/CVs**: Two Resumes/CVs that are clearly and individually in full compliance with all the essential qualifications in paragraph 2.2 of the SOW. Each Resume/CV shall be limited to four pages. The following information shall also be included in the Resume/CV: (1) Name of person, (2) Name of employing company (if applicable), (3) Education, and (4) Relevant Experience.

3.6.3.3. Technical Proposal Cross-Reference/Compliance Table

3.6.3.3.1. The Offeror shall include the completed Technical Proposal Cross- Reference Table from Annex D of Book I. The Offeror shall complete the Column marked "QUOTATIONS REFERENCE" of the Table, citing the

appropriate section of the Technical Proposal that corresponds to each paragraph of these instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Offeror to ensure that all the required information has been provided in the Technical Proposal.

SECTION 4 QUOTATION EVALUATION PROCESS AND CRITERIA

4.1. General

4.1.1. The evaluation of Quotations will be made by the Purchaser solely on the basis of the requirements in this RFQ. Failure to address any of the bidding requirements in this RFQ or omission of the critical information may result in a determination of non-compliance for the entire Quotation.

4.1.2. The evaluation of Quotations 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 Offeror and contained in its Quotation. The Purchaser shall not be responsible for locating or securing any information which is not included in the Quotation. Documents included by reference only will not be considered.

4.1.3. To ensure that sufficient information is available, the Offeror shall furnish with its Quotation 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 Offeror proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.

4.1.4. During the evaluation, the Purchaser may request clarification of the Quotation from the Offeror, and the Offeror 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 Quotation and to permit the Offeror to state its intentions regarding certain statements contained therein. The Offeror is not permitted any cardinal alteration of the Quotation regarding technical matters and shall not make any change to its price quotation at any time nor restate the Statement of Work (SOW).

4.1.5. The Offeror's prompt response to the Purchaser's clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 48 hours next working day) may cause the Bid to be deemed non-compliant.

4.1.6. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities and capital assets and by virtual interviewing (Teleconference or Video Teleconferencing Capability) Offerors proposed Key Personnel. Physical inspections and interviews shall also apply to assertions in the proposal made on behalf of proposed Subcontractors. The Offeror shall be responsible for providing prompt access to his own or Subcontractors' facilities and personnel.

4.1.7. The Contract resulting from this RFQ will be awarded to the Offeror whose Quotation, as evaluated by the Purchaser, is the lowest priced Quotation in compliance with the requirements of this RFQ.

4.1.8. The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI

Agency) set forth in the NATO document AC/4-D(2019)0004 (INV).

4.1.9. Evaluation of this RFQ will be conducted in accordance with the "One Envelope" procedure in which the Quotation Administration and Price parts of each Offeror are evaluated first, and only the Technical Proposal of the apparent lowest priced Quotation is evaluated for compliance with the technical requirements of the RFQ.

4.1.10. Offerors that are determined to have submitted non-compliant Quotations will be so notified and will have an opportunity, via their National Delegation, to challenge such a determination in accordance with the NATO Infrastructure Bidding Procedures. In such a case, the Technical Proposal of the Offeror who has submitted the apparent second lowest priced Bid will be evaluated. If necessary, this procedure will be repeated until a fully compliant Quotation has been determined.

4.1.11. All administrative compliant Quotations will be evaluated strictly against the evaluation criteria and factors, and shall only be evaluated on a comparative basis for the purposes of the Price Evaluations.

4.1.12. The Offeror who has been determined to have offered the lowest priced, technically compliant Bid will be offered the Contract for award.

4.2. Evaluation Procedure

4.2.1. The evaluation will be done in a three-step process, as summarized below and elaborated on in sections 4.3 - 4.5.

4.2.1.1. Step 1: Administrative Compliance
Quotations received will be reviewed for compliance with the mandatory administrative requirements specified in section 4.3. Quotations not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.

4.2.1.2. Step 2: Price Evaluations
The Price volumes will be opened and evaluated in accordance with section 4.4

4.2.1.3. Step 3: Technical Evaluation
In order for a Quotation to be determined to be compliant, the Offeror shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at section 3.6 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy.

4.3. Evaluation Step 1 – Administrative Criteria

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

4.3.1.1. The Quotation was received by the Quotation Closing Date and Time,

4.3.1.2. The Quotation is packaged and marked properly as per Section 3.4.

4.3.1.3. The Bid Administration Part contains the documentation listed in paragraph 3.4 above and complies with the formal requirements established in paragraph 3.1.

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

4.3.1.5. The Quotation is provided in the English language.

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

4.3.3. Quotations that are determined to be administratively compliant will proceed to Step 2, Price Evaluation.

4.3.4. Notwithstanding paragraph 4.3.3, if it is later discovered in the evaluation of the Quotations Administration Part, Technical Part or the Price Part that the Offeror 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 Offeror may be determined to have submitted a non-compliant Quotation.

4.4. Evaluation Step 2 – Price

4.4.1. The Offeror's Price Quotation will be first assessed for compliance against the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A.

4.4.1.1. The Offeror has furnished Firm-Fixed Prices for all items listed.

4.4.1.2. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets, as well as compliance with the requirements for preparation and submission of the Price Quotation as set forth in Section 3 and Annex A.

4.4.1.3. Quotation prices include all costs for items supplied, delivered, and supported.

4.4.1.4. All prices have been accurately entered into appropriate columns, and accurately calculated.

4.4.1.5. The Offeror has provided accurate unit prices (where required) and total prices for each line item and each of the sub-items it added (if any).

4.4.1.6. The grand total is accurate.

4.4.1.7. The currency (€, $, £, etc.) of all line items has been clearly indicated.

4.4.1.8. The Offeror has quoted in his own national currency or in the host nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of section 3.5.2.10 are met.

4.4.1.9. The Offeror has indicated that in accordance with the treaties governing the terms of business with NATO, he has excluded from his prices all taxes, duties and

customs charges from which the Purchaser has been exempted (note sections 3.5.2.11 and 3.5.2.12).

4.4.1.10. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).

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

4.4.3. The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.4.6.

4.4.4. A Quotation which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.4.5. Basis of Price Comparison / Determination of Lowest Price

4.4.5.1. The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

4.4.5.2. The determination of the lowest Firm-Fixed Price bid will be based on the lowest Bidder's Firm Fixed Hourly Labour Rate quoted in the CLINs of his Bidding Sheets. The total evaluated price includes the base contract (CLINs 1) and evaluated options (CLINs 1-2).

4.4.6. Price Balance and Realism

4.4.6.1. In those cases in which the prices quoted in relation with this Invitation for bid appear to be unreasonably low in relation to the performance required under the prospective Contract and/or the level of effort associated with the tasks, the Purchaser will reserve the right to request the Bidder clarifications aimed to demonstrate the rationale for such circumstances.

4.4.6.2. Indicators of an unrealistically low Quotation may be, for example, numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

4.4.6.3. If the Purchaser has reason to suspect that an Offeror 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:

4.4.6.3.1. An error was made in the preparation of the price quotation. In such a case, the Offeror 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 Offeror. In such a case, the Offeror shall petition the Purchaser to either remain in the competition or accept the Contract at the offered price, or to withdraw from the competition.

4.4.6.3.2. The Offeror has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of

Offeror 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.

4.4.6.3.3. The Offeror 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 Quotation and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Offeror shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

4.4.6.4. If an Offeror fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Quotation submitted as non-compliant. If the Bidder responds on the basis of 4.4.6.3.1 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.

4.4.6.5. If the Purchaser accepts the Offeror's explanation of mistake in paragraph 4.4.6.3.1 and allows the Offeror to accept the Contract at the offered price, or the Purchaser accepts the Offeror's explanation pursuant to paragraph 4.4.6.3.3 above, the Offeror shall agree that the supporting pricing data submitted with his Quotation will be incorporated by reference in the resultant Contract. The Offeror shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.4.6.6. If the Offeror presents a convincing rationale pursuant to paragraph 4.4.6.3.2 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 Quotation may be determined to be non-compliant.

4.5. Evaluation Step 3 – Technical Proposal

4.5.1. In order for a Quotation to be determined to be compliant, the Offeror shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at Section 3.6 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy.

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

EVALUATION CRITERIA	RFQ REFERENCE
Candidate Compliance Matrix/Resumes/CVs The Offeror submitted Candidate Compliance Matrix as per Annex E and Resumes/CVs of the two (2) proposed candidates are meeting all requirements as per paragraph 2.2 of the SOW.	Book I, 3.6.3.1
Candidate Interview (at Purchaser discretion) The proposed candidates did clarify compliance with the essential qualifications as stated in paragraph 2.2 of the SOW in virtual interviews as per paragraph 4.1.6 in Book I and paragraph 7 of the cover letter.	Book I, 3.6.3.2
Technical Proposal Cross-Reference/Compliance Table The Offeror submitted the completed Technical Proposal Cross- Reference Table from Annex D of Book I.	Book I, 3.6.3.3

Table 1 – Criteria for Technical Evaluation

Annex A Bidding Sheets

A-1 Introduction

1. Quotation pricing requirements as addressed in this Annex are mandatory. Failure to abide to the quotation pricing requirements included in this section may lead to the Quotation being declared non-compliant and not being taken into consideration for award.

2. No alteration of the Bidding Sheets – including, but not limited to quantity indications, descriptions, titles or pre-populated Not-to-Exceed amounts – are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheets file.

3. Additional price columns may be added if multiple currencies are Bid, including extra provisions for all totals.

A-2 General Requirements

1. Bidders are required, in preparing their Price Quotation to utilise the electronic file provided as part of this RFQ and referenced in Annex A-3.

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

3. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns.

4. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.

5. All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO and National sites and Contractor facilities.

6. Should the Lowest Compliant Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the bid.

7. Bidders are advised that formulae, designed to ease evaluation of the Bidders proposal, have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae in the electronic copies of the Bidding Sheets.

8. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through process described section 2.6. The Purchaser will then make a correction and notify all the Bidders of the update.
9. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

A-3Bidding Sheets

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

   "02_ RFQ-CO-115737-GIS_Book I-Bidding Sheets.xls"

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

Bidding Sheets Instructions

INTRODUCTION & IMPORTANT NOTES	
	Bidders should note that NCIA has recently updated its bidding sheet template and are encouraged to read the instructions in full for this new version before completing the bidding sheets. All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the bid as non compliant thus removing the bidder from the bidding process. Bidders are **REQUIRED** to complete the following tabs: - **"Offer Summary"**, - **"CLIN Summary"**, - **"Labour"**, - **"Material"**, - **"Travel"**, - **"ODC",** - **"Rates"**. **Note that input cells in the "Offer Summary" and the "CLIN Summary" tabs are colour coded YELLOW.** The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab. G&A, Overhead, material handling and other indirect rates do not need to be separately calculated in the detail sheets but must be included in the totals for each category (Labour/Material/Travel/ODC) as appropriate. A list of the direct and indirect rates applied in the bid must also be provided in the "Rates" tab, although they do not need to be linked to any and the detailed calculations. The list of these rates will be requested in pre-contract award from the winning bidder.

	Note: any information found within GREEN boxes throughout the entire document is provided as an instruction and/or example only. Any formulas provided in these bidding sheets are intended only to assist the bidder. Any changes in formula can be made at the bidder's discretions, as long as the detailed costs are clear, traceable and accurate as required. Ultimately the bidder is responsible for **ALL** values, formulas and calculations within the bidding sheets that are submitted to the Agency. **Bids in MULTIPLE CURRENCIES should follow the following instructions:** - For the "Offer Summary" tab bidders must add "Firm Fixed Price" column to the right of the current table for each additional currency. - For the "CLIN Summary" tab, Bidders have 2 options: A) Two columns "Unit Price" and "Total Firm Fixed Price" may be added to the right of the current table for each additional currency of the bid; B) Bidders may duplicate the CLIN Summary tab for each currency bid. - For the Detailed tabs Bidders have 2 options: A) Provide all the detailed data for all currencies in the table provided, selecting the individual currencies from the dropdown lists and summing only common currencies together in CLIN Summary/Offer Summary Sheets B) Duplicate the CLIN Summary tab for each currency bid.

DETAILED TABs	DESCRIPTION
MATERIAL **LABOUR** **TRAVEL** **ODCs**	The detailed tables are to be completed by the bidder with all columns populated, and shall be expanded to include as many rows as necessary to provide the detail requested. The bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns within tables, or omit information from columns, but may add columns if necessary, although it's not anticipated this will be needed. Note CLINs with no costs associated with that item should also be selected within the table, and noted that there is no cost within that table for the CLIN. For example, if there is no labour associated with CLIN X.1, Select CLIN X.1 in the first column and then in the second column note "No Labour is associated with this CLIN". This will help to ensure that all the proper detail has been accounted for and properly allocated. Important Note: The Total sum of the "fully burdened" cost column should equal the grand total cost for each category (Labour, Material, etc.) to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with that category. These indirect rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be shown as separate calculations at the bidding stage. However, the bidder is required to include the associated indirect costs in the totals of the detailed tab in the base unit costs. Alternatively, the bidder may choose to show these as separate calculations by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Note again although the detailed indirect rate calculations are not required at the bidding stage, this information will be requested from the winning bidder during pre-contract award discussions.

RATES	As discussed previously in these instructions, the detailed indirect rate calculations are not required to be included in the bidding sheets, although the bidders may chose to do so. However, ALL bidders are required to state the G&A/OH/Material handling and any other indirect rates that they have applied to the bid.

