



NATO UNCLASSIFIED

Acquisition Directorate

NCIA/ACQ/2022/06092
15 June 2022

To: **Distribution List**

Subject: **RFQ-CO-115618-VVT**

" PROVISION OF VOIP AND VOSIP TELEPHONY FOR UR2007 "

- References:
- a. **BOA: AC/4-D(2019)0004 (INV)**
 - b. **NCIA-Procurement SOP 16.01 Rev 1**
 - c. **AC/4(PP)D/28109-ADD1**
 - d. **AC/4-DS(2021)0003**

1. Your firm maintains a Basic Ordering Agreement with this Agency and has been identified as a potential source of supplies for the areas of interest. The technical specifications and contract performance requirements are set forth in the Prospective Contract attached hereto as Enclosure B.
2. You are invited to participate in a BOA competition for a contract covering this supply and you are therefore requested to submit an offer.
3. You are requested to provide fixed firm prices for items listed in the Schedule of Supplies and Services.
4. This Request for Quotation consists of the following documents:
 - A. Book I – Bidding Instructions. This provides the general bidding information and includes the following annexes:
 - Annex A – Bidding Sheets – The bidding sheets should be completed exactly as instructed.
 - Annex C – Certificates.
 - B. Book II – Prospective Contract. This contains the following sections:
 - The Schedule of Supplies and Services (SSS) – please note this will be completed at contract award;
 - Contract Special terms and Conditions;



NATO Communications
and Information Agency
Agence OTAN d'information
et de communication
Avenue du Bourget 140
1140 Brussels, Belgium
www.ncia.nato.int

5. The terms and conditions of the BOA between the contractor and the NCI Agency.
6. The Statement of Work. This sets forth the detailed specifications governing the performance requirements of the contract.
7. The security classification of this offer is "NATO UNCLASSIFIED". This Request for Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
8. Prospective Offerors are further advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for preparation costs incurred by firms or any other collateral costs if cancellation occurs.
9. You are requested to complete and return the enclosed Acknowledgement of Receipt within five (5) calendar days of receipt of this RFQ, informing the NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
10. **THE CLOSING TIME FOR SUBMISSION OF OFFERS IS 1200 HOURS (BRUSSELS TIME) ON 30th June 2022.**
11. The reference for the RFQ is: **RFQ-CO-115618-VVT** and all correspondence concerning this RFQ should reference this number.
12. The NCIA point of contact for this procurement is Mrs Gracja Jablonska, and Graham Hindle at RFQ-CO-115618-VVT@ncia.nato.int.

FOR THE DIRECTOR ACQUISITION



Graham Hindle

Senior Contracting Office

Enclosures:

- A. Book I – Bidding Instructions**
- B. Book II – Prospective Contract**



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ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR QUOTATION

RFQ-CO-115618-VVT

Please complete and return (as .pdf scan) within 5 working days
by e-mail to: RFQ-CO-115618-VVT@ncia.nato.int

Date: _____

We hereby advise that we have received Request for Quotation RFQ-CO-115618-VVT
on, together with all the enclosures.

CHECK ONE

☐

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

☐

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

Signature

Company

BOA no.

Address

.....

.....

POC:

Tel.:



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RFQ-CO-115618-VVT**

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Croatia	1
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RFQ-CO-115618-VVT

**PROVISION OF VOIP AND VOSIP TELEPHONY
FOR UR2007**

**Authorization: AC/4-D(2019)0004 (INV)C; AC/4(PP)D/28109-ADD1;
AC/4-DS(2021)0003;**

Project: UR 2007-2019 SERIAL 2019/5HQ03010-00/08/09

BOOK I

BIDDING INSTRUCTIONS

GENERAL INDEX**BOOK I - THE BIDDING INSTRUCTIONS**

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Section III	Bid Preparation Instructions
Section IV	Bid Evaluation
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Annex B	Bidding Sheets - Instructions
Annex C	Certificates
Annex D	Clarification Requests forms

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Part I	Schedule of Supplies and Services
Part II	Contract Special Provisions
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SECTION I - Introduction

- 1.1 The purpose of this RFQ is to establish a contract for PROVISION OF VOIP AND VOSIP TELEPHONY FOR UR2007. The contract performance requirements are set forth in the prospective contract Statement of Work (Book II Part IV) and in the Contract Schedule of Supplies and Services (Book II Part I).
- 1.2 This Request for Quotation is issued in accordance with the Procedures Governing the Use of Basic Ordering Agreement set forth in the NATO document "*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). Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations in accordance with paragraph 2.1.6 of Section II of the Bidding Instructions and that have established a Basic Ordering Agreement (BOA) with the NCI Agency in force at the time of the issuance of this Request for Quotation.
- 1.3 The security of this Request for Quotation is "NATO UNCLASSIFIED".
- 1.4 This Request for Quotation will not be the subject of a public bid opening.
- 1.5 Award of the Contract will be made on a Firm Fixed Price Basis to the lowest technically compliant Bidder.
- 1.6 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.
- 1.7 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in paragraph [2.6](#) of Section II of the Bidding Instructions entitled "Requests for RFQ Clarifications".

SECTION II - General Bidding Information

2.1 DEFINITIONS

- 2.1.1 The term "Assembly" as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term "Basic Ordering Agreement" (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.
- 2.1.3 The term "Bidder" or "Offeror" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.4 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.5 The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.6 The term "Participating Country" as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.7 The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).
- 2.1.8 The term "Sub-Assembly" as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts
- 2.1.9 The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR).

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

2.2 ELIGIBILITY

- 2.2.1 Only firms which hold an active Basic Ordering Agreement (BOA) with the NCI Agency are eligible to take part in this RFQ. In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from participating countries.
- 2.2.2 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.4 The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 The closing time for the electronic submission of bids in response to this RFQ is Thursday, 30 June 2022 at 12:00 Hours Central European Time (CET).
- 2.3.2 Bids shall be submitted to the following e-mail address below:
 - 2.3.2.1 RFQ-115618-VVT@ncia.nato.int

2.4 LATE BIDS

- 2.4.1 Bids received at the NCIA e-mail address after the date and time indicated in paragraph [2.3.1](#) may not be eligible for award.
 - 2.4.1.1 Bids submitted electronically may be considered late unless the Bidder completes the entire transmission of the quote before the closing date and time for receipt of bids under this solicitation.
- 2.4.2 **Consideration of Late Bid**
 - 2.4.2.1 The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified bid closing time. A late bid will only be considered for award under the following circumstances:
 - 2.4.2.1.1 A contract has not already been awarded pursuant to the RFQ, and;

2.4.2.1.2 The quote was sent to the correct email specified in paragraph 2.3.2.1 above, and;

2.4.2.1.3 the delay was due solely to the fault of the Purchaser.

2.4.3 Receipt of an Unreadable Electronic Bid

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

2.4.3.1.1 of the content of the bid as originally submitted, and;

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

2.4.3.2 A bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.

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

2.4.4 Requests for Extension of Bid Closing Date

All questions and requests for extension of bid closing date must be submitted by e-mail. Such questions shall be forwarded to the point of contact specified in paragraph 2.5 below and shall arrive not later than five 5 calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the bidding date are at the discretion of the Purchaser.

2.5 PURCHASER POINT OF CONTACT

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

NATO Communications and Information Agency
Acquisition Directorate
Boulevard Léopold III
1110 Brussels, Belgium
Attention: Mr. Graham Hindle, Senior Contracting Officer
Tel: +32 2 707 8857

Bid Delivery: RFQ-CO-115618-VVT@ncia.nato.int

Questions/Clarifications: RFQ-CO-115618-VVT@ncia.nato.int

2.6 REQUESTS FOR RFQ CLARIFICATIONS

- 2.6.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this RFQ.
- 2.6.2 All questions and requests for clarification must be submitted in writing using the format in [Annex D](#). All questions and requests must reference the Section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the POC specified in § 2.5 and shall arrive **not later than 5 calendar days before the closing date of the bid**. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in §2.6.3.
- 2.6.3 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.6.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.
- 2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, 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 Bidder in its offer.

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the Terms and Conditions in the NCI Agency's Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.7.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quotation or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for

alterations to the specifications, terms and conditions of the Contract which are included in a 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.

2.8 AMENDMENT OF THE REQUEST FOR QUOTATION

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective Bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt which the Bidder shall complete and enclose as part of his Quotation. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders' to prepare a proper Quotation within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

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

2.10 BID VALIDITY

- 2.10.1 Bidders shall be bound by the term of their Quotations for a period of 6 months starting from the Bid Closing Date specified at paragraph 2.3.1 above.
- 2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex C-3. Quotations offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.10.3 The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Quotations which remain under consideration for award.
- 2.10.4 Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- (a) accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or
 - (b) refuse this extension of time and withdraw the bid without penalty.
- 2.10.5 Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

2.11 CANCELLATION OF REQUEST FOR QUOTATIONS

- 2.11.1 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 Bidder 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.

2.12 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

- 2.12.1 The Purchaser will communicate answers to requests for clarification and amendments to this RFQ to the prospective Bidders as soon as practicable.
- 2.12.2 Bidders are cautioned that electronic transmission of documentation which contains classified information is not permissible.

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

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

2.14 SUPPLEMENTAL AGREEMENTS

- 2.14.1 Bidders are required, in accordance with the certificate at [Annex C-7](#) 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.
- 2.14.2 Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.
- 2.14.3 Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

RFQ-CO-115618-VVT
Book I Bidding Instructions

SECTION III - BID PREPARATION INSTRUCTIONS

3.1 GENERAL

3.1.1 Bids shall be prepared in accordance with the instructions set forth herein.

3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services and Statement of Work. Partial bidding is not authorized and will not be considered. Bids, which are not complete, will be declared non-compliant.

3.1.3 The complete electronic bid shall consist of three distinct and separated volumes described in the following subparagraphs. Detailed requirements for the structure and content of each of these packages are contained in these Bidding Instructions.

3.1.3.1 Part 1: Bid Administration Package (paragraph 3.2)

3.1.3.2 Part 2: Price Quotation (paragraph 3.3)

3.1.3.3 Part 3: Technical Proposal Package (paragraph 3.4)

3.1.4 Each part submitted shall comply with the below specifications:

3.1.4.1 Part I, Bid Administration - The e-mail content shall be as described in paragraph 3.2 below, with no password protection to the file and shall not be more than 20MB total per e-mail.

- RFQ-CO-115618-VVT -*Company Name*–Part I–Admin

3.1.4.2 Part II, Price- The e-mail content shall be as described in paragraph 3.3 below, with no password protection to the file, and shall not be larger than 20MB total per e-mail.

- RFQ-CO-115618-VVT -*Company Name*–Part II–Price

3.1.4.3 Part III, Technical- The e-mail content shall be as described in paragraph 3.4 below, with no password protection to the file, and shall not be larger than 20MB total per e-mail.

- RFQ-CO-115618-VVT - *Company Name*- Part III-Technical

3.1.4.4 "*Company Name*" – In the subject line of the email, and in the names of the individual files, the name of the bidder shall be abbreviated to no more than 10 characters. For example, if a company's name is "*Computer and Technology*

Research Company”, the company name could be shorted to “CTRC” in the email and file names.

3.1.4.5 Multiple emails may be submitted for each part if the content of the file(s) is larger than 20MB per email submission; however, each file must clearly identify the part number and the sequence to which it relates. For example: RFQ-CO-115618-VVT - *Company Name*- Part III-Technical Part 1 of 4; RFQ-CO-115656-WFS - *Company Name*- Part III-Technical Part 2 of 4 and so forth.

3.1.4.6 Acceptable File Formats

3.1.4.7.1 Unless otherwise directed, files can be submitted in Adobe pdf format.

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

3.2 BID ADMINISTRATION (PART I)

3.2.1 The Bid Administrative Package shall include in accordance with § 3.1.4(a) one ZIP file submitted by email Comprised of the required documents.

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

3.2.3 The Package shall include the Certificates set forth in Annexes to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. Within the Package the bidder shall also include the signed electronic copies of the certifications – with physical, not electronic signatures - set forth in Annex C hereto, specifically:

- (a) [C-1 Certificate of Legal Name of Bidder](#)
- (b) [C-2 Certificate of Independent Determination](#)
- (c) [C-3 Certificate of Bid Validity](#)
- (d) [C-4 Certificate of Understanding](#)
- (e) [C-5 Certificate of Exclusion of Taxes, Duties and Charges](#)
- (f) [C-6 Acknowledgement of Receipt of RFQ Amendments \(if applicable\)](#)
- (g) [C-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements](#)

- (h) [C-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights](#)
- (i) [C-9 Comprehension and Acceptance of Contract Special Provisions and General BOA Provisions](#)
- (j) [C-10 List of Prospective Sub-Contractors / Consortium members](#)
- (k) [C-11 Disclosure of Involvement of Former NCI Agency Employment](#)

3.2.4 Concerning Certificate [C-10](#), the Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub- contractors/consortium members involved, the Bidder shall state this separately. The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.

