



NATO UNCLASSIFIED

Acquisition

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NCIA/DACQ/Mons/2023/07007

25 SEPTEMBER 2023

To: Distribution List

From: The General Manager, NCI Agency

Subject: **Invitation for Bidding IFB-CO-115907-SHA AV Systems Maintenance Contract CSU Mons.**

Dear Sir/Madam,

1. Your firm is hereby invited to participate in an IFB.

Partial bidding is not authorized.

The award will be based on the proposal evaluated as the Best Value for Money, in accordance with the selection criteria set forth in the Bidding Instructions.

2. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS INVITATION FOR BIDDING IS 17:30 HOURS (BRUSSELS TIME) on 9th of November 2023.**
3. This Invitation for Bidding consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), Contract General Provisions (Part III), and the Statement of Work (Part IV). The Statement of Work and the Annexes thereto set forth detailed specifications governing the performance requirements of the contract.
4. The overall security classification of this bid is "NATO UNCLASSIFIED". This Invitation for Bidding remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
5. The Bidders have the right to request IFB clarifications as outlined in section 2.6 of the Bidding Instructions (Book I) until the 25 October 2023 COB.
6. You are requested to complete and return the enclosed acknowledgement of receipt within 3 days of receipt of this IFB, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
7. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
8. All Bids shall be in the possession of the Purchaser at the address given in Book I - section 2 - paragraph 2.3.2 **before 1730 hours (Brussels Time) on 9th of November 2023** at which time and date bidding will be closed.

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

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

NCI AGENCY
Place du Luxembourg 3-4
1420 Braine-L'Alleud, Belgium
Attn.: Esteban Diaz (ACQ/Mons)
E-mail : IFBCO115907SHA@ncia.nato.int

FOR THE GENERAL MANAGER:

Alain COURTOIS
Principal Contracting Officer

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

Attachment A

Acknowledgement of Receipt of Invitation for Bidding

IFB-CO-115907-SHA

**Please complete and return within 3 days by: e-mail: IFBCO115907SHA@ncia.nato.int
for the attention of Esteban DIAZ.**

We hereby advise that we have received Invitation for Bidding **IFB-CO-115907-SHA**
on, together with all enclosures listed in the Table of Contents.

CHECK ONE

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

Invitation for Bidding

IFB-CO-115907-SHA

AV Systems Maintenance Contract CSU Mons



BIDDING INSTRUCTIONS

General Index

Book I - The Bidding Instructions

Section I	Introduction
Section II	General Bidding Information
Section III	Bid Preparation Instructions
Section IV	Bid Evaluation
Annex A	Certificates
Annex B	Instructions for Bidding Sheets
Annex C	Bidder Clarification Form

Book II - The Prospective Contract

NCI AGENCY Signature Sheet

Part I	Schedule of Supplies and Services
Part II	Contract Special Provisions
Part III	Contract General Provisions
Part IV	Statement of Work

NATO UNCLASSIFIED

IFB-CO-115907-SHA

Bidding Instructions

IFB-CO-115907-SHA
BOOK I - BIDDING INSTRUCTIONS

NATO UNCLASSIFIED

CONTENTS

SECTION 1 - INTRODUCTION1

 1.1. GENERAL.....1

 1.2. SECURITY.....2

SECTION 2 - GENERAL BIDDING INFORMATION3

 2.1. DEFINITIONS.....3

 2.2. ELIGIBILITY.....3

 2.3. BID DELIVERY AND BID CLOSING3

 2.4. PURCHASER POINT OF CONTACT5

 2.5. REQUEST FOR WAIVERS AND DEVIATIONS6

 2.6. AMENDMENT OF THE IFB.....6

 2.7. MODIFICATIONS AND WITHDRAWAL OF BIDS7

 2.8. BID VALIDITY.....7

 2.9. CANCELLATION OF INVITATIONS FOR BID.....7

 2.10. ELECTRONIC TRANSMISSION OF INFORMATION AND DATA7

SECTION 3 - BID PREPARATION INSTRUCTIONS8

 3.1. GENERAL.....8

 3.2. BID ADMINISTRATION (PART II).....8

 3.3. PRICE QUOTATION (PART I).....10

 3.4. TECHNICAL PROPOSAL (PART III)11

SECTION 4 - BID EVALUATION12

 4.1. GENERAL.....12

 4.2. ADMINISTRATIVE CRITERIA.....13

 4.3. PRICE EVALUATION.....14

 4.4. TECHNICAL CRITERIA17

Annex A CERTIFICATES

Annex B CROSS REFERENCE / COMPLIANCE SHEET

Annex C INSTRUCTION FOR BIDDING SHEETS

Annex D BIDDER CLARIFICATION FORM

SECTION 1 - INTRODUCTION

1.1. GENERAL

1.1.1 The purpose of this Invitation for Bidding (IFB) is the provision of:

- repairs and services for NATO-owned AV systems located in the military HQ at SHAPE, Belgium, and listed in “Systems to be supported”;
- on-demand refurbishment of AV systems located in the military HQ, and update of “Systems to be supported” accordingly.

1.1.2 This solicitation is an Invitation for Bidding (IFB). Partial bidding is not authorized. The successful bid will be that bid which is the best value for money in accordance with the evaluation criteria.

(a) This IFB will not be the subject of a public bid opening.

(b) An award of the contract will be made on a Firm Fixed Price Basis with Economic Price Adjustment (annual) to the Bid that offers the Lowest Price Technically Compliant. The annual adjustment formula is the one below:

Economic Price Adjustment Formula:

$$P = P_o * (0.2 + (0.4 * (L/L_o)) + (0.4 * (M/M_o)))$$

In which:

- P Revised price for the milestone applicable after EPA
 P_o Price of the Milestone at Bid Closing Date (BCD)
 L Labour index value published for the month “n” after EDC
 L_o Basic index for Labour value at BCD.
 M Material (Producer Price) index published for the month “n” after EDC
 M_o Basic index for Material (Producer Price) value at BCD.

Based on the on-going requirement of NCI Agency and its customers, there is no minimal amount guaranteed.

(c) The Bidder shall refer to the Purchaser all queries for a resolution of possible conflicts found in information contained in this document in accordance with the procedures set forth in 2.6 "Requests for IFB Clarifications".

(d) The Bidder shall refer to the Purchaser all queries for a resolution of possible conflicts found in information contained in this document in accordance with the procedures set forth in 2.6 "Requests for IFB Clarifications".

(e)The target for contract award is 01 January 2024.

1.2. SECURITY

1.2.1 The security classification of this IFB is “**NATO UNCLASSIFIED**”.

1.2.2 The Bidders providing proposals in response to this IFB must be in the possession of the appropriate personnel and facility clearances allowing for the processing of classified materials.

1.2.3 Should the Contractor or their personnel be unable to perform the contract because the facility or individual clearances have not been extended by their respective national security agency, this lack of clearance shall not be the basis for a claim of adjustment or an extension of schedule. The lack of clearance shall not be considered a mitigating circumstance in the case of an assessment of Liquidated Damages and/or a determination of Termination For Default by the Purchaser.

1.2.4 Contractor shall ensure on-site engineers are fully familiar with the VIP systems before they are assigned to VIP support duties, and that they possess aand that they possess a minimum NATO SECRET security clearance, or that they can be escorted by a contractor staff who possess a minimum NATO SECRET security clearance. The holder of NATO SECRET security clearance is not authorised to escort more than 3 people. Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the appropriate NATO security officer will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule, nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.

1.2.5 All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with applicable security regulations. The Contractor shall be required to possess a Facility clearance of "NATO SECRET" for those sites in which he intends to handle and store NATO classified material in the conduct of work under this Contract.

1.2.6 Bidders are advised that contract signature will not be delayed in order to allow for the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a period of 15 days, because the firm's personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder.

SECTION 2 - GENERAL BIDDING INFORMATION**2.1. DEFINITIONS**

- 2.1.1 The term "Bidder" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.2 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this IFB.
- 2.1.3 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, THE CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

2.2. ELIGIBILITY

- 2.2.1 Only firms licensed to do business in one of the above NATO member countries, which participate in the funding of this requirement, will initially be taken into consideration for evaluation.
- 2.2.2 In addition, all contractors, sub-contractors and manufacturers, at any tier, must be from participating countries.
- 2.2.3 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating countries.
- 2.2.4 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating country.
- 2.2.5 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.

2.3. BID DELIVERY AND BID CLOSING

- 2.3.1 All Bids should be received on email given below in paragraph 2.3.2 **before 1730 hours (Brussels Time) on 09 November of 2023** at which time and date bidding shall be closed.

2.3.2 SUBMISSION OF BIDS BY ELECTRONIC MAIL

All electronic bids, including modifications or withdrawals thereto, shall be sent exclusively to the following electronic mail address IFBCO115907SHA@ncia.nato.int. The electronic mail message shall include in the subject line:

"Electronic Bid in Response to IFB-CO-115907-SHA".

Submission of the bid to anyone other than the email address stated on

Bidding Instructions

paragraph above may result in a determination of non-compliance.

NCI AGENCY will only accept electronic bids that are compatible with the following programs: Microsoft Word, Adobe Acrobat Reader, Microsoft Excel. Files shall be saved in a format that protects it from alteration and shall adhere to the following naming convention:

Price [Insert Company Name]_ IFB-CO-115907-SHA
Technical [Insert Company Name]_ IFB-CO-115907-SHA
Administration [Insert Company Name]_ IFB-CO-115907-SHA

NCI AGENCY will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to: receipt of unclear or incomplete bid; software or other compatibility issues related to opening and reading the bid; delay in transmission or receipt of bid; failure of the bidder to properly identify the bid; unreadability of the bid; or security of bid data.

Electronic bids that fail to furnish the required representations or information and/or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration. Electronic bids must contain any required signatures. NCI AGENCY reserves the right to make award solely on the electronic bid. However, the apparently successful bidder agrees to promptly submit the complete original signed bid if requested by the Contracting Officer.

Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "late bids" and shall not be considered for award. Such Bids deemed late will not be taken in consideration for award and will be deleted from NCI Agency's files unless the Purchaser can determine that the bid in question meets the criteria for consideration as specified in (2.3.3) below.

2.3.3 Consideration of Late Bid – The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified Bid Closing time. Electronic bids, including modifications or withdrawals thereto, that reach the Contracting Officer after the exact time specified for receipt of bids is late and will not be considered unless cumulatively:

- i. it is received before contract award is made;
- ii. the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition;
- iii. there is acceptable evidence to establish the bid was received at the initial point of entry to the NCI AGENCY infrastructure prior to the exact time specified for receipt of bids.

2.4. PURCHASER POINT OF CONTACT

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

Esteban Diaz, Senior Contracting Assistant

E-mail: IFBCO115907SHA@ncia.nato.int

REQUEST FOR IFB CLARIFICATIONS

2.4.1 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 IFB **and observing the classification level of the document(s) in respect to which the clarification is sought.**

2.4.2 All questions and requests for clarification must be submitted in writing by E-mail. All questions and requests must reference the section(s) in the IFB subject for clarifications. The questions and/or requests shall be forwarded to the point of contact specified in paragraph 2.4 above and shall arrive not later than **25 October 2023 COB**. The Purchaser is under no obligation to answer questions submitted after this time.

2.4.3 Additional requests for clarification after the date in paragraph 2.5.2 above are limited only to the information provided as answers by the Purchaser to Bidder's requests for clarification. Such additional requests shall arrive no later than seven (7) calendar days before the established Bid Closing Date.

2.4.4 It is the responsibility of the Bidders to ensure that all clarification requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the mode used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).

2.4.5 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in by email to all prospective bidders.

2.4.6 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Amendment to the language of the IFB included in the answers shall be incorporated by the Bidder in his offer.

2.5. REQUEST FOR WAIVERS AND DEVIATIONS

2.5.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Special Contract Provisions, the terms and conditions in the NCI Agency's General Provisions, the Schedule of Services and Supplies, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.

2.5.2 Requests for alterations to the other requirements, terms or conditions of the Invitation for Bidding or the Prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.5 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded

by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

2.6. AMENDMENT OF THE IFB

2.6.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such. Such amendment shall be recorded in the Annex 6: Acknowledgement of Receipt of IFB Amendments, which the bidder shall complete and enclose as part of his bid. This process may be part of the clarification procedures set forth in paragraph 2.5 above or may be an independent action on the part of the Purchaser.

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

2.7. MODIFICATIONS AND WITHDRAWAL OF BIDS

2.7.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.

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

2.7.3 A Bidder may withdraw his bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an statement of the firm's decision to withdraw the bid.

2.7.4 Except as provided in paragraph 2.9.4(b) below, a Bidder may withdraw his bid after Bid Opening only by forfeiture of the Bid Guarantee.

2.8. BID VALIDITY

2.8.1 Bidders shall be bound by the term of their bids for a period of 6 months starting from the Bid Closing Date specified in paragraph 2.3.1 above.

2.8.2 In order to comply with this requirement, the Bidder shall complete the

Bidding Instructions

Certificate of Bid Validity set forth in Annex A.3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

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

2.8.4 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 Certificate of Bid Validity extended accordingly; or

(b) refuse this extension of time and withdraw the bid.

2.8.5 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.

2.9. CANCELLATION OF INVITATIONS FOR BID

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

2.10. ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

2.10.1 The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFB to the prospective bidders by the fastest means possible.

SECTION 3 - 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 IFB and his ability to provide all the deliverables and services listed in the Statement of Work. Partial bids are not authorized.
- 3.1.3 The Bidder shall not restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4 Bidders shall prepare their bid in 3 parts in the following sequence:
- Price Quotation (Part I):
 - Bid Administration (Part II):
 - Technical Proposal (Part III):
- 3.1.5 Documents submitted in accordance with section 3.1.4 above shall be "NATOUNCLASSIFIED". material.
- 3.1.6 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders technical Proposal in whole or in part in the resulting contract.

3.2. BID ADMINISTRATION (Part II)**3.2.1 The bidder shall provide :**

1. The organisational structure and capacity of the company including back-up capacity;
2. The availability of the necessary infrastructure to meet the requirements set out in this tender;
3. The average annual manpower and managerial staff over the last three years;
4. Certificate from social security authorities to the effect that the bidder is up to date with the payment of social security contributions;
5. Certificate from national authorities to the effect that the bidder has met all tax obligations in accordance with the legal provisions of the country in which the company is registered;
6. Certificate from the insurance company that the bidder maintains workmen's compensation, employees' liability or other type of insurance required by Belgian Law;

Bidding Instructions

7. Certificate from the insurer that the bidder maintains a suitable civil liability insurance to cover, on the one hand, damage which could be caused to SHAPE's premises, e.g. by fire, and on the other hand, injury to persons;

3.2.2 The following certifications shall be provided by completing the certificates set forth in Annex A hereto, specifically:

- (a)A-1 Certificate of Legal Name of Bidder.
- (b)A-2 Certificate of Independent Determination.
- (c)A-3 Certificate of Bid Validity.
- (d)A-4 Certificate of Understanding
- (e)A-5 Certificate of Exclusion of Taxes, Duties and Charges.
- (f) A-6 Acknowledgement of Receipt of IFB Amendments and Responses to Clarification Requests
- (g)A-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements.
- (h)A-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights.
- (i) A-9 Certificate of Compliance
- (j) A-10 List of Prospective Sub-Contractors and Major Vendors
- (k)A-11 Certificate of Qualified and Accredited personnel
- (l) A-12 List of Key Personnel with Security Clearance Information
- (m) A-13 The indication of at least three contracts the bidder has performed for other customers within the last five years, substantially similar in scope and magnitude to the requirements described in this solicitation.
- (n)A-14 For each of the three contracts, Bidders are requested to complete, sign the "Contractor's references questionnaire". The bidder need to add the Contractor's reference to his bid.

3.2.3 A proven track record of the organisation capability to provide and support services which are the subject of this contract including:

- Outline of a Quality Control Plan for the service to be provided under the contract;
- ISO 9001 accreditation for quality management;
- Health and safety management model/certification such as OHSAS 18001;

- 3.2.4 A list of prospective sub-contractors/consortium members (Annex A-10) shall be completed and included. If there are no sub-contractors/consortium members involved, the Bidder shall state this separately.

3.3. PRICE QUOTATION

- 3.3.1 Bidders shall provide a quote in EURO. Consequently, the Contract will be expressed in EURO. Bidders are also advised that all payments will be made in EURO.

- 3.3.2 The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported. This provision reads as follows:

"Each participating nation undertakes to grant to NCIA under the terms of Articles 9 and 10 of the Ottawa Agreement, exemption from all direct taxes (except rates, taxes and dues which are no more than charges for public utility services) from the taxes on the sale of movable and immovable properties, and from customs and excise duties in respect of equipment imported or exported by NCIA or its appointed agents."

- 3.3.3 Bidders shall acknowledge such exemption through execution of the Certificate at Annex A-5.

- 3.3.4 All prices quoted in the proposal shall be DDP (Delivery Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination. Including unloading and handling.

- 3.3.5 Except as required in the Bidding Instructions, no other documentation besides the Bidding Sheet shall be included in the Price Quotation. Any other document of a contractual or technical nature will not be considered during evaluation and may be cause for a determination of non-compliance by the Purchaser.

- 3.3.6 When completing the Bidding Sheet, the Bidder shall insert information in all cells. The accuracy of the inputs of the Bidding Sheet is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

- 3.3.7 The Bidder shall furnish firm fixed price quotations, for all proposed items for the base year. . Partial bidding is not authorized.

3.4. TECHNICAL PROPOSAL (Part III)

- 3.4.1 Bidders shall prepare and submit a Technical Proposal for Provision of AV Systems Maintenance by the completion of the Annex F Bidder's Compliance Sheet (Mandatory Certificates table) of the SOW (Book II Part IV).

3.4.2 The technical Proposal shall include all information as requested in the document mentioned on the paragraph above.

SECTION 4 - 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 IFB. The evaluation is Lowest Price Technically Compliant.
- 4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in his bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid or included only by reference.
- 4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with his bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB.
- 4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5 The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities and capital assets and by interviewing proposed Key Personnel. Physical inspections and interviews shall also apply to assertions in the proposal made on behalf of proposed subcontractors. The Bidder shall be responsible for providing access to his own or subcontractors' facilities and personnel.
- 4.1.6 The Contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the Lowest Price Technically Compliant with the requirements of this IFB. Evaluation of this IFB will be conducted in accordance with the "Sealed bid " procedure in which the administrative proposal of each Bidder is evaluated first. Then the price proposal of each Bidder is evaluated. Then the technical proposal of the lowest price Bidder is technically evaluated for compliance with the requirements of the Statement of Work. Bidders that are determined to have submitted non-compliant bids will be so notified and will have an opportunity to challenge such a determination.