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
	Declare Currency =>	

Grand Total Firm Fixed Price - Base Contract	328.401.00
Grand Total Firm Fixed Price - Base Contract + Evaluated Options	328.401.00

CLIN 1	CLIN 1 (BASE-EVALUATED) - On-site support of Enterprise GIS consultants to Core GIS Incr. 3 Rollout	328.401.00
Total Firm Fixed Price Base Contract		**328.401.00**
CLIN 2	CLIN 2 (OPTION-EVALUATED) - On-site support of Enterprise GIS consultants to Core GIS Incr. 3 Rollout	-
Total Firm Fixed Price Evaluated Options		**-**

RFQ-CO-115737-GIS CLIN Summary

BASE CONTRACT

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
								Declare Currency =>			
1	**CLIN 1 (BASE-EVALUATED) - On-site support of Enterprise GIS consultants to Core GIS Incr. 3 Rollout**										
1.1	Contractor support	2.1;3	EDC+12 months	NCI Agency	service	labour-hour	3.040	-	-	Investment	
1.2	Contractor travel (Cost-reimbursable with a non-to-exceed amount of the equivalent to EUR 328,401)	3.8	EDC+12 months	Several locations (Ref:SOW 3.8.2)	service	task	1	328.401.00	**328.401.00**	Investment	
TOTAL PRICE CLIN 1									**328.401.00**		
Total Firm Fixed Price- Base Contract									**328.401.00**		

EVALUATED OPTIONS

CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Delivery Form	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M	Optional Comments (Mandatory for zero costs lines)
								Declare Currency =>			
2	**CLIN 2 (OPTION-EVALUATED) - On-site support of Enterprise GIS consultants to Core GIS Incr. 3 Rollout**										
2.1	Contractor support	2.1;3	Finalization Base contract + 6 months	NCI Agency	service	labour-hour	342	-	-	Investment	
TOTAL PRICE CLIN 2									-		
Total Firm Fixed Price- Evaluated Options									-		

CLIN	Labour Category	Currency	Lab-Hour 2022	Lab-Hour 2023	Lab-Hour 2024	Lab-Hour 2025	Lab-rate 2022	Lab-rate 2023	Lab-rate 2024	Lab-rate 2025	Extended cost	Expat Allowance (ONLY if applicable)	Profit	Fully burdened cost	Subcontracted/ Name of Subcontractor
CLIN 1.1	Insert Labour category name here										-	-	0.00	0.00	
	Insert Labour category name here										-		0.00	0.00	
	Insert Labour category name here										-		0.00	0.00	
	Insert Labour category name here										-		0.00	0.00	
	Insert Labour category name here										-		0.00	0.00	
	Insert Labour category name here										-		0.00	0.00	
	Insert Labour category name here										-		0.00	0.00	
	Insert Labour category name here										-		0.00	0.00	
Total														**0.00**	

CLIN	Origin/Destination	Year	Currency	Nr of trips	Nr of people	Nr of Days per trip	Cost per roundtrip	Per Diem	Extended cost	Profit	Total Cost
CLIN 1.1	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
	Insert Origin/destination								-	0.00	0.00
Total											**0.00**

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

Annex B Prescribed Administrative Forms and Certificates

Annex B-1. Certificate of Legal Name of Bidder

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS

_____
_____
_____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____
POSITION: _____
TELEPHONE: _____
EMAIL: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____
POSITION: _____
TELEPHONE: _____
EMAIL: _____

_____ _____
Date Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

Annex B-2. Acknowledgement of Receipt of RFQ Amendments

I confirm that the following amendments to Invitation for RFQ-CO-115737-GIS have been received and the Quotation, as submitted, reflects the content of such amendments.

Amendment No.	Date of Issue	Date of Receipt	Initials

_____
Date

_____
Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

Annex B-3. Certificate of Independent Determination

It is hereby stated that:

a. We have read and understand all documentation issued as part of this RFQ. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the RFQ and the prospective Contract.

b. Our Quotation has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;

b. The contents of our Quotation have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to award, directly or indirectly to any other Offeror or to any competitor; and

c. No attempt has been made, or will be made by the Offeror to induce any other person or firm to submit, or not to submit, a Quotation for the purpose of restricting competition.

_____ _____
Date Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

Annex B-4. Certificate of Quotation Validity

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

_____
Date

_____
Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

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

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

_____ _____
Date Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

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

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

_____
Date

_____
Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

Annex B-7. Bidder Background IPR

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

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

ITEM	DESCRIPTION

b. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the Background IPR specified above.

_____ Date

_____
Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

Annex B-8. List of Subcontractor IPR

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

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

ITEM	DESCRIPTION

b. The stated Offeror has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor's obligations under the Contract.

c. The Subcontractor IPR stated above complies with the terms Clause 30 the Contract General Provisions.

_____ Date

_____
Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

Annex B-9. Certificate of Understanding

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

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

….....
Date

….....
Signature of Authorised Representative

….....
Printed Name and Title

….....
Company

Annex B-10. Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements

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

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

These supplemental agreements are listed as follows:
(insert list of supplemental agreements or specify "none")

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

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

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

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

_____ _____
Date Signature of Authorised Representative

_____
Printed Name

_____
Title

_____
Company

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

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

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

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

☐ Have not held employment with NCI Agency within the last two years.

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

Employee Name	Former NCI Agency Position	Current Company Position

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

Date: .....

Signature: .....

Name & Title: .....

Company: .....

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

Article 14 PROCUREMENT AND CONTRACTORS

14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.

14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Chief of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.

14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Chief of Acquisition immediately upon becoming aware of it.

14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.

14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.

14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.

14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.

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

15 INDUSTRY INITIATIVES

15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.

15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval.

Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.

15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

16 POST EMPLOYMENT MEASURES

16.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.

16.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

16.3 In addition to Section 16.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.

16.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Chief of Acquisition.

16.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.

16.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.

16.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as RFQs, and contract provisions.

Annex C Clarification Request Form

Company Name _____ Submission Date_____

INVITATION FOR BID
RFQ-CO-115737-GIS

CLARIFICATION REQUEST FORM

Company Name _____ Submission Date_____

ADMINISTRATION or CONTRACTING				
Serial No.	**RFQ Ref.**	**Offeror's Question**	**NCI Agency Answer**	**Status**
A.1			Purchaser to complete	
A.2			Purchaser to complete	
A.3			Purchaser to complete	
A.4			Purchaser to complete	
A.5			Purchaser to complete	

Company Name _____ Submission Date_____

PRICE				
Serial No.	**RFQ Ref.**	**Offeror's Question**	**NCI Agency Answer**	**Status**
P.1			Purchaser to complete	
P.2			Purchaser to complete	
P.3			Purchaser to complete	
P.4			Purchaser to complete	
P.5			Purchaser to complete	

Company Name _____ Submission Date_____

TECHNICAL				
Serial No.	**RFQ Ref.**	**Offeror's Question**	**NCI Agency Answer**	**Status**
T.1			Purchaser to complete	
T.2			Purchaser to complete	
T.3			Purchaser to complete	
T.4			Purchaser to complete	
T.5			Purchaser to complete	

Annex D Cross Reference/Compliance Table

Offerors shall complete column "QUOTATION REFERENCE" with Quotation references that locate the technical proposal documentation required by the RFQ, e.g. section, paragraph, table (if applicable), page number etc. Copy of the duly completed Cross Reference/ Compliance Table is to be included in the Quotation Technical Proposal Package. The Quotation shall follow the instructions in Section 3.6, and will be evaluated according to the instructions in Section 4.5.

Bidding Instructions Requirement Ref.	SoW Requirement Ref.	REQUIREMENT DESCRIPTION	Evaluation Criterion Ref.	QUOTATION REFERENCE
3.6.2.1 Candidate Compliance Matrix	2.2	The Bidder shall have provided for each candidate one (1) compliancy matrix as per Annex E clearly stating how the proposed candidate is in full compliance with all of the essential qualifications in paragraph 2.2 of the SOW.	4.5	Offeror to complete
3.6.2.2 Resumes/CVs	2.2	The Bidder shall have provided two (2) Resumes/CVs (one for each proposed candidate) that are clearly (and individually) in full compliance with all the essential qualifications in paragraph 2.2 of the SOW. Each Resume/CV shall be limited to four pages. The following information shall also be included in the Resume/CV: (1) Name of person, (2) Name of employing company (if applicable), (3) Education, and, (4) Relevant Experience.	4.5	Offeror to complete

Annex E Candidate Compliancy Matrix

Offerors shall insert the "Name" of each candidate and complete column "Compliance", "Justification/Rational" for each of the two (2) candidates). The Quotation shall follow the instructions in Section 3.6, and will be evaluated according to the instructions in Section 4.5.

Candidate Name (First/Last):				
	Details	**Type of experience**	**Compliance Yes/No**	**Justification/Rational**
1	Minimum 3 years of professional experience in the design and implementation of GIS solutions for Enterprise environments using Esri ArcGIS Server 10.x.1 and ArcGIS Desktop (ArcMap and ArcPro) software suite and extensions as well as professional experience with design and implementation of GIS solutions for ArcGIS 10.8.1.	Essential		Offeror to complete
2	Minimum 3 years of professional experience in the administration of ArcGIS Server 10.x.1, including installation, configuration, and systematic analytical interoperability testing with other SW components.	Essential		Offeror to complete
3	Minimum 2 years of professional experience in troubleshooting ESRI software suite, including ArcGIS Server, Desktop and extensions in the following areas: **a.** Problem analysis on ArcGIS Server, Desktop and Geospatial web services issues. **b.** Design, documentation, and validation of solutions. **c.** Systematic testing and validation of deployed solutions.	Essential		Offeror to complete

	d. Providing technical assistance on the corrective action procedures to re-establish GIS services, in an IT support / helpdesk environment.			
4	At least 5 years of practical experience in the area of computer networks, networking architectures, and network related parts of operating systems as well as the ability to identify and troubleshoot problems that are in the underlying infrastructure of a GIS system.	Essential		Offeror to complete
5	A minimum requirement of a Bachelor's degree at a nationally recognized/certified University in a GIS, Physics, IT, Computer or Software related discipline Or exceptionally, the lack of a university degree may be compensated by the demonstration of a candidate's particular abilities or experience that is/are of interest to NCI Agency, that is, at least 6 years extensive and progressive expertise in duties related to the function of the post	Essential		Offeror to complete
6	NATO Secret Clearance	Essential		Valid until: Offeror to complete
7	Fluency in Business English -3333 (speaking and writing).	Essential		Offeror to complete
8	Ability to travel within NATO countries to support Core GIS NATO Command Structure (NCS) sites.	Essential		NOT REQUIRED
9	Professional experience with direct customer contact and the direct interaction with customers, preferably in a support environment and ability to integrate and work in a multinational team	Essential		Offeror to complete

10	Expertise in IT infrastructure and platform services (such as databases, virtualization platforms, network components) to the extent as it is required for the designs, operation, & maintenance and diagnosis of an enterprise GIS;	Essential		Offeror to complete
11	Standard Automatic Data Processing Knowledge a. Word Processing: Advanced knowledge b. Spreadsheet: Working knowledge c. Graphics Presentation: Working knowledge d. E-mail clients/Web Browsers: Working knowledge	Essential		Offeror to complete
12	Professional experience with Arc SDE for Microsoft SQL Server in the following areas: a. Multiuser geodatabase architecture, configuration options, and techniques to efficiently load data, assign user permissions, and maintain database performance over time. b. Deploying and Maintaining a Multiuser Geodatabase. c. Configuring and Managing the Multiuser Geodatabase.	Essential		Offeror to complete

CO-115737-GIS

SUPPORT TO CORE GIS INCR. 3 ROLLOUT

NATO
OTAN

NATO Communications and Information Agency

NCI AGENCY

CONTRACT SIGNATURE SHEET

SERIAL 2014/0IS03098

NCI Agency Contract

CO-115737-GIS

between

NATO Communications and Information Organisation

represented by the General Manager, NATO Communications and Information Agency

Boulevard Leopold III
B-1110 Brussels
Belgium

and

xxxx

Effective Date of Contract:	**TBD**
Contract Value:	
Base contract	TBD
Option:	TBD
Total Potential Contract Value:	TBD
Purchase Order Number	TBD

SIGNATURE SHEET

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

FOR **THE CONTRACTOR**:	FOR **THE PURCHASER**:
……..... **Signature**	……..... **Signature**
……..... **Printed Name**	……..... **Printed Name**
……..... **Title of Signer**	……..... **Title of Signer**
……..... **Date**	……..... **Date**

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NATO OTAN

NATO Communications and Information Agency

NCI AGENCY

PART I

SCHEDULE OF SUPPLIES AND SERVICES

FOR

GEOSPATIAL CONTRACTOR SUPPORT SERVICES TO CORE GIS INCR. 3

CO-115737-GIS

CO-115737-GIS					
Support to Core GIS Incr. 3 Rollout					
Schedule of Supplies and Services (SSS)					
	Basic Period				
CLIN	**Labour Category**	**SOW Reference**	**Hourly On-Site Labour Rate**	**Currency**	**Total Not-To-Exceed Labour Hours**
1.1	*Contractor Support [*Labour Category to be inserted by the Bidder*]	3.1			3040.00
1.2	Contractor Travel (Cost-Reimbursable)	3.1	-	-	N/A
				Grand Total	

	Option Period: if exercised, 6 Months from the end of period of performance of the Basic Period				
CLIN	**Labour Category**	**SOW Reference**	**Hourly On-Site Labour Rate**	**Currency**	**Total Not-To-Exceed Labour Hours**
2.1	*Contractor Support [*Labour Category to be inserted by the Bidder*]	3.1			342.00
				Grand Total	

*The Purchaser requires two (2) subject matter experts (working in parallel) to support the activities described in Section 3 of SOW.

CONTRACT SPECIAL PROVISIONS

FOR

GEOSPATIAL CONTRACTOR SUPPORT SERVICES TO CORE GIS INCR. 3

RFQ-CO-115737-GIS

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1. DISPOSITION OF GENERAL PROVISIONS

1.1. For the purposes of this Contract, the NCI Agency Contract General Provisions are modified, supplemented, replaced, or deleted as follows:

1.1.1. Clause 4 (Fixed Rates for Services) replaces Clause 7 (Firm Fixed Price Contract) of the NCI Agency Contract General Provisions).

1.1.2. Clause 6 (Acceptance Procedures) modifies Clauses 21 (Inspection and Acceptance of Work) and 22 (Inspection and Acceptance of Documentation) of the NCI Agency Contract General Provisions.

1.1.3. Clause 7 (Invoicing and Payments) supplements Clause 25 (Invoices and Payment) of the NCI Agency Contract General Provisions.

1.1.4. Clause 8 (Performance Guarantee) of the NCI Agency Contract General Provisions is deleted.

1.1.5. Clause 9 (Security) supplements Clause 11 (Security) of the NCI Agency Contract General Provisions.

1.1.6. Clause 10 (Purchaser Furnished Facilities and Support) replaces Clause 13 (Purchaser Furnished Property) of the NCI Agency Contract General Provisions.

1.1.7. Clause 10 (Sub-Contracts) of the NCI Agency Contract General Provisions is modified as follows: Paragraphs 10.3 through 10.6 are not applicable.

1.1.8. Clause 13 (Place and Terms of Delivery) replaces Clause 20 (Notice of Shipment and Delivery) of the NCI Agency Contract General Provisions.

1.1.9. Clause 14 (Rights in Technical Data and Data Legends) supplements Clause 30 (Intellectual Property) of the NCI Agency Contract General Provisions.

1.1.10. Clause 23 (Non-Disclosure) supplements Clause 12 (Release of Information) of the NCI Agency Contract General Provisions.

1.1.11. Clause 29 (Non-Disclosure) supplements Clause 28 (Right of Access, Examination of Records) of the NCI Agency Contract General Provisions.

2. SCOPE

2.1. The scope of this contract is for the provision of Geospatial Support Services to the NATO Communications and Information Agency (NCI Agency) as set

forth in the Schedule of Supplies and Services and the Statement of Work (SOW) contained herein.

2.2. The agreement of this contract by the Parties neither implies an obligation on the Purchaser to extend the contract beyond the specified scope nor to prohibit the Parties from mutually negotiating modifications thereto.

3. DURATION

3.1. The Contract shall commence upon the Effective Date of Contract (EDC).

3.2. The total number of not-to-exceed labour hours is specified in Section 3.2 of the SOW.

3.3. The total period of performance for the Basic Period is twelve (12) months from the Effective Date of Contract Award plus an additional six (6) months if the option period is exercised.