3.2.5 Concerning Certificate [C-7](#), Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:

3.2.5.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.

3.2.5.2 The terms of supplemental agreements, if necessary, are the Bidders/ Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.

3.2.5.3 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the RFQ, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

3.3 PREPARATION OF THE PRICE QUOTATION (PART 2)

3.3.1 Bidders shall prepare their Price Quotation in accordance with § [3.1.4](#) containing the completed electronic copy of the Bidding Sheets (Excel) provided with

this RFQ under Book I, Annex A and B. The Bidder shall propose an accurate and complete price quotation in completing the Schedule of Supplies and Services as defined in these Bidding Instructions. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified.

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

3.3.3 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.

3.3.4 Bidders shall prepare their Price Quotation by completing the yellow highlighted sections of the Bidding Sheets in accordance with the instructions specified in [Annex B](#).

3.3.5 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

(a) The currency is of a "Participating Country" in the project, and

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

3.3.6 The Purchaser, by virtue of its 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, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.

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

this Contract. Bidders are reminded of the requirement to complete the certification to this effect in [Annex C-5](#).

3.3.8 Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2020 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.

3.3.9 The Bidder's attention is directed to the fact that their Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

3.3.10 When completing the Bidding Sheets, a unit price and total firm fixed price for each proposed element must be supplied on each and every CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Bidding Sheets. Prices should not be grouped. The prices and quantities entered on the document shall reflect the amount of the total items required to meet the contractual requirements. Partial quotations shall be rejected. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

3.3.11 The Bidder shall furnish firm fixed price quotations, for all proposed items. Partial and/or contingent quotations shall be rejected.

3.3.12 The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise any part of the contract designated as an Option. The Purchaser bears no liability should it decide not to exercise such options.

3.3.13 The Contractor shall be liable for all other taxes, assessments, fees, licenses, 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 itself of its liability in each country where such liability may arise.

3.3.14 Price Proposals specifying delivery or performance dates in variance dates exceeding the deadlines for completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.

3.3.15 The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the “List of Prospective Sub-Contractors” form attached to Book I, Annex [C-10](#).

3.3.16 Bidders shall separately price the cost of Warranty. Zero values or the statement that the Bid price includes the cost of warranty are not allowed.

3.4 PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)

3.4.1 Bidders shall submit their Technical Proposal in accordance to §3.1.4(c) an electronic package with separate documents in PDF or MS Office formats as required, containing all the information addressing the technical specifications and requirements of the stated in § 3.4.3 – 3.4.6. The Technical Proposal shall have a confirmation that all requirements in the SOW, Book II Part IV are included in the proposed solution.

3.4.2 “Times New Roman” fonts in size 10 or 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.

3.4.3 Section 1: Manufacturer datasheets

3.4.3.1 The Bidder shall describe the VoSIP and Voip equipment for the Purchaser to determine compliance with Book II Part IV - the Statement of Work . For this purpose the Bidder shall provide in its Bid Manufacturer datasheets of all equipment, assurances and demonstrating compliance with the requirements of the SoW and [Annex A](#) - Book I Bidding Sheets.

3.4.3.2 Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Proposal

3.4.3 Section 2: Integrated Logistic Support (ILS)

3.4.4.1 This description shall address, with an adequate level of details, the following: Planning and execution of Packaging, Handling, Storage and Transportation (PHST), Technical Documentation and Warranty and Support as set forth in § 4 of the SOW.

3.4.4.2 The description shall provide sufficient evidence to confirm that the Bidder will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SOW.

3.4.5 Section 3: TEMPEST Testing and Acceptance

3.4.5.1 The Bidder shall provide during the delivery the tempest certificates in accordance with requirements specified in § 4.8.3 of the SoW.

3.4.6 Section 6: Warranty

3.4.6.1 The Bidder shall provide the manufacturer's warranty for all material provided under this Contract. All the equipment shall have a minimum 1 – year warranty term. The cell highlighted in green in the Bidding Sheets shall be out confirming the minimum warranty requirement is met.

3.5 PACKAGING AND MARKING OF BIDS

3.5.1 All copies of the Administrative Package, Price Quotation, and the Technical Proposal shall be segregated and **not password protected**. Three emails shall be sent in accordance to § [2.3](#) of Book I.

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Book I Bidding Instructions

SECTION IV - BID EVALUATION

4.1 GENERAL

4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ. 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 Bid.

4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.

4.1.3 The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ.

4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.

4.1.5 The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.

4.1.6 The evaluation will be conducted in accordance with the Procedure Governing the Use of Basic Ordering Agreements concluded by the NATO Communications and Information Agency – 2019 version set forth in the NATO document AC/4-D(2019)0004 (INV).

4.1.7 The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2 - Price, Part 3 - Technical.

4.1.8 All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this RFQ will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this RFQ.

4.2 ADMINISTRATIVE CRITERIA

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

- (a) The Bid was received by the Bid Closing Date and Time,
- (b) The Bid was submitted and marked properly in accordance with § 2.3.3, 3.11.
- (c) The Administrative Package contains all the requested signed scanned originals of the required Certificates in Annex C hereto.

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

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

4.3 PRICE CRITERIA

4.3.1 The Bidder's Price Quotation

4.3.1.1 The Bidder's Price Quotation will be first assessed for compliance against the standards detailed in the following paragraphs. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.3.1.2 The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section (§3) and the Instructions for Contractor's Bidding Sheets (Annex B hereto), in particular:

- a. The Bidder has furnished Firm Fixed Prices for all items listed. Prices cannot be embedded/ included in other prices. Not having provided a price for all items as required per the Bidding Sheets, i.e. to fill out all yellow fields, may render the bid non-compliant.
- b. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
- c. Bid prices include all costs for items supplied, delivered, and supported.
- d. All prices have been accurately entered into appropriate columns, and accurately summed up.
- e. The Bidder has provided accurate unit price, and total price for each line item

and sub-item (if any). The prices of the sub-items (if any) total the price of the major item of which they constitute a part.

f. The totals per CLIN and the bid grand total are accurate.

g. The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.

h. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of §3.3.5 are met.

i. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.

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

4.3.1.3 Price Quotation does not contain any document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

4.3.1.4 The Price Quotation meets requirements for price realism and balance as described in §4.3.4.

4.3.1.5 Completed Bidding Sheets shall show that the offered delivery schedule meets the mandatory delivery requirements of the Prospective Contract.

4.3.2 Basis of Price Comparison and Award(s)

4.3.2.1 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.

4.3.2.2 The price comparison will be based on the offered Grand Total Firm Fixed Price, which includes all CLINs in the Bidding Sheets.

4.3.3 Inconsistencies and discrepancies in bid price quotation

4.3.3.1 In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the bid price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the bidder, for the purpose of determining the total price of the Bid, the following order of

precedence shall apply:

4.3.3.1.1 PDF copy of the completed Bidding Sheets:

- (a) Schedule of Supplies and Services total to be evaluated Bid Price as indicated by the Bidder;
- (b) Total of the Bid calculated from the indicated Total Prices indicated per CLIN(s).

4.3.3.1.2 Microsoft Excel copy of the completed Bidding Sheets:

- (a) Schedule of Supplies and Services Total to be Evaluated Bid Price as indicated by the Bidder;
- (b) Total of the Bid calculated from the indicated Total Prices indicated per CLIN(s).

4.3.4 Price Realism

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

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

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

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

- a. An error was made in the preparation of the Price Quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the Price Quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.

b. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.

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

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

4.3.4.5 If the Purchaser accepts the Bidder's explanation of mistake in §4.3.4.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to §4.3.4.3(c), the Bidder shall agree that the supporting pricing data submitted with its Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

4.3.4.6 If the Bidder presents a convincing rationale pursuant to §4.3.4.3(b), no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

4.4 TECHNICAL CRITERIA

4.4.1 Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the criteria associated with the respective sections of the Technical Proposal.

4.4.2 Technical Proposal

4.4.2.1 The Bidder shall have provided a Technical Proposal which includes all of information required in [§3.4.](#)

4.4.3 Section 1: Manufacturers Data/ Documentation

4.4.3.1 The Bidder shall provide as part of the bid, manufacturers data/ documentation required for all equipment, demonstrating compliance with the requirements stated in the SOW.

4.4.4 Section 2: Integrated Logistics Support (ILS)

4.4.4.1 This description shall address, with an adequate level of details, the following: Planning and execution of Packaging, Handling, Storage and Transportation (PHST), Technical Documentation and Warranty and Support as set forth in § 5 of the SOW and in accordance with the applicable Standards and Specifications required in the SOW.

4.4.4.2 The description shall provide sufficient evidence to confirm that the Bidder will be able to meet the timelines in accordance with the requirements of the Schedule of Supplies and Services and the SOW.

4.4.5 Section 3: TEMPEST Testing and Acceptance

4.4.5.1 The Bidder shall in this section demonstrate how it can meet the testing requirements and conducting all related activities for VoiP and Vosip equipment. This includes the development of all tempest test documentation required, the conduct of all testing and the evaluation and documentation of the tests results as specified in the SoW..

ANNEX A – BIDDING SHEETS

(Please see separate MS Excel file attachment titled:
“RFQ-CO-115618_Book I Bidding Sheets”)

ANNEX B - INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS

1. INTRODUCTION

Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the prescriptions of bid submission referred in this section may lead to the bid being declared non-compliant and not being taken into consideration for award.

No alteration of the bidding sheets including but not limited to quantity indications, descriptions or titles are allowed with the sole exception of those explicitly indicated as allowed in this document. Additional price columns maybe added if multiple currencies are bid, including extra provisions for all totals.

2. GENERAL REQUIREMENTS

Bidders shall follow the specific instructions provided in each worksheet.

Bidders shall insert information in all yellow cells.

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.

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.

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 sites and Contractor facilities located within Europe and 8 hours/day at NATO sites and Contractor facilities located in the United States.

Should the bid be in other than Euro currency, the award of the contract will be made in the currency or currencies of the bid.

Bidders are advised that formulae are 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 electronic copies of the Bidding Sheets.

If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser who will make a correction and notify all the bidders of the update.

Any discounted or reduced prices offered by the bidder must be traceable to a CLIN or CLINs at the lowest level. Prices and detail of the traceability of application of the discount shall be clearly identified in the supporting detail sheets and applied at the unit price level.

3. STRUCTURE OF BIDDING SHEETS.

The Bidding Sheets provided in MS Office Excel format are organised according to the following structure:

- 3.1 Instructions
- 3.2 Section 1. Offer Summary
- 3.3 Section 2. CLIN Summary sheets
- 3.4 Section 3. Detailed Bidding sheets

4. COMPLETING SECTION 1 (Offer Summary Sheet)

Section 1 of the bidding sheets is the Offer Summary sheet that is intended to summarize all the CLINs & CLIN Summary sheets.

5. COMPLETING SECTION 2 (CLIN Summary Sheet)

Section 2 corresponds to the Schedule of Supplies and Services of the Prospective Contract. Each Work Package (WP) included in the contract is represented by a detailed schedule showing the Contract Line Items (CLINs) included within the scope of the Work Package (Detailed bidding sheet tabs) and a detailed cost breakdown attached to each WP schedule.

5.1 Filling the CLIN Summary Sheet

Bidders shall fill in the CLIN summary sheet based on the information provided in the detailed bidding sheets (CLIN Price Breakdown sheets). The detailed bidding sheets are broken down in to the categories listed in Section 5. Bidders are expected to aggregate the prices in the detailed bidding sheets that make up the line items in the CLIN summary sheet. The line items in the CLIN Summary Sheet shall be all INCLUSIVE of the price being bid in order to fulfil the requirement for the line item in the CLIN Summary Sheet. Bidders shall make sure that the total price indicated in the Detailed Bidding Sheets matches the price stated in the CLIN summary sheet for the

same corresponding CLIN or sub-CLIN. The Offer Summary is linked to the CLIN Summary Sheet to provide a high level summary.

Bidders shall make sure that they have filled all delivery dates in yellow and that these dates comply with the time limits specified in each worksheet and are in accordance with the dates proposed in the proposed Project Master Schedule (Book II, Part IV – SOW, Section 2.3).

6. COMPLETING SECTION 3 (Detailed Bidding Sheets)

Bidders are instructed to prepare their cost proposals in sufficient detail to permit thorough and complete evaluation. For each of the CLINs the Bidder shall use the separate Sheets as provided, adding additional sheets if multiple currencies are used. Change the currency in the header of the Sheets if necessary.

6.1. MATERIAL

A. Purchased Parts: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing.

1. Raw Material: Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal. Show total cost.

2. Standard Commercial Items: Consists of items that the Bidder normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing on attached schedule.

