



ALLIED JOINT FORCES COMMAND HEADQUARTERS BRUNSSUM
QUARTIER GÉNÉRAL DU COMMANDEMENT DES FORCES
INTERARMÉES INTERALLIÉES À BRUNSSUM
POST BOX 270 6440 AG BRUNSSUM
THE NETHERLANDS
TEL.: 31 (0)45 526 22 22 NSN: 244 22 22



Reference: BID – IFIB-ACO-BRU-10-58 – Armored Vehicles for ISAF

Date: 18 November 2010

Ladies and Gentlemen,

You are hereby invited to submit a bid for the provision of Armored Vehicles for ISAF as described in and in accordance with the terms and procedures outlined in the Enclosures.

Bidding will be on a competitive basis.

Your participation in the bidding will be greatly appreciated.

Read carefully the instructions as stated in the Enclosures. Failure to comply with them may cause your offer to be rejected.

Please acknowledge receipt of this Invitation to Bid, and indicate your intention to bid or not to bid by COB 22 November 2010.

Please note: Due to the urgency of this requirement, this is an accelerated solicitation period. Bidders will have three (3) weeks to prepare and submit their bids in accordance with the bid instructions.

Any questions related to the bidding procedure can be referred to both Mr David Schiller (Tel: +31 45 526-3749) or E-mail dave.schiller@jfcbn.nato.int, and Captain Arek Jelonek (Tel: +31 45 526-4531) or Email: arkadiusz.jelonek@jfcbn.nato.int.

Sincerely,

A handwritten signature in black ink, appearing to read "David Schiller".

David Schiller
Senior ISAF Contracting Officer
Financial Resources Branch, Purchasing and Contracting
JFC HQ Brunssum

NATO UNCLASSIFIED COMMERCIAL IN CONFIDENCE

Acknowledgement of Receipt

IFIB-ACO-BRU-10-58

Joint Forces Command, Headquarters, Brunssum
(JFC HQ Brunssum)

FRB Branch, P&C Section
Rimburgerweg 30
6445 PA Brunssum
The Netherlands

EMAILTO: dave.schiller@jfcbs.nato.int
and
arkadiusz.jelonek@jfcbs.nato.int

Attention: FRB, P&C
David Schiller and Capt Jelonek

IFIB-ACO-BRU-10-58 – Armored Vehicles for ISAF

Subject: Acknowledgement of Receipt of Invitation for Bid

We hereby advise that we have received the Invitation for Bid on _____,
2010, together with all enclosures listed in the cover letter.

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.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

Email Address: _____

NATO UNCLASSIFIED COMMERCIAL IN CONFIDENCE

INDEX

INVITATION FOR BID

IFIB-ACO-BRU-10-58

Provision of Armored Vehicles for ISAF

Cover Letter
Acknowledgement of Receipt
Index

INDEX

BOOK I BID INSTRUCTIONS

| | |
|---------|-------------------------|
| Part 1 | Introduction |
| Part 2 | Bid Information |
| Part 3 | Bid Instructions |
| Part 4 | Bid Evaluation |
| Annex A | Pricing Sheet |
| Annex B | Required Certifications |

BOOK II PROSPECTIVE ARMORED VEHICLES CONTRACT

| | |
|--------|--------------------------------|
| Part 1 | Draft Armored Vehicle Contract |
| Part 2 | Statement of Work |

Book 1, Part 1: INTRODUCTION

I – INVITATION FOR BID

- 1.1 The purpose of this Invitation for International Bid (IFIB) is to find a suitable contractor to provide Armored Vehicles for ISAF compliant with the technical specifications listed in the attached Statement of Work. A contract will be awarded to provide these Armored Vehicles for ISAF in accordance with the contract for a period of one year.
- 1.2 Joint Forces Command Headquarters Brunssum (hereafter referred as JFC HQ Brunssum), solicits bids for the provision of Armored Vehicles in accordance with the Statement of Work (hereafter referred to as “Vehicles”).
- 1.3 The security classification of this IFIB is “NATO UNCLASSIFIED/COMMERCIAL IN CONFIDENCE”
- 1.4 This IFIB will not be the subject of a public bid opening.
- 1.5 The evaluation committee will base its decision on evaluating the technical compliance of the Vehicles, and the affordability of the prices. This contract will be awarded to the Contractor that offers the “**Lowest, Technically Compliant Bid Price**” to JFC HQ Brunssum.
- 1.6 The solicitation, evaluation and award process will be conducted in accordance with the terms and conditions contained herein.
- 1.7 Key dates for this IFIB:
18 November 2010 – IFIB Issued
22 November 2010 – Deadline for Acknowledgement of Receipt of IFIB and Notification to Contracting Officer of intent to bid/no bid
26 November 2010 - Deadline for questions and requests for clarification
1 December 2010 - Responses to bidder questions and requests for clarification
9 December 2010 , 1200 hrs local (CET) - Bid Closing Date
31 December 2010 - Contract Award
- 1.8 The Contractor shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in Part 2, Section 4 of the Bid Instructions entitled “Requests for IFIB Clarifications”. **Email requests are required.**
- 1.9 The target date for contract award is **31 December 2010**.

BOOK 1, Part 2: BID INFORMATION

1. Definitions

- 1.1 The term "Contractor/Supplier" as used herein refers to a firm, consortium, or joint venture that submits a bid in response to this solicitation.
- 1.2 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Invitation for Bid (IFIB).
- 1.3 The term "Purchaser/Buyer" refers to the authority issuing this IFIB and/or awarding this contract (JFC HQ Brunssum).

2. Bid Delivery and Closing Date

- 2.1 All Bids shall be in the possession of the Purchaser at the address given below in Section 2.2 on/or before **1200 hrs (CET) on Thursday, 9 December 2010** at which time and date bidding shall be closed.

- 2.2 Bids shall be delivered or mailed to the following address:

JFC HQ Brunssum
FRB, P&C Section
Attn.: David Schiller and Capt Jelonek
Rimbergerweg 30
6445 PA Brunssum
The Netherlands

- 2.3 Bids submitted by electronic transmission **are not** permitted and will not be considered.
- 2.4 Bids that 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 will be returned unopened to the Contractor at the Contractor's expense. A late bid will only be considered if it was sent by mail, courier or other delivery service for which proof of the time of mailing has been obtained, and it is determined that the lateness in delivery was due solely to a delay for which the Contractor was not responsible. Bids transmitted by electronic means will not be accepted.

3. Purchaser Point of Contact

The Purchaser points of contact for all information concerning this IFIB is:

Mr. David Schiller, Contracting Officer
Tel: +31 45 526-3749
Fax: +31 45 526-3036
E-mail: dave.schiller@jfcbs.nato.int

AND

Capt Arek Jelonek, Contracting Officer
Tel: +31 45 526-4531
Fax: +31 45 526-3036
E-mail: arkadiusz.jelonek@jfcbs.nato.int

4. Requests for IFIB Clarifications

- 4.1 Contractors, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFIB. Contractors are required to use E-mail to expedite this process.
- 4.2 All questions and requests for clarification must be submitted in writing by email. Such questions shall be forwarded to the point of contact specified in Section 3 above and shall arrive not later than **COB Friday, 26 November 2010**. Responses will be provided through email by **COB Wednesday, 1 December 2010**. The Purchaser is under no obligation to answer questions submitted after this time.
- 4.3 Contractors are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered or considered for evaluation and may be grounds for a determination of non-compliance.
- 4.4 Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective Contractors.
- 4.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFIB. Amendment to the language of the IFIB included in the answers shall be incorporated by the Contractor in his offer.

5. Requests for Waivers and Deviations

Contractors are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Special Contract Provisions, the General Provisions, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process. Requests for alterations to the other requirements, terms or conditions of the IFIB or the Prospective Contract may only be considered as part of the clarification process set forth in Section 4 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.

6. Modification and Withdrawal of Bids

- 6.1 Bids, once submitted, may be modified by Contractors, but only to the extent that the modifications are in writing, conform to the requirements of the IFIB, 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.
- 6.2 A Contractor may withdraw his bid at any time prior to the Bid Closing Date. In order to do so, an authorised agent or employee of the Contractor must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.

7. Bid Validity

- 7.1 Contractors shall be bound by the term of their Bids for a period of three (3) months starting from the Bid Closing Date specified at Section 2.1 above.
- 7.2 In order to comply with this requirement, the Contractor shall complete the Certificate of Bid Validity set forth in Annex B-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 7.3 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.
- 7.4 Upon notification by the Purchaser of such a request for a time extension, the Contractors shall have the right to:
 - a. accept this extension of time in which case Contractors 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.
- 7.5 Contractors 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.