3.3.1. The appropriate performance start date will be arranged between the Purchaser and the Contractor. However, the start date is expected to be no later than 4 January 2023.

4. FIXED LABOUR RATES FOR SERVICES

4.1. This is a contract with firm fixed labour rates. The labour rates are fully loaded with all indirect costs and profit.

4.2. The Contractor will be paid at the rates specified in the Schedule of Supplies and Services (SSS).

4.3. The Purchaser assumes no liability for costs incurred by the Contractor in excess of the amounts stated in the authorised tasks, except as provided under other provisions of this Contract.

4.4. The cost of any Purchaser-directed travel will be reimbursed in accordance with the provisions of Clause 16 (Purchaser Directed Travel) hereunder.

5. OPTIONS

5.1. CLIN 2.1 is optional and is available for unilateral exercise by the Purchaser at any time and in any combination from Effective Date of Contract until the period of validity indicated in the Contract Schedule of Supplies and Services.

5.2. The Contractor understands that there are no obligations under this Contract for the Purchaser to exercise any of the Options and that the Purchaser bears no liability should it decide not to exercise them (either totally or partially).

5.3. Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the Options of the current Contract through a new Contract with other conditions.

5.4. If an option is exercised, the Contractor will have a minimum period of forty-five (45) days between notification and the required Performance Start Date (PSD).

5.5. Any Contract option shall be exercised unilaterally by written notice from the Purchaser to the Contractor.

6. ACCEPTANCE PROCEDURES

6.1. This Clause modifies Clauses 21 and 22 of the NCI Agency Contract General Provisions.

6.2. Acceptance is the action by which the Purchaser formally acknowledges that the Contractor has fully demonstrated that Contract Deliverables are complete or have been performed according to the requirements set in the Contract.

6.3. Acceptance procedures are described in Clauses 21 and 22 of the NCI Agency Contract General Provisions and Clause 7 of the Contract Special Provisions.

6.4. Where the Contractor fails to meet all Contract requirements but such a failure is not material or fundamental, the Purchaser may, at its sole discretion, declare the Acceptance provisional (or Partial Acceptance). In this case of a Partial Acceptance, the Purchaser will make an assessment of the nature of the deficiencies and may pay the Contractor an amount commensurate with the Partially Accepted work. This amount may be between 50% and 90% of the total price of the CLIN. Full payment will not be made until all deficiencies have been cleared at which point in time the Acceptance shall become final.

7. INVOICING AND PAYMENTS

7.1. The Contractor shall submit invoices (labour and cost-reimbursable travel) on a monthly basis from the effective start date and at the fixed labour rate set forth in the schedule. Timesheets must be submitted to the Project Manager for approval on a monthly basis. Timesheets approved by the Project Manager must accompany all invoices submitted for payment. All invoices must reference the appropriate Purchase Order number.

7.2. Payment to the Contractor will be made within 45 days of receipt by NCI Agency of properly certified invoices.

8. CORRESPONDENCE AND CONTRACT ADMINISTRATION

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

8.2. Formal letters and communications shall subsequently be via email.

8.3. Informal notices and informal communications may be exchanged by e-mail or telephone. A formal letter or other formal communication to be contractually binding must confirm all informal communication.

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

8.5. Official Points of Contact:

Contractor:	Name:
	Attn:
	Title:
	Address:
	Telephone:
	E-mail:

NCI Agency:	Avenue du Bourget 140
	1110 Brussels, Belgium
	Acquisition Directorate
	Attn: Ms. Emira Kapetanovic (Principal Contracting Assistant)
	Telephone: +32.2.707.8582
	E-mail: Emira.Kapetanovic@ncia.nato.int

or to such address as the above-mentioned may from time to time designate in writing.

9. SECURITY

9.1. The security classification of the contract is NATO UNCLASSIFIED.

9.2. The Contractor and all sub-Contractors shall handle and safeguard NATO CLASSIFIED material in accordance with NATO and national security regulations.

9.3. On-site Contractor Personnel working under this contract must possess a NATO SECRET security clearance as a minimum and no later than the performance start date (per paragraph 2.2 of the SOW) and submitted no later than the performance start date to the security office at the primary work location.

9.4. It shall be the Contractor's responsibility to obtain the necessary clearances and to have such clearances confirmed to the Purchaser when requested.

9.5. Failure to meet the timely security requirement shall not constitute a valid reason to delay commencement of a task and shall constitute a material breach of the contract, which, at the discretion, of the Purchaser may result in immediate termination of the contract with no further remedy.

9.6. In the performance of all works under this contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the Host Nation and by the local Headquarters.

10. PURCHASER FURNISHED FACILITIES AND SUPPORT

10.1. For performance at the Purchaser's facilities, the Purchaser shall provide, or arrange to be provided, office space and equipment (desks, chairs, and storage facilities) as well as the hardware and software necessary to meet the requirements of the contract to support Contractor performance.

10.2. No alterations to the facilities shall be made without specific written permission from the Contracting Officer. The Contractor shall return the facilities to the Purchaser in the same condition as received, fair wear and tear and approved modifications excepted. These facilities shall only be used in performance of this contract.

10.3. **Equipment**

10.3.1. When performing on-site work, the Purchaser will provide the Contractor access to basic office equipment. Basic office equipment includes computer hardware and software, and use of a facsimile machine and copier. The Contractor will be responsible for any long distance telephone or facsimile calls, which are not directly related to the performance of the contract.

10.3.2. The aforesaid office automation resources are for use by the Contractor to provide services to the Purchaser. Such office automation resources shall be Purchaser inventory, subject to Purchaser rules of assignment, information accessibility, protection and control. The Purchaser may, inspect and copy without notification or delay the information on these office automation systems at all times. The Contractor may not store Contractor-owned or Contractor-proprietary data on these office automation systems.

10.3.3. The Purchaser shall not be responsible for loss of or for protection of Contractor-proprietary information stored or processed on these machines.

10.4. Except for those items or services specifically stated elsewhere to be Purchaser-furnished, the Contractor shall furnish everything required to perform this contract in accordance with all of its terms.

10.5. General-purpose items include clerical supplies, telephone charges and postage. General purpose items required for the conduct of the Contractor's normal business operations is considered as Contractor overhead and the cost shall be included in the labour rates listed in the Schedule of Supplies and Services. General-purpose items used in the performance of this contract shall not be billed separately as materials and equipment.

11. TECHNICAL DIRECTION

11.1. For the direct official control and coordination of requirements, the Purchaser designates the Project Manager specified below as the staff element that has the authority to coordinate, monitor, and control Contractor's performance under this Contract:

NCI Agency
Oude Waalsdorperweg 61
2597 AK The Hague, Netherlands
Attn: Dr. Florian Sayda, Project Manager
Telephone: +31 70 374 3481
E-mail: Florian.Sayda@ncia.nato.int

11.2. The Purchaser may designate other staff elements as technical focal points for the execution of specific tasks and who will provide the Contractor with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.

11.3. Notwithstanding the prescriptions of this Clause, neither the Purchaser's Project Manager, nor any Technical Representative has the authority to change the terms and conditions of the Contract. If the Contractor has reason to

believe that the Project Manager/Technical Representative is requesting work that is inconsistent with the scope of the Contract, the Contractor shall immediately inform the Purchaser's Contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is under the authority of the Contract shall render any subsequent claim null and void.

11.4. Upon receipt of such notification above, the Purchaser's Contracting Authority will:

11.4.1. confirm the effort requested is within scope, or

11.4.2. confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or

11.4.3. rescind the instructions.

12. PACKAGING, MARKING AND SHIPPING REQUIREMENTS

12.1. Documentation shall be delivered to the Purchaser at the specified destination by best commercial practice and shall be clearly marked with the appropriate contract and task reference.

13. PLACE AND TERMS OF DELIVERY

13.1. Services and items called for under this Contract shall be delivered Delivery Duty Paid (DDP) in accordance with INCOTERMS to the destination(s) and at such times as set forth in the tasking documentation.

14. PROTECTION OF NATO BUILDINGS, EQUIPMENT, AND VEGETATION

14.1. The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on NATO installations. If the Contractor's failure to use reasonable care causes damage to any NATO property, the Contractor shall replace or repair the damage at no expense to NATO as the Purchaser directs.

14.2. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

15. PURCHASER DIRECTED TRAVEL

15.1. All travel and other expenses incurred whilst on task will be authorised in advance by the Project Manager and sufficient funding to cover such costs will be included in the Contract.

15.2. Costs for travel, per-diem and associated charges shall not exceed that applicable for NATO staff as indicated in Annex 2 of this document. This document will be updated as changes occur.

15.3. Reimbursement will be made on the basis of these rates and not on "actual costs" incurred. The Purchaser will provide the Contractor with NATO per diem rates at the beginning of the Contract and periodically as changes and/ or updates occur.

15.4. Calculation of reimbursement for meals and accommodation will be made on the following basis:

15.4.1. 50% of the per diem is dedicated to accommodation. Reimbursement for accommodation will be done based on actual cost capped to 50% of the per diem. Copy of the invoice will have to be presented.

15.4.2. Meals expenses reimbursements are addressed as follows:

15.4.2.1. 10% of the per diem for breakfast. If included in the accommodation rate, reimbursement of the accommodation will be capped to 60 % of the per diem including breakfast.

15.4.2.2. 20% of the per diem is allocated for lunch and/or dinner (40% for the day). There is no need to produce invoices with the claim.

15.5. Expenses for transportation will be reimbursed on the basis of "not to exceed" the price of economy air or first class rail ticket. Rate of compensation for personal automobile used in travel shall not exceed the same rate as a first-class rail ticket between point of departure and destination.

15.6. The Contractor is responsible for insuring its own personnel during the performance of the activities. The Purchaser accepts no liability for any loss or damages whatsoever caused as a result of Purchaser directed travel.

15.7. Per Diem will not be paid for one day trips between SHAPE or Brussels, Belgium and The Hague, Netherlands and vice versa, but travel costs in accordance with the foregoing Clauses may be claimed.

15.8. Contractors travelling on weekends or public holidays will not be entitled to charge those days as work days unless authorized by the Contracting Officer.

16. PERSONNEL REQUIREMENTS

16.1. The Contractor shall provide the services of qualified personnel meeting the standards applicable to each labour category as set forth in the SOW to ensure efficient and high quality execution of this contract.

16.2. Qualification Verifications. The Purchaser may (at its discretion) request the Contractor to provide with its response a Curriculum Vitae for nominees for each position. The Purchaser may consider it necessary to interview nominees to assess their technical competence with the requirements. These interviews will generally be carried out by telephone but on certain occasions the interview may be at one of the NCI Agency major locations in Belgium or The Netherlands. All cost associated with the interview shall be borne by the Contractor independently from the Purchaser's technical evaluation outcome.

17. INDEPENDENT CONTRACTOR

17.1. The Personnel provided by the Contractor are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.

18. RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT

18.1. The Contractor shall inform its employees under this Contract of the terms of the Contract and the conditions of the working environment.

18.2. The Purchaser shall not be responsible for securing work permits, lodging, leases nor tax declarations, driving permits, etc., with national or local authorities. Contractor(s) under this Contract are not eligible for any diplomatic privileges or NATO employee benefits.

19. WORKING CONDITIONS

19.1. Contractors shall work a standard 38 hour work week normally consisting of approximately 7.6 hours per day for 5 days.

19.2. The terms "day" and "working day" are used synonymously throughout this document except otherwise stated.

19.3. On exceptional cases where specific tasks or other activities require Contractor personnel to work beyond the standard 38 hour work week, the Purchaser's Project Manager can authorize up to 50 hours per work week. Above this, the Contracting Officer shall authorize.

19.4. The Contractor's personnel will observe official NATO holidays.

19.5. Requests for leave from work and other time off shall be co-ordinated and approved by the Project Manager in advance. Leave taken shall result in a pro rata credit to the Purchaser for the month in which the leave occurs.

20. KEY PERSONNEL

20.1. For purposes of this Clause, all of the Contractor personnel assigned to this effort is designated as Key Personnel.

20.2. If option is exercised, the Key Personnel provisions will apply to the option period from the effective date of the Contract

20.3. The Contractor may not remove this individual(s) to other duties without the prior written approval of the Purchaser.

20.4. If the services of the Key Personnel are lost to the Contractor beyond the reasonable control of the Contractor, the Contractor must provide a substitute of equivalent or higher qualification and experience within 21 days of the date on which the Contractor has knowledge of the loss of service of this key person with no additional costs for the Purchaser.

20.5. The Purchaser has the right to refuse any proposed substitution. The Purchaser will confirm any consent given to a substitution in writing through an Amendment to the Contract stating the effective date of change of personnel and only such written consent shall be deemed as valid evidence of Purchaser consent.

20.6. Any replacement of Contractor personnel shall not commence work for the Purchaser until he has fully acquired and understood all knowledge of the work already performed by the existing Contractor personnel. The Contractor shall ensure full transfer of knowledge from the existing Contractor personnel to the replacement Contractor personnel at no cost to the Purchaser. There should be a 1 week overlap between the old and new Key Personnel.

20.7. Contractor personnel proposed in substitution of previously employed Contractor Key Personnel shall be interviewed and approved by the Purchaser Project Manager before substitution acceptance is granted in writing by the Purchaser contracting Authority.

20.8. In the event of a substitution of any key personnel listed in Clause 26.3 and prior to commencement of performance, the Contractor shall provide a CV and candidate compliance matrix as per Annex 3 for the personnel proposed. The CV shall clearly stipulate:

20.8.1. Full details of professional and educational background;
20.8.2. Evidence that the personnel is qualified in pertinent contract related areas per the SOW.

20.9. The Contractor shall take all reasonable steps to avoid changes to Key Personnel assigned to this project except where changes are unavoidable or are of a temporary nature. Any replacement personnel shall be of a similar grade, standard and experience as the individual to be substituted. The Contractor shall endeavour to have an overlap of one week for knowledge transfer in case such a change is requested and approved. The cost of this overlap period shall be borne by the Contractor.

20.10. Furthermore, even after acceptance of a Contractor's staff member on the basis of his/her CV and/or interview, the Purchaser reserves the right to reject the Contractor's staff member, if the individual is not meeting the required level of competence. The Purchaser will inform the Contractor, in writing, including the cause of rejection, in cases where such a decision is taken, and the Contractor shall propose and make another staff member available within fifteen working days after the written notification. The Purchaser shall have no obligation to justify the grounds of its decision and its acceptance of staff members shall in no way relieve the Contractor of its responsibility to achieve the contractual and technical requirements of this Contract nor imply any responsibility to the Purchaser.

20.11. After acceptance in writing by the Purchaser of a substitution of staff, based on a CV and/or interview, paragraph shall be applicable again, if necessary.

20.12. The Purchaser may at any time require the Contractor immediately to cease to employ the above named Key Personnel under the present Contract if, in the opinion of the Purchaser, his/her employment is undesirable. The Contractor shall replace any such employee in accordance with Clauses 21.5-21.8.