3. The bidder shall provide a level of detail down the unique sellable item level (e.g. A server, a laptop, a printer)

4. The bidder shall provide unit prices that shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the MATERIAL LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of material.

6.2. DIRECT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of direct labour proposed.

Unit prices shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the DIRECT LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of direct labour.

6.3 SUBCONTRACT LABOUR

Show the hourly rate by year and the total hours for the categories and disciplines of subcontract labour proposed. Unit prices shall be EXCLUSIVE of any applicable overhead, general and administrative costs, profit, costs associated to travel, per-diem and/or incidentals as well as Personnel Installation costs at the sites of performance. Factors for overhead shall be applied in the SUBCONTRACT LABOUR OVERHEAD section of the detailed bidding sheet to the total cost of subcontract labour.

6.4 TRAVEL

Show the number of trips being made, the number of people travelling, the number of days per trip, the cost of traveling (e.g. flight costs), and the daily per diem rate.

Insert comments/descriptions/references/explanation of calculation method under the 'Notes' column including the location & reference to SOW.

6.5 OTHER DIRECT COSTS (ODC)

- a) Special Tooling/Equipment. Identify and support specific equipment and unit prices. Use a separate schedule if necessary.
- b) Individual Consultant Services. Identify and support the proposed contemplated consulting. State the amount of services estimated to be required and the consultant's quoted daily or hourly rate.
- c) Other Costs. List all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment, ex-pat costs etc.) and provide bases for pricing.

7. GRAND TOTAL

This is the Bidders final Firm Fixed Price total for the identified CLIN or sub-CLIN and should match the price entered in the corresponding Offer Summary Sheet in Section 1 of the bidding sheets.

ANNEX C – CERTIFICATES

ANNEX C-1 Certificate of Legal Name of Bidder

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

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

Date

Signature of Authorised Representative

Printed Name

Title

Company

ANNEX C-2 CERTIFICATE OF INDEPENDENT DETERMINATION

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-3 CERTIFICATE OF BID VALIDITY

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-4 CERTIFICATE OF UNDERSTANDING

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-5 CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-6 ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following Amendments to Request for Quotation **RFQ-CO-115618-VVT** have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date Issued	Date of Receipt

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-7 DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF SUPPLEMENTAL AGREEMENTS

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

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.
2. These supplemental agreements are listed as follows:
3. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see(complete, if any).
These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
4. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see (complete, if any).
5. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCIA to determine the submitted bid to be non-compliant with the requirements of the RFQ.
6. We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-8 CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

**ANNEX C-9 COMPREHENSION AND ACCEPTANCE OF CONTRACT
SPECIAL PROVISIONS AND GENERAL PROVISIONS**

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

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-10 LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS

Name and Address of Sub-Contractor, incl. country of origin/registration	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

If no sub-Contractors/consortium members are involved, state this here:

.....
.....
.....
.....

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX C-11 Disclosure of Involvement of Former NCI Agency Employment

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

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

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

- ☐ Have not held employment with NCI Agency within the last two years.
- ☐ Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017):

Employee Name	Former NCIA Position	Current Company Position

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

Date :

Signature :

Name & Title :

Company :

Bid Reference :

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 know¹ (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director 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 Director 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 bids / 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 17.2 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 Director of Acquisition.

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

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

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

ANNEX D – Clarification Request Forms

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

ADMINISTRATION or CONTRACTING					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	RFQ amended
A.1					
A.2					
A.3					

INSERT COMPANY NAME HERE INSERT

SUBMISSION DATE HERE

PRICE					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	RFQ amended
P.1					
P.2					
P.3					

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

TECHNICAL					
Serial Nr	RFQ Book	RFQ Section Ref.	QUESTION	ANSWER	RFQ amended
T.1					
T.2					
T.3					

NATO UNCLASSIFIED

NATO UNCLASSIFIED

NATO UNCLASSIFIED

GENERIC BASIC ORDERING AGREEMENT

NCIA/BOA Between

NATO COMMUNICATIONS AND INFORMATION

ORGANISATION

Represented by

THE GENERAL MANAGER, NATO C&I AGENCY

And

| COMPANY |

For

| PRODUCTS & SERVICES |

NATO UNCLASSIFIED

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BASIC ORDERING AGREEMENT WITH NCIA

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

"Company" has entered into this Agreement for and on behalf of itself. The geographic scope of this Agreement shall extend to member countries of the North Atlantic Treaty: Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Turkey, United Kingdom, United States of America.

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

Part I	-- Special Provisions
Part II	-- General Provisions
Appendix 1 to Part II	-- Purchaser's Pricing Principles
Exhibit A	-- Ordering Information
Exhibit B	-- Authorisation to use BOA by NATO Contractors
Exhibit C	-- Products and Services

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

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

NATO C&I AGENCY
Boulevard Leopold III
B-1110 Brussels
Belgium

COMPANY
ADDRESS
ADDRESS

Title: Principal Contracting Officer
Date:

Title: _____
Date:

EFFECTIVE DATE: _____

PART I - SPECIAL PROVISIONS

1. TERM

- 1.1 This Agreement is effective for an Initial Term of one (1) year from the Effective Date which is given on page 1. Thereafter, it will continue unless and until one Party gives to the other a written thirty (30) day notice of its intention to terminate.
- 1.2 Any expiration or termination of this Agreement will not alter the rights, duties and obligations of "Company" or Purchaser, or any discounts granted, for any Orders accepted by "Company" under this Agreement prior to the date of expiration or termination of the Agreement.

2. DEFINITIONS

- 2.1 "Authorised Representative of "Company"" means | please specify position. |
- 2.2 "Authorised Representative of NATO, NATO Body or NATO Member Nation" means the General Manager, Deputy General Manager or Chief of Contracts of NCIA and any designated representative of an Eligible Purchaser.
- 2.3 "Authorised Representative of NCIA" means the General Manager, Deputy General Manager or Chief of Contracts.
- 2.4 "Contractor" means any entity working on a project for any Eligible Purchaser.
- 2.5 "Effective Date" is the date specified on the signature page when the Initial Term of this Agreement begins.
- 2.6 "Eligible Purchaser" or "Purchaser" means the entity identified in 3.0 below which may benefit of the Terms and Conditions of this agreement, if they express so in any subsequent agreement between them and "Company".
- 2.7 "Engineering Services" means professional services which members of the engineering/computer science profession may logically perform including studies, investigations, test, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications and preparation of operating and maintenance manuals.
- 2.8 "Governmental Agency" means any governmental agency, including military forces, of a NATO Member Nation.
- 2.9 "Member Nation" means any of the 28 Member Nations of NATO.
- 2.10 "NATO" means the North Atlantic Treaty Organisation.

- 2.11 "NATO Body" means any entity created by the North Atlantic Council (or Defence Planning Committee) and to which either the Agreement on the Status of the North Atlantic Treaty Organisation, National Representatives and International Staff (20 September 1951) or the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (28th August 1952) applies.
- 2.12 "Order" means any instrument/document, e.g. Purchase Order or Task Order, used for the procuring of Products and/or Engineering Services under this Agreement.
- 2.12.1 "Purchase Order" means any agreement concluded between the Purchaser and "Company".
- 2.12.2 "Task Order" means any instrument, in the form of a statement of work to be performed by "Company", as concluded between the Purchaser and "Company".
- 2.13 "Parties" means NCIA and "Company".
- 2.14 "Partnership for Peace (PfP) Countries" means those countries who are signatories to the Partnership for Peace Agreement dated 10 January 1994.
- 2.15 "Products" means Equipment, Software and related Goods and Services, including but not limiting to Training and Documentation.
- 2.15.1 "Equipment" shall mean the hardware components of Products.
- 2.15.2 "Software" shall mean each software program provided by "Company" in machine readable, object, printed or interpreted form.
- 2.16 "Standard Terms and Conditions" are the Terms and Conditions contained in this Agreement.
- 2.17 "Sub-contract" means any Agreement, Contract or Order made by "Company" with any other party in order to fulfil any part of an Order.
- 2.18 "Sub-contractor" means any party directly or indirectly under a "sub-contract".

3. ELIGIBLE PURCHASERS

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

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

4. ORDERING PROCEDURE

- 4.1 All Orders under this Agreement shall contain, as a minimum, the information detailed in Exhibit A, and shall be subject to acceptance by "Company".
- 4.1.1 Orders may be placed with "Company" for the Products and/or Engineering Services identified on Exhibit C. Orders may be placed hereunder for Products and/or Engineering Services not included herein, subject to determination of availability and price by "Company".
- 4.1.2 "Company" accepts that NCIA shall not be liable in any form for any Order issued and concluded between a Purchaser, other than by NCIA itself, and "Company".
- 4.2 In the case of the Purchaser being a Governmental Agency or a Contractor performing work on behalf of NATO, NATO Bodies or NATO Member Nations, "Company" may request the Authorised Representative of NATO, NATO Bodies or NATO Member Nations, to verify that the Purchaser is eligible to use the Agreement.
- 4.3 Assignment: Authorised Representatives of NATO, NATO Bodies or NATO Member Nations may assign Orders at their discretion provided there is no further change to the terms of the Order, especially as regards payment. "Company" reserves the right to approve any assignment.
- 4.4 In the case of the Purchaser being a Contractor, "Company" may request the Authorised Representative of NCIA or Eligible Purchaser to verify that the Contractor is in fact performing work on a project or for an Eligible Purchaser of a NATO Member Nation and that the Products and/or Engineering Services are required for such purpose and the Authorised Representative of Eligible Purchaser shall provide such verification in the form of Exhibit B.

5. DELIVERY

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

6. PRICES

- 6.1 All Products prices shall be quoted as firm prices and all Engineering Services' prices shall be quoted as firm rates per particular time units by labour category in accordance with Exhibit C pricing practices as disclosed and agreed to by NCIA or any other Eligible Purchaser.
- 6.2 All Product prices are quoted CIF Destination and all Product shipments and deliveries shall be effected on this basis, notwithstanding any other provision of this Agreement or order placed hereunder.

7. WARRANTY

- 7.1 Hardware Warranty. Unless otherwise agreed between the Purchaser and "Company", or as otherwise specified, "Company" warrants its Equipment against defects in workmanship of materials for one (1) year from the date of either shipment or "Company"-performed installation. The Purchaser should return the Equipment in "Company" packaging and bear the cost of outbound carriage. "Company" will carry out and repair and bear the cost of return carriage to the Purchaser. The repaired unit will be shipped within a maximum of | *specify period* | working days from the receipt at the repair facility, or as otherwise specified and agreed in the Order.
- 7.2 Software Warranty. "Company" warrants that the licensed Software shall substantially conform to its user's manual, as it exists at the date of delivery, for ninety (90) days from the date of shipment.

8. PAYMENTS

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

COMPANY

Attn.:

For Electronic Funds Transfer:

Account Name:

Bank Name

Account Number:

ABA/SWIFT Number/Sort Code: |

9. SUPPLEMENTAL AGREEMENTS

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

10. MISCELLANEOUS

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

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

Company:

Name:

Title:

Department:

Address:

Tel:

Fax:

e-mail: |

NCIA: Mr. Alain Courtois
Chief of Contracts- Principal Contracting Officer,
NATO C&I Agency
Boulevard Leopold III
B-1110 Brussels
Belgium
Tel: +32 2 707 8233
E-Mail: Alain.Courtois@ncia.nato.int

PART II - GENERAL PROVISIONS

1. NOTICE OF SHIPMENT

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

2. CONTRACTOR PERSONNEL WORKING AT PURCHASER'S FACILITIES

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

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

3. PURCHASER FURNISHED PROPERTY

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

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

4. INDEMNIFICATION

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

5. TITLE AND RISK OF LOSS

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

5.3 Notwithstanding 5.2 above, the risk of loss or damage to supplies which fail to conform to the requirements of the Order shall remain with "Company" until cure or acceptance, at which time 5.2 above shall apply.

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

6. TRANSFER REQUIREMENTS

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

7. INSPECTION, ACCEPTANCE AND REJECTION

7.1 Unless otherwise specifically provided for in the Order, all equipment, materials and supplies incorporated in the work covered by this Agreement are to be new and of the most suitable grade of their respective kinds for the purpose, notwithstanding the requirements for testing, inspection and performance as required under this Agreement. All workmanship shall be as required under the Order or, if not specified, best commercial (National and International) standard.

7.2 All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products, data including software and firmware) and services may be subject to inspection and test by the Purchaser, or his authorised representative to the extent practicable at all times and places prior to acceptance, including the period of manufacture, or after delivery, or as otherwise specified in the Order. 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.

7.3 No representative or NQAR appointed by the Purchaser for the purpose of determining the Contractor's compliance with the technical requirements of the Order shall have the authority to change any of the specifications. Such changes may only be made by the Contracting Authority in writing in accordance with the clause of this Agreement entitled "Changes".