4.2. ADMINISTRATIVE CRITERIA

4.2.1 Before the evaluation of the Price and the Technical Evaluation, bids will be reviewed for compliance with the Bid Submission Requirements of this IFB. These are as follows:

- (a) The Bid was received by the Bid Closing Date and Time;
- (b) The Administrative Package contained all the information required in the originally signed copies and of the required Certificates in Annex A hereto; and the Bank Guarantee (100.000 EUR), valid for 6 months.
- (c) Submission of the list of prospective sub-contractors/consortium members completed or statement that no sub-contractors/consortium members are involved;

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 his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

4.2.8 An un-priced version of the Book II, Part I, Schedule of Supplies and Services should be provided to show the offered delivery schedule meets delivery requirements of the Prospective Purchase Order. The un-priced Schedule of Supplies and Services shall be identical to the Priced Schedule of Supplies and Services, but without the respective figures filled in;

4.3. PRICE EVALUATION

4.3.1 PRICE EVALUATION CRITERIA:

The Bid will be evaluated against the following criteria:

- i. Compliance with the requirements for preparation and submission of the Price.
- ii. All pricing data, i.e., quantities, unit prices, should be provided as reflected in the Schedule of Supplies and Services.
- iii. All prices should be accurately entered into appropriate columns, and accurately totalled.
- iv. Bidders shall indicate that in accordance with the treaties governing the terms of business with NATO, they have proceeded to exclude from their prices all taxes, duties

Bidding Instructions

and customs charges from which the Purchaser has been exempted.

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

4.3.2 PRICE PROPOSAL

Bidders are required to quote: (SOW references in brackets)

D0 – Initiation fee (ref. 8.3)	Price (€)
Setting up the contract	

D9 - Annual fee (ref. 8.1.1) (basic)	Nbr. of units	Total costs
Contract services review meetings (ref. 5.9)	2	
Help desk function (ref. 4.5.1)	1	
Basics materials needed to execute preventive and minor corrective maintenance.	/	
Unscheduled interventions (ref. 4.2.1)	12	
VIP interventions (ref. 4.2.3)	12	
Programming interventions (4.2.7)	6	
Training interventions (4.2.8)	4	
Total cost		
Rebate		... %
Final annual fee (D9)		

#	Deliverables (optional)	Price per unit (€)
D1	Contract services review meeting (ref. 5.9)	
D2	Help desk function (ref. 4.5.1)	
D3	Batch of Basics materials needed to execute preventive and minor corrective maintenance.	
D4	Unscheduled intervention (ref. 4.2.1)	
D5	VIP intervention (ref. 4.2.3)	
D6	Programming intervention (ref. 4.2.7)	
D7	Training intervention (ref. 4.2.8)	
D8	Project support (ref. 4.7) – 1 working hour	

ORS - On-demand refurbishment scenario	Total costs
Management activities (internal to contractor)	

Management activities (with the customer)	
Acquisition	
Integration	
Documentations	
Training of the customer	
Miscellaneous*	
Total cost (ORS)	

*If this line were to be used because some costs cannot be related to any of the other proposed cost categories, the contractor shall elaborate and be specific as to what those costs are related to.

4.3.3 Determination of Lowest Price:

(a) Price Comparison: The Total Price Offered for the Contract will be compared on the basis of the prices offered. This total price shall include all lines specified in the Bidding Sheet, including Optional years.

(b) Lowest Price will be determined using the formula below:

$$\text{Updated_Cost} = (D0 / 5 + D9) * 50\% + D4 \times 20\% + D8 \times 5\% + \text{ORS} \times 35\%$$

The winning bid is the one that has the lowest "Updated_Cost".

4.3.4 Price Realism

(a) Otherwise successful Bidders that submit a price quotation so low or so high 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.

(b) Indicators of an unrealistically low bid may be the following, amongst others:

- i. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the bidder's locality for the types of labour proposed.
- ii. 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.
- iii. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

Bidding Instructions

- (c) 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:
- i. 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 regarding the preparation of the price quotation that convincingly demonstrates that an error was made by the Bidder. In such a case, the Bidder may request to remain in the competition and accept the Contract at the bid price, or to withdraw from the competition.
 - ii. The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce the costs of Bidder resulting in an offered price that is realistic. The Bidder's explanation must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the savings achieved by this advantage over standard market costs, practices and technology.
 - iii. The Bidder understands that the submitted price quotation is unrealistically low in comparison with the level of effort required. In this case, the Bidder is required to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- (d) If a Bidder fails to submit a comprehensive and convincing explanation for one of the bases above, the Purchaser shall declare the Bid non-compliant and the Bidder will be so notified.
- (e) If the Bidder determines that it is unable or unwilling to provide a comprehensive and convincing explanation for one of the bases above, it can request to withdraw from the competition. The Purchaser will allow the Bidder to withdraw from the competition following receipt of the request.
- (f) If the Purchaser accepts the Bidder's explanation of mistake and allows the Bidder to accept the Contract at the bid price or the explanation regarding competitive advantage is convincing, the Bidder shall agree that the supporting pricing data submitted with its Bid will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications or additions to the Contract and that no revisions of proposed prices will be made.

4.4. TECHNICAL CRITERIA

4.4.1 In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Proposal which has met, after evaluation by the Purchaser, all the criteria which are set forth in the Statement of Work attached.

4.4.2 The certificates and statements ensure the bidder's good understanding and compliance with the Statement of work.

4.4.3 Besides, the bidder shall provide access to any service required for testing. The service is evaluated using the list of criteria set in the bidding instructions' annexes. Likewise, the bidder's Contractor's references shall be evaluated using the formats set in bidding instructions' annexes.

ANNEX A – CERTIFICATES

A-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 _____

BOA NO: _____

POINT OF CONTACT:
REGARDING THIS BID: NAME: _____

POSITION: _____

TELEPHONE _____

E-MAIL ADDRESS _____

ALTERNATIVE POINT OF CONTACT: _____

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS _____

Date

Signature of Authorised Representative

Printed Name

Title

A-2: CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:
 - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
 - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
 - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certify that:
 - a. He is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - (i) He is not the person in the Bidder's organisation responsible within that organisation for the bid but that he has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
 - (ii) He has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

Date

Signature of Authorised Representative

Printed Name

Title

Company

A-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 bid.

Date

Signature of Authorised Representative

Printed Name

Title

Company

A-4: CERTIFICATE OF UNDERSTANDING

I certify that

Company has read and fully understands the requirements of this Invitation for Bidding (IFB) and that the bid recognises these requirements in total.

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

Date

Signature of Authorised Representative

Printed Name

Title

Company

A-5: CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I, the undersigned, as an authorized representative of the Bidder, hereby acknowledge that the NCI Agency (“the Purchaser”) is excluded from all taxes, duties and customs charges from which the Purchaser is exempt by the terms of Article IX and X of the Ottawa Agreement .

Date

Signature of Authorised Representative

Printed Name

Title

Company

A-6: ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS AND RESPONSES TO CLARIFICATION REQUESTS

I confirm that the following amendments/ responses to Clarification requests to IFB No IFB-CO-115750-CAB have been received and the Bid as submitted reflects the content of such amendments:

Amendment Number	Date of Issue	Date of Receipt

Date

Signature of Authorised Representative

Printed Name

Title

Company

A-7: DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF SUPPLEMENTAL AGREEMENTS

I, the undersigned, as an authorised representative of _____, 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 subcontractors, to be executed by the NCI AGENCY as a condition of my firm's performance of the Contract, have been identified, as part of the Bid.

Bidding Instructions

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. 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),
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 NCI AGENCY to determine the submitted bid to be non-compliant with the requirements of the IFB.
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

Title

Company

A – 8: CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

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

Date	Signature of Authorised Representative
	Printed Name
	Title
	Company

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

A-9: CERTIFICATE OF COMPLIANCE

I hereby certify that the Bid submitted by _____ Company is fully compliant with the IFB-CO-115750-CAB contractual Special and General Provisions and the requirements of both the Statement of Work and the Invitation for Bidding (**IFB-CO-115750-CAB**) as stated therein.

This company foresees no difficulty in obtaining acceptance of any Prime Contract terms and conditions which are required to be passed on to subcontractors by this IFB.

Date

Signature of Authorised Representative

Printed Name

Title

Company

A-11: CERTIFICATE OF QUALIFIED AND ACCREDITED PERSONNEL

I hereby certify that _____ Company will provide qualified and properly accredited personnel as requested in IFB-CO-115750-CAB contractual Special and General Provisions and the requirements of both the Statement of Work and the Invitation for Bidding (**IFB-CO-115750-CAB**) as stated therein.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Bidding Instructions

A-13: REFERENCES OF CURRENT OR RECENT CONTRACTS SUBSTANTIALLY SIMILAR IN SCOPE AND MAGNITUDE TO THE REQUIREMENTS

For each contract/agreement, please indicate :

1.

Contract reference (if applicable)	
Starting date of contract	
End date of contract	
Value of contract	
Customer's name	
Customer's Point of Contact capable of providing information giving name, telephone and fax numbers, email.	

2.

Contract reference (if applicable)	
Starting date of contract	
End date of contract	
Value of contract	
Customer's name	

Bidding Instructions

<p>Customer's Point of Contact capable of providing information giving name, telephone and fax numbers, email.</p>	
--	--

3.

<p>Contract reference (if applicable)</p>	
<p>Starting date of contract</p>	
<p>End date of contract</p>	
<p>Value of contract</p>	
<p>Customer's name</p>	
<p>Customer's Point of Contact capable of providing information giving name, telephone and fax numbers, email.</p>	

A-14: CONTRACTOR'S REFERENCES QUESTIONNAIRE

For each of the contracts or subcontracts listed in A13, bidders shall complete and return directly to NCI Agency the "Contractor's references Questionnaire" hereafter no later than the bid closing date:

Copy of the questionnaire is to be attached in the bid.

CONTRACTOR'S REFERENCES QUESTIONNAIRE

<p>1. Contractor's Details <i>(the name, address, etc of the company that has <u>provided</u> the goods/services)</i></p>
<p>2. Customer's Details <i>(the name, address, etc of the company which has <u>received</u> the goods/services)</i></p>
<p>3. Customer's POC:</p> <p>Name: _____ Tel: _____</p> <p>Email: _____ Fax: _____</p>
<p>4. Contract reference/Title:</p>
<p>5. Contract type:</p> <p>() Firm Fixed Price* () Cost Reimbursement*</p> <p>() Best Value* () Other* (Please specify)</p> <p><i>(*) Mark with a cross</i></p>
<p>6. Period of Performance:</p> <p>From _____ to _____</p> <p>_____</p>
<p>7. Contract amount:</p> <p>- at the time of award: _____</p> <p>- after modifications: _____</p>
<p>8. Description of Contract Service:</p>
<p>9. Complexity of Work: () Difficult* () Routine* <i>(*) Mark with a cross</i></p>

ANNEX B – INSTRUCTIONS FOR BIDDING SHEET

1. Bidders are required, in preparing their Price Quotation to utilise the Bidding Sheet attached at Book II Part I “Schedule of Supplies and Services “hereto following the instructions detailed on the next page.
2. The prices entered on the Bidding Sheet shall reflect the total items required to meet the contractual requirements.
3. The total price shall be indicated in the appropriate columns.
4. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt

ANNEX C - BIDDERS CLARIFICATION REQUEST FORM

See separate document

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IFB-CO-115907-SHA - Book I-Annex C

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

**INVITATION FOR BID
IFB-CO-115907-SHA
AV Systems Maintenance Contract CSU Mons**

Clarification Requests Form

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IFB-CO-115907-SHA - Book I-Annex C

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

ADMINISTRATION or CONTRACTING				
Serial NR	IFB REF	QUESTION	ANSWER	Status
A.1				
A.2				
A.3				

NATO UNCLASSIFIED

IFB-CO-115907-SHA - Book I-Annex C

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE				
Serial NR	IFB REF	QUESTION	ANSWER	Status
P.1				
P.2				
P.3				

NATO UNCLASSIFIED

IFB-CO-115907-SHA - Book I-Annex C

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial NR	IFB REF	QUESTION	ANSWER	Status
T.1				
T.2				
T.3				

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

IFB-CO-115907-SHA

IFB-CO-115907-SHA
AV Systems Maintenance Contract CSU Mons.



Prospective CONTRACT

IFB-CO-115907-SHA

Contract Value: 1.000.000 Euros

Requisition number: TBD

P.O. number: TBD

Effective date of Contract: 01 JAN 2024

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

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IFB-CO-115907-SHA

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

GENERAL INDEX

Title Sheet

Signature Sheet

Part I Schedule of Services and Prices

Part II & III Terms and Conditions

Section A Special Contract Provisions

Section B NCIA General Provisions

Part IV Statement of Work

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SIGNATURE SHEET

Witnessed that:
WHEREAS the Contractor

(Hereinafter referred to as "The Contractor")

Agrees to perform the services and deliver the supplies herein in accordance with the mutual covenants and agreements herein set forth and,

WHEREAS the Purchaser
NCI Agency - NATO Communications and Information Agency
Represented by

The General Manager, NATO Communications and Information Agency, Place du Luxembourg 3-4, 1420 Braine-L'Alleud, Belgium

(Hereinafter referred to as "The Purchaser")

in consideration for said performance and delivery, agrees to pay the Contractor in accordance with the terms and conditions herein.

Now THEREFORE, the rights and obligations of the parties hereto shall be subject to and governed by:

- a. this Contract;
- b. such clauses, provisions, representations, certifications and specifications as are attached or incorporated by reference herein.

Signature CONTRACTOR: _____

Name:
Title:
Date:

Signature NCI Agency: _____

Name :
Title :
Date:

IFB-CO-115907-SHA

AV Systems Maintenance Contract CSU Mons



BOOK II, PART I

SCHEDULE OF SUPPLIES/SERVICES

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The undersigned company _____
Address _____
P.I./C.F. _____
Tel. _____
Fax _____
Email _____

Through his legal representative that signs present offer, having thoroughly examined the bid IFB-CO-115907-SHA in all its parts:

- Book I – bidding instructions,
- Book II – part II special provisions,
- Book II – part III general provisions,
- Book II – part III SOW.

For the execution of the service as indicated in the documents above given.

Proposal

Mr. _____ on
behalf of the firm _____
proposes to apply the following:

Schedule of supplies and services (SSS):

CLIN summary:

CO-115907-SHA CLIN Summary BASIC CONTRACT									
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M
							Currency		
D0	Initiation fee (contract set up)	8.3	2024	CSU Mons	Each	1	EUR		Investment
D9	Annual fix fee including:	8.1.1	2024	CSU Mons	Each	1	EUR		Investment
	Contract services review meetings (ref. 5.9)	5.9	2024	CSU Mons	Each	2	EUR		Investment
	Help desk function (ref. 4.5.1)	4.5.1	2024	CSU Mons	Each	1	EUR		Investment
	Basics materials needed to execute preventive and minor corrective maintenance.		2024	CSU Mons	Each	/	EUR		Investment
	Unscheduled interventions (ref. 4.2.1)	4.2.1	2024	CSU Mons	Each	12	EUR		Investment
	VIP interventions (ref. 4.2.3)	4.2.3	2024	CSU Mons	Each	12	EUR		Investment
	Programming interventions (4.2.7)	4.2.7	2024	CSU Mons	Each	6	EUR		Investment
	Training interventions (4.2.8)	4.2.8	2024	CSU Mons	Each	4	EUR		Investment
	Rebate from unit price						%		Investment

OPTIONAL CLINS Base year- Evaluated									
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M
D1	Contract services review meeting	5.9	2024	CSU Mons	Each	1	EUR		Investment
D2	Help desk function	4.5.1	2024	CSU Mons	Each	1	EUR		Investment
D3	Batch of Basics materials needed to execute preventive and minor corrective maintenance.		2024	CSU Mons		1	EUR		Investment

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D4	Unscheduled intervention	4.2.1	2024	CSU Mons	Each	1	EUR		Investment
D5	VIP intervention	4.2.3	2024	CSU Mons	Each	1	EUR		Investment
D6	Programming intervention	4.2.7	2024	CSU Mons	Each	1	EUR		Investment
D7	Training intervention	4.2.8	2024	CSU Mons	Each	1	EUR		Investment
D8	Project support – 1 working hour	4.7	2024	CSU Mons	Hour	1	EUR		Investment

OPTIONAL CLINS- Non Evaluated									
CLIN	Description	SOW Reference	Required Completion Date	Delivery Destination	Unit of measure	Quantity	Unit Price	Total Firm Fixed Price	Investment or O&M
							Currency		
O&M 2025	Option 1 year 2025		2025				EUR	Base+EPA	O&M
O&M 2026	Option 2 year 2026		2026				EUR	Option 1+EPA	O&M
O&M 2027	Option 3 year 2027		2027				EUR	Option 2+EPA	O&M
O&M 2028	Option 4 year 2028		2028				EUR	Option 3 +EPA	O&M

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Priced catalogue of items:

#	Brand	Model	Description	Part Number	Price with TEMPEST C	Price OTB
1	AGNeovo	TM-23	23-Inch 1080p Touch Screen Monitor	TM23		
2	Arthur Holm	DynamicX2	21.5" retractable screen	AH22DX216GA		
3	Arthur Holm	ERT-30	ERT Interface with 1 Ahnet Input	ERT-30		
4	Barco	UNI-0007 View	Unisee View 700 - 55" No-Gap Display	R9867700F		
5	Barco	UNI SMRTMNT Assembly	Unisee Smart Mount	R9867601		
6	Barco	UNI SMRTMNT Wall Crosses	Unisee Wall Crosses	R9867602		
7	Barco	UNI SMRTMNT Install Kit	Unisee Install Kit	R9867740		
8	Barco	WME-50	Wall Manager Edge	R985016F		
9	Blackbox	Defender - HDMI, CAC	Secure KVM Peripheral Defender - HDMI, CAC	KVS4-8001HX		
10	Blackmagic	Smart Videohub CleanSwitch 12x12	12x12 SDI Clean Switch	CleanSwitch 12x12		