8. Cancellation of IFIB

The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFIB 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 Contractor have cause for action against the Purchaser for the recovery of

IFIB-ACO-BRU-10-58

costs incurred in connection with preparation and submission of a bid in response to this IFIB.

9. Electronic Transmission of Information and Data

The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this IFIB to the prospective Contractors via E-mail. Firms must provide the necessary email address information. Email correspondence shall be considered the authoritative communication means.

BOOK 1, Part 3 – BID INSTRUCTIONS

Bid Structure and Content

1.1 Bid Packaging and Marking

Contractors shall submit their Bids in three (3) **“separate and distinct”** envelopes/packages and in the following quantities:

- a) The Technical Bid – 1 original, 2 paper copies (Envelope A).
- b) The Price Bid – 1 original and 2 paper copies (Envelope B)
- c) The “Bid Certifications” - 1 Original (Envelope C)

1.2 Each envelope shall contain the documents specified in Section 2. “Bid Content”, and shall be duly sealed and identified with the following markings:

- (i) Name and address of the Contractor
- (ii) The words “Armored Vehicles BID” followed by one of the following identifications as appropriate:

- Technical Bid
- Price Bid
- Bid Certifications

- (iii) The number attributed to this IFIB: IFIB-ACO-BRU-10-58

1.3 The separate envelopes shall be placed in an outer container/envelope suitable for mailing or shipping and marked with the Purchaser’s address. The following legend shall be printed on each side of the container/envelope: IFIB-ACO-BRU-10-58. Bid for the Armored Vehicles, notify Mr. David Schiller and Capt Jelonek upon receipt. **Do not include pricing information in any other envelop/package other than the one marked “Price Bid”.**

2. Bid Content

2.1 General

2.1.1 All Bid information will be presented in English. Partial bidding is not permitted. The Bid shall address all the requirements requested in this IFIB. Contractors are allowed to deviate in their Bids from these specific requirements if they think, based on their long standing experience that it would be better for JFC HQ Brunssum and themselves to do so. This shall be explicitly and clearly stated.

2.1.2 The Bid shall describe, as fully and clearly as possible, **how** the Contractor intends to meet the requirements (statement of work) and satisfy the terms and conditions of the prospective contract.

2.1.3 Indications of compliance as per the certificate of Compliance (Annex B-5) shall not absolve Contractors from demonstrating in full their understanding of the requirements and the means by which they intend to meet them. For the determination of compliance, the detailed comments in the Bid form the decisive basis.

2.2 Technical Bid – Envelope A

2.2.1 The Contractor's Technical Bid will be evaluated by the award committee in terms of how it meets all the technical criteria in Book II, Part 2 (SOW), ballistic and blast certification, research and development program and availability for delivery schedule.

2.2.2 The Technical Bid will also include capabilities and qualifications of key personnel. This should highlight the Quality Assurance program and how the company will insure on time delivery availability of the vehicles meeting the requirements stated in the SOW.

2.2.3 The Technical Bid will also include a description of past performance in similar projects during the last five years. This description should identify the specific projects, problems encountered and solutions implemented, and a customer satisfaction assessment. State whether your company was a Prime or Sub-Contractor or involved in a joint venture. Provide names, phone numbers and email addresses of customer points of contact as references.

2.3 Price Bid – Envelope B

2.3.1 The Price Bid shall indicate the Contractor's intended pricing. See Annex A for minimum pricing Information required.

2.3.2 Contractors shall exclude from their prices all taxes, duties and customs charges from which the Purchaser has been exempted.

2.4 Bid Certifications – Envelope C

The "Bid Certification" package or envelope shall contain the following certifications, completed by the Contractors (See Annexes B-1 through B-7 of these Instructions):

- B-1 Certificate of Legal Name of Contractor & Country of Incorporation
- B-2 Certificate of Independent Determination
- B-3 Certificate of Validity
- B-4 Certificate of Exclusion of Taxes and Charges
- B-5 Certificate of Compliance
- B-6 Liability Declaration

B-7 Certificate of Authorization to Perform

2.5 Facility Inspection

JFC HQ Brunssum reserves the right to conduct an inspection of the contractor's facility where the vehicle armoring process will be conducted for all vehicles to be delivered under this contract. Contractor will conduct this facility inspection in a responsive manner at the request of JFC HQ Brunssum.

BOOK 1, Part 4: BID EVALUATION

1. General

- 1.1 The Purchaser will make the evaluation of Bids solely on the basis of the requirements specified in this IFIB.
- 1.2 The evaluation of Bids and the determination as to the compliance or technical adequacy of the vehicles offered will be based on that information furnished by the Contractor and contained in his Bid. The Purchaser shall not be responsible for locating or securing any information that is not identified in the Bid.
- 1.3 To ensure that sufficient information is available, the Contractor shall furnish with his Bid all information appropriate to provide a complete description of the supplies to be delivered. The information provided shall be to a level of detail necessary for the purchaser to determine exactly what the Contractor proposes to furnish and whether the offer meets the technical and administrative requirements of this IFIB.
- 1.4 During the evaluation, the Purchaser may request clarification of the Bid from the Contractor, and the Contractor 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 clarification will be to resolve ambiguities in the Bid and to permit the Contractor to state his intentions regarding certain statements contained therein. The Contractor is not permitted any cardinal alterations to the Bid regarding technical matters and shall not make any changes to its price bid at any time unless requested by the Contracting Officer.
- 1.5 The contract resulting from this IFIB will be awarded to the Contractor whose offer, as evaluated by the Purchaser, meets the requirements of the SOW, is affordable to JFC HQ Brunssum and offers the lowest price.

2. Administrative Compliance

- 2.1 Prior to the commencement of the Technical and Price Evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFIB. These are as follows:
 - a. The Bid was received by the Bid Closing Date and Time
 - b. The Bid is complete, i.e. contains a complete price and technical bid

- c. The Contractor has submitted originally signed copies of the required Certificates in Annex B hereto.
- 2.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 2.3 If it is discovered, during either the Technical or Price evaluation, that the Contractor has 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 Contractor may be determined to have submitted a non-complaint Bid.

3. Technical Evaluation

The Contractor's Technical Bid will be evaluated in terms of how it meets all the technical criteria in Book II, Part 2 (SOW) including the ballistic and blast certifications, Research and Development program, and required delivery availability schedule. Evaluation criteria will also include past performance.

Bids will be evaluated and scores awarded based upon the weighted values listed below. Bids with a single area score of 50% or less; or an overall score of 75% or less will be deemed non-compliant and not be considered for further evaluation.

| Item | Technical Criteria | Weighted Value |
|------|--------------------------------------------------------------------------------------------------|----------------|
| 1 | SOW requirements, ballistic/blast certifications, R&D program and delivery availability schedule | 70 |
| 2 | Past performance | 30 |
| | Total | 100 |

4. Price Evaluation

The price will be evaluated based on competitiveness and affordability.

5. Selection

- 5.1 Each of the evaluation areas referred to in Section 3 above will be rated as either compliant or non-compliant.
- 5.2 Having met the administrative and certification requirements, the final decision will be made by the Contract Award Committee

- 5.3 The technically compliant bid with the lowest contract value will be selected. As already pointed out in the cover letter to this IFIB, JFC HQ Brunssum reserves the right to cancel this IFIB at any time.