20.13. In those cases where, in the judgment of the Purchaser, the inability of the Contractor to provide a suitable replacement in accordance with the terms of this Clause may potentially endanger the progress under the Contract, the Purchaser shall have the right to terminate the Contract in accordance with the terms of Clause 39 ("Termination for Default") of the Contract General Provisions.

20.14. Any change of status or reorganization of the Contractor's practice, or any change in the responsibility for the execution of the Contract shall be reported to the Purchaser immediately when the change or reorganization is promulgated.

20.15. The Contractor's Key Personnel required to interface directly with the Purchaser's counterparts, shall have the capability to readily communicate (oral and written fluency) in English and to provide, if requested official documents destined for distribution during the course of the Contract in English.

20.16. The Purchaser may, for just cause, require the Contractor to remove its employee. Notice for removal will be given to the Contractor by the Purchaser in writing and will state the cause justifying the removal. The notice will either demand substitution for the individual involved and/or contain a notice for default and the remedies to be sought by the Purchaser.

20.17. Each substitution consultant shall be required to sign the Annex 1: NON DISCLOSURE DECLARATION before beginning of work and above-mentioned amendment signature.

21. NON-DISCLOSURE

21.1. Contractor's performance under this Contract may require access to third party data and information. The Contractor shall exercise the same degree of care for such third party data and information that it undertakes to preserve and protect its own data and information.

21.2. The contractor and all Sub-contractors may be required to sign non-disclosure agreements or certificates for access to specific information to complete tasks.

21.3. Signed Non-Disclosure Agreement (NDA) will be kept by the Contractor who will provide the Purchaser with a list (to be updated as required) confirming that the NDA has been signed (mentioning name of signatory and date). Copy of the signed NDA will be provided to the Purchaser upon request.

21.4. The Contractor shall ensure that its officers, employees, agents and Sub-contractors shall have been made aware of the requirements of confidentiality

and shall not cause or permit the data and/or information to be either totally or partially disclosed to any third party.

21.5. Notwithstanding the above all officers, employees, agents and subcontractors working on-site at NATO or, under circumstances where the Project Manager warrants, shall sign a NDA in the format at the Attachment.

21.6. The Contractor shall be liable for all damages resulting from the non-authorised use of the data and/or information.

22. QUALITY ASSURANCE

22.1. A Quality Assurance (QA) programme for all work performed under this Contract shall be applied by the Contractor based on its best commercial practices.

23. SOFTWARE LICENCES

23.1. Any software supplied will include a valid licence enabling the Purchaser to operate it legitimately in the location(s) and manner indicated in the Contract.

23.2. Any upgrades/patches or items of a similar nature will be similarly licensed.

23.3. The Contractor shall hold the Purchaser wholly harmless from any claims, actions or dispute howsoever arising under this Provision.

24. TRANSPARENCY OF CONTRACTOR PROVIDED PERSONNEL

24.1. The Contractor shall inform the Purchaser with every CV submitted whether the proposed candidate has any family members working for the Agency and whether they have in the past been Agency employees (Civilian/ Military) and if so, providing dates and position. In accordance with internal NCI Agency rules, certain candidates may be excluded from carrying out work for the Agency.

24.2. Should the proposed candidate have been civil servant or military servant in its national defence environment, the Contractor shall confirm that the proposed candidate is free to contract with the Contractor by indicating the candidate's administrative status with its national employer.

25. PROHIBITION AGAINST RECRUITMENT OF SERVING STAFF

25.1. The Contractor is prohibited from approaching active NCI Agency staff (NATO Civilian or Military) to discuss future employment opportunities with

their firm, or to act as a broker for employment with other firms, not including advertisements in the public domain.

26. FORCE MAJEURE CLAUSE

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

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

26.2.1. war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;

26.2.2. civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;

26.2.3. currency and trade restriction, embargo, sanction;

26.2.4. act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;

26.2.5. plague, epidemic, natural disaster or extreme natural event;

26.2.6. explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and

26.2.7. general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

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

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

26.4.1. the Affected Party makes all reasonable efforts to limit the effects of Force Majeure upon performance and to avoid or overcome the effects of Force Majeure;

26.4.2. the suspension of performance is of no greater scope than is necessitated by Force Majeure;

26.4.3. the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in accordance with [4.1], and notifies the Other Party immediately when the effects of Force Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.

26.5. Neither Party shall be in breach of the Contract nor liable for delay in performing, or for failing to perform, its obligations under the Contract, due to Force Majeure.

26.6. Unless otherwise agreed by the Parties, if Force Majeure continues for more than ninety (90) days, the Parties may agree: (a) to a revised delivery schedule at no cost; (b) to a reduction of scope terminating part of the contract at no cost; or (c) to terminate the whole of the Contract at no cost.

27. NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR MANDATED NATO THIRD PARTY AUDITS BY RESOURCE COMMITTEES

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

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

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

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

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

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

28. NCI AGENCY SUPPLIER CODE OF CONDUCT

28.1.1. The NCI Agency has a Supplier Code of Conduct located at https://www.ncia.nato.int/business/do-business-with-us/code-of-conduct.html and it constitutes part of this contract.

28.1.2. This Supplier Code of Conduct sets standards and practices for suppliers and their subcontractors to adhere to when doing business with the NCI Agency in the areas of labour rights, human rights, data protection, ethical conduct and the environment. It contains fundamental, basic principles that any supplier based in a NATO country should already be operating in compliance with.

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

END OF CONTRACT SPECIAL PROVISIONS

29. ANNEX 1: NON DISCLOSURE DECLARATION

(To be signed by the Contractor's working in the NATO's premises upon commencement of this Contract)

I, The Undersigned, UNDERSTAND:

1. That I must preserve the security of all classified /commercial-in-confidence information which comes to my knowledge as a result of this contract with the NCI Agency and that I undertake to comply with all relevant security regulations.

2. That I must not divulge to any unauthorised person, any classified/commercial-in confidence information gained by me as a result of my contract with NATO, unless prior permission for such disclosure has been granted by the appropriate NATO authority.

3. That I must not, without the approval of the appropriate NATO authority, publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my official duties for NATO.

4. That, at the end of contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my official duties, save such as I have been duly authorised to retain.

5. That if I violate prescribed security practices either intentionally or accidentally, my contract may be immediately terminated.

6. That the provisions of the above Declaration apply not only during the period of my contract with the Agency, but also after my contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.

7. That by accepting the position of Support Contractor for NATO corresponding to the tasks and duties described in the present contract, I will be considered as a Key Personnel as specified in Contract Special Provision Clause 21.

8. That I commit to fulfil my obligations for the period of performance mentioned in the Schedule of Supplies and Services (including the optional periods) unless major events beyond my reasonable control happen.

9. That should I decide for personal interest to leave the position, I will do my best effort to fulfil my obligations until the Company that is currently employing me has

provided NATO with an acceptable suitable substitute in accordance with Contract Special Provision – Clause 21.

10. That I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me as a member of NATO and to discharge these functions with the interests of NATO only in view. I undertake not to seek or accept instructions in regard to the performance of my duties from any government, company or from any authority other than that of NCI Agency.

11. That within the next two weeks I shall acquaint myself with the NATO security regulations and security operating instructions.

_____	_____	_____
Full name (in block capitals)	Signature	Date

30. ANNEX 2: NCI AGENCY PER DIEM RATES AND KILOMETRIC ALLOWANCE 2022

30.1. KILOMETRIC ALLOWANCE

30.1.1. Belgium: EUR 0.50
30.1.2. The Netherlands: EUR 0.57

30.2. PER DIEM RATES (release 12 September 2022)

30.2.1. EURO Countries (Full Daily Rates)

COUNTRY	EUR	COUNTRY	EUR	COUNTRY	EUR
Afghanistan	201.00	Georgia	187.00	Poland	188.00
Albania	157.00	Germany	215.00	Portugal	190.00
Andorra	120.00	Greece	192.00	Romania	185.00
Armenia	152.00	Hungary	188.00	Russian Federation	258.00
Austria	194.00	Iceland	250.00	San Marino	163.00
Azerbaijan	197.00	Ireland	220.00	Serbia	161.00
Belgium	241.00	Italy	230.00	Slovakia	171.00
Bosnia and Herzegovina	150.00	Latvia	167.00	Slovenia	186.00
Bulgaria	172.00	Lithuania	172.00	Spain	202.00
Croatia	195.00	Luxembourg	243.00	The Republic of North Macedonia	140.00
Cyprus	187.00	Malta	189.00	Türkiye	155.00
Czech Republic	184.00	Moldova	157.00		
Estonia	168.00	Monaco	260.00	Ukraine	205.00
Finland	240.00	Kosovo	140.00	United Arab Emirates	275.00

France, elsewhere	221.00	Montenegro	148.00		
France, Paris	256.00	Netherlands	216.00		

30.2.2. **NON - EURO Countries (Full Daily Rates)**

COUNTRY	CURRENCY	AMOUNT
UK, London	GBP	259.00
UK, Elsewhere	GBP	218.00
Norway	NOK	2,777.00
Denmark	DKK	1,909.00
Canada	CAD	346.00
USA, Washington	USD	346.00
USA, New York City	USD	398.00
USA, Elsewhere	USD	299.00
Sweden	SEK	2,827.00
Switzerland	CHF	312.00

31. ANNEX 3: Candidate Compliancy MatrixNCI

Contractor shall insert the "Name" of each candidate and complete column "Compliance", "Justification/Rational" for each candidate.

Candidate Name (First/Last):				
	Details	**Type of experience**	**Compliance Yes/No**	**Justification/Rational**
1	Minimum 3 years of professional experience in the design and implementation of GIS solutions for Enterprise environments using Esri ArcGIS Server 10.x.1 and ArcGIS Desktop (ArcMap and ArcPro) software suite and extensions as well as professional experience with design and implementation of GIS solutions for ArcGIS 10.8.1.	Essential		
2	Minimum 3 years of professional experience in the administration of ArcGIS Server 10.x.1, including installation, configuration, and systematic analytical interoperability testing with other SW components.	Essential		
3	Minimum 2 years of professional experience in troubleshooting ESRI software suite, including ArcGIS Server, Desktop and extensions in the following areas: **a.** Problem analysis on ArcGIS Server, Desktop and Geospatial web services issues. **b.** Design, documentation, and validation of solutions. **c.** Systematic testing and validation of deployed solutions. **d.** Providing technical assistance on the corrective action procedures to re-establish	Essential		

	GIS services, in an IT support / helpdesk environment.			
4	At least 5 years of practical experience in the area of computer networks, networking architectures, and network related parts of operating systems as well as the ability to identify and troubleshoot problems that are in the underlying infrastructure of a GIS system.	Essential		
5	A minimum requirement of a Bachelor's degree at a nationally recognized/certified University in a GIS, Physics, IT, Computer or Software related discipline Or exceptionally, the lack of a university degree may be compensated by the demonstration of a candidate's particular abilities or experience that is/are of interest to NCI Agency, that is, at least 6 years extensive and progressive expertise in duties related to the function of the post	Essential		
6	NATO Secret Clearance	Essential		Valid until:
7	Fluency in Business English -3333 (speaking and writing).	Essential		
8	Ability to travel within NATO countries to support Core GIS NATO Command Structure (NCS) sites.	Essential		NOT REQUIRED
9	Professional experience with direct customer contact and the direct interaction with customers, preferably in a support environment and ability to integrate and work in a multinational team	Essential		

10	Expertise in IT infrastructure and platform services (such as databases, virtualization platforms, network components) to the extent as it is required for the designs, operation, & maintenance and diagnosis of an enterprise GIS;	Essential		
11	Standard Automatic Data Processing Knowledge a. Word Processing: Advanced knowledge b. Spreadsheet: Working knowledge c. Graphics Presentation: Working knowledge d. E-mail clients/Web Browsers: Working knowledge	Essential		
12	Professional experience with Arc SDE for Microsoft SQL Server in the following areas: a. Multiuser geodatabase architecture, configuration options, and techniques to efficiently load data, assign user permissions, and maintain database performance over time. b. Deploying and Maintaining a Multiuser Geodatabase. c. Configuring and Managing the Multiuser Geodatabase.	Essential		

NATO COMMUNICATIONS AND INFORMATION AGENCY

CONTRACT GENERAL PROVISIONS

RFQ-CO-115737-GIS

V 1.0 dated 16 Oct 2014

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1. ORDER OF PRECEDENCE

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

1.1. The Signature Page;

1.2. The Contract Schedules, Part I;

1.3. The Contract Special Provisions, Part II;

1.4. The Contract General Provisions, Part III;

1.5. The Statement of Work, Part IV of the Contract;

1.6. The Annexes to the Statement of Work.

2. DEFINITIONS OF TERMS AND ACRONYMS

2.1 ***Assembly*** - An item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.

2.2 ***Acceptance -*** Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements.

2.3 ***Claims -*** A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.

2.4 ***Clause -*** A provision of the Special or General Provisions of this Contract.

2.5 ***Codification Authority -*** The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.

2.6 ***Commercial Off-the-Shelf Items (COTS) -*** The term "Commercially Off-the-Shelf Item (COTS)" means any item that is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;

a) is sold in substantial quantities in the commercial marketplace; and

b) is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.

2.7 ***Component -*** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.

2.8 ***Contractor Background IPR -*** Any IPR owned by the Contractor and/or any Sub-contractor or licensed by a third party to the Contractor which is not created in relation to or as the result of work undertaken for any purpose contemplated

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

2.9 ***Correction -*** Elimination of a Defect.

2.10 ***Contract -*** The agreement concluded between the Purchaser and Contractor, duly signed by both contracting parties. The Contract includes the documents referred to in Clause 1 (Order of Preference).

2.11 ***Contracting Authority -*** The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorised representatives of the Chief of Contracts of the NCI Agency.

2.12 ***Contractor -*** The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto.

2.13 ***Day -*** A calendar day

2.14 ***Defect -*** Any condition or characteristic in any Work furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.

2.15 ***Deliverable -*** Any and all goods (including movable and immovable goods) to be delivered pursuant to the terms of this Contract including, without limitation, building, raw materials, components, intermediate Assemblies, Parts, end products, equipment, documentation, data, software.

2.16 ***Design Defect -*** Defect attributable to incompatibility, unsuitability or erroneous application of theory, drawings or formula.

2.17 ***Effective Date of Contract (or "EDC") -*** The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties.

2.18 ***Failed Component -*** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity which ceases to perform in a manner consistent with its intended use and specifications of the Contract.

2.19 ***Foreground IPR*** - Any IPR created by the Contractor or any subcontractor of the Contractor in the course of or as the result of work undertaken for any purpose contemplated by the Contract.

2.20 ***IPR -*** Any intellectual property rights of any qualification irrespective of their stage of development or finalisation, including but not limited to patents, trademarks (registered of not), designs and models (registered or not) and applications for the same, copyright (including on computer software), rights in databases, know-how, confidential information and rights in records (whether or not stored on computer) which includes technical and other data and documents.

2.21 ***Manufacturing Defect -*** Defect attributable to improper manufacturing processes, testing or quality control procedures.

2.22 ***NATO -*** The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, the NATO military command structure, agencies and NATO nations.