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11	Blackmagic	Teranex Mini - SDI to HDMI 8K HDR	SDI to HDMI Converter	CONVN8TRM/AA/SDIH		
12	Extron	NAVigator	Entry Level Version for 16 Endpoints	60-1534-01		
13	Extron	LinkLicense	NAVigator 48 Endpoints Upgrade	79-2551-02		
14	Extron	LinkLicense	NAVigator 96 Endpoints Upgrade	79-2551-03		
15	Extron	LinkLicense	NAVigator 240 Endpoints Upgrade	79-2551-04		
16	Extron	LinkLicense	NAVigator 48 to 96 Endpoints Upgrade	79-2551-05		
17	Extron	LinkLicense	NAVigator 48 to 240 Endpoints Upgrade	79-2551-06		
18	Extron	LinkLicense	NAVigator 96 to 240 Endpoints Upgrade	79-2551-07		
19	Extron	NAV E 101	1G HDMI Encoder	60-1525-12		
20	Extron	NAV E 501	1G HDMI, Ethernet, USB Encoder	60-1525-01		
21	Extron	NAV E 511	1G Fiber HDMI, Ethernet, USB Encoder - Multimode	60-1958-05		
22	Extron	NAV E 511	1G Fiber HDMI, Ethernet, USB Encoder - Singlemode	60-1958-06		
23	Extron	NAV SD 101	1G HDMI Scaling Decoder	60-1525-14		
24	Extron	NAV SD 501	1G HDMI, Ethernet, USB Scaling Decoder	60-1525-03		
25	Extron	NAV SD 511	1G Fiber HDMI, Eth., USB Scaling Decoder- Multimode	60-1958-07		

NATO UNCLASSIFIED

26	Extron	NAV SD 511	1G Fiber HDMI, Eth, USB Scaling Decoder-Singlemode	60-1958-08		
27	Extron	DMP 128 FlexPlus C AT	Dante Digital Matrix Processor w/ 12 AEC	60-1820-10		
28	Extron	NetPA U 1002-100V	Two Channel Dante Amp, 100 watts at 100 volts	60-1767-12		
29	Extron	NetPA U 1004-100V	Four Channel Dante Amp, 100 watts at 100 volts	60-1766-12		
30	Extron	NetPA U 2002 SB	Two Ch Bridgeable Output Dante Amp, 200/400 Watts	60-1757-01		
31	Extron	SF 26CT	6.5" 2-Way Ceiling Spkrs, 70/100V, Complete Pair	60-1310-03		
32	Extron	SF 26CT LP	6.5" LowProfile 2-Way Ceiling Spkrs, Complete Pair	60-1881-03		
33	Extron	SF 26PT	6.5" Two-Way Pendant Speaker, Pair - White	60-1752-03		
34	Extron	SM 26T	Transformer - White, Pair	60-1308-13		
35	Extron	IPCP Pro 255Q xi	IPCP Pro xi Control Processor	60-1914-01		
36	Extron	IPCP Pro 255Q xi	IPCP Pro xi Control Proc., LL UI Upgrade	60-1914-01A		
37	Extron	IPCP Pro 355DRQ xi	IPCP Pro xi Control Processor, DIN Rail	60-1915-01		
38	Extron	IPCP Pro 355DRQ xi	IPCP Pro xi Control Proc., DIN Rail, LL UI Upgrade	60-1915-01A		
39	Extron	IPCP Pro 360Q xi	IPCP Pro xi Control Processor	60-1916-01		

NATO UNCLASSIFIED

40	Extron	IPCP Pro 360Q xi	IPCP Pro xi Control Proc., LL UI Upgrade	60-1916-01A		
41	Extron	IPCP Pro 555Q xi	IPCP Pro xi Control Proc., LL UI Upgrade	60-1917-01A		
42	Extron	UCS FTR 900 Kit	USB 5 Gbps Extender Kit	42-298-01		
43	Extron	IPL PDU4H EXP	Four IEC Outlets	60-1956-01		
44	Extron	DA2 HD 4K PLUS	Two Output 4K/60 HDMI DA	60-1607-01		
45	Extron	DA4 HD 4K PLUS	Four Output 4K/60 HDMI DA	60-1608-01		
46	Extron	DA6 HD 4K PLUS	Six Output 4K/60 HDMI DA	60-1609-01		
47	Extron	SW2 USB Pro	Two Input USB 10G Switcher	60-1833-01		
48	Extron	SW4 USB Pro	Four Input USB 10G Switcher	60-1834-01		
49	Extron	USB-C HD 101	USB-C to HDMI Interface	60-1883-01		
50	Extron	MGP 641 xi	Four Windows, with HDMI Inputs	60-1574-11		
51	Extron	MGP 641 xi SDI	Four Windows, with HDMI and 12G-SDI Inputs	60-1574-12		
52	Extron	DTP3 R 201	4K/60 HDMI Rx - 330 feet (100 m)	60-1869-53		
53	Extron	SW2 HD 4K PLUS	Two Input 4K/60 HDMI Switcher	60-1603-01		
54	Extron	SW4 HD 4K PLUS	Four Input 4K/60 HDMI Switcher	60-1604-01		
55	Extron	SW6 HD 4K PLUS	Six Input 4K/60 HDMI Switcher	60-1605-01		

NATO UNCLASSIFIED

56	Extron	SW8 HD 4K PLUS	Eight Input 4K/60 HDMI Switcher	60-1606-01		
57	Extron	MediaPort 300	4K HDMI and Audio to USB Scaling Bridge	60-1873-01		
58	Extron	TLP Pro 1725TG NC	Black - Tabletop & VESA, No Camera	60-1792-12		
59	Extron	TLP Pro 1525TG NC	Black - Tabletop & VESA, No Camera	60-1790-12		
60	Extron	TLP Pro 1225TG NC	Black - Tabletop & VESA, No Camera	60-1788-12		
61	Extron	TLP Pro 1230WTG	Black - Tabletop	60-1668-02		
62	Extron	TLP Pro 1025T NC	Black - Tabletop, NC	60-1565-12		
63	Extron	PI 140	Single Port High Power Injector	60-1361-01		
64	Extron	TLI Pro 201	4K TouchLink Interface	60-1669-01		
65	Extron	OCS 100C	Ceiling Mount	60-1664-01		
66	Inogeni	HDMI 4K to USB 3.0 capture card	HDMI to USB Converter	4K2USB3		
67	NEC	NEC MultiSync M651	LCD 65" Message Large Format Display	60005061		
68	NEC	NEC MultiSync M551	LCD 55" Message Large Format Display	60005055		

NATO UNCLASSIFIED

69	NEC	NEC MultiSync M751	LCD 75" Message Large Format Display	60005064		
70	NEC	NEC MultiSync M861	LCD 86" Message Large Format Display	60005067		
71	Panasonic	AW-UE50	4K 25/30p PTZ Camera with 24x Optical Zoom	AW-UE50WEJ		
72	Panasonic	AW-UE80	4K 50/60p PTZ Camera with 24x Optical Zoom	AW-UE80W		
73	Televic	Plixus AE-R	Plixus Audio Engine 2nd generation	71.98.2902		
74	Televic	Dante Audio Networking Card	Dante Audio Networking Card	71.98.2950		
75	Televic	Plixus AE-R PS	Plixus Audio Engine Recording Power Supply	71.98.2931		
76	Televic	Plixus Next	Plixus New Network Extender	71.98.2911		
77	Televic	CoCon Discussion	CoCon Discussion	71.98.1101		
78	Televic	CoCon Interpretation	CoCon Interpretation	71.98.1107		
79	Televic	CoCon Audio Routing	CoCon Audio Routing Software	71.98.1112		
80	Televic	Confidea FLEX	Configurable Conference Unit with Touch Screen	71.98.0131		
81	Televic	L-Language	L-LS - Language Selection	71.98.1403		

NATO UNCLASSIFIED

82	Televic	D-MIC30SL	D-Mic 30SL - Directional Microphone - 30 cm	71.98.0053		
83	Televic	TEL 152	Tel 152 Headset	71.04.0154		
84	Televic	Lingua ID	Lingua ID	71.98.2100		
85	Televic	Lingua T	Lingua Transmitter - 6 Channels	71.98.0215		
86	Televic	Lingua RAD H	Lingua Radiator	71.98.0220		
87	Televic	Lingua CHC	Lingua Charging Case	71.98.0235		
88	Televic	Lingua R	Lingua Receiver	71.98.0208		

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Contract Special Provisions



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AV Systems Maintenance Contract CSU Mons

CONTRACT SPECIAL PROVISIONS

Contract Special Provisions

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Contract Special Provisions

PART II
CONTRACT SPECIAL PROVISIONS - INDEX OF CLAUSES

Page		
1.	ORDER OF PRECEDENCE	4
2.	ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCI AGENCY GENERAL PRIVISIONS	4
3.	TYPE OF CONTRACT	4
4.	SCOPE OF WORK	4
5.	PARTICIPATING COUNTRIES	5
6.	PRICE	5
7.	MINIMUM AND MAXIMUM OBLIGATIONS	6
8.	EXECUTION PERIOD	8
9.	PERFORMANCE BOND	8
10.	NON-EXCLUSIVE RIGHTS	8
11.	WORKING HOURS	8
12.	PROCESSING OF PROJECTS	9
13.	CHANGES IN PROJECT SCHEDULE	12
14.	ACCEPTANCE	12
15.	TRANSPORTATION OF EQUIPMENT	12
16.	PRICING OF CHANGES, MODIFICATIONS, FOLLOW-ON CONTRACTS AND CLAIMS	13
17.	INVOICES AND PAYMENT	13
18.	FINAL BREAKDOWN OF COSTS	15
19.	SUPPLEMENTAL AGREEMENT(S), DOCUMENTS AND PERMISSIONS	15
20.	APPLICABLE REGULATIONS	16
21.	RIGHTS IN TECHNICAL DATA	17
22.	SECURITY	17
23.	INDEPENDENT CONTRACTOR	18
24.	NON-DISCLOSURE AGREEMENT	18
25.	INSURANCES	19
26.	CARE AND DILIGENCE OF PROPERTY	19
27.	RESPONSIBILITY OF THE CONTRACTOR TO INFORM EMPLOYEES OF WORK ENVIRONMENT	19
28.	COMPREHENSION OF CONTRACT AND SPECIFICATIONS	19
29.	OPTIONS	20
30.	CONTRACT ADMINISTRATION	21
31.	TECHNICAL DIRECTION	22
	ANNEX A: DECLARATION	A-1

Contract Special Provisions

1. ORDER OF PRECEDENCE

1.1. In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- (a) The Signature Page
- (b) The Schedule of Supplies and Services, Part I
- (c) The Contract Special Provisions, Part II
- (d) The Contract General Provisions, Part III
- (e) The Statement of Work, Part IV, of the Contract and Annexes thereto
- (f) The Contractor's Proposal and responses to the Clarification Requests.

2. ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE NCI AGENCY GENERAL PRIVISIONS

- 2.1. CLAUSE 1, "ORDER OF PRECEDENCE" of the General Contract Provisions is hereby modified and supplemented by Special Provision Clause 1 to reflect the order of precedence.
- 2.2. CLAUSE 7, "FIRM FIXED PRICE" of the General Contract Provisions is hereby supplemented by Special Provisions Clause 6.
- 2.3. CLAUSE 9, "PARTICIPATING COUNTRIES" of the General Contract Provisions is hereby supplemented by Special Provision Clause 5 to reflect that there are thirty one (31) Member Nations of the North Atlantic Treaty Organisation.
- 2.4. CLAUSE 11 "SECURITY" of the General Contract Provisions is hereby supplemented by Special Provisions Clause 21.
- 2.5. CLAUSE 19 "PRICING OF CHANGES, AMENDMENTS AND CLAIMS" of the General Contract Provisions is hereby supplemented by Special Provisions Clause 15.
- 2.6. CLAUSE 25 "INVOICES AND PAYMENT" of the General Contract Provisions is hereby supplemented by Special Provisions Clause 16.

3. TYPE OF CONTRACT

3.1. This is a Firm Fixed Price Contract with Economic Price Adjustment (annual). The annual adjustment formula is the one below:

$$P = P_o*(0.2 + (0.4*(L/L_o)) + (0.4*(M/M_o)))$$

In which:

Contract Special Provisions

- P Revised price for the milestone applicable after EPA
- Po Price of the Milestone at Bid Closing Date (BCD)
- L Labour index value published for the month “n” after EDC
- Lo Basic index for Labour value at BCD.
- M Material (Producer Price) index published for the month “n” after EDC
- Mo Basic index for Material (Producer Price) value at BCD.

4. SCOPE OF WORK

- 4.1. The Contractor shall perform the provision of repairs and services for NATO-owned AV systems and the on-demand refurbishment of AV systems located in the military HQ, and update of “Systems to be supported”, as per Part IV Statement of Work (and its annex) and in accordance with Part I - Schedule of Supplies and Services for the firm fixed prices stated in this Contract.

Contract Special Provisions

5. PARTICIPATING COUNTRIES

- 5.1. The following NATO member nations have agreed to fund this acquisition effort: (in alphabetical order):

ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

- 5.2. The Contractor may issue sub-contracts to firms and purchase from qualified vendors in any NATO member country. None of the work, including project design, labour and services, shall be performed other than by firms from and within participating countries.
- 5.3. No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating country.
- 5.4. The intellectual property rights to all designed documentation and system operating software shall reside in NATO member countries, and no license fees, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

6. PRICE

- 6.1. Firm Fixed Price

Firm Fixed Prices are established for the items defined in Part I - Schedule of Supplies and Services. The Firm Fixed Prices include all expenses. The Purchaser assumes no liability for cost incurred

Contract Special Provisions
by the Contractor in excess of the stated Firm Fixed Prices except
as provided under other provisions of this Contract.

6.2. Option Price:

For bidding purposes, on each option year, the scope will be considered as similar as the scope of the base year. The estimated amount shall be revised on the basis of an updated list of equipment to maintain for the option year

7. MINIMUM AND MAXIMUM OBLIGATIONS

- NCI Agency anticipates recurring requirements, but cannot predetermine the precise quantities of supplies or services that Information Technology (IT) services will need during the contract period.
- Consequently there are no minimum or maximum obligations determined for the Base contract and Options.
- As long as the requirements are fulfilled in accordance with purchase orders issued the selected Contractors will keep the exclusive rights for the provision of the services specified in the contract.

Base contracts and options:

The contract will last as a maximum as follows:

Base period: 1 January -31 December 2024.

Option 1: 1 year option up to 31 December 2025

Option 2: 1 year option up to 31 December 2026

Option 3: 1 year option up to 31 December 2027

Option 4: 1 year option up to 31 December 2028

For each Purchase Order the Purchaser reserves the right, but has no obligation, to exercise Options at any time if and as operations demand, in all or in parts.

Options could be exercised at once or by staged orders and the Purchaser shall not be held liable for any costs or claims that may

Contract Special Provisions result to the Contractor if the options or one or more phases of the options are not exercised.

Subject to budget availability:

Notice of the decision to exercise a yearly Option will be provided to the Contractor not later than 10 days before the start date of the first Consultant services required.

7.1. Purchase orders to the Contractor for Consultant services will be issued in writing via Purchase orders and/or Purchase order modifications signed by the NCIA Contracting Officer. Purchase orders and Purchase order modifications are binding contract instruments to initiate Contractor activities and obligate funding to the contract.

The Purchase orders or Purchase orders modification will provide a detailed description of the services to be delivered and the execution period.

Purchase Orders will cover one type task orders, i.e. "Level of effort orders" that will specify the type of labour to be provided over a specified period of time and the general duties to be performed by the personnel provided by the Contractor.

Contract Special Provisions

8. EXECUTION PERIOD

8.1. The execution period for this contract is 01 JAN 2024-31 DEC 2028, in case all options are exercised.

8.2. From the Contract Effective Date (CED) of the Purchase Orders or Purchase Order modifications issued, the Contractor will have a maximum of fourteen (14) calendar days to provide the required services, i.e. to have the Consultants reporting at the in-processing place (NCI Agency HQ SHAPE Mons Belgium or possibly directly to the deployed location).

If the Contractor is not available within thirty (30) calendar days from the Contract Effective Date (CED), the Contractor's proposal should be disqualified upon NCI Agency sole decision and TERMINATION FOR DEFAULT and/or LIQUIDATED DAMAGES could apply.

The services of the Contractor shall be available to NATO from that date until any termination date specified in the contract or until such later date as may be agreed between the Contractor and the Purchaser pursuant to the clause CONTRACT CHANGES AND MODIFICATIONS of the NCI Agency Contract General Provisions.

9. PERFORMANCE BOND

9.1. Within thirty (30) days of award of the contract, the Contractor must deliver to the contracting officer a bank guarantee in an amount of ten percent (10%) of the initial estimated contractual amount.

9.2. A renewal of the aforementioned bank guarantee will be required for each year the contract is extended.

9.3. The bank guarantee must be worded such that payment will be pursuant to certification, to the bank and the Contractor, by the Contracting Officer that the Contractor has defaulted, in whole or in part, on any provision of the contract or a purchase order. The certification is not subject to the agreement of the Contractor.

10. NON-EXCLUSIVE RIGHTS

10.1. Subject to the availability of funds, projects will normally be assigned to the Contractor.

10.2. NCI AGENCY reserves at its sole discretion the right to negotiate other contracts for specific or specialized, mechanical and maintenance works with other parties.

Contract Special Provisions

11. WORKING HOURS

- 11.1. The Contractor shall have personnel available to perform the required duties described in this SOW during the SHAPE and NCI Agency core business hours, 0830 to 1700 hrs Monday to Thursday and 0830 to 1530 hrs on Friday.
- 11.2. Upon mutual agreement, the contractor may perform work outside business hours.

12. CHANGES IN PROJECT SCHEDULE

- 12.1. Contractor has to take into consideration that changes in project schedule can occur due to operational priorities, health and safety obligations, unforeseen maintenance, and budget increase/decrease.
- 12.2. This can result in having to speed up works, urgent start-up of project or stoppage of works.
- 12.3. Only the contracting officer or the COTR is authorised to hold up work for the exigencies of NCI Agency. Any other NCI Agency staff member requesting a stoppage will be directed to the contracting officer or the COTR for a decision on the actual need to stop the progress of the work.
- 12.4. Following a stop-work order, the time "lost" shall be noted down by the Contractor at the beginning and the end of stoppage period and countersigned by the COTR or any other person designated by him, on a form to be provided by the COTR.
- 12.5. If the performance of all or any part of the project is modified, delayed or interrupted by an act of NCI Agency, Contractor will be entitled to obtain compensation for the incurred costs. Compensation will be agreed between the Contracting Officer/COTR and the Contractor based on full justification.

13. ACCEPTANCE

- 13.1. Any new installation or modification of electrical or mechanical work must be inspected and accepted by a certified Belgian inspection agency prior to provisional acceptance.
- 13.2. NCI Agency will give provisional acceptance when:
the work is satisfactorily completed,
and where applicable, the as-built drawings, documentation package including certified inspection agency report, technical manual, list of spare parts as applicable, etc are delivered to NCI Agency.