PRICE BID SHEET

Armored Vehicles for ISAF

Pricing Assumptions

1. All prices are to be expressed in EUROS and are effective throughout the one-year performance period of the contract.
2. Prices are exempt from all taxes or duties
3. Vehicle unit price is the bid price per vehicle at the designated order quantity EXW at the Contractor's Final Assembly Facility.
4. UNIT PRICE includes all manuals, handover and familiarization services, and all warrant work listed in the Statement of Work.
5. Shipping price is the shipping bid price per vehicle at the designated order quantity for the destination listed i.e., DDU Geilenkirchen AB, Germany; or via air transportation DDU Kabul, Afghanistan. This includes but is not limited to all transportation, insurance, administrative, packaging and handling fees.
6. Spare Parts: Contractor will propose a list of spare parts to cover the requirements listed in the Statement of Work and the unit cost per part. This list shall include recurring and unscheduled maintenance parts and supplies and will be comprehensive enough to ensure unscheduled vehicle maintenance is not delayed by "Awaiting Parts" condition. Unit cost of spare parts will be DDU Kabul, Afghanistan.
7. Contract options, if exercised, will be exercised within one year from the date of the last signature on the contract.
8. Prices for options will be as bid.
9. Award will be based on the Lowest Technically Compliant Bid Price.
10. **Please use the format below when submitting your price bid.**

Armored Vehicle Price Matrix

| CLIN | Quantity | Unit Price Per Vehicle - EXW Contractors Facility | Extended Price (# vehicles x unit price) | Shipping Charges per vehicle - DDU to Gielenkirchen AB, DEU | Total Shipping Days DDU to Gielenkirchen AB, DEU | Shipping Charges per vehicle - DDU via Air to Kabul, Afghanistan | Total Shipping Days DDU to Kabul, Afghanistan |
|------|----------|---------------------------------------------------|------------------------------------------|-------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------|
| 1 | 15 | | | | | | |

Option 1

| CLIN | Quantity | Unit Price Per Vehicle - EXW Contractors Facility | Extended Price (# vehicles x unit price) | Shipping Charges per vehicle - DDU to Gielenkirchen AB, DEU | Total Shipping Days DDU to Gielenkirchen AB, DEU | Shipping Charges per vehicle - DDU via Air to Kabul, Afghanistan | Total Shipping Days DDU to Kabul, Afghanistan |
|------|----------|---------------------------------------------------|------------------------------------------|-------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------|
| 2 | 4 | | | | | | |

Option 2

| CLIN | Quantity | Unit Price Per Vehicle - EXW Contractors Facility | Extended Price (# vehicles x unit price) | Shipping Charges per vehicle - DDU to Gielenkirchen AB, DEU | Total Shipping Days DDU to Gielenkirchen AB, DEU | Shipping Charges per vehicle - DDU via Air to Kabul, Afghanistan | Total Shipping Days DDU to Kabul, Afghanistan |
|------|----------|---------------------------------------------------|------------------------------------------|-------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------|
| 3 | 2 | | | | | | |

Armored Vehicle Price Matrix

Proposed Spare Parts List, Pricing, and Delivery Lead Times

| Serial | Item Description | Item Number | Price DDU Kabul, Afghanistan | Delivery Lead-Time (Days) DDU Kabul |
|--------|------------------|-------------|---------------------------------|----------------------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| Etc... | | | | |

Annex B

B – 1 CERTIFICATE OF LEGAL NAME OF CONTRACTOR

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) _____

OFFICAL MAILING ADDRESS _____

E-MAIL ADDRESS _____

TELEFAX NO _____

POINT OF CONTRACT REGARDING
THIS BID

NAME _____

POSITION _____

TELEPHONE _____

ALTERNATIVE POINT OF
CONTACT

NAME _____

POSITION _____

TELEPHONE _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE

COMPANY

Annex B

B – 2 CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Contractor shall certify that in connection with this procurement:
 - (a) This Bid has been developed independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Contractor or with any competitor.
 - (b) The content of this Bid has not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to award, directly or indirectly to any other Contractor or to any competitor, and
 - (c) No attempt has been made, or will be made by the Contractor to include any other person or firm to submit, a Bid for the purpose of restricting competition.

2. Each person signing this Bid shall also certify that he is the person in the Contractor'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

3. (i) He is not the person in the Contractor'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 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

.....
Title

.....
Company

Annex B

B – 3 CERTIFICATE OF BID VALIDITY

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other specs of the original offer (or as modified by our revised bid) will remain valid until _____.

Date

Signature of Authorised Representative

PRINT NAME

TITLE

COMPANY

Annex B

B – 4 CERTIFICATE OF EXCLUSION OF TAXES AND CHARGES

I, hereby certify that the prices offered in the price bid are excluded of all taxes, duties and customs charges from which the Purchaser has been exempted by international agreement (see Book I, Part 3, Section 2.3.2).

Date Signature of Authorised Representative

PRINT NAME

Title

Company

Annex B

ANNEX B – 5 CERTIFICATE OF COMPLIANCE

I hereby certify that the Bid submitted by _____
Company is fully compliant with the requirements of the present IFIB.

This company foresees (no/some) difficulty in obtaining acceptance of any prime contract terms and conditions, which are required to be passed on to subcontractors by this IFIB. In case of such difficulties, this company intends to resolve these conflicts as follows:

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name

.....
Title

.....
Company

Annex B

B – 6 LIABILITY DECLARATION

1. ISAF shall not be liable for any direct and indirect, incidental, reliance, special, consequential or punitive damages (including, among other things, lost profits or revenue, disease, accidents causing injuries to any person or death during the performance of work or travel under this contract) sustained or incurred in connection with or arising out of this contract. The limitation of liability set forth herein shall apply regardless of the form of action, whether in contract, warranty, strict liability, tort (including, without limitation, negligence of any kind) or otherwise; and regardless of whether the other party has been advised of the possibility of such damages and whether such damages were foreseeable or not. The Contractor is responsible for arranging for necessary insurances when performing work or travel under this contract. In case of accident or disease, the Contractor shall arrange for qualified replacement personnel, as appropriate to ensure continuation and completion of the work within time specified under the contract.

2. The Contractor will strictly obey all Afghan national laws and orders in relation to working safety and health. Where the Contractor does not do so the company is liable for all results relating to their worker's safety and health.

3. All expenses relating to work safety are the responsibility of the Contractor.

4. The Contractor declares that NATO/ISAF and all staff of NATO/ISAF have no liability in the event of an accident or occurrence resulting in the death or injury of a worker or subcontractors while employed by, or providing a service for NATO/ISAF.

.....
Date

.....
Signature of Authorised Representative

.....
Title

.....
Company

Annex B

ANNEX B – 7 CERTIFICATE OF AUTHORIZATION TO PERFORM

The Contractor warrants that the Contractor and his sub-contractors have been duly authorized to operate and do business in Afghanistan; that he and his sub-contractors have obtained all necessary licenses and permits required in connection with the contract; that he and the sub-contractors will fully comply with all the laws, decrees, labour standards and regulations of Afghanistan during the performance of this contract; and that no claim for additional moneys with respect to any authorisations to perform will be made upon ISAF HQ.

.....
Date

.....
Signature of Authorised Representative

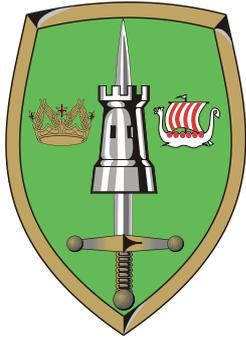
.....
Printed Name

.....
Title

.....
Company

BOOK 2, Part 1

DRAFT CONTRACT



JOINT FORCE COMMAND BRUNSSUM HQ
Resources Directorate – Financial Resources Branch
Purchasing & Contracting Section
Rimburgerweg 30 - 6445 PA – Brunssum
THE NETHERLANDS

IFIB ACO BRU 10-58 CONTRACT FOR
PROVISION AND DELIVERY OF ARMORED VEHICLES FOR
ISAF, AFGHANISTAN

DRAFT CONTRACT

Section 1

SIGNATURE PAGE

Between

JOINT FORCE COMMAND HQ BRUNSSUM, located at Brunssum, The Netherlands (hereinafter referred to as **JFC HQ BRUNSSUM**),

and

xxxxxxxxx, INC, with its principal office located at, **xxxxxxxxxxx** (hereinafter referred to as the Contractor. **JFC HQ BRUNSSUM** and the Contractor are collectively hereinafter referred to as the "Parties").

Table of contents:

- Contract
 - o Section 1 – Signature Page
 - Annex A: Pricing Provisions (not included in this Draft)
 - Annex B: Statement of Work (not included in this Draft)
 - o Section 2 – Special Provisions
 - o Section 3 – General Provisions

In consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Contract Documents.

1.1 This document (hereinafter referred to as the "Signature Page" or "Section I"), including all of its Sections and Annexes, and the following named documents, incorporated herein by reference, constitute the entire Agreement between the Parties (hereinafter referred to as the "Contract" or the "Agreement"):

- (a) JFC HQ BS Invitation For International Bidding IFIB-ACO-BRU-10-58
- (b) Contractor's proposal dated XXXXXX
- (c) JFC HQ BS Notification of Contract Award, dated XXXXXX

1.2 The Annexes to this Signature Page are the following:

- o Annex A: Pricing Provisions
- o Annex B: Statement of Work

1.3 Order of Precedence. In the event of any inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) First This Section I including Annexes A and B
- (b) Second Section II of the contract (Special Provisions)
- (c) Third Section III of the contract (General Provisions);
- (d) Fourth The Contractor's proposal
- (e) Finally, The remaining, contract documents;

2. Scope.

This contract is for the supply of Armored Vehicles for ISAF, Afghanistan. The contract duration is for one year from the date of last signature by the Parties to this contract. The contractor will deliver vehicles required by the purchaser in accordance with the Statement of Work and all the terms and conditions within this contract. Pricing for these vehicles will be as per Annex A, Pricing Provisions. Upon award of this contract, the Contractor will initiate the production and delivery of fifteen (15) Armored Vehicles in accordance with this contract. JFC HQ BRUNSSUM reserves the right to execute one or both options in any order for an additional four (4) and/or two (2) Armored Vehicles.