7.4 The presence or absence of an NQAR or other Purchaser representative shall not relieve "Company" from any of the requirements of this Agreement.

7.5 In the event that any supplies, 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 the order, including any characteristic or condition which is or becomes at variance to the performance specifications and to the intended function of the supplies, 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. Supplies, or lots thereof or services which have been rejected or required to be corrected or replaced shall, at the expense of "Company", be removed, or, if permitted or required by the Contracting Authority, corrected in place by "Company" promptly after notice, and shall not thereafter be tendered for acceptance by "Company" unless the former rejection or requirement of correction or replacement is disclosed. If "Company" fails promptly to remove, replace or correct such supplies or lots thereof, or services, the Purchaser either:

- 7.5.1 may by Order or otherwise return, replace or correct such supplies or services and charge "Company" the cost incurred by the Purchaser, or
- 7.5.2 may terminate this Agreement for default as provided in the clause of this Agreement entitled "Termination for Default".
- 7.6 Unless "Company" corrects or replaces such supplies or services within the delivery schedule, the Purchaser may require the delivery of such supplies or services at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute within the meaning of the clause of this Agreement entitled "Disputes".
- 7.7 If any inspection or test is made by the Purchaser's representatives on the premises of "Company" or sub-contractor, "Company", without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Purchaser's representatives in the performance of their duties. The NQAR or other Purchaser representatives shall have the right of access to any area of "Company"'s or his sub-contractor's premises where any part of the contractual work is being performed. If Purchaser inspection or test is made at a point other than the premises of "Company" or sub-contractor, it shall be at the expense of the Purchaser except as otherwise provided in this Agreement; provided that in case of rejection the Purchaser shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Purchaser shall be performed in such a manner as not to unduly delay the work. The Purchaser reserves the right to charge to "Company" any additional cost of Purchaser inspection and test when supplies or services are not ready at the time such inspection and test is requested by "Company" or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies or services shall be made as promptly as practicable after delivery, except as otherwise provided in the Order, but failure to inspect and accept or reject supplies or services shall neither relieve "Company" from responsibility for such supplies or services as are not in accordance with the Order requirements nor impose liability on the Purchaser thereof.
- 7.8 The inspection and test by the Purchaser of any supplies or lots thereof, or services does not relieve "Company" from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in the Order, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

- 7.9 Acceptance of supplies or services shall take place when the Purchaser confirms acceptance of the supplies or services in accordance with the procedure specified in the Order, or if none is so specified then the Purchaser shall be deemed to have accepted the supplies or services without prejudice to any other remedies, when and as soon as any of the following events have occurred:
- 7.9.1 The Purchaser has taken the supplies or services into use;
- 7.9.2 The Purchaser has not exercised its right of rejection of the supplies or services within any period specified for that purpose in the Order;
- 7.9.3 There being no period of exercising the right of rejection specified in the Order, a reasonable time, all the circumstances having been taken into account, has elapsed since delivery of the supplies or services was effected in accordance with the Order.
- 7.10 Unless otherwise specified in this Agreement, "Company" shall have or establish, implement and maintain an effective and economical quality control system, planned and developed in conjunction with other contractor functions necessary to satisfy the contract requirement. The system shall be acceptable to the Purchaser and its authorised representatives. The system shall provide for the early and prompt detection of deficiencies, trends and conditions which could result in unsatisfactory quality, and for timely and effective corrective action. Objective evidence that the system is effective shall be readily available to the Purchaser and its authorised representatives. Records of all inspection and testing work by "Company" shall be kept complete and available to the Purchaser's representatives during the performance of any Order under this Agreement and for such longer periods as may be specified elsewhere in the Order.
- 7.11 Product acceptance shall be accomplished by using test procedures and/or programs established by "Company" which are applicable to the Products, unless otherwise agreed in writing by the Purchaser and "Company". Such acceptance shall be at the time of completion of final tests at "Company"'s facilities, except as otherwise specified below. If Purchaser has conveyed in writing its intention to witness final tests in the Order, "Company" will give Purchaser prior notice of the date of such tests. Purchaser shall be responsible for any charges that may be associated with witnessing said tests. If installation by "Company" is included in the purchase price, acceptance will be at any installation site specified by the Purchaser, when "Company" demonstrates that the applicable diagnostic and/or verification programs work properly. If "Company"'s demonstration of the programs at the installation site is delayed for more than fifteen (15) calendar days, except due to the fault of "Company", the Products will be deemed accepted.

8. PREFERRED CUSTOMER

- 8.1 "Company" warrants that the prices set forth in this Agreement, and appendices thereto, are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of equipment and/or parts covered by the Agreement under similar conditions. In the event that prior to complete delivery under this Agreement "Company" offers any of such items in substantially similar quantities under similar conditions to any customer at prices lower than those set forth herein, "Company" shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Agreement. Price in this sense means "Base Price" prior to applying any bonus, export tax reduction, turn-over tax exemptions and other reductions based on National Policies.

9. PRICE FIXING

- 9.1 Offers for sole source procurement, changes, modifications, and claims in excess of \$500,000 shall be priced in accordance with this provision and the Purchaser's Pricing Principles as set out in Appendix 1 to this provision, or the National Government Pricing Rules and Regulations for "Company"'s own country where in force.
- 9.2 This provision shall also apply to follow-on contracts of any nature including maintenance and supply of spare parts which exceed \$500,000. Should such contracts be placed by NATO, NATO Bodies or Governmental Agencies of NATO Member Nations, such organisations shall be entitled to all rights, powers and privileges that the Purchaser has under this Agreement.
- 9.3 To the extent the product proposed is a Commercial Off The Shelf (COTS) or COTS derivative item which has been sold to the general public or which is being developed for sale to the general public, including services normally provided for maintenance and installation, and consistent with, for example, the Rules of the Federal Acquisition Regulation (FAR), said items will be defined as "COMMERCIAL" and shall not be subject to paragraphs 9.4 or 9.5.
- 9.3.1 For the purposes of verifying that cost or pricing data submitted in conjunction with paragraphs 9.1 and 9.2 above are accurate, complete and current, the Purchaser shall, until the expiration of three (3) years from the date of final payment of all sums due under the Agreement, have the right of access to "Company"'s facilities to examine those books, records, documents and other supporting data which will permit adequate evaluation and verification of the cost or pricing data submitted along with the computations and projections used therein which were available to "Company" as of the date of "Company"'s price proposal.
- 9.4 "Company", when the price exceeds \$500,000, and subject to paragraph 9.3 above, shall require its Subcontractors to provide to the Purchaser, either directly or indirectly:
- 9.4.1 cost or pricing data or substantiation of commercial product status;

- 9.4.2 access to Subcontractor's facilities and records by the National Audit Agency for the purpose of verification of such cost or pricing data; and
- 9.4.3 a Certificate of Current Cost or Pricing Data when required.
- 9.5 Price Reduction for Defective Cost or Pricing Data.
 - 9.5.1 If any price, including profit or fee, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because:
 - 9.5.1.1 "Company" furnished cost or pricing data which was not complete, accurate and current as certified in "Company"'s Certificate of Current Cost or Pricing Data provided in accordance with paragraph 9.6 below.
 - 9.5.1.2 A Subcontractor, pursuant to paragraph 9.4 above or any subcontract clause therein required, furnished cost or pricing data which was not complete, accurate and current as certified in the Subcontractor's Certificate of Current Cost or Pricing Data.
 - 9.5.1.3 A Subcontractor or prospective Subcontractor furnished cost or pricing data which was required to be complete, accurate and current and to be submitted to support a Subcontract cost estimate furnished by "Company" but which was not complete, accurate and current as of the date certified in "Company"'s Certificate of Current Cost or Pricing Data; or
 - 9.5.1.4 "Company" or a Sub-contractor or prospective Subcontractor furnished any data, not within paragraphs 9.5.1.1, 9.5.1.2 or 9.5.1.3 above, which was not accurate as submitted
 - 9.5.2 Then the price or cost shall be reduced accordingly and the Order shall be modified in writing as may be necessary to reflect such reductions.
- 9.6 Certificate of Current Cost or Pricing Data.
 - 9.6.1 At the time of negotiating any price, including profit or fee, "Company" shall be required to submit a Certificate of Current Cost or Pricing Data as required by paragraph 9.4.3.
 - 9.6.2 Such Certificate will certify that, to the best of "Company"'s knowledge and belief, cost or pricing data submitted to the Purchaser in support of any proposal for a price, price adjustment or claim, are accurate, complete and current, as per the completion of the negotiations or, in the case of a claim, as per the submission date of the claim.
 - 9.6.3 All such certificates shall be in the format shown below and shall be dated and signed by a responsible officer of the company.

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

Firm _____
Name _____

Title _____

Date of Execution

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

10. TAXES AND DUTIES

10.1 NATO, NATO Bodies and certain other Eligible Purchasers are exempt from all taxes and all customs duties on Products and Services imported or exported hereunder. "Company" therefore, certifies that the prices stipulated under this Agreement do not include amounts to cover such taxes or customs duties. "Company" shall be responsible for determining whether such exemptions apply for other Eligible Purchasers, as defined under paragraphs 3.1.3, 3.1.4 and 3.2 of Part I, Special Provisions above.

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

10.3 In the event that reimbursement is not made by the authorities concerned, and providing that "Company" has complied with applicable procedures, Purchaser shall reimburse the full amount of the payments upon receipt of "Company"'s invoice indicating such tax or duty as a separate item or cost and fully identified by reference to any governmental law, regulation and/or instruction pursuant to which such tax or duty is enforced.

10.4 Following payment by the Purchaser of the taxes and/or duties pursuant to paragraph 10.3 above, should "Company" receive a rebate of any amount paid by Purchaser, "Company" shall immediately notify Purchaser, and the amount of such rebate shall be credited or reimbursed to the Purchaser, as directed. "Company" shall be responsible for taking any and all action that could reasonably be required in order to obtain such rebate.

11. INVOICES

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

12. CHANGES

- 12.1 The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Order, in any one or more of the following:
 - 12.1.1 Specifications (including drawings and designs) except to Commercial Products;
 - 12.1.2 Method and manner of performance of the work;
 - 12.1.3 Marking, method of shipment and packing;
 - 12.1.4 Time and place of delivery; and
 - 12.1.5 Purchaser Furnished Property and Facilities (including Equipment, materials, services or sites).
- 12.2 Any other written or oral order (which, as used in this paragraph 12.2, includes direction, instruction, interpretation, or determination) from the Purchaser that causes a change shall be treated as a change order under this clause, provided, that "Company" gives the Purchaser written notice within thirty (30) days after receipt of such change order stating:
 - 12.2.1 the date, circumstances, and source of the order and
 - 12.2.2 that "Company" regards the order as a change order, and that the order is accepted in writing by the Purchaser as a change order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.
- 12.3 Except as provided in this clause, no order, statement, or conduct of the Purchaser shall be treated as a change order under this clause or entitle "Company" to an equitable adjustment.

- 12.4 If any such change order causes an increase or decrease in "Company"'s cost of, or the time required for the performance of any part of the work under the Order, whether or not changed by any such order, the Purchaser shall make an equitable adjustment and modify the Order in writing accordingly. However, except for a "proposal for adjustment" (hereafter referred to as "proposal") based on defective specifications, no proposal for any change under paragraph 12.2 above shall be allowed for any costs incurred more than thirty (30) days before "Company" gives written notice as required. In the case of defective specifications for which the Purchaser is responsible, the equitable adjustment shall include any increased cost reasonably incurred by "Company" in attempting to comply with the defective specifications. Where the cost of property made obsolete or excess as a result of a change is included in the "Company"'s claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the clause of this Agreement entitled "Disputes." However, nothing in this clause shall excuse "Company" from proceeding with the Order as changed.
- 12.5 "Company" must submit any proposal under this clause within thirty (30) days after
- 12.5.1 receipt of a written change order under paragraph 12.1 above or
- 12.5.2 the furnishing of a written notice under paragraph 12.2, by submitting to the Purchaser a written statement describing the general nature and amount of the proposal, unless this period is extended by the Purchaser. The statement of proposal for adjustment may be included in the notice under paragraph 12.2 above.
- 12.6 No proposal by "Company" for an equitable adjustment shall be allowed if asserted after final payment and acceptance under the Order.

13. PURCHASER DELAY OF WORK

- 13.1 If the performance of all or any part of the work is delayed or interrupted by an act of the Purchaser in the administration of the Order, which act is not expressly or implicitly authorised by the Order, or by his failure to act within the time specified in the Order (or within a reasonable time if not time is specified), an adjustment shall be made for any increase in the cost of performance of the Order caused by such a delay or interruption and the Order modified in writing accordingly. Adjustments shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption:
- 13.1.1 to the extent that performance would have been delayed or interrupted by any other clause, including the fault or negligence of "Company"; or
- 13.1.2 for which an adjustment is provided under any other provision of this Agreement.
- 13.2 No claim under this clause shall be allowed:

- 13.2.1 for any costs incurred more than twenty (20) days before "Company" shall have notified the Purchaser in writing of the act or failure to act involved; and
- 13.2.2 unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Order.