Contract Special Provisions

- 13.3. NCI Agency will give final acceptance after the one year warranty period has ended and after the Contractor has corrected, at its expense, all deficiencies noted on the provisional acceptance and corrected all deficiencies found during the warranty period.

Contract Special Provisions

14. TRANSPORTATION OF EQUIPMENT

14.1. All supplies covered under this Contract and items shipped under warranty for repair or otherwise, shall be transported to and from all destinations 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.

15. PRICING OF CHANGES, MODIFICATIONS, FOLLOW-ON CONTRACTS AND CLAIMS

15.1. The Purchaser may at any time, by written order designated or indicated to be a change order, and without notice to the sureties, if any, make changes within the scope of any Contract or Task Order, in accordance with Clause 16 – “Changes” of the Contract General Provisions.

15.2. Changes, modifications, follow-on Contracts of any nature, and claims shall be priced in accordance with Clause 19 – “Pricing of Changes, Amendments and Claims” of the Contract General Provisions, and with the "Purchaser's Pricing Principles" as set out in the Annex to the Contract General Provisions.

15.3. Except otherwise provided for in this Contract, prices quoted for the above-mentioned changes, modifications, etc. shall have a minimum validity period of six (6) months from submission.

16. INVOICES AND PAYMENT

16.1. Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in EUROS.

16.2. The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.

16.3. No payment shall be made with respect to undelivered supplies; works not performed, services not rendered and/or incorrectly submitted invoices.

16.4. No payment will be made for additional items delivered that are not specified in the contractual document.

16.5. The invoice amount is exclusive of VAT and exclusive of all Taxes and Duties in accordance with Clause 26 - “Taxes and Duties” of the Contract General Provisions.

16.6. The Purchaser shall not bear any liability related to financial guarantees, which the Contractor is required to provide under this Contract.

Contract Special Provisions

- 16.7. The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 16.8. The Contractor shall render all invoices in a manner, which shall provide a clear reference to the Contract. Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain: Contract number, Purchase Order number, Contract Amendment number (if any) and the Contract Line Item(s) (CLIN) as they are defined in the priced Schedule of Supplies and Services.

- 16.9. The invoice shall contain the following certificate:

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

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

- 16.10. Invoices shall be submitted to:

NCI Agency HQ Brussels, Avenue du Bourget, B-1110
Brussels-Belgium

No paper invoices will be accepted. Please e-mail invoices to the

following e-mail address:

* * * accountspayable@ncia.nato.int

- 16.11. NCI AGENCY will make payment within 45 days of receipt by NCI AGENCY of a properly prepared and documented invoice. The conditions of payment are detailed in the Statement of Work.

- 16.12. Upon completion of projects, inspection and acceptance by NCI Agency, invoice will be submitted to NCI Agency.

As a minimum, each invoice shall contain the minimum following information:

- Invoice reference number and issue date;
- The name, address of NCI Agency;
- The Contract number;
- Purchase Order number (if applicable);
- The description of the project;
- The total amount to be paid;
- The bank account details where the Contractor will receive the payment.

- 16.13. Invoicing schedule:

Contract Special Provisions

- Fixed price items:

The contractor shall provide the prices for materials that will be potentially procured during the lifetime of this contract (commonly procured items). The list available in Annex C, "Priced catalogue of items", can be extended upon contractor's initiative before tenders are submitted. The price list shall be presented in Euros and the prices depicted shall not include TVA.

- Expenditure types:

As part of the contract, the Customer will accept only three types of expenditures.

- Initiation fee:

The customer will incur that cost only the first year of the contract (one time only). It is to set up the contract and implement a kind of document repository (ref. 5.5).

- Annual fix fee:

The Customer will bear an annual and fixed fee for admin and technical type of support provided by the contractor:

- Contract services review meetings (ref. 5.9,)
- help desk function (ref. 4.5.1)
- a batch of basics materials needed to execute preventive and minor corrective maintenance.
- 12 unscheduled interventions (ref. 4.2.1)
- 12 VIP interventions (ref. 4.2.3)
- 6 programming interventions (ref. 4.2.7)
- 4 training interventions (ref. 4.2.8)

A first invoice covering the first upcoming six months is to be sent in January. Six months later, the second invoice covering the remaining six months is to be sent.

- Variable cost:

The Customer will bear a variable cost, based on:

- additional unscheduled interventions
- additional VIP interventions
- the number of pieces of equipment actually procured by the contractor to comply with its contractual obligations (preventive and corrective maintenance)
- a Customer's decision to give a follow-up to an enhancement project quotation provided by the Contractor (ref. 4.7).

Contract Special Provisions

The invoicing for this type of cost will be done on successful completion of the contractual obligations mutually agreed.

From one year to the next, both types of cost will be updated in accordance with the EPA formula defined in point 3.1.

Contract Special Provisions

Invoicing schedule:

CLIN	Invoicing
CLIN D0: Initiation fee (contract set up)	100% at CED
CLIN D9: Annual fix fee	50% JAN; 50% JUL
CLINS D1-D8	100% after CLIN completion

17. FINAL BREAKDOWN OF COSTS

- 17.1. Before the closure of the year NCI Agency reserves the right, NCI Agency reserves the right to request the Contractor to provide NCI Agency with a final breakdown of actual costs incurred. Final breakdown will be provided in a maximum of 10 working days.
- 17.2. Template for the final breakdown of costs shall be identical to the one used for the cost estimate but shall mention the actual costs for supplies/equipment and sub-Contractor, as well as the actual labour hours per category of Contractor personnel.
- 17.3. By actual number of hours, NCI Agency means the number of hours effectively worked by Contractor personnel. This number of hours shall not include time for travel from home to Contractor area, time for lunch, hours lost due to lack of precaution/failure on the part of the Contractor.
- 17.4. All supporting documents shall be attached to the final breakdown of costs: invoice(s) for supplies/equipment/sub-Contractor and the recap of hours worked, signed by the Contractor and the COTR for each Contractor personnel, etc.
- NCI Agency will periodically audit Contractor's accounting pieces to verify accuracy of the provided elements.

18. SUPPLEMENTAL AGREEMENT(S), DOCUMENTS AND PERMISSIONS

- 18.1. 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 38 – "Termination for Default" of the Contract General Provisions.

Contract Special Provisions

- 18.2. 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 Parties 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.

19. APPLICABLE REGULATIONS

- 19.1. The Contractor shall be responsible for obtaining permits or licences to comply with national codes, laws and regulations or local rules and practices of the country of installation with the respect of any works carried out at the designated installation sites stated under this Contract.
- 19.2. 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 installation's safety provisions.
- 19.3. 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.
- 19.4. The Contractor shall:
- maintain in its site office, daily, a list of workers present on site, including those who are employed by its sub-Contractor(s). For those workers who are affiliated to the social security system of a country of the EU, other than Belgium, a copy of the certificate E101 must be provided to each such person;
 - Provide a certificate from his insurer stating that he is covered for third party liability and work accidents for all personnel assigned to the contract;
 - Be aware that, in accordance with Belgian laws, compliance with the above requirements is an essential condition for NCIA to proceed with the payment of the

Contract Special Provisions

Contractor's bills. Compliance can be verified at any time by either the NCIA Contracting Officer or the COTR;

- Guarantee that all labour and materials comply with the current Belgian norms and are in accordance with the best modern practices. In addition to the specifications of "Cahier des Charges", unless otherwise specified, works shall be carried out according to :
- Règlement Général sur les Installations Electriques (R.G.I.E.) ;
- Bureau de normalisation (N.B.N.) and Euronorm (E.N.) ;
- Spécifications Techniques Unifiées (S.T.S.) ;
- Règlement Général pour la Protection du Travail (R.G.P.T.) and the « Code du Bien-Etre au Travail »;
- Published Belgian Decrees relating to public works, supplies and services.

It is the firm's responsibility to obtain all documents not published by NCIA. Often, these documents are only available in French and/or Dutch

20. RIGHTS IN TECHNICAL DATA

- 20.1. The Contractor hereby grants the Purchaser the unrestricted rights without further payment to use duplicate or disclose, in whole or in part, any technical data, resulting directly from the performance of this Contract. For the purpose of this Clause, "technical data" is defined to mean all recorded information of a technical nature to support, maintain or operate the services being purchased under this Contract. It is to include, but is not limited to, technical literature such as text in manuals, drawings, design documents, equipment instructions, illustrations, schematics or wiring diagrams, test procedures, parts lists, computer software etc.
- 20.2. For computer software, subject to the application of a site license, the Purchaser shall have the unlimited rights to use the computer software for NATO, NATO Nations and NATO Operations or all other similar operational requirements to permit the system equipment recovery in case of fire, flood or any other major system breakdown.

Contract Special Provisions

- 20.3. As used in the above paragraph, "computer software" means a series of instructions or statements in a form acceptable to the computer designed to cause the computer to execute an operation or instructions. Computer software includes operating systems, assemblers, compilers, interpreters, data management systems, utility programmes and ADP equipment maintenance and diagnostic programmes, as well as applications programmes. Computer programmes may either be machine-dependent and may be general purpose in nature or designed to satisfy the requirements of a particular user.

21. SECURITY

- 21.1. The security classification of this Contract is NATO UNCLASSIFIED.
- 21.2. In the performance of all works under this Contract it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the Purchaser and by the local sites.
- 21.3. Contractor and /or Subcontractor personnel employed under this Contract that will require access to locations, such as sites and headquarters, where classified material and information up to and including "NATO SECRET" are handled. Contractor shall ensure on-site engineers are fully familiar with the VIP systems before they are assigned to VIP support duties, and that they possess and that they possess a minimum NATO SECRET security clearance, or that they can be escorted by a contractor staff who possess a minimum NATO SECRET security clearance. The holder of NATO SECRET security clearance is not authorised to escort more than 3 people. Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the appropriate NATO security officer will be denied access to the site. It shall be the Contractor's responsibility to obtain the necessary clearances and to have such clearances confirmed to the Purchaser by the relevant national security authority for the duration of the Contract in its entirety.
- 21.4. Failure to obtain or maintain the required level of security for Contractor personnel for the period of performance of this Contract shall not be grounds for any delay in the scheduled performance of this Contract and may be grounds for termination under Clause 38 – "Termination for Default" of the Contract General Provisions.
- 21.5. All NATO CLASSIFIED material entrusted to the Contractor shall be handled and safeguarded in accordance with the applicable security regulations.

Contract Special Provisions

- 21.6. The Contractor shall note that there are restrictions regarding the carriage and use of electronic device (e.g. laptops) in Purchaser secured locations. The Contractor shall be responsible for satisfying and obtaining from the appropriate site authorities the necessary clearance to bring any such equipment into the facility.

22. INDEPENDENT CONTRACTOR

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

23. NON-DISCLOSURE AGREEMENT

- 23.1. All Contractor and sub-Contractor's personnel working at any NATO Organisation / Commands premises or having access to NATO classified / commercial-in-confidence information must certify and sign the Declaration attached hereto at Annex A and provide it to the NCI AGENCY Contracting Officer prior to the commencement of any performance under this Contract.

24. INSURANCES

- 24.1. The Contractor is responsible for providing the necessary insurances for his personnel and the equipment as needed in the area of operations and for performing the Contract.

25. CARE AND DILIGENCE OF PROPERTY

- 25.1. The Contractor shall use reasonable care to avoid damaging buildings, walls, equipment, and vegetation (such as trees, shrub and grass) on the work site.
- 25.2. If the Contractor damages any such buildings, walls, equipment or vegetation on the work site, he shall fix or replace the damage as directed by the Purchaser and at no expense to the Purchaser. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

Contract Special Provisions

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

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

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

27. COMPREHENSION OF CONTRACT AND SPECIFICATIONS

- 27.1. The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications (including drawings) 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.
- 27.2. 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.
- 27.3. The Contractor hereby acknowledges that he has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract
- (a) based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid

Contract Special Provisions 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.

27.4. Notwithstanding the "Changes" Clause 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 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.

28. OPTIONS

- 28.1. The Purchaser shall have the right to unilaterally place on Contract the provision of "Options" in Part I - Schedule of Supplies and Services for the duration of the Contract. If the Purchaser exercises such options, the Contractor shall deliver such specified quantities of additional or alternative supplies and services at such times and to such destinations as specified in the Contract.
- 28.2. Prices for all optional line items shall have a validity period that corresponds to the option exercise periods cited above.
- 28.3. The Contractor understands that there is no obligation under this Contract for NCI AGENCY to exercise any of the optional line items and that NCI AGENCY bears no liability should it decide not to exercise the options (totally or partially). Further, NCI AGENCY reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current Contract through a new Contract with other conditions.

Contract Special Provisions

- 28.4. Purchaser may increase the quantity of supplies and set forth in any line item of Part I - Schedule of Supplies and Services. The Contractor will use all reasonable endeavours to maintain the prices specified therein. Changes to these prices shall be accompanied with documentation and explanation of the change. If this Option 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.
- 28.5. The options shall be exercised by written amendment to the Contract, or by incorporation at the time of the Contract award.

29. CONTRACT ADMINISTRATION

- 29.1. The Purchaser is the NCI Agency. The NCI AGENCY is the Point of Contact for all Contractual and Technical issues. The Contractor shall accept Contract modifications only in writing from the NCI AGENCY Contracting Authority.
- 29.2. All notices and communications between the Contractor and the Purchaser shall be written and conducted in English. Contract modifications only become valid when received in writing from the General Manager, NCI AGENCY, and his authorised representative.
- 29.3. Formal letters and communications shall be sent to the contracting officer's email address.
- 29.4. Informal notices and informal communications may be exchanged by any other communications means including telephone and e-mail.
- 29.5. All notices and communications shall be effective upon receipt.
- 29.6. Official points of contact are:

PURCHASER

NCI Agency
ACQ BLL
Place du Luxembourg 3-4
1420 Braine-L'Alleud, Belgium

Belgium

POC: Esteban Diaz

Contract Special Provisions

E-mail: esteban.diaz@ncia.nato.int**CONTRACTOR***Company Name*
*Address*Copy To:
Company Name
*Address*POC:
Tel:
GSM:
Fax:
E-
mail:POC:
Tel:
GSM:
Fax:
E-mail:**30. TECHNICAL DIRECTION**

- 30.1. The Contract will be administered by the Purchaser in accordance with the Clause 24 of these Contract Special Provisions entitled "Contract Administration".
- 30.2. The individuals working on this Contract shall perform the effort within the general scope of work identified in the Contract Book II Part IV - Statement of Work (SOW). This effort will be directed on a more detailed level by the Purchaser's Project Manager who will provide detailed tasking and instruction on how to proceed.
- 30.3. The Purchaser reserves his right to assign a Technical Representative who will provide the Contractor personnel with instruction and guidance, within the general scope of work, in performance of their duties and working schedule.
- 30.4. Neither the Purchaser's Project Manager as identified in Clause 24 of these Contract Special Provisions, nor any Technical Representative has the authority to change the terms and conditions of the Contract. If the Contractor has reason to believe that the Project Manager/Technical Representative is requesting effort on terms inconsistent with that in the scope of the Contract, the Contractor shall immediately inform the Purchaser's Contracting Authority for confirmation of the actions. Failure to obtain confirmation that the action of the Project Manager is under the authority of the Contract shall render any subsequent claim null and void.
- 30.5. Upon receipt of such notification above, the Purchaser's Contracting Authority will
- (a) confirm the effort requested is within scope, or

Contract Special Provisions

- (b) confirm that the instructions received constitute a change and request a quotation for a modification of scope and/or price, or
- (c) rescind the instructions.

ANNEX A: DECLARATION

We, the undersigned.....(Company) duly represented by (Hereinafter "Contractor") do hereby certify that we shall ensure that the following conditions be accepted and observed by all (Contractor) employees working under **IFB-CO-115907-SHA**

Date	Full name (in block capitals)	Signature

=====
To be signed by the Contractor's Employees working in the NATO's premises upon commencement of their WORK.

I UNDERSTAND:

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

That I must not divulge to any unauthorised person, any classified/commercial-in confidence information gained by me as a result of my Contract with NATO, unless prior permission for such disclosure has been granted by the General Manager of the NCI AGENCY or by his designated representative.

That I must not, without the approval of the General Manager of the NCI AGENCY, publish (in any document, article, book, CD, video, film, play, or other form) any classified /commercial-in-confidence information which I have acquired in the course of my work under IFB-CO-115907-SHA.

That, at the end of Contract and after performance of all required tasks, I must surrender any official document or material made or acquired by me in the course of my work under IFB-CO-115907-SHA, save such as I have been duly authorised to retain.

That the provisions of the above Declaration apply not only during the period of work under IFB-CO-115907-SHA, but also after my Contract has ceased and that I am liable to prosecution if either by intent or negligence I allow classified/commercial-in-confidence information to pass into unauthorised hands.