2.23 ***NCI AGENCY -*** The NATO Communications and Information Agency. The NCI Agency is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NATO CI Organisation.

2.24 ***NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)-*** The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.

2.25 ***NATO Purposes -*** Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.

2.26 ***Part -*** An item of an assembly or sub-assembly, which is not normally further broken down.

2.27 ***Participating Country -*** A NATO member country that participates in financing the effort.

2.28 ***Parties -*** The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.

2.29 ***Purchaser*** - The NCI Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties.

2.30 ***Purchaser Background IPR -*** Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.

2.31 ***Purchaser Furnished Property -*** Any item of equipment, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.

2.32 ***Software (Computer Software) -*** A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.

2.33 ***Software Defect -*** Any condition or characteristic of Software that does not conform with the requirements of the Contract.

2.34 ***Sub-Assembly -*** A portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes Components and/or Parts.

2.35 ***Sub-contract -*** Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, *e.g.*, contract, purchase order, etc.

2.36 ***Sub-contractor -*** Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.

2.37 ***Third Party IPR -*** Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.

2.38 ***Work -*** Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

3. AUTHORITY

3.1. All binding contractual instruments and changes, including amendments, additions or deletions, as well as interpretation of and instructions issued pursuant to this Contract shall be valid only when issued in writing by the Purchaser and signed by the Contracting Authority only.

3.2. No direction which may be received from any person employed by the Purchaser or a third party shall be considered as grounds for deviation from any of the terms, conditions, specifications or requirements of this Contract except as such direction may be contained in an authorised amendment to this Contract or instruction duly issued and executed by the Contracting Authority. Constructive change may not be invoked by the Contractor as a basis for Claims under this Contract.

3.3. The entire agreement between the Parties is contained in this Contract and is not affected by any oral understanding or representation, whether made previously to or subsequently to this Contract.

3.4. Personal notes, signed minutes of meetings, comments to delivered documentation and letters, e-mails and informal messages from project or other Purchaser staff which may indicate the intent and willingness to make changes to the Contract, do not implement the change to the Contract and shall not be used as a basis for claiming change to the Contract by the Contractor.

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

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

5. LANGUAGE

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

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

6.1. The Contractor warrants that he and his Sub-contractors are duly authorised to operate and do business in the country or countries in which this Contract is to be performed and that he and his Sub-contractors have obtained or will obtain all necessary licences and permits required in connection with the Contract. No claim for additional monies with respect to any costs or delay to obtain the authorisations to perform shall be made by the Contractor.

6.2. The Contractor acknowledges that he and his Sub-contractors are responsible during the performance of this Contract for ascertaining and complying with all applicable laws and regulations, including without limitation: labour standards, environmental laws, health and safety regulations and export controls laws and regulations in effect at the time of Contract signature or scheduled to go into effect during Contract performance. Failure to fully ascertain and comply with such laws, regulations or standards shall not be the basis for claims for change to the specifications, terms, conditions or monetary value of this Contract.

7. FIRM FIXED PRICE CONTRACT

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

8. PERFORMANCE GUARANTEE

8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the “Performance Guarantee”) denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.

8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.

8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the

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

8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.

8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.

8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.

8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the provisions of the Contract regarding Termination for Default.

8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.

8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

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

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

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

2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.

3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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

4. This Letter of Credit is effective the date hereof and shall expire at our office located at ____(Bank Address)_____ on _____. All demands for payment must be made prior to the expiry date.

5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond _____ ("Final Expiry Date") without amendment.

6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.

7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

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

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

8. The Beneficiary may not present the certificate described in paragraph 7 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.

9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.

10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

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

9.2 Unless prior written authorisation of the Purchaser has been obtained, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by a firm other than from and

within a NATO Participating Country.

9.3 The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.

9.4 Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.

9.5 Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

10. SUB-CONTRACTS

10.1 The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.

10.2 Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.

10.3 The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:

10.3.1 the Sub-contract was not part of the Contractor’s original proposal;

and

10.3.2 the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or

10.3.3 the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.

10.4 The Contractor shall inform the Purchaser of any change in Sub-contractors for

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

10.5 The Contractor shall submit a copy of any such proposed Sub-contract including prices when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.

10.6 The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

11. SECURITY

11.1 The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.

11.2 In particular the Contractor undertakes to:

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

11.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;

11.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;

11.2.4 furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;

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

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

11.2.7 limit the dissemination of NATO classified information to the smallest number of persons ("need to know basis") as is consistent with the proper execution of the Contract;

11.2.8 comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information;

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

11.2.10 apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;

11.2.11 undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;

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

12. RELEASE OF INFORMATION

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

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

12.2 The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.

12.3 This provision shall remain in effect after the termination of the Contract and shall cease to apply to any particular piece of information once that information becomes public knowledge other than through an act, default or omission of the Contractor or its Sub-contractors.

13. PURCHASER FURNISHED PROPERTY

13.1 The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the Purchaser Furnished Property at the times and locations stated in the Contract. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates the Purchaser shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this Contract pursuant to Clause 16 (Changes).

13.2 In the event that Purchaser Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorise repair or otherwise issue instructions for the disposal of Purchaser Furnished Property agreed to be unsuitable. The Purchaser shall, upon timely written request of the Contractor, equitably adjust any affected provision of this\ Contract pursuant to Clause 16 (Changes).

13.3 Title to Purchaser Furnished Property will remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice and security regulations.

13.4 Unless otherwise provided in this Contract, the Contractor, upon delivery to him of any Purchaser Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereof except for reasonable wear and tear, and except to the extent that Purchaser Furnished Property is consumed in the performance of this Contract.

13.5 Upon completion of this Contract, or at such earlier dates as may be

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

13.6 The inventory shall note whether:

13.6.1 The property was consumed or incorporated in fabrication of final deliverable(s);

13.6.2 The property was otherwise destroyed;

13.6.3 The property remains in possession of the Contractor;

13.6.4 The property was previously returned

13.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.

13.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.

13.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor’s possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor’s use of the Purchaser Furnished Property.

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

14.1 The term "Purchaser Facilities" as used in this Clause shall be deemed to include sites, property, utilities, ships or vessels and the term "Facility Representative" shall be deemed to refer to the authority designated by the Purchaser responsible for the site, property, utility, ship or vessel.

14.2 The Facility Representative shall provide such available administrative and technical facilities for Contractor's personnel working at Purchaser's Facilities for the purpose of the Contract as in the opinion of the Facility Representative may be necessary for the effective and economical discharge of Work. The Facility Representative shall also determine whether these facilities will be provided free of charge to the Contractor or determine what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays of said facilities, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.

14.3 The Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Purchaser, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the Contractor, his servants, agents or Sub-contractors, arising from his or their presence and activities in, and use of, the Purchaser's Facilities; provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.

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

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

16. CHANGES

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

16.1.1 Specifications (including drawings and designs);

16.1.2 Method and manner of performance of the work, including engineering standards, quality assurance and configuration management procedures;

16.1.3 Marking and method of shipment and packing;

16.1.4 Place of delivery;

16.1.5 Amount, availability and condition of Purchaser Furnished Property.

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

16.3 If any such Change Order causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Contractor shall submit a written proposal for adjustment to the Purchaser describing the general nature and amount of the proposal for adjustment. The Contractor shall submit this proposal for adjustment within thirty (30) days after receipt of a written Change Order under (a) above unless this period is extended by the Purchaser.

16.4 If any such Change Order causes a decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Purchaser shall submit a proposal for adjustment within thirty (30) days from the issuance of the Change Order by submitting to the Contractor a written statement describing the general nature and amount of the proposal for adjustment.

16.5 Where the cost of property made obsolete or in excess as a result of a change is included in the Contractor's claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property.

16.6 The Purchaser reserves the right to reject the introduction of the change, after the evaluation of the change proposal, even if the Purchaser initiated such change.

16.7 Failure to agree to any requested adjustment shall be a dispute within the meaning of the Clause 41 (Disputes). However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed.

16.8 No proposal for adjustment by the Contractor for an equitable adjustment shall be allowed if asserted after final payment and acceptance under this Contract.

16.9 Any other written or oral order (which, as used in this paragraph includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a Change Order under this Clause, provided, that the Contractor gives the Purchaser a written notice within thirty (30) Days after receipt of such order stating (i) the date, circumstances, and source of the order; (ii) that the Contractor regards the order as a Change Order; and (iii) a detailed cost and time analysis of the impact of the change, and that the Order is accepted in writing by the Purchaser as a Change Order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.

16.10 All tasks and activities carried out by the Contractor in relation to the processing of the Change Order or in relation to this Clause shall form part of the Contractor’s routine work and cannot be charged as additional work.

17. STOP WORK ORDER

17.1 The Purchaser may, at any time, by written order to the Contractor, require

the Contractor to stop all, or any part, of the Work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the Parties may agree.

17.2 Any such stop work order shall be specifically identified as a stop work order issued pursuant to this Clause (the "Stop Work Order"). The Stop Work Order may include a description of the Work to be suspended, instructions concerning the Contractor's issuance of further orders for material or services, guidance to the Contractor on actions to be taken on any Sub-contracts and any suggestion to the Contractor for minimizing costs.

17.3 Upon receipt of such a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the Work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:

17.3.1 cancel the Stop Work Order; or

17.3.2 terminate the Work covered by such Stop Work Order as provided in Clause 40 (Termination for Convenience of the Purchaser).

17.4 If a Stop Work Order issued under this Clause is cancelled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work.

17.5 An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:

17.5.1 the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and;

17.5.2 the Contractor asserts a Claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Purchaser decides the facts justify such action, he may receive and act upon any such claim asserted at a later date but prior to final payment under this Contract.

17.6 If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated for the convenience of the Purchaser the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

18. CLAIMS

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

18.2 Claims shall be specifically identified as such and submitted:

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

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

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

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

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

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

> 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 Date

18.6 Failure to comply with any of the above requirements shall result in automatic foreclosure of the Claim. This foreclosure takes effect in all cases and also where, for example, the Claim is based on additional orders, where the facts are known to the Purchaser, where the Claim is based on defective specifications of the Purchaser or an alleged negligence in the pre-contractual stage.

18.7 Claims submitted by the Contractor will be reviewed by the Contracting

Authority. The Contracting Authority will respond within sixty (60) days with a preliminary decision, based on an assessment and evaluation of the facts presented by the Parties, as to whether the Contracting Authority considers the Claim to have merit for consideration. If the preliminary decision of the Contracting Authority is that the Claim, as submitted is without merit, the Contractor shall have fourteen (14) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within thirty (30) days receipt of the Contractor's request for reconsideration, the Contracting Authority will issue a decision. The time requirements stated herein may be extended by the Contracting Authority in order to accommodate additional preparation efforts and fact finding discussions but the Contracting Authority may not unreasonable extend such a period. A decision that the submitted claim is without merit will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision may only be challenged by the Contractor through the Disputes provisions described herein.

18.8 A decision by the Purchaser that the claim has merit will result in a Contracting Authority request to enter into negotiations with the Contractor to arrive at a mutually agreed fair and equitable settlement. The Contracting Authority's decision will contain a target date for the commencement and conclusion of such operations. If the Parties are unable to arrive at an agreement on a fair and reasonable settlement by the target date for conclusion, or any extension thereto made by the Contracting Authority, the latter may declare that negotiations are at an impasse and issue a preliminary decision as to the fair and reasonable settlement and the reasons supporting this decision. The Contractor shall have a period of thirty (30) days to present a rebuttal to the Contracting Authority and request reconsideration of the Contracting Authority's decision. Within sixty (60) days of receipt of the Contractor's request for reconsideration, the Contracting Authority will issue its decision on the request for reconsideration. This timeframe will be respected unless an authorisation is needed from a NATO or other authority, the schedule for which is beyond the Contracting Authority's control. A decision of the Contracting Authority on the reconsideration of the matter will be identified as such, will be issued in writing by the Contracting Authority and will be conclusive. A decision on the reconsideration may only be challenged by the Contractor through the Disputes provisions described herein.

18.9 No Claim arising under this Contract may be assigned by the Contractor without prior approval of the Purchaser.

18.10 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim appeal, or action arising under the Contract, and comply with any decision of the Contracting Authority.

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

19.1 Contractor's pricing proposals for Changes, amendments and Claims shall be priced in accordance with the Purchaser's Pricing Principles (Annex 1 hereto

and the sample spreadsheet and its " Instructions to Complete" at Appendix 1) or the national government pricing rules and regulations for the Contractor's own country, where in force. The Contractor shall provide cost information accompanied by appropriate substantiation as required by the Purchaser in accordance with Purchaser's Pricing Principles, or such other format as may be agreed between the Contractor and the Purchaser.

19.2 With respect to Clause 19.1 above, when the price or price adjustment is based on adequate price competition, established catalogue or market price of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contractor shall be responsible for substantiation of such cases to the satisfaction of the Purchaser.

19.3 For the purposes of verifying that the cost or pricing data submitted in conjunction with Clause 19.1 above are accurate, complete and current, the Purchaser or any Purchaser authorised representative shall have the right of access to the Contractor's facilities to examine, until the expiration of three (3) years from the date of final payment of all sums due under the Contract:

19.3.1 those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted; and/or

19.3.2 the computations and projections which were available to the Contractor as of the date of the Contractor price proposal.

19.4 The Contractor, subject to the provisions of this Clause, shall require Sub-contractors to provide to the Purchaser, either directly or indirectly:

19.4.1 cost or pricing data;

19.4.2 access to Sub-contractor's facilities and records for the purposes of verification of such cost or pricing data; and

19.4.3 a Certificate of Current Cost or Pricing Data, when required.

19.5 If any price, including profit, negotiated in connection with this Contract was proposed, taking any of the following into account:

19.5.1 the Contractor furnished cost or pricing data which was not complete, accurate and current as certified in the Contractor's Certificate of Current Cost or Pricing Data provided in accordance with Clause 19.6 below;

19.5.2 a Sub-contractor, pursuant to Clause 19.4 above or any Sub-contract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Sub-contractor's Certificate of Current Cost or Pricing Data;

19.5.3 a Sub-contractor or prospective Sub-contractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Sub-contract cost estimate furnished by the Contractor but which was not complete, accurate and current as of the date certified in the

Contractor's Certificate of Current Cost or Pricing Data; or

19.5.4 the Contractor or a Sub-contractor or prospective Sub-contractor furnished any data, not within 19.5.1 through 19.5.3 above, which, as submitted, was not complete, accurate and current;

19.5.5 then the price and/or cost shall be adjusted accordingly and the Contract shall be modified in writing as may be necessary to reflect such.

19.6 At the time of negotiating any price, including profit, which is based upon the submission of cost or pricing data by the Contractor, the Contractor shall be required to submit a certificate of current cost or pricing data ("Certificate").