3. Contract Price.

The pricing arrangements set forth in Annex A cover full and unconditional acceptance by the Contractor of all the requirements and conditions included in the contract. The pricing arrangements will satisfy any and all expenses incurred by the Contractor for the satisfactory provision of armored vehicles, supplies, services and delivery (if applicable) required under the Contract and that no other payment of any kind will be made, except as otherwise provided under the contract.

4. Dates and Times of the Essence.

The Contractor recognizes that, given the time constraints for NATO missions, the dates and times specified in this Contract and or attached documents are of the essence.

5. Duration of the Contract.

This contract is a one-year contract and will be effective from the date of last signature by the Parties.

Both Parties are aware and accept the terms of this Contract, including all its parts and annexes, which are therefore dated and signed below:

6. Signatures and dates

David P. Schiller
Contracting Officer
JFC HQ –Brunssum

XXXXXXXXXX, Inc

Date: _____

Date: _____

THE VALIDITY OF THIS CONTRACT WILL BE CONTINGENT UPON THE SIGNATURE OF THE FINANCIAL CONTROLLER

Financial Controller
JFC HQ Brunssum

Date

Section 2

Special Provisions

SCOPE: Acquisition of Armored Vehicles in support of the ISAF mission in Afghanistan.

NATO-ISAF requires Armored Vehicles for the safe and secure transportation of NATO and other authorized personnel within the Afghanistan theatre of operations. The Afghanistan theatre of operations poses significant risk to travelling personnel due to vehicle, individual and roadside IEDs as well as ambush and attack. Therefore, it is necessary for the contractor to provide armoured vehicles meeting the specific ballistic and blast certification requirements defined in Annex B, Statement of Work.

The Contractor represents that he operates as a corporation, incorporated as: **XXXXXXX Inc.**

The Contractor agrees to deliver all the materiel set forth in Annex A for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the contract terms and conditions below (Special Provisions Section 2), and JFC HQ Brunssum General Terms and Conditions, (General Provisions, Section 3). To the extent of any inconsistency between the Special Provisions, or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Special Provisions and the General Provisions shall control. To the extent of any inconsistency between the Special Provisions and the General Provisions, the Special Provisions shall control. The following are the terms and conditions of the Special Provisions:

TERMS AND CONDITIONS

| | |
|---------|-------------------------------------------------------|
| Part 1 | Parties to the contract |
| Part 2 | System to be furnished |
| Part 3 | Options |
| Part 4 | Delivery |
| Part 5 | Price Consideration |
| Part 6 | Taxes and Duties |
| Part 7 | Point of Delivery and Passage of Title |
| Part 8 | Invoicing and payment |
| Part 9 | Force Majeure |
| Part 10 | Liquidated damages |
| Part 11 | Quality Assurance Requirements/Acceptance |
| Part 12 | Warranty |
| Part 13 | Marking for Shipment |
| Part 14 | Preservation, packaging and Packing |
| Part 15 | Termination for convenience |
| Part 16 | Notification of Changes |
| Part 17 | Disputes |
| Part 18 | Performance of the Contractor in time of Alert or War |
| Part 19 | Correspondence |
| Part 20 | Publicity and Public Relations |
| Part 21 | Integrity / No Bribe |
| Part 22 | Comprehension of contract and SOW |
| Part 23 | Governing law |
| Part 24 | Liabilities and Indemnities |
| Part 25 | Damage |
| Part 26 | Travel and billeting arrangements |

1. PARTIES OF THE CONTRACT

This contract is entered into, by and between **XXXXXXXX Inc** and the North Atlantic Treaty Organization (NATO) represented by the Joint Force Command Headquarters, Brunssum hereinafter called "JFC HQ Brunssum".

2. ITEMS TO BE FURNISHED

Upon award of this contract, The Contractor will supply fifteen (15) armored vehicles along with the required supplies and services, as defined in Annex B, Statement of Work (SOW), and as quoted under your offer dated **XXXXXXXX**.

3. OPTIONS

JFC HQ BRUNSSUM reserves the right to exercise any or all of the options, in whole or in part, at the firm fixed prices and at the conditions set forth in the contract. Options are exercised in writing by the Contracting Officer at least 60 days before the expiration of the contract. The options may be exercised by JFC HQ BRUNSSUM either as a modification to the initial contract or as a separate contract, incorporating all applicable terms and conditions.

4. DELIVERY

The armoured vehicles will be complete with all modifications and ready for final acceptance and delivery within five (5) months from the date of the contract, or the date of the supplemental agreement exercising an option. Delivery location will consist of three options to be determined at the sole discretion of JFC HQ Brunssum. These options are as follows:

1. NATO accepts final delivery at the contractor's production facility
2. NATO accepts final delivery at Geilenkirchen Airbase, Germany
3. NATO accepts final delivery in Kabul, Afghanistan (via air transportation to Kabul)

Delivery time, when applicable, will be as set forth in Annex A. Selection of the shipment option will be by a timely written decision of the Purchaser to the Contractor as described in this contract.

When JFC HQ Brunssum selects either delivery option 2 or 3 above, the contractor will ship the vehicle(s) via a mode of transportation other than driving the vehicle itself. Driving the vehicle during shipping will be minimized and limited to conduct loading and offloading of the vehicle on the selected mode(s) of transportation. The Contractor understands and agrees that full completion of the delivery within the selected delivery option and period specified in Annex A is a mandatory operational requirement and that delays in delivery could severely impact the operational activities.

Non-compliance by the Contractor to the delivery dates above (but not exclusively limited to) might result in the contract being terminated under General Terms and Conditions Section 3 of the contract entitled "Default".

5. PRICING CONSIDERATION

The pricing arrangements set forth in Annex A cover full and unconditional acceptance by the Contractor of all the requirements and conditions included in the contract. The pricing arrangements will satisfy any and all expenses incurred by the Contractor for the satisfactory provision of the equipment, supplies and services required under the Contract and that no other payment of any kind will be made, except as otherwise provided under the contract.

The prices include all costs with respect to identification, preservation, packaging, packing, marking, and quality assurance, incurred by the Contractor.

The contractor will provide After Sales Service and warranty repair in Afghanistan at no cost to NATO.

6. TAXES AND DUTIES

- a. The present contract is exempted of V.A.T. according to following regulations:
 - (1). For firms from the EEC countries: Article 15.10 from the EEC Council Directive 77/388/EEC;
 - (2). For firms from non-EEC countries: Article VIII of Paris Protocol dated 28 August 1952.
- b. The contract price, including the prices in any sub-contracts hereunder, does not include any customs charges, taxes or other charges levied by the member nations of NATO, or any political subdivision thereof, on the work performed by the Contractor or his sub-contractors under this contract.
- c. Payment for all such charges shall be made directly to the concerned member nations of NATO or any political subdivision thereof by NATO to the extent that NATO is not, by virtue of law, regulation or governmental agreement, exempt from such charges, and JFC HQ Brunssum shall hold the Contractor and his sub-contractors harmless there from. In the event such charges are levied against, and must be paid directly by, the Contractor to his sub-contractors, the contractor will notify the NATO contracting Officer immediately and prior to any charge payment, and NATO shall reimburse the Contractor the full amount of the charges upon receipt of the Contractor's invoice and appropriate documentation.

7. POINT OF DELIVERY AND PASSAGE OF TITLE

- a. The Contractor shall be solely responsible for providing all equipment, supplies and services ordered under this contract.
- b. The Contractor will deliver the vehicle based on written direction to:
 1. EXW at the Contractor's final assembly facility, or,
 2. DDP Geilenkirchen Airbase Germany, or,
 3. DDP (via air transportation) Kabul International Airport/HQ ISAF, Kabul, Afghanistan.
- c. Title to the vehicles will pass to NATO at the point of acceptance at its final destination. Claims based on latent defects, fraud, gross negligence, or such gross mistakes to amount to fraud, shall not be prejudiced thereby nor shall the guarantees applicable to the materiel or issuance of discrepancy reports be affected by the said passage of title or acceptance of the vehicles.
- d. JFC HQ Brunssum reserves the unilateral right to determine the final delivery destination among three delivery destinations: The contractor's final assembly facility; or Geilenkirchen AB, Germany; or KAIA/HQ ISAF, Afghanistan. Contractor will notify JFC HQ Brunssum 60 days prior to manufacturing completion date (ready to ship). JFC HQ Brunssum will notify the contractor 30 days prior to manufacturing completion date of delivery destination with the issue of a Supplemental Agreement to this contract. The pricing arrangement for the services to be rendered for the selected option will be based upon the transportation cost for the determined delivery destination listed in Annex A of this contract.