NATO UNCLASSIFIED

**NATO COMMUNICATIONS AND INFORMATION
AGENCY**



CONTRACT GENERAL PROVISIONS

V 1.0 dated 16 Oct 2014

Index of Clauses

1.	ORDER OF PRECEDENCE	1
2.	DEFINITIONS OF TERMS AND ACRONYMS.....	1
3.	AUTHORITY	4
4.	APPROVAL AND ACCEPTANCE OF CONTRACT TERMS	5
5.	LANGUAGE	5
6.	AUTHORISATION TO PERFORM/CONFORMANCE TO NATIONAL LAWS AND REGULATIONS	5
7.	FIRM FIXED PRICE CONTRACT	5
8.	PERFORMANCE GUARANTEE	6
9.	PARTICIPATING COUNTRIES.....	9
10.	SUB-CONTRACTS.....	10
11.	SECURITY.....	11
12.	RELEASE OF INFORMATION.....	12
13.	PURCHASER FURNISHED PROPERTY.....	13
14.	CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES	14
15.	HEALTH, SAFETY AND ACCIDENT PREVENTION.....	15
16.	CHANGES	15
17.	STOP WORK ORDER	17
18.	CLAIMS	18
19.	PRICING OF CHANGES, AMENDMENTS AND CLAIMS	20
20.	NOTICE OF SHIPMENT AND DELIVERY	23
21.	INSPECTION AND ACCEPTANCE OF WORK.....	24
22.	INSPECTION AND ACCEPTANCE OF DOCUMENTATION	27
23.	USE AND POSSESSION PRIOR TO ACCEPTANCE.....	28
24.	OWNERSHIP AND TITLE	28
25.	INVOICES AND PAYMENT	28
26.	TAXES AND DUTIES.....	30
27.	WARRANTY OF WORK (Exclusive of Software)	31
28.	RIGHT OF ACCESS, EXAMINATION OF RECORDS	35
29.	PATENT AND COPYRIGHT INDEMNITY	35
30.	INTELLECTUAL PROPERTY	36
	<i>Purchaser Background IPR</i>	36
	<i>Foreground IPR</i>	37
	<i>Third Party IPR</i>	38
	<i>Subcontractor IPR</i>	39
31.	SOFTWARE WARRANTY.....	39
	<i>Notification Requirement</i>	40

The Contract General Provisions

Duration of the Warranty 40
Purchaser Remedies for Breach 40
Limitations and Exclusions from Warranty Coverage 41
Markings 41
32. NATO CODIFICATION 42
 Markings..... 43
33. RELEASE FROM CLAIMS 44
34. ASSIGNMENT OF CONTRACT 44
35. TRANSFER AND SUB-LETTING..... 44
36. PURCHASER DELAY OF WORK..... 45
37. CONTRACTOR NOTICE OF DELAY 45
38. LIQUIDATED DAMAGES 46
39. TERMINATION FOR DEFAULT 46
40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER 50
41. DISPUTES 55
42. ARBITRATION 55
43. SEVERABILITY..... 57
44. APPLICABLE LAW 57
ANNEX 1 TO GENERAL PROVISIONS: PURCHASER'S PRICING PRINCIPLESA1-1

1. ORDER OF PRECEDENCE

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

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

2. DEFINITIONS OF TERMS AND ACRONYMS

- 2.1 **Assembly-** An item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.2 **Acceptance-** Acceptance is the act by which the Contracting Authority recognises in writing that the delivered Work meets the Contract requirements..
- 2.3 **Claims-** A written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or in relation to this Contract.
- 2.4 **Clause-** A provision of the Special or General Provisions of this Contract.
- 2.5 **Codification Authority-** The National Codification Bureau (NCB) or authorised agency of the country in which the Work is produced.
- 2.6 **Commercial Off-the-Shelf Items (COTS)-** The term “Commercially Off-the-Shelf Item (COTS)” means any item that:is a commercial item, customarily used by the general public, that has been sold, leased, or licensed to the general public or has been offered for sale, lease or license to the general public;
 - a) is sold in substantial quantities in the commercial marketplace; and
 - b) is offered to the Purchaser, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- 2.7 **Component-** A part or combination of parts, having a specific function, which can be installed or replaced only as an entity.

The Contract General Provisions

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

- 2.21 **Manufacturing Defect-** Defect attributable to improper manufacturing processes, testing or quality control procedures.
- 2.22 **NATO-** The North Atlantic Treaty Organisation. For the purpose of this contract, the term NATO includes NATO bodies, the NATO military command structure, agencies and NATO nations.
- 2.23 **NCI AGENCY-** The NATO Communications and Information Agency. The NCI Agency is part of the NCIO. The General Manager of the Agency is authorised to enter into contracts on behalf of the NATO CI Organisation.
- 2.24 **NATO COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)-** The NATO Communications and Information Organisation. The NCI Organisation constitutes an integral part of the North Atlantic Treaty Organisation (NATO) The NCI Organisation is the legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts.
- 2.25 **NATO Purposes-** Activities conducted by or on behalf of NATO to promote the common defence and common interests of NATO, such as, among others, NATO operations, NATO procurement, NATO training and NATO maintenance.
- 2.26 **Part-** An item of an assembly or sub-assembly, which is not normally further broken down.
- 2.27 **Participating Country-** A NATO member country that participates in financing the effort.
- 2.28 **Parties-** The Contracting Parties to this Contract, i.e., the Purchaser and the Contractor.
- 2.29 **Purchaser-** The NCI Organisation, as represented by the General Manager, NCI Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties.
- 2.30 **Purchaser Background IPR-** Any IPR owned by the Purchaser as of the Effective Date of Contract and which has been developed by, assigned to or licensed to the Purchaser prior to the Effective Date of Contract.
- 2.31 **Purchaser Furnished Property-** Any item of equipment, material, document, technical data, information and Software or any other item of property furnished by the Purchaser to the Contractor required or useful for the performance of the Contract. The Purchaser Furnished Property, if any, shall be detailed in the Contract.
- 2.32 **Software (Computer Software)-** A computer program comprising a series of instructions, rules, routines regardless of the media in which it is recorded, that allows or cause a computer to perform a specific operation or a series of operations.
- 2.33 **Software Defect-** Any condition or characteristic of Software that does not conform with the requirements of the Contract.

The Contract General Provisions

- 2.34 **Sub-Assembly-** A portion of an Assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes Components and/or Parts.
- 2.35 **Sub-contract-** Any agreement made by the Contractor with any third party in order to fulfil any part of the obligations under this Contract. Sub-contracts may be in any legal binding form, e.g., contract, purchase order, etc.
- 2.36 **Sub-contractor-** Any person or legal entity directly or indirectly under Sub-contract to the Contractor in performance of this Contract.
- 2.37 **Third Party IPR-** Any IPR owned by a third party not being the Purchaser or the Contractor or its Subcontractor, which is needed for the performance of the Contract or for the exploitation of Foreground IPR. This includes, for example, third party software, including open source software.
- 2.38 **Work-** Any deliverable, project design, labour or any service or any other activity to be performed by the Contractor under the terms of this Contract.

3. AUTHORITY

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

4. APPROVAL AND ACCEPTANCE OF CONTRACT TERMS

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

5. LANGUAGE

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

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

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

7. FIRM FIXED PRICE CONTRACT

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

8. PERFORMANCE GUARANTEE

- 8.1. As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within thirty (30) calendar days from the Effective Date of Contract a bank guarantee (the "Performance Guarantee") denominated in the currency of the Contract, to the value of ten per cent (10%) of the total Contract price.
- 8.2. The Performance Guarantee, the negotiability of which shall not elapse before the expiration of the warranty period, or such other period as may be specified in the Contract, shall be made payable to the Purchaser and shall be in the form of certified cheques or a Standby Letter of Credit subject to the agreement of the Purchaser. In the case of a Standby Letter of Credit, payment shall be made to the Purchaser without question and upon first demand by the Purchaser against a certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 8.3. Certified Cheques issued to fulfil the requirements of the Performance Guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the Performance Guarantee has expired.
- 8.4. The standby letter of credit shall be subject to Belgian Law and shall be issued by (i) a Belgian bank, (ii) the Belgian subsidiary of a foreign bank licensed to provide financial services in Belgium; or (iii) an insurance company licensed to do business in Belgium and belonging to a Belgian banking institution provided the banking institution guarantees explicitly the demand for payment, unless otherwise specified by the Purchaser.
- 8.5. The Contractor shall request in writing relief from the Performance Guarantee upon expiration of the warranty period or such other period as may be specified in the Contract and such relief may be granted by the Purchaser.
- 8.6. The Contractor shall be responsible, as a result of duly authorised adjustments in the total contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase in the Performance Guarantee, the value of which shall not be less than ten per cent (10%) of the total contract price (including all amendments), and for depositing such guarantee with the Purchaser, within thirty (30) calendar days from the effective date of aforesaid duly authorised adjustment.
- 8.7. The failure of the Contractor to deposit and maintain such Performance Guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority, is a material breach of the Contract terms and conditions subject to the

The Contract General Provisions

provisions of the Contract regarding Termination for Default.

- 8.8. The rights and remedies provided to the Purchaser under the present Clause are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in Clause 8.2 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from the Clause of the Contract detailing termination for default.
- 8.9. If the Contractor elects to post the Performance Guarantee by Standby Letter of Credit, the form of the document shall be substantially as follows:

PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

Standby Letter of Credit Number: _____

Issue Date: _____

Initial Expiry Date: _____

Final Expiry Date: _____

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

1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of _____ . We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. _____ dated _____ between the NCI Agency ("NCIA and (NAME OF CONTRACTOR)).
2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

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

The Contract General Provisions

number _____(to be identified when certificate is presented).”

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

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

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

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

8. The Beneficiary may not present the certificate described in paragraph 7 above

The Contract General Provisions

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

9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

9. PARTICIPATING COUNTRIES

- 9.1 Unless prior written authorisation of the Purchaser has been obtained, none of the Work, shall be performed other than by firms from and within NATO Participating Countries. Unless otherwise specified in the Contract Special Provisions, the Participating Countries are the twenty-eight (28) Member Nations of the North Atlantic Treaty Organisation.
- 9.2 Unless prior written authorisation of the Purchaser has been obtained, no material or items of equipment down to and including identifiable Sub-Assemblies shall be manufactured or assembled by a firm other than from and within a NATO Participating Country.
- 9.3 The Contractor shall not place any Sub-contracts outside the NATO Participating Countries without the prior written authorisation of the Purchaser.
- 9.4 Unless prior written authorisation of the Purchaser has been obtained, the intellectual property rights for all software and documentation incorporated by the Contractor and/or its Sub-contractors into the Work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation.
- 9.5 Any modification in the nationality, ownership and/or change of control of the Contractor and/or its Sub-contractor(s) shall be immediately notified in writing to the Purchaser with all necessary details to allow the Purchaser to determine whether or not the Contractor and/or its Sub-contractors continue

The Contract General Provisions

to comply with the Clauses above. Non-compliance with the Clauses above, by the Contractor and/or its Subcontractor may constitute ground for termination of this Contract under Clause 39 (Termination for Default).

10. SUB-CONTRACTS

- 10.1 The Contractor shall place and be responsible for the administration and performance of all Sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full.
- 10.2 Prior to the Sub-contractors being given access to any classified information, the Contractor shall ensure that any Sub-contractor that has a need to access classified information for the performance of any part of this Contract has been granted the appropriate facility and personnel security clearances by the Sub-contractor's national authorities and that such clearances are still in effect at the time the information is disclosed and remains in effect throughout the performance of the work to be carried out under the Sub-contract concerned.
- 10.3 The Contractor shall seek the approval in writing of the Purchaser prior to the placing of any Sub-contract if:
- 10.3.1 the Sub-contract was not part of the Contractor's original proposal;
 - and
 - 10.3.2 the value of the Sub-contract is known or estimated to exceed 15 per cent of the total Contract value; or
 - 10.3.3 the Sub-contract is one of a number of Sub-contracts with a single Sub-contractor for the same or related Work under this Contract that in the aggregate are known or expected to exceed 15 per cent of the total Contract value.
- 10.4 The Contractor shall inform the Purchaser of any change in Sub-contractors for Sub-contracts of a value known or estimated to exceed 15 per cent of the total Contract value.
- 10.5 The Contractor shall submit a copy of any such proposed Sub-contract including prices when seeking approval to the Contracting Authority but such approval by the Contracting Authority shall in no way relieve the Contractor of his responsibilities to fully achieve the contractual and technical requirements of this Contract.
- 10.6 The Contractor shall, as far as practicable, select Sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.

11. SECURITY

- 11.1 The Contractor shall comply with all security measures as are prescribed by the Purchaser and the national security authority or designated security agency of each of the NATO countries in which the Contract is being performed. The Contractor shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- 11.2 In particular the Contractor undertakes to:
- 11.2.1 appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the Purchaser on request;
 - 11.2.2 maintain, preferably through the official responsible for security measures, a continuing relationship with the national security authority or designated security agency charged with ensuring that all NATO classified information involved in the Contract is properly safeguarded;
 - 11.2.3 abstain from copying by any means, without the authorisation of the Purchaser, the national security authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him;
 - 11.2.4 furnish, on request, information to the national security authority or designated security agency pertaining to all persons who will be required to have access to NATO classified information;
 - 11.2.5 maintain at the work site a current record of his employees at the site who have been cleared for access to NATO classified information. The record should show the date of issue, the date of expiration and the level of clearance;
 - 11.2.6 deny access to NATO classified information to any person other than those persons authorised to have such access by the national security authority or designated security agency;
 - 11.2.7 limit the dissemination of NATO classified information to the smallest number of persons ("need to know basis") as is consistent with the proper execution of the Contract;
 - 11.2.8 comply with any request from the national security authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations

The Contract General Provisions

under the laws of the other NATO nations in which they may have access to classified information;

- 11.2.9 report to the national security authority or designated security agency any breaches, suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the national security authority or designated security agency, e.g. reports on the holdings of NATO classified material;
- 11.2.10 apply to the Purchaser for approval before Sub-contracting any part of the work, if the Sub-contract would involve that the Sub-contractor would have access to NATO classified information, and to place the Sub-contractor under appropriate security obligations no less stringent than those applied to his own contract;
- 11.2.11 undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the Purchaser or his authorised representative, any NATO classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all NATO classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the Purchaser. Such NATO classified information will be returned at such time as the Purchaser or his authorised representative may direct;
- 11.2.12 classify any produced document with the highest classification of the NATO classified information disclosed in that document.

12. RELEASE OF INFORMATION

- 12.1 Except as otherwise specified elsewhere in the Contract and to the extent that it is demonstratively unavoidable and without prejudice to the Clause 11 (Security), the Contractor and/or his employees shall not, without prior authorisation from the Purchaser, release to third parties any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.
- 12.2 The Contractor shall seek the prior written approval of the Purchaser before publishing any press release or disclosing any other information, orally or in writing, in relation to the Contract. The approval of the Purchaser shall be required for both the opportunity and the content of the information.

The Contract General Provisions

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

13. **PURCHASER FURNISHED PROPERTY**

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

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

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

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

13.5 Upon completion of this Contract, or at such earlier dates as may be specified by the Purchaser, the Contractor shall submit, in a form acceptable to the Purchaser, inventory schedules covering all items of Purchaser Furnished Property.

13.6 The inventory shall note whether:

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

The Contract General Provisions

- 13.6.2 The property was otherwise destroyed;
- 13.6.3 The property remains in possession of the Contractor;
- 13.6.4 The property was previously returned
- 13.7 The Contractor shall prepare for shipment, deliver DDP at a destination agreed with the Purchaser, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the Contract price or paid to the Purchaser in such other manner as the Purchaser may direct.
- 13.8 The Contractor shall not modify any Purchaser Furnished Property unless specifically authorised by the Purchaser or directed by the terms of the Contract.
- 13.9 The Contractor shall indemnify and hold the Purchaser harmless against claims for injury to persons or damages to property of the Contractor or others arising from the Contractor's possession or use of the Purchaser Furnished Property. The Contractor shall indemnify the Purchaser for damages caused by the Contractor to the Purchaser, its property and staff and arising out of the Contractor's use of the Purchaser Furnished Property.

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

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

The Contract General Provisions

Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or Sub-contractors, or by any circumstances within his or their control.

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

15. HEALTH, SAFETY AND ACCIDENT PREVENTION

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

16. CHANGES

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

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

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

The Contract General Provisions

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

17. STOP WORK ORDER

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

arriving at the termination settlement.

18. CLAIMS

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

18.2 Claims shall be specifically identified as such and submitted:

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

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

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

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

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

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

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

.....

.....
SIGNATURE

Date

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

The Contract General Provisions

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

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

19. PRICING OF CHANGES, AMENDMENTS AND CLAIMS

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

The Contract General Provisions

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

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

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

Name of Company

Signature

Printed Name of Signatory

Title of Signatory

Date of Signature

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

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

The Contract General Provisions

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

20. NOTICE OF SHIPMENT AND DELIVERY

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

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

21. INSPECTION AND ACCEPTANCE OF WORK

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

The Contract General Provisions

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

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

The Contract General Provisions

manner as not to unduly delay the Work.

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

22. **INSPECTION AND ACCEPTANCE OF DOCUMENTATION**

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

The Contract General Provisions

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

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

23. USE AND POSSESSION PRIOR TO ACCEPTANCE

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

24. OWNERSHIP AND TITLE

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

25. INVOICES AND PAYMENT

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

The Contract General Provisions

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

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

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

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

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

Either at the following addresses:

NCI Agency * If used for NCI Agency Brussels

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

OR

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

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

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

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

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

26. **TAXES AND DUTIES**

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

The Contract General Provisions

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

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

27. WARRANTY OF WORK (Exclusive of Software)

27.1 For the purpose of this Clause:

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

The Contract General Provisions

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

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

The Contract General Provisions

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

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

The Contract General Provisions

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

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

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

28. RIGHT OF ACCESS, EXAMINATION OF RECORDS

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

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

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

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

29. PATENT AND COPYRIGHT INDEMNITY

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

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

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

29.3 This indemnity shall not apply under the following circumstances:

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

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

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

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

30. INTELLECTUAL PROPERTY

30.1 *Purchaser Background IPR*

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

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

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

30.2 *Contractor Background IPR*

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

The Contract General Provisions

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

30.3 ***Foreground IPR***

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

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

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

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

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

30.3.6 The Contractor shall:

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

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

The Contract General Provisions

30.3.7 The Contractor undertakes:

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

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

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

30.4 ***Third Party IPR***

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

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

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

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

The Contract General Provisions

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

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

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

30.5 Subcontractor IPR

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

31. SOFTWARE WARRANTY

31.1 Statement of the Warranties

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

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

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

31.2 Notification Requirement

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

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

31.3 Duration of the Warranty

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

31.4 Purchaser Remedies for Breach

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

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

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

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

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

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

The Contract General Provisions

may be necessary to eliminate the defect, or;

31.4.4.3 Equitably reduce the contract price

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

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

31.5 Limitations and Exclusions from Warranty Coverage

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

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

31.6 Markings

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

The Contract General Provisions

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

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

32. NATO CODIFICATION

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

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

32.11 Markings

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

The Contract General Provisions

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

33. RELEASE FROM CLAIMS

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

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

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

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

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

34. ASSIGNMENT OF CONTRACT

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

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

35. TRANSFER AND SUB-LETTING

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

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

36. PURCHASER DELAY OF WORK

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

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

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

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

36.3 No claim under this Clause shall be allowed:

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

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

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

37. CONTRACTOR NOTICE OF DELAY

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

The Contract General Provisions

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

38. LIQUIDATED DAMAGES

38.1 If the Contractor:

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

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

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the deadline or milestone, fixed and agreed liquidated damages of .1% (one tenth of per cent) per day of the associated payment set forth in the Schedule of Payments provided in the Contract Special Provisions. If no Schedule of Payments is specifically set forth in the Contract Special Provisions, the liquidated damages will be assessed against the price of the applicable contract line item (CLIN) of the Schedule of Supplies, Services and Prices.

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

38.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause 39.6 (Termination for Default). In such event, subject to the provisions of Clause 41 (Disputes), the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in his judgement the findings of the fact justify an extension.

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

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

39. TERMINATION FOR DEFAULT

The Contract General Provisions

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

The Contract General Provisions

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

The Contract General Provisions

the Contractor to meet the required delivery schedule.