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

19.6.2 All such Certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company:

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

_____

Name of Company

_____

Signature

_____

Printed Name of Signatory

_____
Title of Signatory

_____
Date of Signature

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

19.7 For all additional or follow-up agreements which are made for Work which are furnished to the Purchaser without competition, the Contractor shall offer prices on a “Preferred Customer” basis, that is offer prices which are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of equipment and/or Parts covered by the Contract under similar conditions. In the event that prior to completing delivery under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

20. NOTICE OF SHIPMENT AND DELIVERY

20.1 Except as may be specified in the Contract Special Provisions, delivery of all items under this Contract shall be made by the Contractor on the basis of “Delivery Duty Paid” (DDP) as defined by the INCOTERMS 2000 (International Chamber of Commerce Publication No. 560). It shall be noted, however, that because the Purchaser is exempted from direct taxes and duty as set forth in Clause 26 (Taxes and Duties), there is no duty to be paid by the Contractor.

20.2 "Delivery" of required Work by the Contractor does not constitute "Acceptance" by the Purchaser for purposes of meeting the requirements of the Contract Schedule where Purchaser acceptance is the stated payment or schedule milestone.

20.3 Thirty (30) Days, or such other period as specified in the Contract, prior to the delivery of any shipment of Work, the Contractor shall give prepaid notice of shipment to the Purchaser. The Notice of Shipment shall contain, as appropriate, the request for customs form 302, or equivalent document, which shall enable any carrier to conduct duty free import/export clearance through customs for the Purchaser on behalf of NATO.

20.4 The customs form 302 is an official customs clearance declaration issued in advance of shipment by the Purchaser to provide certified information as to the

duty free import, export, or transit of NATO consignments between NATO countries.

20.5 The Notice of Shipment and request for Form 302 or equivalent document shall contain the following information:

20.5.1 Purchaser's Contract number;

20.5.2 Contract item number, designation and quantities;

20.5.3 destination;

20.5.4 number and description of the packages (gross and net weight);

20.5.5 description of the goods and their value (for custom purpose only, not commercial value)

20.5.6 consignor's name and address;

20.5.7 consignee's name and address;

20.5.8 method of shipment (i.e. road, rail, sea, air, etc.);

20.5.9 name and address of freight forwarder.

20.6 Forwarding Agents, Carriers or other responsible organisations shall be informed by the Contractor of the availability of Form 302 or equivalent document and how the form shall be utilised to avoid the payment of custom duties. Form 302 or equivalent document shall be incorporated in all shipping documents provided to the carrier.

20.7 Upon receipt of the Notice of Shipment from the Contractor, the Purchaser may require the Contractor to send copies of the Notice of Shipment to the receiving parties and the Contractor shall comply with this requirement.

21. INSPECTION AND ACCEPTANCE OF WORK

21.1 For the purposes of this Clause, Work does not include documentation which is addressed in Clause 22 (Inspection and Acceptance of Documentation) hereafter.

21.2 Unless otherwise specifically provided for in the Contract, all Work and all Parts and equipment incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Contract. All workmanship shall be as specified under the Contract or, if no workmanship standards are specified, best commercial or “state of the art” complying with relevant (National and International) standards.

21.3 All Work may be subject to inspection and test by the Purchaser or his authorised representative(s) to the extent practicable at all times and places prior to Acceptance, including the period of manufacture, or after delivery or as otherwise specified in the Contract. For the purposes of inspection and testing the Purchaser may delegate as his representative the authorised National Quality Assurance Representative (NQAR) in accordance with STANAG 4107.

21.4 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Contract shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with Clause 16 (Changes).

21.5 The presence or absence of an NQAR or other Purchaser representative shall not relieve the Contractor from conforming to the requirements of this Contract.

21.6 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract. Failure to timely accept or reject the Work shall neither relieve the Contractor from responsibility for such Work nor impose liability on the Purchaser.

21.7 In the event that any Work, or lots thereof, or services are defective in design, material, workmanship or manufacturing quality, or as a result of undue wear and tear or otherwise not in conformity with the requirements of this Contract, including any characteristic or condition which is or becomes at variance to the performance specifications, to the intended function of the Work or the function to which it could reasonably be expected that the Work would perform, the Purchaser shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or replacement. Work which has been rejected or required to be corrected or replaced shall, at the expense of the Contractor, be removed, or, if permitted or required by the Contracting Authority, corrected in place by the Contractor promptly after notice, and shall not thereafter be tendered for acceptance by the Contractor unless the former rejection or requirement of correction or replacement is withdrawn. If the Contractor fails promptly to remove, replace or correct such Work the Purchaser may either:

21.7.1 by contract or otherwise return, replace or correct such Work or services and charge to the Contractor the cost incurred by the Purchaser; and/or

21.7.2 terminate this Contract for default as provided in Clause 39 (Termination for Default).

21.8 When NQAR is not applicable based on the scale of the project, the Purchaser reserves the right to perform inspections through his own staff in accordance with the latest ISO standard at the time of inspection.

21.9 Unless the Contractor corrects or replaces such Work within the delivery schedule, the Purchaser may require the delivery of such Work at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of Clause 41 (Disputes).

21.10 If any inspection or test is made by the Purchaser's representatives on the premises of the Contractor or Sub-contractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of the Contractor's or his Sub-contractor's premises

where any part of the contractual work is being performed.

21.11 If Purchaser inspection or test is made at a point other than the premises of the Contractor or Sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Contract; provided, that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test.

21.12 All inspections and tests by the Purchaser shall be performed in such a manner as not to unduly delay the Work.

21.13 The Purchaser reserves the right to charge to the Contractor any additional cost of Purchaser inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.

21.14 Acceptance or rejection of the Work shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract, but failure to inspect and accept or reject Work shall neither relieve the Contractor from responsibility for such Work as are not in accordance with the Contract requirements nor impose liability on the Purchaser thereof.

21.15 The inspection and test by the Purchaser of any Work or lots thereof, or services, does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

21.16 Acceptance of Work shall take place when the Contracting Authority confirms acceptance in writing of the Work in accordance with the procedure specified in the Contract, or if none is so specified then the Contracting Authority shall be deemed to have accepted the Work without prejudice to any other remedies, when and as soon as any of the following events have occurred:

21.16.1 the Purchaser has taken the Work into use, except as specifically provided by Clause 23 (Use and Possession Prior to Acceptance);

21.16.2 the Purchaser has not exercised its right of rejection of the Work within any period specified for that purpose in the Contract;

21.16.3 there being no period for exercising the right of rejection specified in the Contract, a reasonable time, all the circumstances having been taken into account, has elapsed since inspection of the Work was effected in accordance with the Contract.

21.17 Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21.18 Unless otherwise specified in this Contract, the Contractor shall have or establish, implement and maintain an effective and economical quality control system necessary to satisfy the Contract requirement. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives.

Records of all inspection and testing work by the Contractor shall be kept complete and available to the Purchaser's representatives during the performance of this Contract and for such longer periods as may be specified elsewhere in this Contract.

22. INSPECTION AND ACCEPTANCE OF DOCUMENTATION

22.1 The Contractor shall provide to the Purchaser a draft version of the required documentation as provided by the Contract Schedule and the Statement of Work. Review of draft documentation under this Contract will be made by the Purchaser upon the delivery of these items by the Contractor. The review will be conducted by the Purchaser through duly authorised representatives.

22.2 Upon delivery of the draft documentation, the Purchaser will have a period of review as provided by the Statement of Work. At the end of the review period or before if deemed practical by the Purchaser, the Purchaser's comments will be presented to the Contractor in writing. The substance of such comments will pertain to items of error, non-conformity, omission and guidance in relation to the requirements of the Statement of Work.

22.3 Purchaser Review of the delivered items will emphasise the conformity with the requirements of the Statement of Work, thoroughness of analysis, logical bases of conclusions and models and coherence and completeness of presentation. The review process will also examine editorial and grammatical correctness and the suitability and accuracy of graphics supporting the text.

22.4 The Contractor shall, after receipt of Purchaser comments, incorporate changes, revisions and corrections required by the Purchaser and present the revised documentation in final form to the Purchaser for inspection in accordance with the delivery date specified in the Schedule.

22.5 During the review process the Contractor is not required to halt efforts on further tasks as identified in the Statement of Work. The Purchaser, however, shall not be held liable for any work carried out by the Contractor which is based on draft documentation yet to be reviewed.

22.6 Upon receipt of the items in final form, the Purchaser will inspect the items for a period not exceeding two weeks (or as otherwise stated in the Statement of Work). At the end of the inspection, the Purchaser will notify the Contractor that:

22.6.1 the items have been accepted;

22.6.2 the acceptance of the items is deferred pending further revision;

or

22.6.3 The items are rejected and significantly fail to meet Contract

requirements.

22.7 In the case of Clause 22.6.2 above, the Contractor shall only be responsible for those revisions and corrections requested by the Purchaser and the Purchaser may not request additional revisions during inspection after required revisions have been made. However, if the Purchaser determines that a directed revision has not been made or if such directed revision was cause for revision of other portions of content which were not made by the Contractor, the Purchaser may withhold acceptance until such revisions are made by the Contractor.

22.8 The Contractor shall provide to the Purchaser on request supporting technical data, computer software, databases and background analyses in order to validate findings contained in the delivered items.

22.9 Purchaser acceptance shall be made in writing by the Contracting Authority.

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

23.1 Except as otherwise provided in the Contract Special Provisions, the Purchaser shall have the right to take possession of, or use, any completed or partially completed Work under the Contract at any time, when notified by the Contracting Authority, however such possession or use shall not constitute Acceptance by the Purchaser, as defined in the Contract.

23.2 While the Purchaser has such use or is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to the Work concerned other than that resulting from the Contractor's fault, negligence or defect to the Work.

23.3 If such prior possession or use by the Purchaser delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of delivery will be made, in accordance with the Clause 16 (Changes), and the Contract shall be modified in writing accordingly.

24. OWNERSHIP AND TITLE

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

25. INVOICES AND PAYMENT

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

25.2 Invoices in respect of any Work or services shall be prepared and submitted to

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

25.2.1 Contract number;

25.2.2 Purchaser's Purchase Order number;

25.2.3 accounting codes (as specified in this Contract);

25.2.4 item number (as defined in the Contract);

25.2.5 Contract description of Work or services, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available); and

25.2.6 extended totals. Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.

25.3 In addition, documentary evidence of Acceptance including copies of certificates of conformity shall be submitted together with each invoice. Invoices shall not be submitted to the Purchaser without Acceptance having been previously made by the Purchaser.

25.4 Each copy of the invoice shall contain the following certificate which shall be signed by a duly authorised company official on the designated original invoice:

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

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

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

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

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

shall be addressed to Financial Management at the following electronic address:
"NCIA-CAPDEV-FMU-BEL_E-INVOICES@NCIA.NATO.INT (note there is an

underscore between BEL and E-INVOICES)

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

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

25.6 All invoices submitted shall include the address of the bank to which payment shall be made, together with **either** pertinent information concerning the International Bank Account Number (IBAN) and BIC/SWIFT address **or** pertinent information concerning transit number/sort code, account number and SWIFT address. The Purchaser makes payment only by wire transfer and therefore wire transfer particulars shall be included on the invoice.

25.7 Invoices will be settled by the Purchaser within sixty (60) days of receipt of a properly prepared and submitted invoice.

25.8 The Contractor shall mention on the invoice the payment conditions in line with the Contract.

26. TAXES AND DUTIES

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

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

26.3 The Purchaser shall give reasonable assistance in providing evidence/documents which might be required by the Contractor to ensure that NCI Agency receives tax exemption by virtue of its status under the Ottawa Agreement.

26.4 If, after complying with all national and local legal and administrative procedures, the authorities persist in attempting to impose taxes or duties on goods provided under this Contract, the Contractor shall inform the Contracting Authority providing the particulars of the situation, the procedures which have been followed and the point of contact at the national authority which is attempting to impose taxation or duty. The Contracting Authority will examine the situation and attempt to clarify the legal and

administrative basis of the difficulty. If the Contracting Authority so directs, the Contractor shall pay the required taxes and duties and file for reimbursement or rebate from the national authorities in accordance with national legislative and administrative procedures.

26.5 In the event that the petition for reimbursement or rebate is denied by the national authorities concerned and providing that the Contractor and/or his Sub-contractor have complied with the national legislative and administrative procedures, the Purchaser shall reimburse the full amount of the payment(s) upon receipt of the Contractor's invoice indicating such tax or duty as a separate item of cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced. The Contractor shall offer assistance and execute any such document that may be useful or required to ensure that Purchaser obtains the reimbursement of any tax or duty retained by a national authority.

26.6 In the event of the Contractor and/or Sub-contractor not complying with national legislative or administrative procedures, taxes and duties paid by the Contractor and/or Sub-contractors shall not be reimbursed by the Purchaser.

26.7 Following payment by the Purchaser of the taxes and/or duties pursuant to Clause 26.4 above, should the Contractor subsequently receive a rebate of any amount paid by the Purchaser, the Contractor shall immediately notify the Purchaser and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. The Contractor shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.

26.8 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform himself of his liability in each country where such liability may arise.

27. WARRANTY OF WORK (Exclusive of Software)

27.1 For the purpose of this Clause:

27.1.1 “Acceptance” shall mean the act of an authorised representative of the Purchaser by which the Purchaser assumes title and ownership of delivered Work rendered as partial or complete performance of the Contract. “Acceptance” in this regard, unless specifically provided otherwise in the Contract Special Provisions, means final Acceptance where the Contract provides for Provisional or Partial Acceptance;

27.1.2 “Correction” shall mean the elimination of a defect;

27.1.3 “Work” shall not include software.

27.2 The Contractor shall not be responsible under this Clause for the Correction of Defects in Purchaser Furnished Property, except for Defects in Contractor performed installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on Purchaser Furnished Property. In that event, the Contractor shall be responsible for Correction of Defects that result from the modifications or other Work.

27.3 Unless another period of time is indicated in the Contract Special Provisions, the duration of the warranty provided by the Contractor and its Subcontractors shall be twelve (12) months from the date of Acceptance under this Contract as notified in writing by the Contracting Authority.

27.4 Any Work or parts thereof corrected or furnished in replacement and any services re-performed shall also be subject to the conditions of this Clause 27 to the same extent as Work initially accepted. The warranty, with respect to these Work, or parts thereof shall be equal in duration to that set forth in Clause 27.3, and shall run from the date of delivery of the corrected or replaced Work.

27.5 If the Contractor becomes aware at any time before Acceptance by the Purchaser (whether before or after tender to the Purchaser) or at a later time, that a Defect exists in any Work, the Contractor shall either promptly correct the Defect or promptly notify the Purchaser, in writing, of the Defect, using the same procedures prescribed in Clause 27.8.

27.6 The Purchaser will notify in writing the Contractor of the existence of a Failed Component and return to the Contractor the Failed Component within thirty (30) Days of the discovery of such failure. The transport of the Failed Component shall be at the expense of the Purchaser. The notification of the failure will include as much information as practicable about the circumstances and operating environment at the time of the failure. Upon receipt of such notification by the Purchaser (which may precede receipt of the Failed Component), the Contractor shall ship to the location of the Failed Component an identical component for installation by Purchaser personnel. The Contractor shall ship such replacement component(s) Delivery Duty Paid. Such transportation and replenishment charges are included in the cost of line item of the Contract identified as the warranty.