8. INVOICING AND PAYMENT

- a. The vehicles delivered against this contract shall be invoiced within 30 days after inspection and acceptance.

b. **The invoices shall be submitted in duplicate:**

JFC HQ Brunssum
 Resources Directorate – Financial Resources Branch
 Purchasing & Contracting Section
 P.O. Box 270
 6440 AG BRUNSSUM
 THE NETHERLANDS

and will be accompanied by an evidence of receipt in the form of the "Acceptance Certificate" issued by NATO KAIA representatives.

c. The following certificate shall be affixed to each invoice submitted:

"I certify that this invoice is correct and just, that payment has not been received and that the price is exclusive of all taxes and duties from which JFC HQ BS is exempted."

d. Payment:

(1) Payment will be made after final inspection, testing and acceptance of the vehicles. After acceptance, payment will be made within **thirty (30)** calendar following receipt by JFC HQ Brunssum of the Contractor's original invoice (1 copy) drawn for payment in the currency in which the contract is established, and containing the following information: contract number and item number, description of the item, unit of issue, quantity, unit price and total price.

(2). JFC HQ Brunssum will pay the net invoice amount and support the charges of its bank. All other charges will be for the Contractor.

(3) The most efficient method of payment (and JFC HQ BS's preferred method) is by electronic funds transfer (EFT). In order to pay the Contractor in a timely manner, the Contractor is requested to specify the following information on the invoice or in a separate letter to JFC HQ Brunssum:

Full name and address of banker(s)
 Detailed bank account information.
 For EU countries: IBAN code plus BIC

(4) Prices to be paid for the services performed under the contract are stated in the contractor's price proposal attached to this contract. The referred prices include all the expenses in connection with this contract; therefore, no additional sums will be paid to the Contractor for any cost that it could deem as necessary for the performance of the contract, unless otherwise specified in the contract or individual task orders. For the aforementioned this pricing agreement will satisfy any and all expenses/costs & profit incurred by the Seller for a satisfactory provision of supplies and rendering of services required under this agreement and that no other payment of any kind will be made, except as otherwise provided for under the contract.

9. FORCE MAJEURE

1. The Contractor shall be excused from and shall not be liable for any delay in his performance under this contract due to the following force majeure events:

- (a) Extraordinary natural events, such as weather conditions prohibiting work, typhoons, earthquakes, fires or floods;
- (b) Epidemics of contagious diseases or quarantine restrictions;
- (c) Acts of government(s), including actions imposed as a result of an energy shortage, which may cause shortages of fuel energy or other resources.

- (d) Acts of third parties or other intervening forces over which Contractor has no control or opportunity to avoid delay caused thereby.

2. If, during the currency of the contract, there is an outbreak of any kind of strike, general or local, which will affect the execution of the contracted services, the Contractor shall, unless and until the Contract is terminated under the provisions of the contract, continue to use his best endeavors to complete the execution of the contracted services. Strike will not constitute Force Majeure. Failures to provide this service shall invoke the Default Clause in Section 3, General Provisions.

3. The Contractor shall notify the Contracting Officer in writing as soon as is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

10. LIQUIDATED DAMAGES

a. The contractor shall respond to the contract requirements as directed by the Contracting Officer and stated in the Statement of Work. In lieu of actual damage, the Contractor shall pay to JFC HQ Brunssum as fixed, agreed, and liquidated damages a penalty For each calendar day of 0.1% of the total delivery order price, less handling, transportation and taxes, to a maximum of 10% of the contract price. All of the penalties will be deducted from related invoices. Alternatively, HQ ISAF may terminate this contract in whole or in part as provided in Section 3, General Provisions, paragraph 36.1 of the Default Clause and in that event the Contractor shall be liable, in addition to the excess costs provided in paragraph 36.2 of the Default Clause, for such liquidated damages accruing until such time as HQ ISAF may reasonably obtain delivery or performance of similar services. 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 paragraph 36.3 of the Default clause and in such event, subject to the Disputes clause, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgement the findings of fact justify an extension.

11. QUALITY ASSURANCE REQUIREMENTS AND ACCEPTANCE

- a. The Contractor is responsible for maintaining effective control of the quality of materiel. If the Contractor himself is not the manufacturer of the contracted materiel, he shall impose these quality requirements upon his subcontractor.
- b. NATO reserves the right to conduct independent inspections by a representative of NATO to take place at key points during the armoring process at the discretion of NATO. NATO intends to designate a qualified inspection company like Testudo, QinetiQ or IABG to be determined after contract award to conduct these inspections. The contractor will support these inspections as directed by NATO. The cost for these inspections will be borne by NATO.
- c. The Contractor's shall issue a CERTIFICATE OF COMPLIANCE, certifying that each armored vehicle delivered is in accordance with the contractual requirements.
- d. The Contractor will support road worthiness tests which will be conducted and approved by an independant company selected by NATO. The contractor will be responsible for the costs of these tests. Contractor will accept full liability for the vehicle during testing. Contractor will be required to refit new tires prior to delivery as tested tires will be worn and damaged as a result of testing.
- e. Additionally, the contractor will provide a ballistic and blast certification for each vehicle certifying it's compliance to Paragraph 4.2 in the SOW.

12. WARRANTY

- a. The contractor must give, in writing, a three (3) year warranty on the diesel turbocharger and intercooler, and transparent armor.
- b. Furthermore, the contractor must give, in writing, a two (2) year warranty on the entire vehicle. This includes the original OEM parts such as the engine, transmission, axles, etc.
- c. Additionally the contractor will include in this warranty all armor material and all vehicle systems and ancillary equipment that must be modified in order to accommodate the armoring.
- d. The Contractor will also be responsible to honor the OEM Warranty for the entire vehicle and the quality and installation of replacement parts during the two-year time frame if it is determined that the replacement part was defective or sub standard.
- e. The warranty will also bind the contractor to supply the replacement parts and conduct the associated repairs free of charge to the customer. The Contractor will also certify the availability of servicing of the armor and ancillary equipment by the armorer, or other supplier, for a period of five years

13. MARKING FOR SHIPMENT

- a. The shipping documentation and all items or tags attached thereto will bear the following information: **contract number, contract line number, Stock number/Part number and quantity.**
- b. All items, vehicles and or containers (interior and exterior) will be marked:
"VEHICLE IN SUPPORT OF THE ISAF MISSION"

14. PRESERVATION, PACKAGING AND PACKING

- a. Unless otherwise indicated in the Military Specifications of an item (if applicable) or by special request, preservation, packaging and packing shall be performed in accordance with the best commercial practice, and be such to assure safe arrival at the final destination.
- b. The exterior container will show the number of this contract and be provided with a shipping label bearing the full shipping address as indicated in this contract. It is imperative that the production serial numbers, when assigned, be clearly marked not only on the item itself, but also on accompanying shipping documentation.

15. TERMINATION FOR CONVENIENCE OF JFC HQ BRUNSSUM

- a. The provisions applicable to "Termination for Convenience of JFC HQ Brunssum" are outlined in the General Terms and Conditions.

16. NOTIFICATION OF CHANGES

- a. If at any time during the performance of this contract, the Contractor considers that he has been directed to change or deviate from, in any way, the terms and conditions and/or the scope of this contract, he shall notify the contracting officer immediately. This notification shall as a minimum, contain a cost breakdown of the additional costs to be incurred by the Contractor if he would implement the change/deviation and the related impacts on the terms and conditions. This information must be provided to such level of detail to allow the contracting officer to provide a comprehensive response within 14 days after receipt of the notification from the Contractor.
- b. Following the submission of this notification, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as originally agreed.

c. JFC HQ BS shall not bear any responsibility for work performed by the Contractor outside the contract scope and JFC HQ BS shall not compensate the Contractor in either time or money for such work not specifically authorized or requested by the contracting officer in writing and subsequently included in the contract through a Supplemental Agreement.

d. Consequently, the Contractor cannot claim additional money and/or time for work performed during the performance of the contract, which has not been identified as part of the scope of this contract.

17. DISPUTE

a. The provisions applicable to "Disputes" are outlined in the General Terms and Conditions.