14. STOP WORK ORDER

- 14.1 The Purchaser may, at any time, by written order to "Company", require "Company" to stop all, or any part, of the work called for by the Order for a period of ninety (90) days after the order is delivered to "Company", and for any further period to which the Parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, "Company" shall forthwith comply with its terms and take all reasonable steps to minimise costs incurred allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to "Company", or within any extension of that period to which the Parties shall have agreed, the Purchaser shall either:
 - 14.1.1 cancel the stop work order, or
 - 14.1.2 terminate the work covered by such order in accordance with paragraph 20,
- TERMINATION FOR CONVENIENCE OF THE PURCHASER.
- 14.2 If a stop work order issued under this clause is cancelled or the period of the order or any extension thereof expires, "Company" shall resume work. An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Order shall be modified in writing accordingly, if:
 - 14.2.1 the stop work order results in an increase in the time required for, or in "Company"'s cost properly allocable to, the performance of any part of the Order, and
 - 14.2.2 "Company" asserts a claim for such adjustment within 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 any time prior to final payment under any Order.
 - 14.3 If a stop order is not cancelled and the work covered by such order is terminated for the convenience of the Purchaser, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

15. ORDER OF PRECEDENCE

- 15.1 In the case of any inconsistencies herein, the order of precedence of the contractual documents is as follows:
- 15.1.1 the Special Provisions
 - 15.1.2 the General Provisions
 - 15.1.3 Exhibits and Appendices,
- 15.2 Except where inconsistency between the terms of this Agreement and those contained in any Order have been expressly agreed between the Purchaser and "Company", the terms of this Agreement shall take precedence.

16. APPLICABLE LAW

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

17. DISPUTES AND ARBITRATION

- 17.1 In the event of a dispute under this Agreement or any Order issued hereunder, the Parties shall attempt to settle their difference in an amicable manner. However, in the event that a settlement cannot be made under this Agreement within a reasonable period of time, the Parties agree to institute arbitration proceedings in the manner provided in the following Arbitration provision and such disputes shall finally be settled thereby, unless otherwise agreed between the Purchaser and "Company".
- 17.1.1 "Company" agrees to submit to the Arbitration Tribunal only such issues, facts, evidence and proof which "Company" had beforehand identified and submitted to the Purchaser for decision. The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Purchaser.
 - 17.1.2 The party instituting the arbitration proceedings shall advise the other party by registered letter, with official notice of delivery, of his desire to have recourse to arbitration. Within a period of thirty days from the date of receipt of this letter, the parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by the Purchaser, another by "Company" and the third, who shall act as President of the Tribunal, by these two arbitrators. Should one of the parties fail to appoint an arbitrator during the 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.

- 17.1.3 Regardless of the procedure concerning the appointment of this Arbitration Tribunal, the third arbitrator will have to be of a nationality different from the nationality of the other two members of the Tribunal.
- 17.1.4 Any arbitrator must be of the nationality of any one of the NATO Member Nations and shall be bound by the rules of security in force within NATO.
- 17.1.5 Any person appearing before the Arbitration Tribunal in the capacity of an expert witness shall, if he is of the nationality of one of the NATO Member Nations, be bound by the rules of security in force within NATO; if he is of another nationality, no NATO classified documents or information shall be communicated to him.
- 17.1.6 An arbitrator who, for any reason whatsoever, ceases to act as an arbitrator, shall be replaced under the procedure laid down in paragraph 17.1.2 above.
- 17.1.7 The Arbitration Tribunal will take its decisions by a majority vote. It shall decide where it will meet and, unless it decides otherwise, shall follow the arbitration procedures of the International Chamber of Commerce in force at the date of signature of the present Agreement.
- 17.1.8 The awards of the arbitrator or of the Arbitration Tribunal shall be final and there shall be no right of appeal or recourse of any kind. These awards shall determine the apportionment of the arbitration expenses.
- 17.2 The place of arbitration shall be Brussels, Belgium, in the case of dispute under this Agreement or under any subsequent Order between "Company" and NCIA, and shall be the country of the Purchaser in the case of a dispute between "Company" and any other Purchaser, unless otherwise agreed between the Purchaser and "Company".

18. DELAYS IN DELIVERY

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

19. TERMINATION FOR DEFAULT

- 19.1 The Purchaser may, subject to the provisions of paragraph 19.3 below, by written notice of default to "Company", terminate the whole or any part of an Order in any one of the following circumstances:
 - 19.1.1 if "Company" fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

- 19.1.2 if "Company" fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of an Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as the Purchaser may authorise in writing) after receipt of notice in writing from the Purchaser specifying such failure.
- 19.2 In the event the Purchaser terminates an Order in whole or in part, as provided in paragraph 19.1 of this clause, the Purchaser may procure, upon such terms and in such manner as the Purchaser may deem appropriate, supplies or services similar to those so terminated, and "Company" shall be liable to the Purchaser for any excess costs for such similar supplies or services. However, "Company" shall continue the performance of an Order to the extent not terminated under the provisions of this clause.
- 19.3 Except with respect to defaults of sub-contractors, "Company" shall not be liable for any excess costs if the failure to perform the Order arises out of causes beyond the control and without the fault or negligence of "Company". Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of the Purchaser in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of "Company". If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both "Company" and sub-contractor, without the fault or negligence of either of them, "Company" shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit "Company" to meet the required delivery schedule.
- 19.4 If an Order is terminated as provided in paragraph 19.1 of this clause, the Purchaser, in addition to any other rights provided in this clause, may require "Company" to transfer title and deliver to the Purchaser, in the manner and to the extent directed by the Purchaser:
- 19.4.1 any completed supplies, and
- 19.4.2 such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as "Company" has specifically produced or specifically acquired for the performance of such part of an Order as has been terminated;

and "Company" shall, upon direction of the Purchaser, protect and preserve property in the possession of "Company" in which the Purchaser has an interest. Payment for completed supplies delivered to and accepted by the Purchaser shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Purchaser and for the protection and preservation of property shall be in an amount agreed upon by "Company" and Purchaser. Failure to agree to such amount shall be a dispute within the meaning of the clause of this agreement entitled "Disputes and Arbitration". The Purchaser may withhold from amounts otherwise due to "Company" for

such completed supplies or manufacturing materials such sum as the Purchaser determines to be necessary to protect the Purchaser against loss because of outstanding liens or claims of former lien holders.

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

20. TERMINATION FOR CONVENIENCE OF THE PURCHASER

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

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

20.3 "Company" may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within 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.

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

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

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

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

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

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

21. SUB-CONTRACTS

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

22. PATENT AND COPYRIGHT INDEMNIFICATION

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

- 22.3 This indemnity shall not apply under the following circumstances:
- 22.3.1 Patents or copyright which may be withheld from issue by order of the applicable government whether due to security regulations or otherwise;
- 22.3.2 An infringement resulting from specific written instructions from the Purchaser under this Agreement;
- 22.3.3 An infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Agreement.

23. CLAIMS

- 23.1 "Company" shall assert claims in writing and by registered mail, and in accordance with the terms set out below:
- 23.2 Claims shall be submitted within:
- 23.2.1 the time specified in the Clause or Article under which "Company" alleges to have a claim. If no time is specified in the clause or Article under which "Company" intends to base its claim, the time limit shall be forty-five (45) days from the date "Company" has knowledge or should have had knowledge of the facts on which it bases its claim;
- 23.2.2 three (3) months after final payment, release of guarantees or performance bond provided under the Order, whichever occurs last. This shall only apply to those claims for which "Company" could not have had earlier knowledge and were not foreseeable.
- 23.3 "Company" shall be foreclosed unless it presents complete documentary evidence, justification and cost for each of its claims within three months from the assertion date of such claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from "Company"'s books and records). Opinions, conclusions or judgmental assertions not supported by such evidence shall be rejected.
- 23.3.1 An individual breakdown of cost is required for each element of "Company"'s claims at the time of claim submission or for any material revision of the claim.
- 23.4 "Company" shall present, at the time of submission of a claim, an attestation as follows:
- "I the responsible senior company official authorised to commit the with respect to its claims dated being duly sworn, do hereby depose and say that: (i) the facts described in the claim are current, complete and accurate; and (ii) the conclusions in the claim accurately reflect the material damages or contract adjustments for which the Purchaser is allegedly liable."

SIGNATURE

- 23.5 Failure to comply with any of the above requirements shall result in automatic forfeiture of the claim. This foreclosure takes effect in all cases and also where, for example, the claim is based on additional orders, where the facts are known to the Purchaser, where the claim is based on defective specifications of the Purchaser or an alleged negligence in the precontractual stage.
- 23.6 No claim arising under this Agreement may be assigned by "Company" without prior approval of the Purchaser.

24. RELEASE OF CLAIMS

- 24.1 Prior to final payment under this Agreement, "Company" and each assignee under this Agreement shall execute and deliver a release discharging the Purchaser, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Agreement subject only to the following exceptions:
- 24.1.1 Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by "Company";
- 24.1.2 Claims for reimbursement of costs (other than expenses of "Company" by reason of its indemnification of the Purchaser against patent liability) including reasonable expenses incidental thereto, incurred by "Company" under the provisions of this Agreement relating to patents.
- 24.1.3 An infringement resulting from specific written instructions from the Purchaser under the Order.
- 24.1.4 An infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under the Order.

25. EXTRAS

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

26. LANGUAGE

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

27. SECURITY

- 27.1 "Company" shall comply with all security measures as are prescribed by the Purchaser and the National Security Authority or designated Security Agency of each of the NATO Member Nations in which the Agreement is being

performed. "Company" shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of an Order.

- 27.2 In particular "Company" undertakes to:
- 27.2.1 appoint an official responsible for supervising and directing security measures in relation to the Order and communicating details of such measures to the Purchaser on request;
 - 27.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the National Security Authority or designated Security Agency charged with ensuring that all NATO or National classified information involved in the Order is properly safeguarded;
 - 27.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the National Security Authority or designated Security Agency, any classified documents, plans, photographs or other classified material entrusted to "Company";
 - 27.2.4 furnish, on request, information to the National Security Authority or designated Security Agency pertaining to all persons who will be required to have access to NATO or National classified information;
 - 27.2.5 maintain at the work site a current record of its employees at the site who have been cleared for access to NATO or National classified information. The record should show the date and level of clearance;
 - 27.2.6 deny access to NATO or National classified information to any person other than those persons authorised to have such access by the National Security Authority or designated Security Agency;
 - 27.2.7 limit the dissemination of NATO or National classified information to the smallest number of persons as is consistent with the proper execution of the Order;
 - 27.2.8 comply with any request from the National Security Authority or designated Security Agency that persons entrusted with NATO or National classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO Member Nations in which they may have access to classified information;
 - 27.2.9 report to the National Security Authority or designated Security Agency any breaches or suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the National Security Authority or designated Security Agency, e.g. reports on the holdings of NATO or National classified information;

- 27.2.10 apply to the Purchaser for approval before subcontracting any part of the work, if the subcontract would involve the subcontractor in access to NATO or National classified information, and to place the subcontractor under appropriate security obligations no less stringent than those applied to its own contract;
- 27.2.11 undertake not to utilise, other than for the specific purpose of the Order, without the prior written permission of the Purchaser or its authorised representative, any NATO or National classified information furnished to him, including all reproductions thereof in connection with the Order, and to return all NATO or National classified information referred to above as well as that developed in connection with the Order, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO or National classified information will be returned at such time as the Purchaser or its authorised representative may direct;
- 27.2.12 classify any produced document with the highest classification of the NATO or National classified information disclosed in that document.

28. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

29. RELEASE OF INFORMATION

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

30. FORCE MAJEURE

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

non-performance and shall resume performance hereunder with dispatch whenever such causes are removed.

31. RIGHTS IN TECHNICAL DATA

- 31.1 Subject to the rights of third parties and to existing rights of "Company" arising otherwise than by virtue of the Order, and with due regard to national security regulations, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of the Order, including any technical data specifications, report, drawings, computer software data, computer programmes, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work and, in particular, all rights, including copyright therein, shall vest in and shall be the sole and exclusive property of the Purchaser.