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

27.8 The Contractor shall conduct analysis of all Failed Components which are

returned to him by the Purchaser or repaired in the field by Contractor field service personnel to determine the cause of the failure. The Contractor shall issue a report to the Purchaser within thirty (30) days of receipt of a returned item or field repair which contains the results of the analysis. The report shall contain the conclusion of the Contractor as to whether the cause of the failure was due to a Manufacturing Defect or a Design Defect and declare what course of remedial action the Contractor shall implement to prevent further failures of a similar nature. Repetitive failures of the same component may be grounds for a de facto determination by the Purchaser that a Design Defect exists.

27.9 If the Purchaser determines that a Design Defect exists in any of the Work accepted by the Purchaser under this Contract, the Purchaser shall promptly notify the Contractor of the Defect, in writing, within ninety (90) days after discovery of the Defect. Upon timely notification of the existence of a Defect, or if the Contractor independently discovers a Design Defect or Manufacturing Defect in accepted Work, the Contractor shall submit to the Purchaser, in writing within thirty (30) days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Purchaser to determine what corrective action, if any, shall be undertaken.

27.10 The Contractor shall also prepare and furnish to the Purchaser data and reports applicable to any Correction required under this Clause (including revision and updating of all other affected data and already accepted documentation called for under this Contract) at no increase in the Contract price.

27.11 In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within forty-five (45) days to amend the Contract to permit Acceptance of the affected Work in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the Parties and be reflected in a supplemental agreement to this Contract.

27.12 Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information in accordance with Clause 27.9, the Purchaser using sole discretion, shall give the Contractor written notice not to correct any Defect, or to correct or partially correct any Defect within a reasonable time.

27.13 The Contractor shall promptly comply with any timely written direction from the Purchaser to correct or partially correct a manufacturing or Design Defect, at no increase in the Contract price.

27.14 The Purchaser shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:

27.14.1 conduct analyses of Failed components and implement a course of remedial action as required by Clauses 27.7 and 27.8;

27.14.2 provide replacement components, technical support or on-location field repair service in accordance with Clauses 27.6 and 27.7; or

27.14.3 prepare and furnish data and reports as required by Clause 27.10.

27.15 The notice referred to in Clause 27.14 shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

27.16 If the Contractor does not comply with the Purchaser's written notice in Clause 27.14, the Purchaser may by Contract or otherwise:

27.16.1 Obtain detailed recommendations for corrective action from its own resources or third parties and either:

27.16.2 correct the Work;

27.16.3 replace the Work, and if the Contractor fails to furnish timely disposition instructions, the Purchaser may dispose of the non-confirming Work for the Purchaser's account in a reasonable manner, in which case the Purchaser is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

27.16.3.1 obtain applicable data and reports; and/or

27.16.3.2 charge the Contractor for the costs incurred by the Purchaser.

27.17 In no event shall the Purchaser be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the Correction of Defects unless provided by a supplemental agreement with adequate consideration.

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

28. RIGHT OF ACCESS, EXAMINATION OF RECORDS

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

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

under the Contract, whichever occurs later.

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

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

29. PATENT AND COPYRIGHT INDEMNITY

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

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

29.3 This indemnity shall not apply under the following circumstances:

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

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

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

29.3.4 An infringement resulting from changes or additions to the Work

subsequent to final delivery and Acceptance under this Contract.

30. INTELLECTUAL PROPERTY

30.1 Purchaser Background IPR

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

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

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

30.2 Contractor Background IPR

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

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

30.3 Foreground IPR

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

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

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

the Work.

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

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

30.3.6 The Contractor shall:

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

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

30.3.7 The Contractor undertakes:

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

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

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

30.4 **Third Party IPR**

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

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

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

30.4.4 Where Third Party IPR is the subject of a licence or other agreement between the third party and the Purchaser or the Contractor, the Contractor shall not use any Third Party IPR for the purposes of carrying out work pursuant to the Contract without the prior written approval of the Purchaser. Contractor shall inform Purchaser in advance of any restrictions on the Purchaser's use.

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

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

30.5 Subcontractor IPR

30.5.1 When placing a Sub-contract which is concerned with or involves the creation of IPR, the Contractor shall ensure that the Sub-contractor

enters into the same agreement for the use of the IPR as stipulated in this Contract in such a way that the Purchaser will be entitled to use the IPR as agreed between the Purchaser and the Contractor. The Contractor shall include in the Sub-contract the content of the provisions of this Clause.

31. SOFTWARE WARRANTY

31.1 Statement of the Warranties

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

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

31.2 Notification Requirement

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

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

31.3 Duration of the Warranty

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

31.4 Purchaser Remedies for Breach

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

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

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

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

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

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

31.4.4.3 Equitably reduce the contract price

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

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

31.5 Limitations and Exclusions from Warranty Coverage

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

of the integration of Purchaser furnished property into any Software delivered under this Contract.

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

31.6 Markings

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

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

32. NATO CODIFICATION

32.1 For the purposes of this Clause "Technical Data" means the drawings, specifications and technical documentation of those items designated by the Purchaser to support the equipment covered by the Contract, and required to fully identify the items and, if applicable, draft item identifications to the extent and in the form to be agreed between the Codification Authority and the Contractor.

32.2 In order to ensure the orderly identification of equipment, the Contractor shall furnish at the request of the Codification Authority the Technical Data required for the identification of the items of supply to the NATO codification system in the time scale stated in this Contract.

32.3 A recommended spare parts list or a similar data carrier prepared in accordance with instructions provided by the Purchaser as the basis for codification shall be supplied by the Contractor by the date established in this Contract.

32.4 The Contractor shall supply or require his Sub-contractor(s)/supplier(s) to supply on request for the period of time specified in the Contract the relevant Technical Data for all items and sub-contracted items to the Codification Authority and the Purchaser. The Contractor shall require that

each Sub-contractor/supplier shall include identical conditions in any subsequent order which he may place.

32.5 The drawings, specifications, related documentation and, if applicable, draft item identifications, prepared when possible by the true manufacturer of the item, shall be supplied by the Contractor or his Sub-contractor(s)/supplier(s) direct to the Codification Authority and, if required, to the Purchaser as and when they become available or, at the latest within the time limits specified in the Contract. The Contractor shall inform the Codification Authority and Purchaser within 21 Days of receipt of the request if the required Technical Data are not immediately available, and shall impose a similar obligation upon his Sub-contractor(s)/supplier(s).

32.6 Except as hereinafter provided, the Contractor shall require the Sub-

contractor(s)/supplier(s) to furnish on request the information direct to the Codification Authority in the Sub-contractor(s)/supplier(s)' country, but the Contractor shall remain responsible for ensuring that the information is so furnished. In the event of a Sub-contract order being placed with a manufacturer in a non-NATO country, the Contractor shall be responsible for obtaining Technical Data from the Sub-contractor/supplier and furnishing it to the Purchaser.

32.7 Technical Data relating to any Sub-contractor's/supplier's items shall include but not be limited to the name and address of the true manufacturer(s), his/their true reference number(s), drawing or item Part number(s) and applicable data in addition to any Part or reference number(s) allocated by the Contractor, plus draft item identification(s) if required by the Codification Authority.

32.8 The Contractor shall provide the Technical Data required for codification of those items ordered with this Contract and also for the pertaining support items ordered with future contracts, including updating information regarding all agreed modifications, design or drawing changes made to the equipment or detailed Parts.

32.9 If the Contractor has previously supplied Technical Data (for the purpose stated in Clause 31.2), the Contractor is to state this fact and indicate to whom they were supplied and the Contractor shall not under normal circumstances be required to make a further supply of the Technical Data already provided. The Technical Data furnished by the Contractor and Sub-contractor(s)/supplier(s) are to be presented in accordance with the requirements for the preparation of item identification(s) as outlined in the Guide for Industry provided by the Codification Authority.

32.10 The Contractor should contact the Codification Authority for any information concerning the NATO codification system. This information is to be found at: "http://www.nato.int/structur/ac/135/ncs_guide/e_guide.htm"

32.11 Markings

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

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

33. RELEASE FROM CLAIMS

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

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

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

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

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

34. ASSIGNMENT OF CONTRACT

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

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

35. TRANSFER AND SUB-LETTING

35.1 The Contractor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the prior written consent of the Purchaser.

36. PURCHASER DELAY OF WORK

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

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

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

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

36.3 No claim under this Clause shall be allowed:

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

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

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

37. CONTRACTOR NOTICE OF DELAY

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

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

38. LIQUIDATED DAMAGES

38.1 If the Contractor:

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

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

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of .1% (one tenth of per cent) per day of the associated payment set forth in the Schedule of Payments provided in the Contract Special Provisions. If no Schedule of Payments is specifically set forth in the Contract Special Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

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

38.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 39.6 (Termination for Default). In such event, subject to the provisions of Clause 41 (Disputes), the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.

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

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

39. TERMINATION FOR DEFAULT

39.1 The Purchaser may, subject to Clause 39.6 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the

Contractor, inclusive but not limited to:

39.1.1 fails to make delivery of all or part of the Work within the time specified in the contract or any agreed extension thereof;

39.1.2 fails to make progress as to endanger performance of this Contract in accordance with its terms;

39.1.3 fails to meet the technical requirements or the Specifications of the Contract;

39.1.4 fails to comply with Clause 11 (Security);

39.1.5 transfer this Contract without the Purchaser's prior written consent; or,

39.1.6 breaches any provision of this Contract.

39.2 In the case of any of the circumstances set forth in Clause 39.1 above, the Purchaser shall issue a letter to the Contractor stating that an actual or potential default exists and requiring a response from the Contractor within ten (10) Days that identifies:

39.2.1 in the case of late delivery of Work, when the Contractor shall deliver the Work and what circumstances exist which may be considered excusable delays under Clause 39.6.

39.2.2 in the case of the other circumstances identified in Clause 39.1 above, what steps the Contractor is taking to cure such failure(s) within a period of ten Days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure and identifying any circumstances which exist which may be considered excusable under Clause 39.6.

39.3 The Purchaser shall evaluate the response provided by the Contractor or, in the absence of a reply within the time period mentioned in Clause 39.2, all relevant elements of the case, and make a written determination within a reasonable period of time that:

39.3.1 sufficient grounds exist to terminate the Contract in whole or in part in accordance with this Clause and that the Contract is so terminated;

39.3.2 there are mitigating circumstances and the Contract should be amended accordingly; or

39.3.3 the Purchaser will enter a period of forbearance in which the Contractor must show progress, make deliveries, or

comply with the Contract provisions as specified by the Purchaser. The Purchaser may apply other remedial actions as provided by this Contract during such period of forbearance. This period of forbearance shall in no event constitute a waiver of Purchaser's rights to terminate the Contract for default.

39.4 At the end of the period of forbearance, which may be extended at the Purchaser's discretion, the Purchaser may terminate this Contract in whole or in part as provided in Clause 39.1 if the Contractor has not made adequate progress, deliveries or compliance with the Contract provisions which were the terms of the period of forbearance.

39.5 In the event the Purchaser terminates this Contract in whole or in part, as provided in Clause 39.1, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, Work similar to those so terminated, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Work; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

39.6 Except with respect to the default of Sub-contractors, the Contractor shall not be held liable for a termination of the Contract for default if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

39.6.1 Such causes may include, but are not restricted to, acts of God, acts of the public enemy, acts of the Purchaser in its contractual capacity, acts of sovereign governments which the Contractor could not reasonably have anticipated, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

39.6.2 If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, without the fault or negligence of either of them, the Contractor shall not be held liable for a termination for default for failure to perform unless the Work to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

39.7 If this Contract is terminated as provided in Clause 39.1, the Purchaser, in addition to any other rights provided in this Clause and the Contract, may require the Contractor to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:

39.7.1 any completed Work with associated rights ;

39.7.2 such partially completed Work, materials, Parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter called "Manufacturing materials") with associated rights as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated;

39.8 In addition to Clause 39.7, the Contractor shall, upon direction of the Purchaser, protect and preserve property in the possession of the Contractor in which the Purchaser has an interest.

39.9 Payment for completed Work delivered to and accepted by the Purchaser shall be at the Contract price.

39.10 Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Purchaser, failure to agree to such amount shall be a dispute within the meaning of Clause 41 (Disputes).

39.11 The Purchaser may withhold from amounts otherwise due to the Contractor for such completed Work or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.

39.12 If, after notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Clause, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Clause 40 (Termination for the Convenience of the Purchaser).

39.13 If after such notice of termination of this Contract under the provisions of this Clause, it is determined for any reason that the Contractor was not in default under the provisions of this Clause and that the Parties agree that the Contract should be continued, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of Clause 41 (Disputes).

39.14 The rights and remedies of the Purchaser provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

40.1 The performance of Work under this Contract may be terminated by the Purchaser in accordance with this Clause in whole, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser.

40.2 Any such termination shall be effected by delivery to the Contractor of a written notice of termination, signed by the Contracting Authority, specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

40.3 After receipt of a Notice of Termination and except as otherwise directed by the Contracting Authority, the Contractor shall:

40.3.1 stop the Work on the date and to the extent specified in the notice of termination;

40.3.2 place no further orders or Sub-contracts for Work, Parts, materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

40.3.3 terminate all orders and Sub-contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

40.3.4 assign to the Purchaser, in the manner, at the times and to the extent directed by the Purchaser, all of the right, title and interest of the Contractor under the orders and Sub-contracts so terminated, in which case the Purchaser shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Sub-contracts;

40.3.5 settle all outstanding liabilities and all claims arising out of such termination of orders and Sub-contracts, with the approval or ratification of the Purchaser to the extent he may require, which approval or ratification shall be final for all the purposes of this Clause;

40.3.6 transfer title and deliver to the Purchaser in the manner, at the times, and to the extent, if any, directed by the Contracting Authority of:

40.3.6.1 the fabricated parts, work in process, completed work, Work, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination, and

40.3.6.2 the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;

40.3.7 use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorised by the Contracting Authority, any property of the types referred to in Clause 40.3.6 above. However, the Contractor:

40.3.7.1 shall not be required to extend credit to any Buyer; and

40.3.7.2 may acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as the Contracting Authority may direct;

40.3.8 complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and

40.3.9 take such action as may be necessary, or as the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Purchaser has or may acquire an interest.

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

40.5 After receipt of a notice of termination, the Contractor shall submit to the Purchaser his termination Claim for the Work covered by the notice of termination, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the Purchaser, upon request of the Contractor made in writing within such six-month period or authorised extension thereof. However, if the Purchaser determines that the facts justify such action, the Purchaser may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchaser may determine on

the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

40.6 Subject to the provisions of Clause 40.5, the Contractor and the Purchaser may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the amount agreed.