18. PERFORMANCE OF THE CONTRACTOR IN TIME OF ALERT OR WAR

a. The Contractor warrants that on the basis of information available to him, he is not aware of any national law or regulation, or any circumstances that might prevent him from fulfilling his obligations under this contract in time of alert or war.

19. CORRESPONDENCE

a. The Contractor will return a signed copy of the contract without delay to the address indicated below.

b. All correspondence should be addressed to:

JFCHQ BS

Resources Directorate – Financial Resources Branch

Attn: Mr Dave Schiller / Captain Arkadiusz Jelonek

Rimburgerweg 30

NL-6445 PA BRUNSSUM

THE NETHERLANDS

Tel: 0031 45 526 3749

Fax: 0031 45 526 2183

Email: dave.schiller@jfcbs.nato.int / arkadiusz.jelonek@jfcbs.nato.int

20. PUBLICITY AND PUBLIC RELATIONS

a. The Contractor shall not make any press release or public statement concerning this contract without the prior written approval of JFC HQ Brunssum.

21. INTEGRITY / NO BRIBE

a. JFCHQ Brunssum draws the contractors' attention to the fact that it is strictly forbidden to offer gifts, gratuities or other advantages to HQ staff members.

22. COMPREHENSION OF CONTRACT AND STATEMENT OF WORK

a. The Contractor warrants that he has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the contract, that he considers himself capable of performing the tasks contained herein and that his signature of the contract is an acceptance, without reservations, of the said contract terms within their normal and common meaning.

b. All Services not specifically mentioned in this Contract, but which are considered necessary for the normal progress of the Services, shall be considered as forming an integral part of the Contract.

23. GOVERNING LAW

a. The governing law of this agreement shall be the substantive law of the Netherlands unless otherwise specified in any resulting modifications/orders.

24. LIABILITIES AND INDEMNITIES

a. The Purchaser agrees to indemnify and hold the Seller, the Delivering Company and their delegates harmless against all claims, demands, proceedings, damages and liabilities for loss of or damage to any property whatsoever or for injury, including fatal injury or disease to any person whatsoever and against all associated costs (including legal costs) and expenses that arise out of or are connected with actions or omissions in the performance by the Buyer or that arise after the **vehicle(s)** has passed from the Contractor to the Purchaser in accordance with paragraph 7 above.

25. DAMAGE

a. The Contractor shall be responsible for making good any damage caused by contractor's employees during the execution of this contract. The damage or fouling will be rectified by the Contractor at his own expense and without delay.

b. The Contractor will make good the damage or fouling mentioned in paragraph 25.a without detriment to the normal progress of the work.

26. TRAVEL AND BILLETING ARRANGEMENTS

The Contractor's NATO point of contact (POC) for arranging NATO travel and billeting requirements is:

Lt Col Marc Breukers
JFC HQ Brunssum

Operations Directorate – Force Protection Branch.

marcus.breukers@ifcbs.nato.int or +31 (0)45 526-2158.

If requested, NATO will arrange travel from the point of embarkation (POE) (Germany) to and from Afghanistan. NATO will also arrange billeting and food for the contractor while in Afghanistan. Contractors will be treated and accommodated in billeting as would NATO military officers with an OF rank. Transportation from the POE (Germany) to and from Afghanistan, billeting and food will be at the contractor's expense. The contractor will pay for billeting and food on-site. If NATO transportation is used, NATO will bill the contractor for that transportation. Contractor will reimburse NATO for this service within 30 days of invoice. The Contractor will contact the NATO POC as soon as possible to coordinate these arrangements.

Section 3

General Provisions

The General Provisions listed below represent JFC HQ Brunssum standard business practices and take precedence over any of the terms and conditions of the Contractor. Deviations to these terms and conditions will be done by a written mutual agreement and signed by both parties. This is an all encompassing list of these provisions and some may not apply to this contract. Any questions as to their applicability will be at the sole discretion of the JFC HQ Brunssum Contracting Officer. If there is any conflict between these provisions and the Special Provisions stated above, then the Special Provisions will control.

INDEX OF CLAUSES

DEFINITIONS
APPLICABLE LAW
AUTHORITY
RESPONSIBILITY
DURATION OF THE CONTRACT
CHANGES
TITLE AND RISK OF LOSS
PURCHASER FURNISHED PROPERTY
CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES
EMPLOYEES
INDEPENDENT CONTRACTOR
INDEMNIFICATION
RIGHT OF ACCESS, EXAMINATION OF RECORDS
MAINTENANCE OF PREMISES AND FIXTURES
DOCUMENTATION
PATENT AND COPYRIGHT INDEMNITY
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE
PRICES
TAXES AND DUTIES
PAYMENTS
PREFERRED CUSTOMER
INVOICES
AUTHORISATION TO PERFORM
WORKING HOURS
LIQUIDATED DAMAGES
ACCEPTANCE
WARRANTY
LIABILITY
ASSIGNMENT OF CONTRACT
TRANSFER AND SUB-LETTING
SUB-CONTRACTS
INSURANCE
FURNITURE AND EQUIPMENT
CONTRACTOR NOTICE OF DELAY
DEFAULT
STOP WORK ORDER
PURCHASER DELAY OF WORK
TERMINATION FOR CONVENIENCE OF THE PURCHASER
PREMATURE TERMINATION
DISPUTES AND ARIBITRATION
CLAIMS
RELEASE OF CLAIMS
EXTRAS
SPECIAL TERMINATION CLAUSE
RELEASE OF INFORMATION
LANGUAGE
SECURITY
HEALTH, SAFETY AND ACCIDENT PREVENTION
JFC HQ BRUNSSUM REGULATIONS
CORRUPTION AND ILLICIT GRATUITIES
CONTRACT ADMINISTRATIONS AND COMMUNICATIONS
ORDER OF PRECEDENCE
CONTRACT EFFECTIVE DATE
NON-BINDING PROVISION

1. DEFINITIONS

As used throughout the contract, the following terms shall have the meaning set forth below:

- a. **NATO:** The North Atlantic Treaty Organization. For purposes of this contract, it includes NATO Bodies, NATO Nations, NATO Agencies and NATO Commands.
- b. **Purchaser, or JFC HQ BRUNSSUM :** The legal entity awarding the Contract.
- c. **Contractor:** The legal entity (firm or person) to whom the contract is awarded and on whose behalf duly authorised persons shall execute it.
- d. **Contracting Authority:** For the purposes of this Contract the term Contracting Authority shall mean the Chief of the Purchasing and Contracting Branch or his authorised representative.
- e. **Contract:** "Contract" shall mean the agreement concluded between the Purchaser and Contractor, duly signed by both parties.
- f. **Sub-contractor:** "Sub-contractor" shall mean any person or firms directly or indirectly under sub-contract.
- g. **Sub-contract:** "Sub-contract" shall mean any agreement, contract, sub-contract or purchase order made by the Contractor with any other party in order to fulfil any part of this contract.
- h. **Country of Origin:** the home country of a Contractor or Sub-Contractor.
- i. **Work:** Any tangible thing furnished or any service performed by the Contractor under the terms of this contract.
- j. **EDC:** Effective Date of Contract: 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.
- k. **Days:** shall be interpreted as meaning calendar days.
- l. **"Contracting Officer"** means the person executing and managing this contract on behalf of JFC HQ BRUNSSUM BS. Only duly assigned.

2. APPLICABLE LAW

- a. Except as otherwise provided in this Contract, this Contract shall be governed, interpreted and construed in accordance with the law of the Netherlands. When performing at NATO Installations the contractor and his personnel (including also the sub-contractors personnel, if any) shall comply with all applicable duly authorised persons shall execute it.
- b. The Contractor shall ensure that the administrative systems pertaining to the execution of this agreement shall comply with national legislation, including customs and excise legislation and the JFC HQ BRUNSSUM Customs regulations. Contractor shall indemnify JFC HQ BRUNSSUM against any fine, levy or damage resulting from the execution of this contract. Contractor shall, on JFC HQ BRUNSSUM 's request, allow JFC HQ BRUNSSUM or its duly appointed representative to inspect its administration, as well as provide any other information pertaining to the execution of this contract requested by JFC HQ BRUNSSUM , so as to enable verification of compliance by Contractor with national legislation, including customs and excise legislation and the JFC HQ BRUNSSUM Customs regulations.
- c. It is the Contractor's responsibility, without expense to the JFC HQ BRUNSSUM, to obtain and keep valid the necessary permits and/or licences to comply with national codes, laws and regulations or local rules and practices of the Nation with respect to the execution of the works carried out under this Contract.
- d. The Contractor shall observe safety and security regulations in force at JFC HQ BRUNSSUM.