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

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

APPENDIX 1 TO PART II - PURCHASER'S PRICING PRINCIPLES

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

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

A. Allowability of Costs

- (1) Allowable Cost

A cost is allowable if the following conditions are fulfilled:

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

(2) Partially allowable cost

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

- (a) Advertising costs.
- (b) Contributions.
- (c) Bonuses paid pursuant to an agreement entered into before the Order was made or pursuant to a plan established and consistently followed before the Order was concluded.
- (d) Depreciation of plant equipment or other capital assets.
- (e) Costs of normal maintenance and repair of plant, equipment and other capital assets.
- (f) The costs of general research and development work which are not chargeable directly to an Order and which are not aimed at the preparation or development of a specific product.
- (g) Travel costs, except those which, according to the terms of the Order, are to be charged directly to it.
- (h) Pre-contract cost (cost prior to the effective date stated in the Order) in anticipation of the award of the Order or pursuant to its negotiation.

(3) Unallowable costs

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

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

B. Cost Groupings

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

- (a) Direct Costs

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

- (b) Indirect Costs

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

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

C. Overhead Rates

- (1) Indirect costs, which as a rule are to be allocated to all work of "Company", shall be accumulated by logical cost groupings in accordance with sound accounting principles and "Company"'s established practices. Such costs shall be presented as overhead rates and be applied to each related direct cost grouping.
- (2) "Company" shall inform the Purchaser of its overhead rates and the basis upon which they were computed.
- (3) The term "provisional overhead rate" means a tentative overhead rate established for interim billing purposes pending negotiation and agreement to the final overhead rate.
- (4) An overhead rate is pre-determined if it is fixed before or during a certain period and based on (estimated) costs to be incurred during this period. An overhead rate is post-determined if it is fixed after a certain period and based on costs actually incurred during this period.

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

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

EXHIBIT A - ORDERING INFORMATION

A ORDERING INFORMATION REQUIRED:

All orders submitted under this Agreement shall contain, as applicable, the following information:

- a. Reference to the BOA.
- b. Identification and details of the Purchaser.
- c. Any special Terms and Conditions applicable to the Order (e.g. Payment, Warranty, etc.)
- d. Description of the Products to be delivered and/or of the Engineering Services to be performed (including labour categories, labour rates, people's names).
- e. Specification of the Requested Products Delivery Schedule and/or of the Engineering Services Period of Performance.
- f. Specification of the Products Delivery Location and/or of the Engineering Services Place of Performance.
- g. Shipping instructions.
- h. Security requirements.
- i. Completion of "Non-Transfer and Use Certificate" (e.g. DSP 83), Export License or equivalent, as applicable.
- j. Testing and Acceptance criteria and provisions.

**EXHIBIT B - AUTHORISATION TO USE BOA BY NATO
CONTRACTORS**

Attn.: ‘Company’* Manager of Contracts

Subject: Order under NCIA/BOA/.....|Company’* is hereby authorised to procure under Order No. (....), in accordance with NCIA Basic Ordering Agreement (NCIA/BOA/.....). Each Order placed shall quote the above-mentioned BOA, the appropriate Order Number and shall state:

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

A copy of this authorisation will be sent to “Company”.
NCIA shall not be liable in any form for any Order issued and concluded between Purchaser, other than by NCIA itself, and ‘Company’*.

EXHIBIT C - PRODUCTS AND SERVICES

To be completed by the Company

Part I - a) Short Company Description

Part I - b) List and Short Description of offered Products and/or
Services



CO-115618-VVT

PROVISION OF VOIP AND VOSIP TELEPHONY FOR UR2007

PART II

CONTRACT SPECIAL PROVISIONS

CONTRACT SPECIAL PROVISIONS
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ARTICLE 1 SCOPE

- 1.1 The purpose of this Contract is to procure VoIP capability (250) and VoSIP phones (50) for use in the Temporary Building in SHAPE.
- 1.2 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

ARTICLE 2 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE BOA GENERAL AND SPECIAL PROVISIONS

Clause 2 – “Definitions” of BOA Special Provisions is revised and supplemented by ARTICLE 4 – “DEFINITIONS”.

Clause 7 – “Warranty” of BOA Special Provisions is revised and supplemented by ARTICLE 15 – “WARRANTY”.

Clause 8 – “Payments” of BOA Special Provisions is replaced by ARTICLE 13 – “INVOICES AND PAYMENT”.

Clause 5 – “Title and Risk of Loss” of BOA General Provisions is revised and supplemented by ARTICLE 12 – “TITLE AND RISK OF LOSS”.

Clause 27 – “Security” of BOA General Provisions is revised and supplemented by ARTICLE 20 – “SECURITY”.

Clause 30 – “Force Majeure” of BOA General Provisions is replaced by ARTICLE 30 – “Force Majeure”.

ARTICLE 3 ORDER OF PRECEDENCE

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

ARTICLE 4 DEFINITIONS

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

ARTICLE 5 DURATION OF CONTRACT

- 5.1 It is the Purchaser's intention that the present Contract covers the totality of the requirements as covered by the Schedule of Supplies and Services with the exception of the Options (if any), unless those options are formally exercised and funded in accordance with the prescriptions of ARTICLE 7 "Additional Contract Tasks and Options".
- 5.2 The work under the Contract shall commence on effective date of Contract shown on the signature page and be completed in accordance with the Schedule of Supplies and Services.

ARTICLE 6 PRICE BASIS

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

ARTICLE 7 ADDITIONAL CONTRACT OPTIONS

- 7.1 The Purchaser may increase the quantity of supplies and services as set forth in any line item of Part I - Schedule of Supplies and Services at the prices stated therein any time during the period of performance of the Contract until end of Warranty. This right can be exercised multiple times for any of the line items, by increasing the firm fixed price of the Contract via a formal Contract Amendment, or by issuing a new contractual instrument. In this case the Contractor shall honour such right at the same rates and conditions as stated in Part I – Schedule of Supplies and Services.
- 7.2 If this right is exercised, delivery of the added items shall be to the same destination as specified in the basic Contract; unless otherwise specified on the written notice. If the Contract provides for multiple destinations, the Purchaser will specify to which destination(s) the additional quantities are to be shipped. If the Purchaser specifies a destination that is not part of the basic Contract requirements, the Parties will agree to an equitable adjustment as may be required to reflect any additional costs incurred by the Contractor in making such delivery.
- 7.3 Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.

ARTICLE 8 PARTICIPATING COUNTRIES

- 8.1 The Contractor may issue subcontracts to firms and purchase from qualified vendors in any contributory NATO nations in the project, namely, (in alphabetical order):
- ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 8.2 No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 8.3 The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within Participating Countries and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a Participating Country.

ARTICLE 9 COMPREHENSION OF CONTRACT AND SPECIFICATIONS

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

set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

ARTICLE 10 PLACE AND TERMS OF DELIVERY

- 10.1 Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2020 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services.

A Material Data Sheet (MDS) is to be received by the Agency not later than 10 working days before the delivery of the products.

ARTICLE 11 INSPECTION AND ACCEPTANCE

- 11.1 Clause 7 “Inspection, Acceptance and Rejection” of BOA General Provisions is hereby supplemented with this Article:
- 11.2 The supplies and services to be provided by the Contractor’s personnel under this Contract shall conform to the highest professional and industry standards and practices. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.
- 11.3 The Purchaser reserves the right to charge to the Contractor any additional cost incurred by the Purchaser for 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.

ARTICLE 12 TITLE AND RISK OF LOSS

- 12.1 Clause 5 “Title and Risk of Loss” of BOA General Provision is supplemented by the following:
- 12.2 Title to supplies and risk of loss or damage to supplies covered by this Contract shall pass to the Purchaser upon written Acceptance by the Purchaser.

ARTICLE 13 INVOICES AND PAYMENT

- 13.1 This Article replaces Clause 8 – “Payments” of BOA No. Special Provisions.
- 13.2 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified in the Contract.
- 13.3 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.
- 13.4 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:
- a) Contract number CO-
 - b) Contract Amendment number (if any),
 - c) Purchase Order number PO ,
 - d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),
 - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN).

- 13.5 The Contractor shall be entitled to submit invoices in accordance with the following payment events schedule within CLINs in the Schedule of Supplies and Services.
- 13.6 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 10 “Taxes and Duties” of the BOA General Provisions.
- 13.7 No payment shall be made with respect to undelivered supplies, works not performed, services not rendered and/or incorrectly submitted invoices.
- 13.8 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 13.9 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 13.10 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 13.11 The invoice shall contain the following certificate:
“I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received.”
- 13.12 The certificate shall be signed by a duly authorised company official on the designated original.
- 13.13 Invoices referencing “CO-115618-VVT –/ PO [TBD] ” shall be submitted to:
accountspayable@ncia.nato.int
- 13.14 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

ARTICLE 14 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS

- 14.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause 19 “Termination for Default” of BOA General Provisions.
- 14.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate

this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor. For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject

ARTICLE 15 WARRANTY

- 15.1 Clause 7 “Warranty” of BOA Special Provisions is supplemented with the following:
- 15.2 Until Purchaser Acceptance, all hardware and software to be provided under this Contract shall be under the Contractor’s responsibility. Warranty shall start after Purchaser confirmed written Acceptance of each batch and shall be the standard warranty with a minimum duration of one (1) calendar year for all hardware and software to be provided as part of this Contract.
- 15.3 Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the Contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for the total duration of the above referred period and covering all items of hardware and software, that:
- a. all deliverables furnished under this Contract shall be free from defect and will conform with the specifications and all other requirements of this Contract; and,
 - b. the system will, under normal conditions, perform without errors which make it unusable; and
 - c. the preservation, packaging, packing and marking and the preparation for and method of, shipment of such supplies will conform to the requirements of this Contract.
- 15.4 The Purchaser will inform the Contractor in writing of any defect within seven calendar days after its discovery and the circumstances of its discovery. The Contractor shall respond to a defect notification within one working day, by engaging with the Purchaser’s personnel to identify the cause of the defect and to agree a resolution approach. The resolution of defects remains the Contractors responsibility within the warranty. The Contractor shall resolve all defects within 7 calendar days of their first being reported for those items that need not be returned to the Contractor’s facility for service or repair. Items needing service or repair at the Contractor’s facility shall be repaired/replaced and dispatched back to the Purchaser within 15 days of their arrival at the Contractor’s facility.
- 15.5 The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the

provisions of this Article. Transportation and handling charges for items returned under warranty claim to the Contractor will be the responsibility of the Purchaser, as well as responsibility for such supplies, i.e. damage and loss that may occur during transportation under warranty.

- 15.6 The Contractor shall, at its option, repair, adjust or replace defective equipment and restore to the Purchaser equipment, which functions in accordance with the requirements of the Contract.
- 15.7 In the event of the Contractor's failure to repair or replace failed equipment within the timeframes expressed in this Article, the Purchaser will have the right, at its discretion, and having given the Contractor due notice, to:
- a. remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor's expenses;
 - b. equitably reduce the Contract price; and/or
 - c. terminate for default that portion of the Contract relating to the defective work.
- 15.8 Notwithstanding the provision of above paragraph 16.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.
- 15.9 This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this Article, an equitable adjustment will be made. Failure to reach such an equitable adjustment will be considered a dispute under the Contract and subject to resolution in accordance with the Clause 17 "Disputes and arbitration" of BOA General Provisions.

ARTICLE 16 CONTRACT ADMINISTRATION

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

16.5 All notices and communications shall be effective on receipt.

16.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency Boulevard Leopold III B-1110 Brussels Belgium	
For contractual matters: Attn: Mr. Graham Hindle Title: Senior Contracting Officer Tel: Fax: E-mail cc Mrs. Gracja Jablonska Title: Senior Contracting Assistant Tel: Fax: E-mail:	For contractual matters: Attn: Title: Tel: Fax: - E-mail:
For technical/project management matters: Attn: Mr. Alexandru Mihai Andrei Title: Tel: E-mail:	For technical/project management matters: Attn: Title: Tel: Fax: - E-mail:

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

ARTICLE 17 SUB-CONTRACTORS

- 17.1 The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which it deems necessary to meet the requirements of this Contract in full.
- 17.2 The Contractor shall not place sub-contracts outside the Participating Countries unless the prior authorization of the Purchaser has been obtained. Such authorization will not be granted when the sub-contract involves the carrying out of classified work.

ARTICLE 18 CONTRACTOR COTS RESPONSIBILITY

- 18.1 The Contractor shall monitor changes and/or upgrades to commercial off the shelf (COTS) software or hardware to be utilized under subject Contract.

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

ARTICLE 19 LIQUIDATED DAMAGES

- 19.1 If the Contractor fails to:
- a) successfully meet the required performance dates as defined in the Schedule of Supplies and Services, or any extension thereof, or
 - b) deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract,
- the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the requirements of 19.1.a and 19.1.b, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each batch delivery in the Article 13 “Invoices and Payments” of the Contract Special Provisions.
- 19.2 In addition, the Purchaser may terminate this Contract in whole or in part as provided in Clause 19 “Termination for Default” of BOA General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 19.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause “Termination for Default” of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgment the findings of fact justify an extension.
- 19.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the total payment amount for

each Payment Event as scheduled in Article 13. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.