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

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

40. TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

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

The Contract General Provisions

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

The Contract General Provisions

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

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

The Contract General Provisions

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

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

The Contract General Provisions

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

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

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

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

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

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

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

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

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

The Contract General Provisions

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

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

41. DISPUTES

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

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

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

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

42. ARBITRATION

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

The Contract General Provisions

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

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

determine the apportionment of the arbitration expenses.

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

43. SEVERABILITY

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

44. APPLICABLE LAW

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

* *

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

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

B. Purchaser's Pricing Principles

1. Allowable cost

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

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

i. Direct Costs

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

ii. Indirect Costs

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

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

2. Unallowable Costs

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

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

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

3. Rates and Factors

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

4. Profit/Benefit

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

**NCIA Statement of Work for
Audio Visual Systems Maintenance Contract.**

1	Definitions.....	3
1.1	Acronyms	3
2	Scope of work and executive summary	3
2.1	Scope.....	3
2.2	Requirement.....	3
2.3	Basic Maintenance Services	4
2.4	Background and Work Site Information.....	4
2.5	Contractor Personnel	4
3	General information	5
3.1	Physical Security – Security Clearance.....	5
3.2	Employee Removal	5
3.3	Working hours	5
3.4	Vehicle(s)	5
3.5	Safety and Health.....	5
3.6	Conservation of Utilities	6
4	Technician availability and maintenance response.....	6
4.2	Planned/Unplanned interventions	6
4.3	Preventive Maintenance.....	7
4.4	Corrective Maintenance	7
4.5	Maintenance Response	7
4.6	Post Maintenance Report.....	8
4.7	Enhancement projects – On-demand refurbishment.....	8
5	Material and equipment	8
5.1	Overarching supporting guidance	8
5.2	Controlled Equipment.....	8
5.3	Location for Repairs	8
5.4	Receipt of Equipment.....	8
5.5	Technical documentations and training.....	9
5.6	Maintenance Services	9
5.7	Other services	9
5.8	Performance Check	9

NATO UNCLASSIFIED

5.9	Contract Services Review Meetings.....	9
6	Security requirements.....	10
6.1	Security Requirements:.....	10
6.2	Physical Security.....	10
7	Contractor furnished items and services.....	10
7.1	Forward Stock.....	10
Annex A.	Systems to be supported	11
Annex B.	Inventory of Mons spare parts on site.....	18
Annex C.	Priced catalogue of items	20
Annex D.	System drawing and functional description validation scenario	25
Annex E.	financial details	28
Annex F.	Bidder's compliance sheet.....	29

1 DEFINITIONS

1.1 Acronyms

- AV – Audio Visual
- AVoIP – Audio Video over IP
- BYOM – Bring Your Own Meeting
- CIS – Communication Information Systems
- COTR - Contracting Officer Technical Representative
- FSD - Functional System Description”
- NATO – North Atlantic Treaty Organization
- NCIA – NATO CIS & Information Agency
- O&M – Operation and Maintenance
- PMI- Preventive Maintenance Inspection
- SOW – Statement of Work
- SACEUR – Supreme Allied Commander Europe
- SHAPE- Supreme Headquarters Allied Powers Europe

2 SCOPE OF WORK AND EXECUTIVE SUMMARY

2.1 Scope

The scope of this maintenance requirement is to award a five-year contract consisting of five one-year tranches, for

- repairs and services for NATO-owned AV systems located in the military HQ at SHAPE, Belgium, and listed in “Systems to be supported”;
- on-demand refurbishment of AV systems located in the military HQ, and update of “Systems to be supported” accordingly.

2.2 Requirement

2.2.1 The chosen Contractor will be accountable for maintaining high system functionality and availability, ensuring systems’ component serviceability/configuration and providing life cycle replacement guidance and recommendations.

2.2.2 The Contractor shall perform a Recurring Maintenance Service to cover:

- preventive maintenance
- corrective maintenance,
- removal and installation of equipment,
- future upgrade surveys.

- 2.2.3 Every O&M related intervention shall be seen as best effort with the material available in the spare stock and material available at Customer's premises.
- 2.2.4 The list of equipment to be maintained will be verified and updated annually and where necessary, contract amendment action will be conducted.
- 2.2.5 Upon an on-demand refurbishment request, the chosen contractor will be accountable for proposing and costing the change of all obsolete and outdated assets in scope of the request, in keeping with the technical prescription defined in Priced catalogue of items.

2.3 Basic Maintenance Services

- 2.3.1 The Contractor shall provide all labour, material, equipment, transportation, and supervision necessary to deliver against the service that they are to deliver for the systems and equipment listed in Annex A.
- 2.3.2 The selected Contractor is expected to be flexible to the ever changing priorities of NATO conferences services in scope of this SOW.
- 2.3.3 Maintenance shall include at least:
 - Configuration Management
 - Outage repairs
 - Emergency outage repairs
 - Installations and removals of equipment
 - Develop repair estimates
 - Initiating warranty repair and/or return actions
 - Train operator personnel on equipment use, maintenance, and programming
 - Perform Annual PMI in accordance with manufacturer's specs on the different supported systems.
- 2.3.4 Unless otherwise agreed, all the materials furnished by the Contractor shall be genuine, new and must have the same item nomenclature, manufacturer and model/part number as the original equipment references.
- 2.3.5 Only the COTR or the Agency Centralised Service Desk can notify in writing the Contractor who shall perform required services to restore a system in scope of this SOW.

2.4 Background and Work Site Information

The NATO site where the maintenance must be provided are situated as follows:

- SHAPE, Belgium

2.5 Contractor Personnel

- 2.5.1 Technical Certification: The Contractor shall ensure that field service technicians possess the relevant and necessary specialised training on servicing equipment prior to the execution of the contract.
- 2.5.2 The Contractor shall ensure employed technicians have technical information and training on equipment and systems listed in "Systems to be supported".

- 2.5.3 The Contractor shall provide engineering and programming staff with provable extensive knowledge of AMX, Creston, Extron, Televic, RGB Spectrum, Spinetix, BIAMP and Barco technologies.

3 GENERAL INFORMATION

3.1 Physical Security – Security Clearance

Within the context of the contract, the Contractor will be exposed to various NATO security levels: from NATO UNCLASSIFIED to NATO SECRET.

- 3.1.1 Contractor, Contractor personnel, Contractor Representatives and Team Leaders must possess and present valid proof of a nationally issued NATO security clearance to the minimum level of NATO SECRET.

- 3.1.2 Other Contractor personnel or Sub Contractors must possess and present valid proof of a nationally issued NATO current security clearance to the minimum level of NATO SECRET.

3.2 Employee Removal

- 3.2.1 The COTR, or Contracting Officer, may direct the Contractor to remove any employee from the performance of any service under this contract for reasons of security, unsafe practices or misconduct. When the Contractor is notified to remove the employee(s) from the premises, replacement shall be at the Contractor's expense and not chargeable to NATO.

3.3 Working hours

- 3.3.1 The Contractor shall have personnel available to perform the required duties described in this SOW during the SHAPE and NCI Agency core business hours, 0830 to 1700 hrs Monday to Thursday and 0830 to 1530 hrs on Friday.

- 3.3.2 Upon mutual agreement, the contractor may perform work outside business hours.

3.4 Vehicle(s)

- 3.4.1 All Contractor vehicles must be registered in the Installation Access Control System (IACS). The COTR shall provide guidance on registering vehicles, as required.

- 3.4.2 The Contractor shall provide all necessary transportation to perform all the maintenance and service activities described in the scope of this SoW.

3.5 Safety and Health

- 3.5.1 Compliance with the Occupational Safety and Health Act (OSHA) and other applicable local laws and regulations for the protection of employees is exclusively the obligation of the Contractor.

- 3.5.2 The Contractor will be given an annual local safety brief about the work in any location under the terms of this contract. The Contractor will be re-briefed if the safety conditions change within the designated work areas.

3.6 Conservation of Utilities

- 3.6.1 During contractual activities, it is the Contractor's responsibility to protect existing infrastructure facilities against damage.
- 3.6.2 The Contractor shall undertake to refund any expenses incurred in affecting repair of any damage caused by the Contractor personnel to the facilities. The Contractor's responsibility shall not be limited to the time when work takes place, but shall remain afterward for any damage caused by incorrect execution of the requested work.
- 3.6.3 It is the Contractor's responsibility to keep the work area clean at all times, to protect the equipment underwork during contractual activities, and to restore any parts which have been damaged as a result of negligence.
- 3.6.4 After termination of any work, the Contractor will leave behind a clean working environment. Failure to remove Contractor debris and waste materials within 3 working days after work completion, and a notification by the COTR, will result in a cleaning operation at the Contractor's expense.

4 TECHNICIAN AVAILABILITY AND MAINTENANCE RESPONSE

The technician availability and response times will vary depending on the nature of the required support.

- 4.1.1 If during Corrective Maintenance/Incident intervention, it is deemed beneficial by the Contractor and NCI Agency CSU that work should continue past core business hours (ref. 3.3), then this shall be mutually agreed and executed at no additional cost.
- 4.1.2 The official SHAPE holiday schedule will be provided to the Contractor upon request. No planned Preventive Maintenance activity should be planned during those period, unless agreed upon by the COTR.

4.2 Planned/Unplanned interventions

- 4.2.1 The Contractor shall provide twelve (12) fixed price unscheduled interventions guarantees per year
- 4.2.2 Where the Contractor acknowledges incident notification before 1300 hrs of any business day, the Contractor shall provide the following intervention response times:
 - Single system affected = three business day response
 - Two or more system affected = next business day
 - Room H202 or H219 affected = next business day

- 4.2.3 The Contactor shall provide twelve (12) fixed price VIP interventions (full day - core business hours only) per year on-site support. These events have such high status participants and high visibility that a failure due to AV must be minimised and guarded against.
 - 4.2.4 The Contractor shall ensure on-site engineers are fully familiar with the VIP systems before they are assigned to VIP support duties, and that they possess a minimum NATO SECRET security clearance, or that they can be escorted by a contractor staff who possess a minimum NATO SECRET security clearance.
 - 4.2.5 The holder of NATO SECRET security clearance is not authorised to escort more than 3 people.
 - 4.2.6 NCI Agency CSU and/or ECC CSS will provide the required VIP support dates to the Contractor a minimum ten (10) working days in advance of the required support dates. If short notice requests were received inside the minimum advance notification timeframe, then the Contractor will provide VIP support on a best effort basis.
 - 4.2.7 The Contractor shall provide six (6) fixed price days per year dedicated to software coding/programming, bug fixing and firmware upgrades.
 - 4.2.8 The Contractor shall provide four (4) training days per year where on-site training will be given to NCI Agency CSU and ECC CSS staff. The expected level of training is foreseen to be Basic System User Training (level 0), Super User System Training (level 1) and Basic Technical Training (level 1-2). The exact content of each proposed training event will be discussed and validated with the Contractor before execution with a month notice.
- 4.3 Preventive Maintenance.
- 4.3.1 The Contractor will carry out preventative maintenance activities.
 - 4.3.2 This preventative maintenance will be scheduled in coordination between the Contractor and COTR. In principle, preventative maintenances are to occur during core business hours (ref. 3.3).
- 4.4 Corrective Maintenance
- 4.4.1 Repairs will be undertaken by the Contractor.
 - 4.4.2 The Contractor will take custody of the failed device and within 5 working days, provide a repaired device, or where repair is not possible, provide a replacement device quotation.
- 4.5 Maintenance Response
- 4.5.1 For routine and unscheduled maintenance in response to incidents, the Contractor will provide a dedicated Help Desk/Point of Contact email address.
 - 4.5.2 The Contractor is to acknowledge any request for intervention by Next Business Day, allocate a unique trouble ticket reference and provide on-site skilled/engineering support (ref. 4.2.2).
 - 4.5.3 For emergency and, unscheduled maintenance in response to incidents, the Contractor will provide the same dedicated Help Desk/Point of Contact as in paragraph 4.5.1.

4.5.4 The Contractor will acknowledge the request for intervention within 3 working hours, allocate a unique trouble ticket reference and provide on-site engineering support on the Next Business Day.

4.6 Post Maintenance Report

4.6.1 After each maintenance activity, preventative or corrective intervention (routine or emergency type), the Contractor will provide a written Post Maintenance Report, which will include:

- The maintenance Unique Reference Number
- The name of the responsible service engineer
- The nature of the maintenance
- The issues identified and resolved
- Any follow up actions required

4.7 Enhancement projects – On-demand refurbishment

4.7.1 The Contractor will be consulted to provide guidance and recommendations for enhancement projects and on-demand refurbishment requests on the AV Systems in scope of this statement of work. When such consultation is required, the Contractor will provide fully costed quotations for the agreed scope of work within 20 working days of receipt of the request.

4.7.2 Each quotation provided by the Contractor shall be valid for 3 months and clearly state when the various calls for funds are to be met by the NCI Agency, especially if any pre-financing were required.

4.7.3 Upon receipt of a request from the COTR to proceed with execution of a quotation, the contractor shall issue an updated timetable of the milestones related to the project.

4.7.4 Once a project delivered, the Systems to be supported shall be updated at no additional cost for the on-going year.

5 MATERIAL AND EQUIPMENT

All materials and pieces of equipment are to be installed in strict conformity with the manufacturer's specifications. The Contractor shall supply all the necessary tools, transportation, and manpower to perform the duties.

5.1 Overarching supporting guidance

5.1.1 Every support activity is to aim at maintaining or recovering in the shortest timeframe the availability of the systems in scope of this SoW.

5.2 Controlled Equipment

5.2.1 When taking material off site (for repair) the Contractor shall use a Documentation Hand Receipt to sign for all NATO-owned AV equipment received from a customer.

5.3 Location for Repairs

5.3.1 The Contractor shall perform all repairs and maintenance at their nearest repair facility. Anyhow, the Contractor is responsible for all travel arrangements in order to execute those repairs.

5.4 Receipt of Equipment

5.4.1 Both the COTR and the Contractor shall sign a Hand Receipt document prepared by the Contractor for all NATO-owned equipment placed in their custody. The form shall reflect the make, model, serial number and brief description of the equipment and shall include the printed and signed name of the Contractor's representative.

5.4.2 The Contractor will produce a unique Incident Ticket for each piece of equipment returned for maintenance. The Incident Ticket will include serial number of equipment, reason for maintenance, date of arrival in Contractor's possession and estimated date of return to customer. The Incident Ticket can be provided either manually or electronically.

5.5 Technical documentations and training

5.5.1 The Contractor shall produce "as built drawing/diagrams" after the delivery of any new or upgraded system infrastructure.

5.5.2 As part of new requirement (ref 2.2.5), the Contractor shall demonstrate understanding of the customer's requirement by producing a "Functional System Description" (FSD). The FSD shall include as a minimum

- A bill of material,
- A proposed system diagram,
- A technical system description.

5.5.3 The Contractor shall have and maintain technical/service manuals available for every system associated with this contract.

5.5.4 The contractor shall create/maintain a baseline of equipment (at least an inventory) composing each system in scope of this statement of work.

5.5.5 As a permanent duty, the contractor shall maintain a hand-over documentation of all the supported systems (configuration management). At least once a year, and within a one months' notice a review of this hand-over documentation shall be shared in a digital common readable format and presented to the COTR during a dedicated meeting.

5.6 Maintenance Services

5.6.1 Maintenance services shall include routine maintenance, troubleshooting, adjustment, debugging, alignment, repair, replacement of parts and components in an effort to ensure performance is equal to or exceeds the OEM specifications.

5.7 Other services

5.7.1 Others Services are defined as installation and/or removal of pieces of equipment that composed the systems to be supported by this SOW.

5.7.2 Travel cost in order to perform installation and removal of any equipment in scope of this SOW shall incur no additional cost.

5.8 Performance Check

5.8.1 All other services and maintenance-related activities requiring installation of equipment shall include a complete performance check of the impacted system.

5.9 Contract Services Review Meetings

5.9.1 The Contractor will attend twice a year, a Contract Services Review Meeting.

5.9.2 The period of the Service Review Meeting will be 6 months.

5.9.3 By default, the meeting will be held in person, or virtually upon mutual Contractor/CSU Mons agreement.

6 SECURITY REQUIREMENTS

6.1 Security Requirements:

6.1.1 The Contractor shall comply with all NATO regulatory and force protection security requirements.

6.1.2 The Contractor will ensure employees wear Contractor clearly-visible identification badges at all times.

6.2 Physical Security

6.2.1 The Contractor shall be responsible for safeguarding all NATO property provided for Contractor use.

6.2.2 At the close of each duty day, NATO equipment and material if any in the Contractor facility/work shop/area shall be secured.

7 CONTRACTOR FURNISHED ITEMS AND SERVICES

All parts, serviceable/unserviceable, removed from any NATO assets remain the property of NATO, unless decided differently by the COTR in writing.

7.1 Forward Stock

7.1.1 The Contractor shall utilise Mons spare parts stock for preventive and minor corrective maintenance, as recommended by the original equipment manufacturer, sufficient to meet restorable times, in accordance with the contract.

7.1.2 List of items included in Mons spare parts stock is available in Annex B "Inventory of Mons spare parts".

7.1.3 The Contractor will review Mons spare parts stock levels at least annually and make recommendation with regards to new materials required or materials approaching obsolescence.

7.1.4 If there is a requirement for parts not available in the spares pool, then the cost of obtaining the additional material must first be approved by NCI Agency before execution/installation.

7.1.5 In case of major equipment failure, the COTR reserves the right to procure materials from a third party vendor if the Contractor cannot supply the required materials within an acceptable timeline or cost. In these circumstances, the third party provided material is considered to be maintained as part of the current contract and the Contractor is to update Annex A accordingly.

ANNEX A. SYSTEMS TO BE SUPPORTED

The rooms and systems to be supported are collectively known as the Eisenhower Conference Centre (ECC) plus the Director Management Conference Room (F225). Additionally, there are 3 small size conference facilities located in building 104, locally known as ACTSEE, which are also in the scope of this maintenance. A high-level description of each room and the equipment within to be supported, is provided hereafter:

H202 (ECC) – a dual domain VTC capable, large conference room equipped for 54 delegates with a dedicated lectern briefing position. Room has a multitude of HD SDI cameras, including 2 PTZ and 6 Static. The room has 3 language translation booths. Room technology is built around a Televic discussion systems, Poly endpoints and RGB Spectrum for video distribution.