40.7 In the event of the failure of the Contractor and the Purchaser to agree as provided in Clause 40.6 upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Clause 40, the Purchaser shall pay to the Contractor the amounts determined by the Purchaser as follows, but without duplication of any amounts agreed upon in accordance with Clause 40.6 the total of:

40.7.1 for completed Work accepted by the Purchaser (or sold or acquired as provided in Clause 40.3 above) and not therefore paid for, a sum equivalent to the aggregate price for such Work computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;

40.7.2 the costs incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to Work paid or to be paid for under Clause 40.7.1;

40.7.3 the cost of settling and paying claims arising out of the termination of work under Sub-contracts or orders, as provided in Clause 40.3.5, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of Work or materials delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under Clause 40.7.2; and

40.7.4 a sum, as profit on Clause 40.7.1 above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract, had it been completed, no profit shall be included or allowed and an appropriate adjustment shall be made reducing the

amount of the settlement to reflect the indicated rate of loss; and

40.7.5 the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Sub-contracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.

40.8 The total sum to be paid to the Contractor under Clause 40.7 shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated.

40.9 Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Clause 40.7 above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to Clause 40.3.7 above.

40.10 The Contractor shall have the right to dispute, under the Clause 41 (Disputes), any determination made by the Purchaser under Clauses 40.5 and 40.7, except that if the Contractor has failed to submit his claim within the time provided in Clause 40.5 and has failed to request extension of such time, the Contractor shall be foreclosed from his right to dispute said determination. In any case where the Purchaser has made a determination of the amount due under Clauses 40.5 and 40.7, the Purchaser shall pay the Contractor the following:

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

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

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

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

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

40.11.3 the agreed price for, or the proceeds of the sale of, any materials,

Work, or other things acquired by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the Purchaser.

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

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

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

41. DISPUTES

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

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

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

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

42. ARBITRATION

42.1 Within a period of thirty days from the date of receipt of the notification referred to in Clause 41.3 above, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by the other contracting party and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the Parties fail to appoint an arbitrator during the fifteen days following the expiration of the first period of thirty days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal within thirty days following the expiration of the said first period, the appointment shall be made, within twenty-one days, at the request of the Party instituting the proceedings, by the Secretary General of the Permanent Court of Arbitration at The Hague.

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

42.3 Any arbitrator must be of the nationality of any one of the member states of NATO and shall be bound by the rules of security in force within NATO.

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

42.5 An arbitrator, who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in Clause 42.1 above.

42.6 The Contractor agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which the Contractor had beforehand identified and submitted to the Contracting Authority for decision in accordance with Clause 41 (Disputes). The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.

42.7 The Purchaser likewise agrees to restrict its submissions only to the information on which the Contracting Authority based its decision and not to introduce new information and arguments which cannot reasonably be deduced or inferred from the written decision of the Contracting Authority in response to the original dispute.

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

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

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

43. SEVERABILITY

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

44. APPLICABLE LAW

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

* *

ANNEX 1 TO GENERAL PROVISONS: PURCHASER'S PRICING PRINCIPLES

A. General

1. With regard to all actions included in Clause 19," Pricing of Changes, Amendments and Claims", the Parties agree that the Purchaser's Pricing Principles contained herein shall govern.

2. As may be requested by the Purchaser, the Contractor shall provide documentation that the standards or principles employed in the submission of cost or pricing data are in conformance with governing national policies and regulation. The Contractor, when submitting a price proposal based upon national standards and regulations, shall provide a point of contact within the national body governing such standards and regulations in order to allow Purchaser verification and audit.

3. Where such conformance cannot be demonstrated to the satisfaction of the Purchaser, the Purchaser's Pricing Principles will govern.

4. The Contractor shall clearly state whether national standards and rules or the Purchaser's Pricing Principles and formats are the basis for the price proposal.

5. Whether national standards or Purchaser pricing principles are applied, all cost and pricing data shall be verifiable, factual and include information reasonably required to explain the estimating process.

6. The Contractor shall also incorporate provisions corresponding to those mentioned herein in all sub-contracts, and shall require price and cost analysis provisions be included therein.

B. Purchaser's Pricing Principles

1. Allowable cost

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

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

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

ii. Indirect Costs
An indirect cost is one which is not readily subject to treatment as a direct cost. When presented these costs shall be accumulated in logical cost groupings in accordance with sound accounting principles and the Contractor's established practices. An indirect

cost may be allocated to more than one final cost objective. An indirect cost shall not be allocated to a final cost objective if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.

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

(c) It is reasonable and expedient in its nature and amount and does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business;

(d) It is not liable to any limitations or exclusion as to types or amounts of cost items as set forth herein.

(e) The Purchaser will review other costs presented against the contract and will determine if they would be allowable.

2. Unallowable Costs

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

(a) Advertising costs

(b) Costs of remuneration, having the nature of profit sharing.

(c) Costs of maintaining, repairing and housing idle and excess facilities.

(d) Fines and penalties as well as legal and administrative expenses resulting from a violation of laws and regulations.

(e) Losses on other contracts or on expected follow-on contracts

(f) Costs incurred for the creation of reserves for general contingencies or other reserves (e.g. for bad debts, including losses).

(g) Losses on bad debts, including legal expenses and collection costs in connection with bad debts.

(h) Costs incurred to raise capital.

(i) Gains and losses of any nature arising from the sale or exchange of capital assets other than depreciable property.

(j) Taxes on profits.

(k) Contractual penalties incurred.

(l) Commissions and gratuities.

(m) Interest on borrowings.

3. Rates and Factors

(a) The Contractor shall inform the Purchaser of his rates and factors the basis upon which they were computed.

(b) If the Contractor's rates and factors for similar contracts placed with national or international public services have not been established or approved by a government agency or an agency accepted by his government, the Contractor shall provide the necessary data to support the proposed rates.

(c) The term "provisional " used in the title of a rate or factor means a tentative rate established for interim billing purposes pending negotiation and agreement to the final rate or factor.

(d) A rate or factor is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. A rate or factor is post-determined if it is fixed after a certain period and based on costs actually incurred during this period. Pre-determined rates or factors shall be agreed upon as final rates whenever possible; otherwise the provisions of paragraph 3c above shall apply pending agreement to post-determined rates or factors.

(e) Such rates or factors shall be determined on the basis of Contractor's properly supported actual cost experience.

(f) If the rates or factors of the Contractor for similar contracts placed by national or international public services have been established or approved by a government agency or an agency accepted by his government and the Contractor proposes the application of these rates, he shall state the name and address of the agency which has accepted or approved the rates and the period for which they were established. If he proposes rates which vary from the rates mentioned above, he shall furthermore provide a justification for the difference.

4. Profit/Benefit

(a) Over the entire life cycle of a given acquisition, Profit and/or Benefit may be subject to negotiation.

(b) Subcontracting profit/benefit amounts are dependent upon the size, nature and oversight needs of the subcontract(s) the prime contractor will use for work performance period.

(c) Profit/benefit is considered by the Purchaser to be directly related to the anticipated risk of the Contractor during the performance of the Contract.

STATEMENT OF WORK (SOW)

FOR

GEOSPATIAL CONTRACTOR SUPPORT SERVICES TO CORE GIS INCR. 3

RFQ-CO-115737-GIS

1. INTRODUCTION

1.1. NATO Core Geographical Information Service (GIS) is the central Geospatial Information System within NATO. It provides NATO customers with a portfolio of services, geospatial data, and geospatial products. NATO Core GIS supports the complete geospatial information lifecycle to ensure that all phases of military operations are conducted on the same spatial reference. It addresses two main user communities: Specialised Geospatial Sections and the broad community of Functional Service (FS) users. NATO Core GIS is fully Commercial-Off-The-Shelf (COTS) based, mainly using the ArcGIS product suite from Esri. The NATO Core GIS capability consists of:

1.1.1. Cartographic Workshop components, which allow Geo experts from Specialised Geospatial Sections to create and maintain the Digital Geographic Information baselines, generate products and to publish and maintain geospatial services.

1.1.2. The NATO Core GIS Server components which provide services such as Web Map Service (WMS), Web Feature Service (WFS), Web Coverage Service (WCS), Web Processing Services (WP) and storage infrastructure.

1.2. NATO missions and systems rely on the provision of mission critical mapping products, services and data through NATO Core GIS. In order to support the implementation and activation of NATO Core GIS in additional sites/locations the NATO Communications and Information Agency requires additional subject matter experts.

2. SCOPE

2.1. The Geospatial Services Branch requires on-site support of Enterprise GIS consultants to assist the NCI Agency in the preparation, installation/activation, test and acceptance of the Core GIS Incr. 3 baseline. The support covers the following activities:

2.1.1. Design, Testing and Rollout of Core GIS Incr. 3 by:

2.1.1.1. Support the design of Core GIS Incr. 3 system architecture.
2.1.1.2. Prepare installation and Core GIS Incr. 3 baseline specific documentation.
2.1.1.3. Support installation of test and reference systems.
2.1.1.4. Conduct and document testing activities.
2.1.1.5. Preparing and supporting the rollout of the Core GIS Incr. 3 to NATO Commands via remote and on-site installation.
2.1.1.6. Preparing and documenting site acceptance test procedures.
2.1.1.7. Documenting the installation and activation as well as test and acceptance.

2.1.1.8. Conducting on-site test and acceptance activities.
2.1.1.9. Supporting system handover to local administrators and users.

2.1.2. Core GIS Support to the new sites in the rollout and transition phase by:

2.1.2.1. Managing, assessing, and solving incidents and change request of operational Core GIS systems using the existing incident management tools.
2.1.2.2. Performing problem analysis on Core GIS SW and Geospatial web services issues.
2.1.2.3. Identifying and documenting solutions.
2.1.2.4. Providing advice on the corrective action procedures to re-establish Core GIS services.

2.1.3. Providing subject matter expertise on the:

2.1.3.1. Designing and engineering/tailoring of the Core GIS Incr. 3 in accordance with the site's specific requirements.
2.1.3.2. Geospatial web services best practices including techniques and procedures for data preparation, design, publishing and optimization of geospatial web services.
2.1.3.3. Data processing, management and performance-optimized publication of Designated Geospatial Information (DGI) via NATO Core GIS web services.

2.2. Qualifications

	Details	Type of experience
1	Minimum 3 years of professional experience in the design and implementation of GIS solutions for Enterprise environments using Esri ArcGIS Server 10.x.1 and ArcGIS Desktop (ArcMap and ArcPro) software suite and extensions as well as professional experience with design and implementation of GIS solutions for ArcGIS 10.8.1.	Essential
2	Minimum 3 years of professional experience in the administration of ArcGIS Server 10.x.1, including installation, configuration, and systematic analytical interoperability testing with other SW components.	Essential
3	Minimum 2 years of professional experience in troubleshooting ESRI software suite, including ArcGIS Server, Desktop and extensions in the following areas: **a.** Problem analysis on ArcGIS Server, Desktop and Geospatial web services issues. **b.** Design, documentation, and validation of solutions.	Essential

	c. Systematic testing and validation of deployed solutions. **d.** Providing technical assistance on the corrective action procedures to re-establish GIS services, in an IT support / helpdesk environment.	
4	At least 5 years of practical experience in the area of computer networks, networking architectures, and network related parts of operating systems as well as the ability to identify and troubleshoot problems that are in the underlying infrastructure of a GIS system.	Essential
5	A minimum requirement of a Bachelor's degree at a nationally recognized/certified University in a GIS, Physics, IT, Computer or Software related discipline Or exceptionally, the lack of a university degree may be compensated by the demonstration of a candidate's particular abilities or experience that is/are of interest to NCI Agency, that is, at least 6 years extensive and progressive expertise in duties related to the function of the post	Essential
6	NATO Secret Clearance	Essential
7	Fluency in Business English -3333 (speaking and writing).	Essential
8	Ability to travel within NATO countries to support Core GIS NATO Command Structure (NCS) sites.	Essential
9	Professional experience with direct customer contact and the direct interaction with customers, preferably in a support environment and ability to integrate and work in a multinational team	Essential
10	Expertise in IT infrastructure and platform services (such as databases, virtualization platforms, network components) to the extent as it is required for the designs, operation, & maintenance and diagnosis of an enterprise GIS;	Essential
11	Standard Automatic Data Processing Knowledge a. Word Processing: Advanced knowledge b. Spreadsheet: Working knowledge c. Graphics Presentation: Working knowledge d. E-mail clients/Web Browsers: Working knowledge	Essential
12	Professional experience with Arc SDE for Microsoft SQL Server in the following areas:	Essential

	a. Multiuser geodatabase architecture, configuration options, and techniques to efficiently load data, assign user permissions, and maintain database performance over time. b. Deploying and Maintaining a Multiuser Geodatabase. c. Configuring and Managing the Multiuser Geodatabase.	

3. LEVEL OF SUPPORT

3.1. The Purchaser requires two (2) subject matter experts (working mostly in parallel) to support the activities described in Section 2 of this SOW.

3.2. The total labour hours for both SMEs shall be as follows:

Basic Period	3,040 labour hours
Option Period	342 labour hours
Total Labour Hours	**3,382 labour hours**

3.3. Hours of Operations:
Normal working hours for the place of employment are 7.6h per day from Monday to Friday.

3.4. Performance Period

3.4.1. The total period of performance for the Basic Period is twelve (12) months from the Effective Date of Contract Award.

3.4.2. The appropriate performance start date will be arranged between the Purchaser and the Contractor. However, no later than 1 January 2023 will be expected performance start date.

3.5. Work location

3.5.1. The primary work location is The NCI Agency, The Hague, Netherlands.

3.5.2. For the duration of the consultancy period the consultant shall work under the supervision of the JISR SC Geospatial Services Core GIS Project Manager. The Core GIS System Delivery Manager will be responsible for coordination of day to day activities:

3.6. Purchaser-Furnished Equipment

3.6.1. For the on-site work at the NCI Agency, The Hague, office space as well as the hardware and software necessary to meet the requirements of the contract shall be provided by the Purchaser.

3.7. Meetings

3.7.1. At the request of the Purchaser and in performance of the requirements, the Contractor(s) will be required to frequently attend meeting(s) at the NCI Agency, The Hague, Netherlands or at specific NATO commands.

3.8. Travel

3.8.1. The level of support includes travel for rollout, test and acceptance activities in NATO HQ's and Commands.

3.8.2. The initial estimate of travel activities are as follows:

# Visits	Days on-site	Location	Total days onsite
5	7	Mons, BEL	35
6	5	Brunssum, NLD	30
2	7.5	Lago Patria, Italy	15
2	7.5	Ramstein, DEU	15
2	7.5	Izmir, TUR	15
2	7.5	Northwood, GBR	15
4	7.5	Stavanger, NOR	30
2	7.5	Bydgoszcz, POL	15
2	3	Castelgate, DEU	6
2	7.5	Oeiras, PRT	15
		Total	**191**

3.8.3. The cost-reimbursable and not-to-exceed travel amount is located in the Schedule of Supplies and Services

3.8.4. Travel shall be managed in accordance with the Contract Special Provisions (CSP). The rates mentioned in Annex 2 of the CSP are not to be exceeded and all travel requests shall be coordinated with and approved in advance by the Project Manager.

3.9. Invoicing

3.9.1. Invoices shall be on a monthly basis upon issuance and approval of timesheets and cost-reimbursable travel.