3. AUTHORITY

- a. Any contractual instruments and changes, including modifications, additions or deletions, as well as interpretation and instructions under this Contract which are to be contractually binding shall be issued in writing and signed only by the Contracting Authority.
- b. The entire agreement between the contracting parties is contained in this Contract and is not affected by any oral understanding or representation whether made previous to or subsequent to this Contract.
- c. The Contractor certifies that he has read, fully understands and unreservedly accepts all terms and conditions, specifications, plans, drawings and other documents, which are relevant to the Contract.

d. The Contractor shall not accept any instructions issued by any person employed by the Purchaser or otherwise, other than by the Contracting Authority and only in writing. The Contracting Authority shall be so designated by the Purchaser in writing to the Contractor.

e. No direction, other than that which may be contained in an authorised amendment to this contract, duly issued by the Contracting Authority, which may be received from any person employed by the Purchaser or otherwise, will be considered as grounds for deviation from any stipulations of this contract or referenced drawings and/or specifications herein.

4. RESPONSIBILITY

a. The contractor shall be responsible for the execution of all terms of this Contract. It may not delegate its rights or transfer its obligations without the prior permission of the Contracting Officer.

5. DURATION OF THE CONTRACT

a. The duration of this Contract is stated in the Section I hereof.

b. However, notwithstanding the above, JFC HQ BRUNSSUM may terminate this Contract immediately without compensation or advance notice if it is unable by reason of Force Majeure to perform its obligations under this Contract, or if NATO were to undergo a major re-organization or cease to occupy the current premises in its actual location.

6. CHANGES

a. 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 general scope of this contract, in any one or more of the following:

- (1) Specifications (including drawings and designs)
- (2) Method and manner of performance of the work
- (3) Marking, method of shipment and packing
- (4) Time and place of delivery
- (5) Purchaser Furnished Property and Facilities (including equipment, materials, services or sites).

b. Any changes, modifications, additions or deletions and instructions under this contract shall not be binding unless issued in writing as formal amendments by the Contracting Officer and signed by both parties in the same manner as the contract.

c. Any other written or oral order (which, as used in this paragraph b., 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 written notice within thirty (30) days after receipt of such change order stating (i) the date, circumstances, and source of the order and (ii) that the Contractor regards the order as a change order, and that the order is accepted in writing by the Purchaser as a change order. The timely written notice requirement, as detailed above, remains in force in all cases, even where, for example, the Purchaser has positive knowledge of the relevant facts.

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

e. If any such change order causes an increase or 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 make an equitable adjustment and modify the contract in writing accordingly. However, except for a "proposal for adjustment" (hereafter referred to as "proposal") based on defective specifications, no proposal for any change under b. above shall be allowed for any costs incurred more than thirty (30) days before the Contractor gives written notice as required. In the case of defective specifications for which the Purchaser is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim

for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

f. The Contractor must submit any proposal under this clause within thirty (30) days after (i) receipt of a written change order under a. above or (ii) the furnishing of a written notice under b., by submitting to the Purchaser a written statement describing the general nature and amount of the proposal, unless this period is extended by the Purchaser. The statement of proposal for adjustment may be included in the notice under b. above.

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

7. TITLE AND RISK OF LOSS

a. Unless this Contract specifically provides for earlier passage of title, title to supplies covered by this Contract shall pass to the Purchaser upon acceptance as specified in the Contract, regardless of when or where the Purchaser takes physical possession.

b. Unless the Contract specifically provides otherwise, risk of loss or damage to supplies covered by this Contract shall remain with the Contractor until, and shall pass to the Purchaser upon:

(1) Delivery of supplies as specified in accordance with the Contract; or

(2) Acceptance by the Purchaser or receipt of the supplies by the Purchaser at the destination specified in the Contract, whichever is the later.

c. Notwithstanding b. above, the risk of loss or damage to supplies, which fail to conform to the requirements of the contract shall remain with the Contractor until cure or acceptance, at which time b. above shall apply.

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

8. PURCHASER FURNISHED PROPERTY

a. The term "Purchaser Furnished Property" as used in this clause refers to items of equipment, material or property furnished by the Purchaser to the Contractor which shall be subject to overhaul, repair, modification, test, embodiment or other work as specified in the Contract to be performed by the Contractor.

b. The Purchaser shall deliver to the Contractor, for use only in connection with this Contract, the property described in the schedule or specifications (hereinafter referred to as "Purchaser Furnished Property"), at the times and locations stated therein. In the event that Purchaser Furnished Property is not delivered by such time or times stated in the Schedule, or if not so stated, in sufficient time to enable 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 the procedures of the "Changes" clause hereof.

c. In the event that, the Contractor, in a condition not suitable for its intended use, receives Purchaser Furnished Property, the Contractor shall immediately notify the Purchaser. The Purchaser shall within a reasonable time of receipt of such notice replace, re-issue, authorize 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 the procedures of the "Changes" clause hereof.

d. Title to Purchaser Furnished Property shall remain in the Purchaser. The Contractor shall maintain adequate property control records of Purchaser Furnished Property in accordance with sound industrial practice.

e. 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 such property is consumed in the performance of this Contract.

f. 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 not consumed in the performance of this Contract or not theretofore returned to the Purchaser. The Contractor shall prepare for shipment, deliver FOB origin, or otherwise dispose of Purchaser Furnished Property as may be directed or authorised by the Purchaser. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Purchaser may direct.

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

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

a. 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.

b. 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 under the Contract. These facilities may be provided free at the discretion of the Facility Representative. The Contractor shall be responsible for ascertaining what necessary facilities will be available and whether they will be provided free of charge, or determining what charges are payable. The Contractor shall have no claim against the Purchaser for any such additional cost or delay or any additional cost or delay occasioned by the closure for holidays, or other reasons, where this is generally published or made known to the Contractor by the Purchaser or his authorised representatives.

c. Notwithstanding the provisions of the "Purchaser Furnished Property" and "Title and Risk of Loss" Clauses above, where those conditions form part of the Contract, 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, or by his servants, agents or sub-contractors, arising from his or their presence, on Purchaser Facilities in connection with the Contract; provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to, by his neglect, or default or the neglect or default of his servants, agents or sub-contractors, or by any circumstances within his or their control.

d. 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.

10. EMPLOYEES

The Contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under this Contract; it shall strictly comply with all Host Nation Labor Laws, tariffs and social security and other regulations applicable to the employment of its personnel. Regarding this, the Contractor will, if required, provide a copy of the employment contracts of those personnel. Privileges and Immunities extended to JFC HQ BRUNSSUM personnel are an exclusive right and as such not transferable to the Contractor and its employees. This includes the right to access and use the facilities managed and/or operated by JFC HQ BRUNSSUM's Community Services.

11. INDEPENDENT CONTRACTOR

a. The Personnel provided by the Contractor are at all times employees of the Contractor and not of the JFC HQ BRUNSSUM. 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.

b. The JFC HQ BRUNSSUM will not give any directives to the Contractor's personnel for any matters under this Contract other than safety and security instructions.

c. The legal relationship resulting from the contract of employment between the Contractor and his personnel shall not be affected by the present Contract. Links of guidance and control remain within the Contractor's authority.

12. INDEMNIFICATION

a. The Contractor shall at all times hold JFC HQ BRUNSSUM, its agents, representatives and employees harmless from any and all suits, claims, charges and expenses which arise from acts or omissions of the Contractor, its agents, representatives, employees or Sub-contractors.

b. The Contractor shall indemnify and hold JFC HQ BRUNSSUM 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 JFC HQ BRUNSSUM furnished property, including facilities and utilities.

c. The Contractor shall pay compensation for all damage occurring to any JFC HQ BRUNSSUM's property, facilities and utilities, occasioned by the Contractor, its agents, representatives, employees or Sub-contractors, arising from its or their presence on JFC HQ BRUNSSUM premises in connection with the Contract.

d. All property of the Contractor while at JFC HQ BRUNSSUM premises shall be at the risk of the Contractor, and JFC HQ BRUNSSUM 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 JFC HQ BRUNSSUM agents, representatives or employees.