Brand	Device	Quantity	Part Number (where visible)
AMX	Touch Panel MTX-1001, (TS 1-600-932-6993)	1	FG5968-47
Televic	Delegate Unit with microphones CONFIDEA_DI	55	1.98.0503
NEC	Monitors 40"	20	401S
Artur Holm	Elevating monitors - Arthur Holm	4	
Aladdin	Televic Infrared RAD2513L1159	2	71.98.0222
SDVISION	Camera SDVISION	6	FCB-EV 7500 HD
Panasonic	Cameras	2	
Televic (ALADDIN)	Digital Infrared transmitter, T813KDF48 T8	2	71.98.0213

H202 TECH ROOM

Brand	Device	Quantity	Part Number (where visible)
Neovo	Monitor 22 " RX 22	2	RX-22A011E0100
Televic	Conference APO 5500/9 , Analog Output Panel for translators	2	
RGB Spectrum	RGB Spectrum	1	
AMX	DX Link HDMI RX	4	PG-1010-500
Televic (ALADDIN)	Digital Infrared transmitter, T813KDF48 T8	1	71.98.0213
AMX	NetLink power management	1	
HP-200	Spinetix HMP-200	1	800.606.6969
AMX	DX Link Multi format TX	1	PG-1010-310
Kramer	4K HDMI 2.1 Distribution Amplifier	1	VM 4H2
Extron	DVI DA Series	1	
Extron	SW4 USB PlusUSB Switcher	1	
Extron	SW2 DVI Plus Series DVI Distribution Amplifier	1	

H208 (ECC) – A physically small space but equipped for 29 delegate positions. The room has one translation booth, 2 large format (75") wall mounted displays and 12 in-desk integrated delegate monitors. It has 3 PTZ and 3 Static HD SDI Cameras and offers dual domain VTC capability. Room technology is built around Televic discussion systems with standard HDMI video distribution, and Poly endpoints.

NATO UNCLASSIFIED

Brand	Device	Quantity	Part Number (where visible)
Phillips	Monitor model 75" 75BDL3550Q	2	516228
Neovo	Monitor 32 "	2	
AMX	Touch Panel model MXT 1001	1	FG5969-47
Neovo	Monitor RX 22	12	RX220HD0200085
Televic	Delegate Unit with microphones CONFIDEA_DI	24	1.98.0503
SPINETIX HP-200	Monitors + Spinetix HMP 200	2+2	800.606.6969
VADDIO	Camera	5	HD PTZ Roboshot 30

H208 TECH ROOM

Brand	Device	Quantity	Part Number (where visible)
Neovo	Monitor 22 "	4	RX-22A011E0100
Televic	Televic conference APO 5500/9, Analog Output Panel for translators	3	
Televic (ALADDIN)	Digital Infrared transmitter, T813KDF48 T8	1	71.98.0213
AMX	NetLink power management	1	1-800-923-6993
NXA	NXA-PDU-15088-8 (Power Distribution Unit)	1	
Extron	SW4 USB PlusUSB Switcher	2	
Televic	Power unit	1	
Kramer	USB Transmitter VA-1 USB-T	1	1947-AA-117
Extron	DVI DA Series	1	60-886-02
Extron	SW2 DVI Plus Series DVI Distribution Amplifier	1	

H217 (ECC) – small/medium sized, dual domain VTC conference room equipped for 17 delegate position plus a lectern. The room has one translation booth and a single rear projection system. Once again Poly end points are used together with a Televic discussion system.

Brand	Device	Quantity	Part Number (where visible)
Creston	Touch Panel - TouchScreen TS-1070 GV-B-S	3	
Artur Holm	Monitor 22"	3	1045254
Televic	televic modul with microphones CONFIDEA_DI	33	1.98.0503
SONY	Cameras VADDIO, ROBOSHOT 12 PTZ Network Camera	3	999-9940-001 (silver/black)
SDVISION	Camera SDVISION	1	FCB-EV 7500 HD
SPINETIX HP-200	Monitors 40" + Spinetix HMP 200	1	Part No. 800.606.6969
TELEVIC	Translator	2	71.4.5044

H217 TECH ROOM (AND H216 TRANSLATION BOOTH)

Brand	Device	Quantity	Part Number (where visible)
Neovo	Monitor 22 "	3	RX-22A011E0100 Location H-216
Neovo	Monitor 22 "	4	RX-22A011E0100 Location H-217 TR
Televic	Conference APO 5500/9, Analog Output Panel for translators	2	
Televic	Conference APO 5500/9, Analog Output Panel for translators	2	

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Televic	Conference, 2C5S, ID 5500/9, Analog Output Panel for translators	2	1.95.5146 Location H-216
Televic	Conference, 2C5S, ID 5500/9, Analog Output Panel for translators	2	1.95.5146 Location H-217 TR
Extron	USB Switcher SW 4	1	60-954-02
Extron	DVI DA Series	1	
Extron	SW2 - DVI PLUS	1	60-952-02
Televic	Power module	1	
Televic (ALADDIN)	Digital Infrared transmitter (Panel mounted in Rack)	1	
Televic (ALADDIN)	Digital Infrared transmitter, T813KDF48 T8	2	71.98.0213
SPINETIX HP-200	Monitors 40" + Spinetix HMP 200	1	800.606.6969 Location H-217 TR
Kramer	Megatools	1	
Bosch	Type LBB 502/04, WK 0525 (A/V device) inside podium not connected		
VADDIO	Camera HD PTZ Roboshot 30E	2	
SDVISION	Camera	1	FCB-EV 7500 HD
VADDIO	Camera Roboshot QCCU system	1	Part No. 999-991-001
AMX	Touch Panel MTX-1001	1	FG-5968-47

H218 (ECC) – a large, dual domain VTC conference room for 33 delegates plus lectern and two translation booths. Room technology is built around a Televic discussion system, Poly endpoints and NDI AV over IP for video distribution. This room also has 3 Arthur Holm pop-up displays in the furniture.

Brand	Device	Quantity	Part Number (where visible)
Televic (ALADDIN)	Digital Infrared transmitter, T813KDF48 T8	1	71.98.0222
Speaker	Model EV	5	
Neovo	monitor RX-22	1	Part No. RX22A011E0100
Barco	Projector F-80	1	R90059481
Albert Holm	Monitor AH 22 X2166Av3 in metal case	3	
Creston	Touch Panel M201923006	1	SKU:TS-100-GV-B-S
Televic	Delegate Module with microphone (CONFIDEA) F_D	33	71.98.0503
SPINETIX HP-200	Monitors 40" + Spinetix HMP 200	2	800.606.6969
SDVISION	Camera	1	FCB-EV 7500 HD
Panasonic	Camera 4K Integrated model AW-UE80-WE (DVQL 1663WA)	4	1588-8452

H218 TECH ROOM

Brand	Device	Quantity	Part Number (where visible)
Creston	Touch Panel - M201923066, TS-1070 GV-B-S	1	651033
Neovo	Monitor 22 industrial with metal case model RX-22	2	RX22A011E0100
Televic	Conference APO 5500/9 , Analog Output Panel	2	

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Extron	For RJ 45	2	
KiloView	KiloView N-40-4K HDMI to NDI Enc/Dec	1	EAN 6970631322144
Televic (ALADDIN)	Digital Infrared transmitter, T813KDF48 T8	1	71.98.0213
Lab Gruppen	Amplifier- e.series 8:2	1	QSG-ES
Cisco	Switch SG -350-10, KGV05	1	74.104280-05 C0
NETGEAR (AV line)	M 4250-40GF-PoE 8xSFP Managed Switch	1	
NETGEAR (AV line)	GSM 4248P, Network Switch, 40-Port Gig PoE	1	800.606.6969
Cisco	Switch SG -550-X-48 MP	1	71.103092-08 C0
TELEVIC	Conference Lingua ID (with microhones)	2	71.98.2100
	HDMI N4 for NDI	3	
Televic	Power module Plixus AER	1	71.98.2902

H219 (ECC) – a large auditorium style, dual domain VTC conference room with 3 translation booths. The room is equipped for 101 delegates plus lectern briefing point and 6 Arthur Holm pop-up monitors in the furniture. It has a High-end Barco laser projection with matching DNP Screen. The room technology is built around a Televic discussion system, Poly endpoints and RBG Spectrum for video distribution.

Brand	Device	Quantity	Part Number (where visible)
Televic	Delegate Unit with microphones CONFIDEA_DI	98	Part No. 1.98.0503
Vadio	Cameras HD PTZ Roboshot 10, White	4	
Vadio	Cameras HD PTZ Roboshot 30, Black	3	998-9900-000
SDVISION	Camera	3	FCB-EV 7500 HD
Artur Holm	Monitor AH 22 X2166Av3 in metal case	6	
SPINETIX HP-200	Monitors 40" + Spinetix HMP 200	2+2	800.606.6969
DNP	Supernova Infinity Screen 5.6 x 3.1 M	1	
NEC	Monitor 40" X401S	4	
AMX	MXT-1001	1	FG 5968-47
DNP	Supernova Infinity 5.6 x 3.15M	1	

H219 TECH ROOM

Brand	Device	Quantity	Part Number (where visible)
AMX	DX LINK RX	5	PG-1010-500
AMX	Multi Format TX	1	PG-1010-310
Extron	DVI DA Series	1	
Extron	SW4 USB PlusUSB Switcher	1	
Extron	SW2 DVI Plus Series DVI Distribution Amplifier	1	
Televic (ALADDIN)	Digital Infrared transmitter, T813KDF48 T8	1	71.98.0213
RGB Spectrum	Matrix 32x32	1	
Barco	Projector UDM-4K15BB59:D113	1	
RGB Spectrum	QuadView HD	1	310 9144 05
AMX	Power Distribution Unit	2	

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H220 (ECC) – A medium/large dual domain VTC conference room with 49 delegate units plus lectern. This room has no translation facility, but translation booths from other ECC rooms can be linked for translation services. In-room laser projection with 25 integrated desk monitors. Room technology is built around a Televic discussion system, Poly endpoints and RGB spectrum video distribution

Brand	Device	Quantity	Part Number (where visible)
Neovo	Monitor 22 "	25	RX-22A011E0100
Televic	Delegate Unit with microphones CONFIDEA_DI	51	
Barco	Projector	1	PGWU-62L
Vadio	Camera 1 CAM PTZ	3	
SDVISION	Camera	3	FCB-EV 7500 HD
DNP	Supernova Infinity 3.75 x 2.1M	1	
SPINETIX HP-200	Monitors 40" + Spinetix HMP 200	2	800.606.6969
AMX	Touch Panel MTX 1001	1	FG-5968-47

H220 TECH ROOM

Brand	Device	Quantity	Part Number (where visible)
Raritan	Power Supply unit	1	
NetLinK	Power management	2	NXA-PDU-1508-8
RGB Spectrum	Linx 3400 Prime	1	LX34/S
AMX	DX LINK HDMI RX	5	PG-1010-500
RGB Spectrum	RGB QUADVIEW HDX	1	350-9066-01 v1.3
AMX	DX LINK DX RX 4K	1	FG-1010-510-QJEKF1
Extron	DVI DA Series	1	60-886-02
Extron	SW4 USB PlusUSB Switcher	1	60-954-02
Extron	SW2 DVI Plus Series DVI Distribution Amplifier	1	60-952-02
Televic	Digital Infrared Transmitter	1	
Televic	Power unit - PDU	1	

H205 TECHNICAL ROOM - Each room described above has its own local technical room (TR) and all are linked to the main equipment room in H205, where the majority of system hardware is installed. Here, we have the codecs for both domains, the main AV Video matrix, camera routing and distribution, AV control processors, microphone management, language distribution, audio power amplifiers, audio matrix and DSP's.

Brand	Device	Quantity	Part Number (where visible)
AMX (Harman)	Matrix Enova DGX-6400-ENC	1	FG 1061 64
CISCO	Catalyst Switch 2960	3	74 102274 06 A0
Micro Tik	Cloud Router Switch	4	5226-24G-25-RM
Black Magic	Smart Video Hub	2	9570478
AMX / NX	NX-3200	7	FG-2106-03
Vaddio	Universal CCU	13	998-1105042
Avenue	Signal Infrar red System	2	

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Televic	CPU 5500	6	71.64.5044
Lab Gruppen	E Series 8:2	5	QSG-ES
TacSam	DV RAI000 HD recorder	1	TA14140

Brands in use: Poly = endpoints, AMX = AV routing and control, BIAMP = DSP, Extron = Audio Matrix, Black Magic and Ensemble Designs = camera routing, Televic = Discussion and Translation.

F225 (DOM) – a single VTC domain, executive level, highly integrated conference table in a room configured for 22 active participants, with in-room laser projection. The table features a motorised pop-up centre section with integrated cameras and loudspeakers. The table features 10 built-in monitors under a glass surface for optimum viewing experience. The room technology is built around Crestron for video distribution and Black Magic Designs for camera routing. This room is a standalone facility and is NOT connected to the ECC H205 Main Equipment Room.

Brand	Device	Quantity	Part Number (where visible)
Barco	PROJECTOR	1	
Crestron	DM-RMC-4K-SCALER-C	1	
Crestron	DM-TX-200-C-2G	1	
Sennheiser	MZH3040 + ME34	1	
Crestron	DM-RMC-4K-100-C	1	
Sennheiser	Speaker MZ S31	1	
Samsung	Monitor	11	
Crestron	DM-TX-201-C	1	
VSS	Camera VSC 2015HD	10	
Crestron	HD-DA8-4K-E	1	
Crestron	HD-DA4-4K-E	1	
AMINA	AIW350ES200	2	
Beyer Dynamic	BM32W Microphone	10	
CISCO	RV 130W	1	
Black Magic Design	DM028 SDI/Analogue	1	
BIAMP	EX-AEC 4 CH INPUT CARD	1	
TP-LINK	TL-POE150S Injector	1	
Crestron	DMPS3 -300-C	1	
BIAMP	TESIRAFORTE TI-AVB	1	
AMINA	APU2 Power Controller	1	
Ubiquiti	PoE -48-24W	4	
Black Magic Design	BM35 Smart Video Hub Clean Switch	1	
Sollae Systems	CSE-H55N Ethernet Convertor	3	
Yamaha	YST-FSW050 Subwoofer	1	
Crestron	TSW-1052-B-S Touch Panel	1	

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Building 104 (ACTSEE) – Mons Conference Room.

Small conference room with Poly video system maintained under a separate agreement. AV assets be supported, integrated into a small 19” cabinet under the table, are limited to.

Brand	Device	Quantity	Part Number (where visible)
AMX	Touch Panel MTX-1000	1	FG-5968-03
KRAMER	VM 400 HDCP XL	1	
Lab Gruppen	E series 8 :2 Amplifier	1	QSG-ES
AMX	NET LINX NI-2100	1	FG2105-04
EV	Wall mounted Speakers	2	

Building 104 (ACTSEE) – Namur Conference Room.

Identical set up to Mons Conference room in terms of VTC and AV support requirements.

Brand	Device	Quantity	Part Number (where visible)
AMX	Touch Panel MTX-1001	1	FG-5968-47
KRAMER	VM 400 HDCP XL	1	
Lab Gruppen	E series 8 :2	1	QSG-ES
AMX	NET LINX NI-2100	1	FG2105-04
EV	Wall mounted speakers	2	

Building 104 (ACTSEE) – Waterloo Conference Room.

Marginally bigger conference room but with almost identical VTC and AV support agreements as Mons and Namur.

Brand	Device	Quantity	Part Number (where visible)
AMX	Touch Panel MTX-1000	1	FG-5968-03
KRAMER	VM 400 HDCP XL	1	
Lab Gruppen	E series 8 :2	1	QSG-ES
AMX	NET LINX NI-2100	1	FG2105-04

ANNEX B. INVENTORY OF MONS SPARE PARTS ON SITE

Located in secure storage above room H219, the following materials are available for immediate use during all maintenance activities to be carried out by the contractor. Unless deemed necessary by the contractor, no replenishment of this list is foreseen.

#	Brand	Device	Quantity	Part Number (where visible)
1	Samsung	TV 4K- 43"	1	
2	NEC	Projector PA500U	1	
3	MT	Projector MT - 1075	1	
4	MT	Projector MT - 1076	1	
5	NEOVO	Monitor 22"	1	RX 22 0011E0100
6	TELEVIC	Microphones complete D - MIC 40 SL	78	
7	TELEVIC	Microphones (foam missing) D - MIC 40 SL	55	
8	BARCO	Module BME K HDX ELCA BOX	1	
9	BARCO	Module PCN 5 HDX	1	
10	BARCO	Module GUN TAURO LPS, POWER COOLER	1	
11	BARCO	Module BME K G UN OMER SPG MOD	1	
12	EXTRON	DTP-HDMI 230 TX	3	
13	KRAMER	Megatool USB RECEIVER model VA-1 USB- R	1	
14	BARCO	Module BME K HDX-MTR CTR	1	
15	VADDIO	Camera Universal CCU HD-22/HD 30 CAT 5	2	
16	Lab Grubben	Lab Grubben E series E 8:2	2	
17	KRAMER	VM-2HXL 1:2 HDMI Distributor S/N 062010169400096	1	
18	AMX	Touch Panel MTX-1000	1	FG-5968-03
19	AMX	DX link Rx 4K	2	FG-1010-510- QIEKF1
20	AMX	DX link HDMI Rx	4	PG-1010-500
21	AMX	DX link Multi Format Tx	3	PG-1010-310
22	KRAMER	Kramer tools PC/HD Scaler VP-420	3	
23	TELEVIC	TCS 5500 Power Supply	1	
24		Interpreter Unit conference system	3	
25	AMX	Power Unit PSR7 AMX-FG-423-49-EK	2	
26		Module LX3 DO	2	
27	RGB Spectrum	LX 18 DI	2	
28	TELEVIC	TC 5500 SPL 5525 Digital Splitter	3	
29		HDMI Output receiver Model UHBX-R-PD	1	
30	EXTRON	DVI DA Serious	3	60-886-02
31	BIAMP	Audia Flex AEC 2HD CK	6	
32	AMX	Touch Panel MT-1002	1	FQ-5969-47
33		Mini converter HDTV , Converter Video serial to component	2	
34	AMX NX	NX 3200 controller	1	FG 2106-03
35	ENOVA	DGX AIE Board 1:16	1	
36	ENOVA	DGX input/output Board and end point DGX-0- DLX	1	
37	ENOVA	Module DGX - I - HDMI Multiplexer Video/Audio	1	

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#	Brand	Device	Quantity	Part Number (where visible)
38	ENOVA	Module DGX - I FXL 4K Multiplexer Video/Audio 4 in 1 out	1	
39	ENOVA	DGX I HDMI module	1	
40	ENOVA	DGX I DXL module	1	
41	ENOVA	DGX 0 HDMI module	1	
42	ENOVA	DGX 0 HDMI 4K 60 Multiplexer Video	1	
43	ENOVA	DGX 4K Dx Link output multiplexer 4 channels	1	
44	NEOVO	Monitor 21.5 RX-22 E Black display	3	
45	NEX	Monitor P404 40"	1	
46	TELEVIC	Conference 1.9.0503 F-DI (spare for conference)	1	
47	AMX	NetLinx NI-2100	1	FG2105-04
48	Audia Flex	multiplexer chassis audio 24 channels	1	
49	TELEVIC	Headphones TEL stereo D-MIC 40-SL	34	
50	CISCO	Switch 3200 model 2811	4	
51	VADDIO	Cams From H-220 , Roboshot 30 E HDBT cam WTH	2	998-99630-100W
52	PowerView	Cam HD-22 PTZ	2	998-6960-000
53	VADDIO	Universal CCU HD-22/HD 30 Cat 5	3	
54	VADDIO	Power supply 48 V VDC 1.36 Audio I/O	2	
55	VADDIO	One Link Bridge , power supply 48 VDC	1	998-9595-000
56	TELEVIC	TCS 5500 ID 5500 conference interpreter desk	4	
57	VADDIO	Camera, PowerView HD-22 PTZ	3	998-6960-000

ANNEX C. PRICED CATALOGUE OF ITEMS

The contractor is requested to provide the prices for materials that will be potentially procured during the lifetime of this contract. The list below of items possibly in scope can be extended upon contractor's initiative before tenders are submitted.