- 19.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
 - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
 - c. By reclaiming such damages through appropriate legal remedies.

ARTICLE 20 SECURITY

- 20.1 This Article supplements Clause 27 "Security" of BOA General Provisions.
- 20.2 The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present Contract.
- 20.3 The security classification of this Contract is "NATO UNCLASSIFIED".

ARTICLE 21 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

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

ARTICLE 22 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES

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

- The royalties excluded from its price for patent utilized under the agreements mentioned in the previous paragraph;
- The amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.

ARTICLE 23 INDEMNITY

- 23.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out in Article 22 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.
- 23.2 The parties will indemnify each other against claims made against the other by their own personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 23.3 NATO will give the Contractor immediate notice of the making of any claim or the bringing of any action to which the provisions of this Article may be relevant and will consult with the Contractor over the handling of any such claim and conduct of any such action and will not without prior consultation and without the consent of the Contractor settle or compromise any such claim or action.
- 23.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or willful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the cause of the accidents will be investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.

ARTICLE 24 INDEPENDENT CONTRACTOR

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

ARTICLE 25 APPLICABLE REGULATIONS

- 25.1 The Contractor shall be responsible for obtaining permits or licenses to comply with national codes, laws and regulations or local rules and practices in the country of performance under this Contract.
- 25.2 The Contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by him. These measures include compliance with the country of performance's safety provisions.

- 25.3 In the performance of all work under this Contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the local Headquarters' Security Officer.

ARTICLE 26 AUDITING AND ACCOUNTING

- 26.1 The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.
- 26.2 The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of Article 13 "Invoices and Payment" of the Contract Special Provisions.
- 26.3 In the event of this Contract being terminated in accordance with Clause 20 "Termination for Convenience of the Purchaser" of BOA General Provisions, the Contractor shall provide within ninety (90) days of the formal date of termination a detailed statement of all costs incurred since the initiation of the programme, together with the statement of all outstanding commitments for which the Contractor is legally liable.

ARTICLE 27 TRANSPORTATION OF EQUIPMENT

- 27.1 All supplies covered under this Contract shall be transported to final destination at the responsibility of the Contractor. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.
- 27.2 Items shipped under Warranty for repair or otherwise from the NCI Agency to the Contractor shall be the responsibility of the Purchaser.
- 27.3 Transportation of repaired/replaced items shall be the responsibility of the Contractor. These items shall be delivered and installed at final destination.

ARTICLE 28 RIGHT OF ACCESS, EXAMINATION OF RECORDS

- 28.1 Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees
- 28.2 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.
- 28.3 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.
- 28.4 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.

- 28.5 Flowdown. Include the substance of the clause, including this paragraph (28.6) in all subcontracts, including subcontractors for commercial items.

ARTICLE 29 FORCE MAJEURE

- 29.1 “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.
- 29.2 Examples of Force Majeure, provided conditions (i)-(iv) of paragraph [1] are all fulfilled, include:
- a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
 - b) civil war, riot, rebellion and revolution, usurped power, insurrection, act of terrorism, sabotage or piracy;
 - c) currency and trade restriction, embargo, sanction;
 - d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
 - e) plague, epidemic, natural disaster or extreme natural event;
 - f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
 - g) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 29.3 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.
- 29.4 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:
- a) 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;
 - b) the suspension of performance is of no greater scope than is necessitated by Force Majeure;
 - c) the Affected Party continues to furnish weekly updates by email while the effects of Force Majeure continue detailing reasonable efforts made in

accordance with Article 29.4.a], and notifies the Other Party immediately when the effects of Force Majeure are avoided or overcome, or cease, and resumes performance immediately thereafter.

- 29.5 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.
- 29.6 Unless otherwise agreed by the Parties, if Force Majeure continues for more than ninety (90) days, the Parties may agree: (a) to a revised delivery schedule at no cost; (b) to a reduction of scope terminating part of the contract at no cost; or (c) to terminate the whole of the Contract at no cost.

ARTICLE 30 ASSIGNMENT

- 30.1 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.
- 30.2 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.

**RFQ-CO-115618-VVT " PROVISION OF VOIP AND
VOSIP TELEPHONY FOR UR2007 "**



**BOOK II - PART IV
STATEMENT OF WORK (SOW)**

Record of Change

Version	Date of Change	Summary of Changes	By Whom Entered
0.0	08 November 2021	Initial Version	Manole Marcel-Marian
1.1			
1.2			
1.3			

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1. INTRODUCTION

1.1. Background

- 1.1.1. The NCI Agency requires VoIP and VoSIP Telephone user equipment for the new IT facilities in the building in SHAPE, Mons (BEL).

1.2. Objectives

- 1.2.1. The provision of the telephone user equipment shall fulfil the technical requirements provided in Annex A – Technical Specification and shall meet the following objectives:
- 1.2.2. To use the same equipment and service standards used by the ITM and NCI projects.
- 1.2.3. To follow the same architecture and technical configurations defined by the ITM and NCI projects;
- 1.2.4. To allow reuse of the equipment by the ITM and NCI projects during their planned implementation in SHAPE, Mons.

2. SCOPE OF WORK

2.1. Work Breakdown

- 2.1.1. The Contractor shall deliver the equipment in the quantities and to the location and at the time specified in the Schedule of Supplies and Services and perform the work described in the following work packages:
- 2.1.2. Work Package 1 (WP1) – VoIP Equipment and Support Services
- 2.1.3. Work Package 2 (WP2) – VoSIP Equipment and Support Services

3. WORK PACKAGE REQUIREMENTS

3.1. WP1 – VoIP Equipment and Support Services

- 3.1.1. The Contractor shall supply all equipment and services to provide a VoIP capability in Temporary Building.
- 3.1.2. The material necessary for WP1 is captured in the WP1 Bill of Materials (BOM) Table 3-1.1 The **support** associated with this BOM is listed in Table 3-1.1.

Table 3-1.1 WP1 BOM

WP1	Model	Description	Part #	Quantity
1	Cisco IP Phone 8841	CP-8841-K9=	CP-8841-K9=	250

WP1	Model	Description	Part #	Quantity
2	Collaboration Flex Plan 3.0	Collaboration Flex Plan 3.0	A-FLEX-3	1
2.1	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	SVS-FLEX-SUPT-BAS	1
2.2	A-FLEX-NUPL-P	NU On-Premises Calling Professional	A-FLEX-NUPL-P	300
2.3	A-FLEX-SRST-E	SRST Endpoints (1)	A-FLEX-SRST-E	600
2.4	A-FLEX-P-PLMENC-K9	Unified Communications Manager Encryption License (1)	A-FLEX-P-PLMENC-K9	1
2.5	A-FLEX-P-UCM11	Unified Communications Manager v11 License (1)	A-FLEX-P-UCM11	300
2.6	A-FLEX-P-UCXN11	Unity Connection v11 License (1)	A-FLEX-P-UCXN11	300
2.7	A-FLEX-P-ER-11	Emergency Responder v11 License (1)	A-FLEX-P-ER-11	900
2.8	A-FLEX-UCM-PAK	UCM Product Authorization Key (1)	A-FLEX-UCM-PAK	1
2.9	A-FLEX-FILESTG-ENT	File Storage Entitlement	A-FLEX-FILESTG-ENT	6000
2.10	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	A-FLEX-PROPACK-ENT	300
2.11	A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement (1)	A-FLEX-MSG-NU-ENT	300
2.12	A-FLEX-11.X-LIC	Version 11x license entitlement	A-FLEX-11.X-LIC	1
3	CON-SNT-CP8841K9	Support	CON-SNT-CP8841K9	250

3.2.WP2 - VoSIP Equipment and Support Services

3.2.1. The Contractor shall supply all equipment and services to provide VoSIP phones for use in the Temporary Building in SHAPE.

3.2.2. The material necessary for WP2 is captured in the WP2 Bill of Materials (BOM) Table 3-2.1.

Table 3-2.1 WP2 BOM

WP2	Model / Item Code	Description	Part #	Quantity
1	EL1-8841-07L1 Tempest SDIP 27A NTSWG VoIP Phone TSG Accreditation No SG-A-22-2016, TEMPEST C	EL1-8841-07L1 Tempest SDIP 27A NTSWG VoIP Phone TSG Accreditation No SG-A-22-2016 1. Based on a CISCO CP-8841 IP Phone		50

WP2	Model / Item Code	Description	Part #	Quantity
		2. Integrated 2 Port 100Mb Fibre SC Fibre Ethernet 3. WiFi and Bluetooth disabled 4. Microphone is physically switched off when the handset is on-hook 5. EU Power Cord with genuine CISCO power adaptor 6. 1 Year RTB Warranty		
2	TEMPEST C Certificates	–TEMPEST C Certificates		50

4. INTEGRATED LOGISTICS SUPPORT

4.1. Introduction

4.1.1. This Integrated Logistics Support (ILS) section outlines the general ILS requirements of this Contract.

4.2. Shipping and Transportation

4.2.1. All goods delivered under the Contract, including items being returned after warranty repair shall be shipped to NCIA CSU Mons (BEL) at no cost to the Purchaser, or as otherwise detailed in the Task Order.

Delivery Address:
 NCI AgencyCSU MONS
 Warehouse, Building 117
 Rue Grande
 SHAPE, B-7010 Mons

4.2.2. All materials covered under the Contract, including items being returned after warranty repair, shall be shipped at the expense of the Contractor Delivered Duty Paid (DDP) to the addresses specified in accordance with current INCOTERMS published by the International Chamber of Commerce.

4.2.3. The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to the actual acceptance of such supplies at destination.

4.2.4. The Purchaser will not accept responsibility and/or ownership of the equipment before acceptance is complete.

4.2.5. The Purchaser's Point of Contact (POC) for all shipment instruction and shipment requests is:

NCI Agency IPS Office
PoC: Heinz Mueller-Nordmann
E-mail: heinz.mueller-nordmann@ncia.nato.int

- 4.2.6. The Contractor shall contact the Purchaser PoC stated above for shipment notification and delivery approvals. The Contractor shall not carry out partial shipments without prior approval from the Purchaser PoC. In such rare cases that the partial shipments are approved by the Purchaser, the Contractor shall prepare the related documentation (most notably Notice of Shipment, Packing list and Inventory List) clearly marking the partial shipments separately, to ensure total compliance with SSS.
- 4.2.7. Each shipment shall be composed of one batch of one or more pallets. A pallet shall be defined as the standard Euro-pallet (EUR/EPAL; 1200mm x 800mm), packed to a height as close as practicable to a total maximum height of 1800mm, and not exceeding a total weight of 1000 Kg.
- 4.2.8. The Contractor shall organise and operate any handling equipment required to unload the equipment in the Purchaser warehouse or building.
- 4.2.9. The Contractor shall coordinate with the Purchaser PoC for the access the site where equipment will be delivered.

4.3. Preservation and Packaging

- 4.3.1. The Contractor shall, for the purpose of transportation, package, crate or otherwise prepare the various deliverables in accordance with the best commercial practices for the types of deliverables involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.
- 4.3.2. The Contractor shall establish the packing lists in such a way to permit easy identification. These packing lists shall accompany the shipment. Each individual container/box from a consignment shall have a packing list in a weatherproof envelope attached to the outside of each container/box detailing its contents. A second copy of the list is required inside each container/box.
- 4.3.3. The packing list shall include the following information as a minimum:

Serial	Requirement
1	The Shipping Address
2	Package Number
3	Contract Number
4	CLIN Number as per Schedule of Supply and Services
5	Item Description
6	Part Number
7	Serial Number

Serial	Requirement
8	Quantity
9	Weight and Volume details
10	Box number and number of boxes in the consignment
11	Name and address of the Contractor, Purchaser and Consignor

4.4. Customs Forms 302

- 4.4.1. The Contractor shall be responsible for the timely request of Custom Forms 302, required for duty free import/export of supplies between EU and Non-EU countries. A Customs Form 302 template will be provided upon request. The written request for a 302 form shall contain the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract Line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Consignor's and Consignee's name and address.
6	Method of shipment, i.e. road, air, sea, etc.
7	Name and address of the freight forwarder
8	POC to receive the Form 302

- 4.4.2. A copy of the applicable Packing List shall be added to the Customs Form 302 request.
- 4.4.3. The Contractor shall ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilised to avoid the payment of Customs Duties. Form 302 must be added to the shipment documents to be provided to the carrier.
- 4.4.4. Following receipt of the request by the Purchaser, normally ten (10) working days are required for the issue of the form.
- 4.4.5. These forms shall be originals and must be mailed or delivered by mail/express courier.
- 4.4.6. If an express courier has to be used by the Purchaser to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.
- 4.4.7. If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the

- fastest means available and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.
- 4.4.8. Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.
- 4.4.9. The carrier shall be fully conversant with the application and use of Custom Form 302.
- 4.4.10. The Contractor shall add the Custom Form 302 to the shipping documentation.
- 4.4.11. It shall be noted that documents have to be originals which need to be available for the goods to cross Customs.
- 4.4.12. In case a customs form 302 has been used, the receiver will have to be requested to confirm the receipt of the goods by signing copy number two (2) of the set of 302 forms. The Contractor shall be responsible for the confirmation of the receipt of the goods delivered, and provide the signed copy number two (2) to the Purchaser's ILS POC stated in 4.2.5 of this SoW.

4.5. Notice of Shipment

- 4.5.1. Two (2) weeks prior to the delivery of any shipment of supplies, the Contractor shall provide a Notice of Shipment to the Purchaser's ILS Office and to such other persons as are designated, in accordance with the instruction of the Purchaser. This notice shall be provided electronically and shall include the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Items Description, Quantity and Manufacturer Part Number
4	Destination
5	Number of packages/containers, dimensions and gross weight
6	Consignor's and Consignee's name and address
7	Mode of shipment, e.g., road, air sea, etc.
8	Date of shipment
9	Number of the Form 302 used (if required)

4.6. Inventory

- 4.6.1. The Contractor shall provide the full and complete Inventory Sheet of all items and documents to be delivered under this Contract at least ten (10) working days before shipment. It shall contain the following information:

Field	Description
CLIN	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique.

Field	Description
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specification, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view.
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.
True Manufacturer Code (or complete name and address)	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NSPA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.
Vendor/Contractor Code (or complete name and address)	Vendor (Contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the Contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSA. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the Contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit. In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly". Serialized items shall only have a quantity of 1.
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".

Field	Description
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.
Serial Number Software Revision Level	Software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.
Serial Number Hardware Revision Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCIA System Manager, NCIA and the Contractor for other attributes which might be required for a particular system.
Subject to Property Accounting	(text-1 digit). NCIA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCIA.
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.
Price	Item Price (number-11 digits). Unit price with 2 decimals.
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Contractor by the Purchaser's ILS Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by NCIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc....
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.

Field	Description
Qty installed at Operating Unit (Customer Site)	<p>Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory.</p> <p>For non-serialized items it shows total quantity installed.</p> <p>For serialized items quantity shall only be one per serial number. Use a new line for each serial number.</p>

4.6.2. The Contractor may request an electronic version of the Inventory sheet to be provided by the Purchaser at EDC.

4.7. Labelling

- 4.7.1. The Contractor shall ensure that all items furnished under the Contract are labelled with the true manufacturer's name, cage code, part number and serial number to ensure proper and quick identification of delivered items.
- 4.7.2. The Contractor shall provide the tempest equipment explicitly labelled stating the applicable tempest level (e.g. "TEMPEST level C") in accordance with the tempest level requirements stated in the SSS and Annex A of the contract.

4.8. Technical Documentation

- 4.8.1. Each deliverable shall be accompanied with its COTS documentation such as COTS data sheets, Operation and Maintenance Manuals. This documentation shall be identified in the inventory.
- 4.8.2. The Contractor shall provide the applicable reliability characteristics commonly expressed in Mean Time Between Failure (MTBF) data for all equipment delivered through this contract.
- 4.8.3. The Contractor shall provide all tempested equipment in accordance with the SDIP 27 appropriate level, including the certification corresponding to the specific tempest level (Level A, Level B or Level C).
- 4.8.4. Contractor shall provide the Tempest Certificates within the shipment package or prior to the delivery. Deliveries without the tempest certificates will not be accepted by the Purchaser.
- 4.8.5. The Certificates and the Declarations of Conformity shall be provided by the Contractor at the time of the delivery.
- 4.8.6. All documentation shall be in the English language.

4.9. Delivery Acceptance

- 4.9.1. All packages and containers will be inspected by the Purchaser's PoC at final destination. For this, the Contractor shall ensure that:
- all items requested in the TO have been accounted for;

- all packages and pallets specified in the packing lists have been accounted for;
 - Inventory information is correct and complete as per Annex B requirements;
 - no damage has occurred during transport;
 - there are no dead on arrivals (DOAs).
- 4.9.2. The Purchaser will notify the Contractor regarding any discrepancies within 10 business days, upon receipt on site. In rare cases where this cannot be achieved due to operational priorities, the Purchaser will notify the Contractor accordingly.
- 4.9.3. If there are any discrepancies noted by the Purchaser during the inspection, the Contractor shall fix these discrepancies within 10 business days after the notification by the Purchaser. The discrepancies shall be understood as following:
- Missing items,
 - Wrong items,
 - Damaged items,
 - Wrong, incomplete or missing documentation (Safety Test Reports, TEMPEST certificates, Inventory etc),
 - DOAs.
- 4.9.4. The Contractor shall provide a concise Delivery Confirmation statement within 10 business days after each shipment has arrived at final destination or the installation activities are completed, as applicable.
- 4.9.5. If there are any licenses related to the products, the Contractor shall register these licenses under related accounts communicated by the Purchaser. The Contractor shall request the related enterprise account information before completing the registration activities.
- 4.9.6. The Purchaser will provide the confirmation for Acceptance only after the following conditions are met. For this, the Contractor shall ensure and prove that:
- the deliveries are complete
 - the delivery discrepancies are resolved
 - DOAs are replaced (no repair)
 - the Battery Safety Test Reports are fully provided (if applicable)
 - Tempest Certificates are provided (if applicable)
 - Certificates of Conformity (CoC) are provided
 - the licenses are accounted for and correctly registered
 - the delivery confirmation statement is provided by the Contractor
 - All COTS documentation has been provided

4.10. Warranty & Support

- 4.10.1. The Contractor shall warrant all supplies (Hardware, Software, licenses) furnished under this Contract.
- 4.10.2. The Contractor shall ensure that all supplies delivered through this contract conform to the requirements, are delivered in a 'new' condition and are free of any defect in material, code or workmanship.
- 4.10.3. The Warranty shall start at the date of the acceptance of the equipment at the destination sites and shall be at least for 1- year duration from the day of acceptance. If a specific warranty period longer than 1- year is stated within the equipment specifications in SOW, SOW Annex A or SSS, then that specific duration longer than 1- year shall be taken into account for the warranty agreements of that particular equipment type.
- 4.10.4. Should any period of warranty or conditions of the warranty provided by either the Original Equipment Manufacturer (OEM) or the (Sub-) Contractor exceed those required by the Contract, then these periods or conditions shall be offered and may be incorporated in the Contract at the sole discretion of the Purchaser.
- 4.10.5. The Contractor shall assign a PoC within its organization for the warranty claims. A delegation of such responsibilities (i.e. to OEM) shall be subject to agreement by the Purchaser.
- 4.10.6. The standard HW Warranty Service Type shall be Replacement. When the 'Replacement' Service is applied, the Purchaser will ship back the faulty devices (if required) after the receipt of the replacement devices. Onsite Interventions are not in scope of this contract.
- 4.10.7. The Contractor shall provide detailed handling instructions, including Helpdesk and Point of Contact information, to be contacted in case of technical questions and warranty claims.
- 4.10.8. Starting from the notification by the Purchaser, the Contractor shall acknowledge and confirm each Warranty case No Later Than (NLT) Next Business Day (NBD).
- 4.10.9. The warranty cases for the VoIP phones, as defined in this SOW, shall be completely resolved and closed within ten (10) business days starting from the notification by the Purchaser creating a warranty claim to the Contractor PoC.
- 4.10.10. The Warranty cases for the VoSIP phones subject to Tempest Testing, as defined in this SOW, shall be completely resolved and closed within twenty (20) business days starting from the notification by the Purchaser creating a warranty claim to the Contractor PoC.
- 4.10.11. The support/warranty services shall not attract extra cost to the Purchaser. This support shall be made available to the location stated in Shipping and Transportation section of this SOW. The Contractor shall provide the shipment address for faulty equipment to the Purchaser. The shipment of

faulty equipment to the Contractor is at the expense of the Purchaser. The shipment of repaired or replaced equipment from the Contractor to the Purchaser's place of origin shall be at the expense of the Contractor.

- 4.10.12. The Contractor shall be aware that, due to NATO security constraints, all failed hard disks/drives and memory can only be repaired or replaced on-site and cannot be removed and/or returned to the Contractor for repair/exchange. Failed hard disks/drives and memory will be destroyed on-site by the Purchaser. Failed hard disks/ drives and memory shall therefore be replaced by the Contractor, at no extra cost to the Purchaser.
- 4.10.13. The Contractor shall further be responsible for the provision of any alternatives or superseding items should the original part be no longer available during the Warranty period, ensuring form, fit and functional requirements.

4.11. Quality Assurance

- 4.11.1. Upon Purchaser request, the Contractor shall provide evidence that its QA/QC organization in his company has sufficient inherent authority and visibility in the overall corporate structure to properly execute the QA Management of a project of this size.
- 4.11.2. Upon Purchaser request, the Contractor shall address the QA/QC he applies to this project and shall describe its internal process for the quality review of the deliverables before their release to the Purchaser.

4.12. SUPPLY CHAIN SECURITY

- 4.12.1. The Contractor shall warrant that all supplies furnished under this Contract are genuine and free of malicious components, firmware and software.
- 4.12.2. The Contractor shall ensure that all equipment to be delivered are protected from malicious tampering and external intervention during storage and transportation up to the point of delivery. The Contractor shall ensure that specially marked packaging material is used to confirm that the package/pallets are untouched during such storage and transportation up to the point of its delivery to the Purchaser.
- 4.12.3. The Contractor shall confirm in the Inventory, per item, that the items to be delivered have been checked for technical integrity and protected from malicious tampering.
- 4.12.4. The Contractor shall also identify in the Inventory, per item, the identity of the supplier of the item and the identities of suppliers of major components thereof.
- 4.12.5. The Contractor shall allow and support ad-hoc spot checks and audits by the Purchaser of any of his supply chain security measures at any of the Contractor's locations and facilities used in the Contractor's supply chain relevant to this Contract.

- 4.12.6. The Purchaser reserves the right to reject any equipment delivered which does not conform to the description provided in the Inventory, or shows evidence of tampering. The Contractor shall replace such rejected goods at no cost to the Purchaser.
- 4.12.7. If requested, the Contractor shall provide a Supply Chain Security document to explain their end-to-end supply chain processes and all parties involved in the supply chain from original manufacturer until the delivery at Purchaser facility.

ANNEX A: TECHNICAL SPECIFICATIONS

The following minimum technical specifications shall be used for the equipment to be provided for the scope of activities defined in the SOW. The Contractor shall notify the purchaser of any updates or replacement of supplier equipment models or specifications.

- A.1.1 VoIP Phones
- A.1.2 VoSIP Phones

A.1.1 VoIP Phones

#	PID	Minimum Requirements	Quantity
1)	Cisco IP Phone 8841	CP-8841-K9=	250
2)	Collaboration Flex Plan 3.0	Collaboration Flex Plan 3.0	1
2.1	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1
2.2	A-FLEX-NUPL-P	NU On-Premises Calling Professional	300
2.3	A-FLEX-SRST-E	SRST Endpoints (1)	600
2.4	A-FLEX-P-PLMENC-K9	Unified Communications Manager Encryption License (1)	1
2.5	A-FLEX-P-UCM11	Unified Communications Manager v11 License (1)	300
2.6	A-FLEX-P-UCXN11	Unity Connection v11 License (1)	300
2.7	A-FLEX-P-ER-11	Emergency Responder v11 License (1)	900
2.8	A-FLEX-UCM-PAK	UCM Product Authorization Key (1)	1
2.9	A-FLEX-FILESTG-ENT	File Storage Entitlement	6000
2.10	LIC-EXP-E	Pro Pack for Cisco Control Hub Entitlement	300
2.11	A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement (1)	300
2.12	A-FLEX-11.X-LIC	Version 11x license entitlement	1
3)	CON-SNT-CP8841K9	SNTC-8X5XNBD Cisco UC Phone 8841	250

A.1.2 VoSIP Phones

#	Item	Specification	Quantity
1.	EL1-8841-07L1 Tempest SDIP 27A NTSWG VoIP Phone TSG Accreditation No SG-A-22-2016, TEMPEST C	EL1-8841-07L1 Tempest SDIP 27A NTSWG VoIP Phone TSG Accreditation No SG-A-22-2016 1. Based on a CISCO CP-8841 IP Phone 2. Integrated 2 Port 100Mb Fibre SC Fibre Ethernet 3. WiFi and Bluetooth disabled	50

#	Item	Specification	Quantity
		4. Microphone is physically switched off when the handset is on-hook 5. EU Power Cord with genuine CISCO power adaptor 6. 1 Year RTB Warranty	
2.	TEMPEST Certificates	C TEMPEST C Certificates	50