The prices provided shall be without Value Added Tax (VAT/TVA) and the Contractor is permitted to adjust his pricing on a yearly basis in line with **NCIA Agency price indexing regulations.**

When providing prices (in Euro) against each of the below listed materials, the contractor is requested to provide two prices:

1. for TEMPEST Level C (NATO SDIP 27 compliant) materials
2. for "out the box" no TEMPEST certification materials.

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#	Brand	Model	Description	Part Number	Price with TEMPEST C	Price OTB
1	AGNeovo	TM-23	23-Inch 1080p Touch Screen Monitor	TM23		
2	Arthur Holm	DynamicX2	21.5" retractable screen	AH22DX216GA		
3	Arthur Holm	ERT-30	ERT Interface with 1 Ahnet Input	ERT-30		
4	Barco	UNI-0007 View	Unisee View 700 - 55" No-Gap Display	R9867700F		
5	Barco	UNI SMRTMNT Assembly	Unisee Smart Mount	R9867601		
6	Barco	UNI SMRTMNT Wall Crosses	Unisee Wall Crosses	R9867602		
7	Barco	UNI SMRTMNT Install Kit	Unisee Install Kit	R9867740		
8	Barco	WME-50	Wall Manager Edge	R985016F		
9	Blackbox	Defender - HDMI, CAC	Secure KVM Peripheral Defender - HDMI, CAC	KVS4-8001HX		
10	Blackmagic	Smart Videohub CleanSwitch 12x12	12x12 SDI Clean Switch	CleanSwitch 12x12		
11	Blackmagic	Teranex Mini - SDI to HDMI 8K HDR	SDI to HDMI Converter	CONVN8TRM/AA/SDIH		
12	Extron	NAVigator	Entry Level Version for 16 Endpoints	60-1534-01		
13	Extron	LinkLicense	NAVigator 48 Endpoints Upgrade	79-2551-02		
14	Extron	LinkLicense	NAVigator 96 Endpoints Upgrade	79-2551-03		
15	Extron	LinkLicense	NAVigator 240 Endpoints Upgrade	79-2551-04		
16	Extron	LinkLicense	NAVigator 48 to 96 Endpoints Upgrade	79-2551-05		
17	Extron	LinkLicense	NAVigator 48 to 240 Endpoints Upgrade	79-2551-06		
18	Extron	LinkLicense	NAVigator 96 to 240 Endpoints Upgrade	79-2551-07		
19	Extron	NAV E 101	1G HDMI Encoder	60-1525-12		
20	Extron	NAV E 501	1G HDMI, Ethernet, USB Encoder	60-1525-01		
21	Extron	NAV E 511	1G Fiber HDMI, Ethernet, USB Encoder - Multimode	60-1958-05		
22	Extron	NAV E 511	1G Fiber HDMI, Ethernet, USB Encoder - Singlemode	60-1958-06		
23	Extron	NAV SD 101	1G HDMI Scaling Decoder	60-1525-14		

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#	Brand	Model	Description	Part Number	Price with TEMPEST C	Price OTB
24	Extron	NAV SD 501	1G HDMI, Ethernet, USB Scaling Decoder	60-1525-03		
25	Extron	NAV SD 511	1G Fiber HDMI, Eth., USB Scaling Decoder-Multimode	60-1958-07		
26	Extron	NAV SD 511	1G Fiber HDMI, Eth, USB Scaling Decoder-Singlemode	60-1958-08		
27	Extron	DMP 128 FlexPlus C AT	Dante Digital Matrix Processor w/ 12 AEC	60-1820-10		
28	Extron	NetPA U 1002-100V	Two Channel Dante Amp, 100 watts at 100 volts	60-1767-12		
29	Extron	NetPA U 1004-100V	Four Channel Dante Amp, 100 watts at 100 volts	60-1766-12		
30	Extron	NetPA U 2002 SB	Two Ch Bridgeable Output Dante Amp, 200/400 Watts	60-1757-01		
31	Extron	SF 26CT	6.5" 2-Way Ceiling Spkrs, 70/100V, Complete Pair	60-1310-03		
32	Extron	SF 26CT LP	6.5" LowProfile 2-Way Ceiling Spkrs, Complete Pair	60-1881-03		
33	Extron	SF 26PT	6.5" Two-Way Pendant Speaker, Pair - White	60-1752-03		
34	Extron	SM 26T	Transformer - White, Pair	60-1308-13		
35	Extron	IPCP Pro 255Q xi	IPCP Pro xi Control Processor	60-1914-01		
36	Extron	IPCP Pro 255Q xi	IPCP Pro xi Control Proc., LL UI Upgrade	60-1914-01A		
37	Extron	IPCP Pro 355DRQ xi	IPCP Pro xi Control Processor, DIN Rail	60-1915-01		
38	Extron	IPCP Pro 355DRQ xi	IPCP Pro xi Control Proc., DIN Rail, LL UI Upgrade	60-1915-01A		
39	Extron	IPCP Pro 360Q xi	IPCP Pro xi Control Processor	60-1916-01		
40	Extron	IPCP Pro 360Q xi	IPCP Pro xi Control Proc., LL UI Upgrade	60-1916-01A		
41	Extron	IPCP Pro 555Q xi	IPCP Pro xi Control Proc., LL UI Upgrade	60-1917-01A		
42	Extron	UCS FTR 900 Kit	USB 5 Gbps Extender Kit	42-298-01		
43	Extron	IPL EXP PDU4H	Four IEC Outlets	60-1956-01		
44	Extron	DA2 HD 4K PLUS	Two Output 4K/60 HDMI DA	60-1607-01		
45	Extron	DA4 HD 4K PLUS	Four Output 4K/60 HDMI DA	60-1608-01		
46	Extron	DA6 HD 4K PLUS	Six Output 4K/60 HDMI DA	60-1609-01		
47	Extron	SW2 USB Pro	Two Input USB 10G Switcher	60-1833-01		

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#	Brand	Model	Description	Part Number	Price with TEMPEST C	Price OTB
48	Extron	SW4 USB Pro	Four Input USB 10G Switcher	60-1834-01		
49	Extron	USB-C HD 101	USB-C to HDMI Interface	60-1883-01		
50	Extron	MGP 641 xi	Four Windows, with HDMI Inputs	60-1574-11		
51	Extron	MGP 641 xi SDI	Four Windows, with HDMI and 12G-SDI Inputs	60-1574-12		
52	Extron	DTP3 R 201	4K/60 HDMI Rx - 330 feet (100 m)	60-1869-53		
53	Extron	SW2 HD 4K PLUS	Two Input 4K/60 HDMI Switcher	60-1603-01		
54	Extron	SW4 HD 4K PLUS	Four Input 4K/60 HDMI Switcher	60-1604-01		
55	Extron	SW6 HD 4K PLUS	Six Input 4K/60 HDMI Switcher	60-1605-01		
56	Extron	SW8 HD 4K PLUS	Eight Input 4K/60 HDMI Switcher	60-1606-01		
57	Extron	MediaPort 300	4K HDMI and Audio to USB Scaling Bridge	60-1873-01		
58	Extron	TLP Pro 1725TG NC	Black - Tabletop & VESA, No Camera	60-1792-12		
59	Extron	TLP Pro 1525TG NC	Black - Tabletop & VESA, No Camera	60-1790-12		
60	Extron	TLP Pro 1225TG NC	Black - Tabletop & VESA, No Camera	60-1788-12		
61	Extron	TLP Pro 1230WTG	Black - Tabletop	60-1668-02		
62	Extron	TLP Pro 1025T NC	Black - Tabletop, NC	60-1565-12		
63	Extron	PI 140	Single Port High Power Injector	60-1361-01		
64	Extron	TLI Pro 201	4K TouchLink Interface	60-1669-01		
65	Extron	OCS 100C	Ceiling Mount	60-1664-01		
66	Inogeni	HDMI 4K to USB 3.0 capture card	HDMI to USB Converter	4K2USB3		
67	NEC	NEC MultiSync M651	LCD 65" Message Large Format Display	60005061		
68	NEC	NEC MultiSync M551	LCD 55" Message Large Format Display	60005055		
69	NEC	NEC MultiSync M751	LCD 75" Message Large Format Display	60005064		
70	NEC	NEC MultiSync M861	LCD 86" Message Large Format Display	60005067		
71	Panasonic	AW-UE50	4K 25/30p PTZ Camera with 24x Optical Zoom	AW-UE50WEJ		

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#	Brand	Model	Description	Part Number	Price with TEMPEST C	Price OTB
72	Panasonic	AW-UE80	4K 50/60p PTZ Camera with 24x Optical Zoom	AW-UE80W		
73	Televic	Plixus AE-R	Plixus Audio Engine 2nd generation	71.98.2902		
74	Televic	Dante Audio Networking Card	Dante Audio Networking Card	71.98.2950		
75	Televic	Plixus AE-R PS	Plixus Audio Engine Recording Power Supply	71.98.2931		
76	Televic	Plixus Next	Plixus New Network Extender	71.98.2911		
77	Televic	CoCon Discussion	CoCon Discussion	71.98.1101		
78	Televic	CoCon Interpretation	CoCon Interpretation	71.98.1107		
79	Televic	CoCon Audio Routing	CoCon Audio Routing Software	71.98.1112		
80	Televic	Confidea FLEX	Configurable Conference Unit with Touch Screen	71.98.0131		
81	Televic	L-Language	L-LS - Language Selection	71.98.1403		
82	Televic	D-MIC30SL	D-Mic 30SL - Directional Microphone - 30 cm	71.98.0053		
83	Televic	TEL 152	Tel 152 Headset	71.04.0154		
84	Televic	Lingua ID	Lingua ID	71.98.2100		
85	Televic	Lingua T	Lingua Transmitter - 6 Channels	71.98.0215		
86	Televic	Lingua RAD H	Lingua Radiator	71.98.0220		
87	Televic	Lingua CHC	Lingua Charging Case	71.98.0235		
88	Televic	Lingua R	Lingua Receiver	71.98.0208		

ANNEX D. SYSTEM DRAWING AND FUNCTIONAL DESCRIPTION VALIDATION SCENARIO

Below is a fictitious project that the Contractor is invited to review, design, provide costing for and explain in the form of a Functional System Description.

Requirement Description:

- A full AV hardware upgrade is needed for a large conference room (11.0 x 8.5 metres)
- The conference table layout is “square” with a display island (8 displays) in the centre.
- The room shall support 32 active users (8 on each side), with one Dynamic Chair position and 31 delegates.
 - o The corner desks will share one delegate unit between 2 users positions.
 - o Each position will need access to a headset connector and an interpretation channel selector on the delegate unit.
- Additionally, there is space for 12 “back seaters” in listening mode only.
- These seats will need a headset/receiver combination to listen to floor and interpreted channels.
- The Contractor shall design a solution that offers the following:
 - o One wall mounted touch panel with
 - Full Room Control
 - VTC Functions
 - Live Source Preview
 - o One table top touch panel with
 - Full Room Control
 - VTC Functions
 - Live Source Preview
 - o Isolated AV LAN
 - No connectivity to other networks permitted
 - PoE where possible
 - o IP Audio/Video/Control distribution
 - o Sources that are individually selectable for each destination (Displays, VTC Contents input)
 - o One hardware VTC Codec for High Side Domain VTC
 - o 4 connection points, one on each side of the “square” table for VTC content injection and Low Side Domain BYOM connectivity
 - BYOM connectivity shall not utilise hardware VTC codec
 - o Galvanic/Optical isolation for all non-High Side devices
 - o Multi-PTZ camera set up
 - No “moving” picture between pre-set/camera switching

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- Adjacent to the conference room, one interpreter booth requiring 2 interpreter units with share video preview for active speaker and content.
- Adequate audio coverage (room is 3 meters high)
- Existing room furniture must be re-used and will be modified by the customer at their own expense, to fit the new hardware.
- All material used in the design can be COTS “out the box” with no need for TEMPEST devices in this scenario.
- To aid design, a picture of the Conference Room is included on the next page.

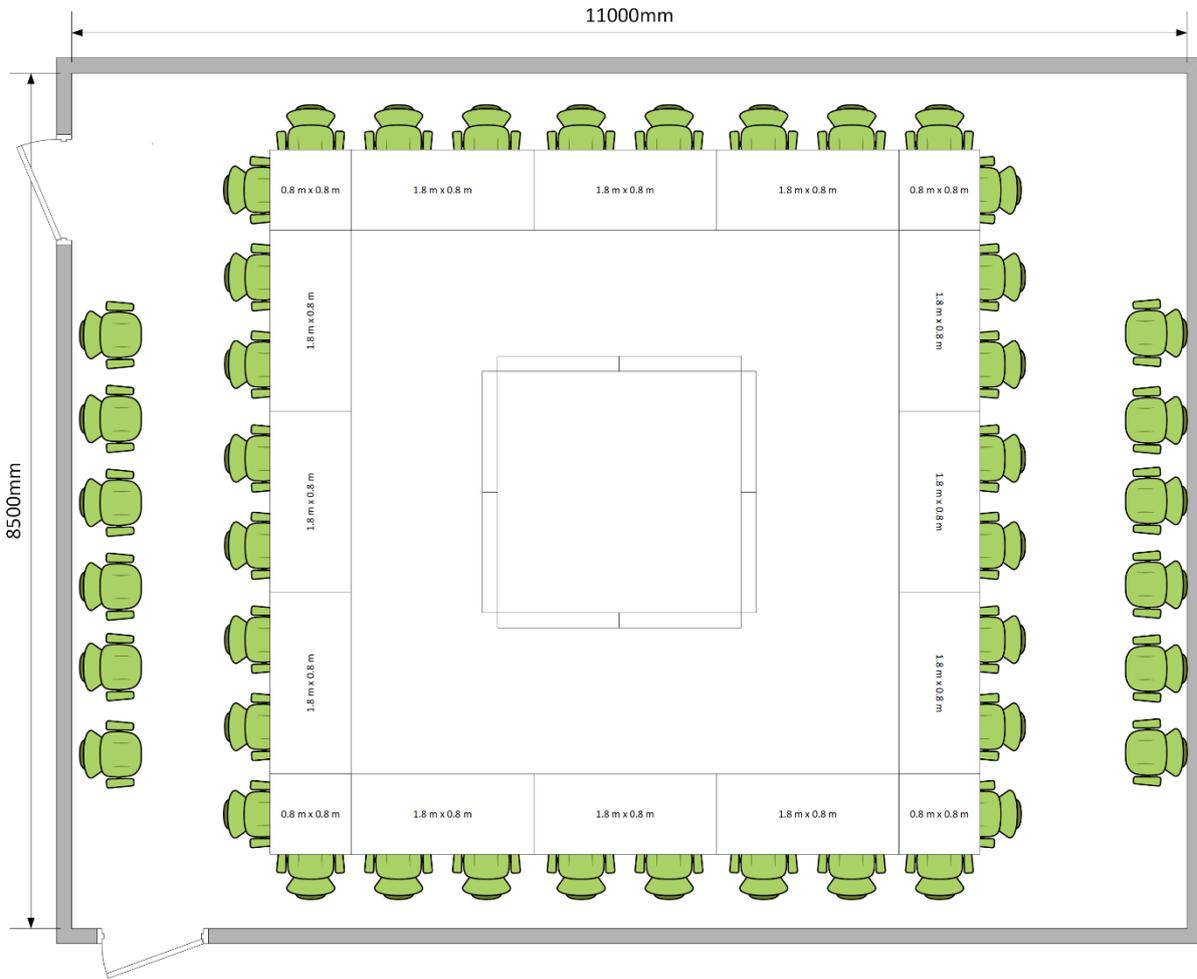
Based on the requirement here above, the contractor is required to provide:

a. Design Documents:

- The Bill of Materials and Services (to include Shipping, Installation and Commissioning costs).
- Line Diagrams for Audio, Video, Control and Power.
- Ceiling Speaker Placement diagram.
- Network Switch AVoverIP Port Utilisation overview.
- Functional System Description.

b. Hardware Reference:

- The Contractor shall utilise the items mentioned in Annex C as hardware reference for the project design.
- Any hardware that is essential for a working setup, but not listed at Annex C, shall be identified by the Contractor and included in the design.
 - Remark: all network switches shall be CISCO and all video-conferencing codecs shall be POLY.
- The Contractor shall include “Spec Sheets” for all components.



Conference room basic layout

ANNEX E. FINANCIAL DETAILS

See IFB-CO-115907-SHA Bidding Instructions

ANNEX F. BIDDER'S COMPLIANCE SHEET

Mandatory evidence of experience (ref. 2.5.3)	References¹
AMX	
Creston	
Extron	
Televic	
RGB Spectrum	
Spinetix	
BIAMP	
Barco technologies	

System drawing and functional description validation scenario (ref. Annex D)	
Design Documents:	YES <input type="checkbox"/> / NO ² <input type="checkbox"/>
Hardware Reference:	YES <input type="checkbox"/> / NO ² <input type="checkbox"/>

Costs (Euros)		Weight.
(D0) Initial fee	1	50%
(D9) Annual fee	1	
(D4) Unscheduled intervention	5	20%
(D8) Project support	50 hours	5%
(ORS) On-demand refurbishment scenario	1 scenario	35%

Updated_Cost = (D0 / 5 + D9)*50%+ D4 x 20% + D8 x 5% + ORS x 35%

Assuming administrative compliance, the winning bid is the one that has the lowest "Updated_Cost".

¹ if one "evidence" is missing, the tender will be rejected.

² If the answer is unclear or missing, the tender will be rejected.