13. RIGHT OF ACCESS, EXAMINATION OF RECORDS

a. The Contractor shall give to the Purchaser and/or his representative 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.

b. The Contractor agrees that the Purchaser or any of his duly authorised representatives shall, until the expiration of three (3) years after final payment under this Contract, have unrestricted access to and the right to examine any books, documents, papers and records of the Contractor or sub-contractors as the Purchaser deems to be pertinent to this Contract.

c. The period of access and examination described in b. above for records which relate to either appeals under the "Disputes" clause of this Contract or litigation, or the settlement of claims arising out of the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

14. MAINTENANCE OF PREMISES AND FIXTURES

The Contractor undertakes to maintain the premises clean and attractive to a level specified by the Contracting Officer or such other supervisory authority as the Contracting Officer may designate; it shall also assume all expenses of repair caused by its negligence, that of its employees, or any other deed for which he may be held responsible.

Maintenance of fixtures and facilities is a responsibility of JFC HQ BRUNSSUM. The Contractor will not bear any charge regarding this matter, except in case of negligence or bad use as stated in paragraph above. The premises shall be available for inspection at any time by JFC HQ BRUNSSUM authorized representatives.

The Contractor shall not make any alterations to the premises and fixtures without prior written approval of JFC HQ BRUNSSUM. This does not prohibit the Contractor from providing suitable decoration for the facility at his own expense, with the previous approval of JFC HQ BRUNSSUM.

Failure by the Contractor to fulfil any of the provisions in the above paragraphs, after appropriate written notice by the Contracting Officer, shall give JFC HQ BRUNSSUM the right to cause these provisions to be fulfilled to JFC HQ BRUNSSUM requirements and to pass the full costs of such fulfilment to the Contractor for immediate reimbursement to JFC HQ BRUNSSUM without regard to any actions the Contractor may plan to take to obtain reimbursement from any other party or parties.

15. DOCUMENTATION

- a. JFC HQ BRUNSSUM shall categorize any document, which is required to be submitted for JFC HQ BRUNSSUM BS review and approval, as follows:
- (1) Approved
 - (2) Conditionally approved subject to the incorporation by the Contractor of JFC HQ BRUNSSUM comments
 - (3) Not approved for the reasons stated by JFC HQ BRUNSSUM
- b. No contractual relief shall be granted for documents not approved.
- c. All documents to be submitted by the contractor, unless specified differently in the contract, shall be submitted in three (3) hardcopies and on machine-readable magnetic media (one copy), the latter if available in a form to be agreed between the Contractor and JFC HQ BRUNSSUM.
- d. JFC HQ BRUNSSUM reserves the right without further payment to reproduce and/or translate, in whole or in part, for sole use in JFC HQ BRUNSSUM, any or all documentation supplied by the Contractor under the contract.
- e. The applicability of the above clauses 15.c. and 15.d. is extended to include information submitted in a machine readable form e.g. on magnetic media.

16. PATENT AND COPYRIGHT INDEMNITY

- a. The Contractor shall indemnify JFC HQ BRUNSSUM and its officers, agents and employees against liability, including costs, for infringement of any letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the government which issued the letters patent) arising out of the manufacture or delivery of supplies under this contract, or out of the use or disposal by or for the account of JFC HQ BRUNSSUM of such supplies. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by JFC HQ BRUNSSUM of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to:
- (1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used or directing a manner of performance of the Contract not normally used by the Contractor;
 - (2) An infringement resulting from an addition to, or change in, such supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
 - (3) A claimed infringement, which is settled without the consent of the Contractor, unless required by a court of competent jurisdiction.

17. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

- a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- b. In the event of any claim or suit against JFC HQ BRUNSSUM on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to JFC HQ BRUNSSUM, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of JFC HQ BRUNSSUM except where the Contractor has agreed to indemnify JFC HQ BRUNSSUM.
- c. This clause shall be included in all sub-contracts.

18. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- a. Ownership. As between the parties, the parties agree that that portion of the work product as created by operation of this contract relating to JFC HQ BRUNSSUM information shall belong exclusively to JFC HQ BRUNSSUM. That portion of the work product as created by operation of this contract relating to

Contractor's information, pre-existing work or which is generic to Contractor's software products shall belong exclusively to Contractor.

b. Pre-Existing Materials. Contractor may include in the supplies pre-existing work or materials. Contractor grants to JFC HQ BRUNSSUM a non-exclusive, non-transferable, non-assignable, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, and distribute (internally) copies of, and prepare derivative works based upon, such work and materials and the right to authorize others to do any of the foregoing solely for JFC HQ BRUNSSUM purposes and benefit under the applicable statement of work.

19. PRICES

a. **Unless otherwise indicated in the contract, all prices are firm and fixed.**

20. TAXES AND DUTIES

a. The Status of Forces Agreement (SOFA), in the Military Technical Arrangement signed between the ISAF and the Interim Government of Afghanistan provide that ISAF is exempt from all direct taxes and from customs duties in respects to articles imported or exported for its official use. The Contractor must provide documentation, as required to support the fact that the tax/custom exempt shipment is for ISAF use only.

b. The Contractor shall be responsible for customs clearances. ISAF Customs Office and the Requiring Activity shall provide reasonable assistance to the Contractor, in obtaining any necessary permits for clearing through customs points the equipment, products, materials and supplies necessary to perform services under this Agreement.

c. The Requiring Activity shall also provide documentary certificates identifying the goods and stating that goods en route to, or within, the area of operations are for the sole consumption of Requiring Activity. All shipping documents shall show ISAF as consignee and title to the goods for customs purposes, etc. and shall remain with ISAF at all times.

d. If the Contractor is compelled by application of any governmental law or regulation to pay any readily identifiable tax or duty in relation to this Agreement in accordance with the SOFA and the technical arrangements, he will indicate such tax or duty as a separate item of cost on his invoice. Any such tax or duty shall be fully identified by reference to the governmental law or regulation pursuant to which such tax or duty is enforced.

e. Following payment of the amount(s) for taxes or duties pursuant to the above, should the Contractor receive a rebate or rebates, of any part or all of the said amount(s) so paid, the Contractor shall notify the paying office promptly and the amount(s) of such rebate(s) shall be credited or paid over by the Contractor to the paying office at the paying office's option. The Contractor shall take any reasonable action required in order to obtain such rebate(s) whenever he is aware of the possibility of obtaining it (them). The submission of an invoice for taxes and/or duties under the provision of this clause shall constitute the Contractor's guarantee that such taxes have or will be paid. If for any reason the taxes or duties are not paid, they shall be refunded in full with any interest earned while the funds for such payment(s) were held by the Contractor.

f. The Contractor will promptly notify Purchaser and ISAF should he be compelled to pay any of the above-mentioned taxes or duties in order that ISAF can immediately take appropriate measures with the authorities concerned.

21. PAYMENTS

a. Payments for all supplies and services shall be made when properly supported by and acceptable invoices submitted upon completion of each works, specifically ordered by task order, followed by inspection and acceptance.

- b. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under this Contract.
- c. Payment will be effected in the currency or currencies of the Contract and the Contractor shall bear all related charges.
- d. JFC HQ BRUNSSUM shall not bear any cost related to financial guarantees, which the Contractor is required to provide under this Contract.

22. PREFERRED CUSTOMER

- a. The Contractor warrants that the prices set forth in this Contract, and appendices thereto, are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of services, equipment and/or parts covered by the Contract under similar conditions. In the event that prior to complete 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.
- b. Price in this sense means "Base Price" prior to applying any bonus; export tax reduction, turnover tax exemptions and other reductions based on National Policies.

23. INVOICES

- a. Invoices in respect of any supplies or services shall be prepared and submitted at the time and in the manner specified by the Purchaser and shall contain: **contract number, order number (if any), item number (as defined in the Contract), contract description of supplies or services, sizes, quantities, unit prices, and extended totals (exclusive of taxes and duties for which relief is available). Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.**
- b. In addition, where appropriate, documentary evidence of acceptance (as defined in the Contract) including copies of Certificates of Conformity shall be submitted together with each invoice.
- c. All invoices shall be addressed to the designated authority as specified by the Purchaser, which, for the purposes of this contract, shall be the Financial Controller, JFC HQ BRUNSSUM. Each copy of the invoice shall contain the following certificate:

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

A duly authorised company official on the designated original invoice shall sign the certificate.

24. AUTHORISATION TO PERFORM

- a. 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; that he and his sub-contractors have obtained or will obtain all necessary licences and permits required in connection with the Contract; that he and his sub-contractors are responsible for ascertaining and complying with all the national and local laws, decrees, labour standards and regulations of such country or countries, including any NATO regulations, during the performance of this Contract; and that no claim for additional monies with respect to any authorisations to perform will be made upon the Purchaser.

25. WORKING HOURS

The work shall be performed on weekdays in accordance with the official working hours of JFC HQ BRUNSSUM: 08:15H till 17:15H. The Contractor shall obtain from the Contracting Officer Representative the list of JFC HQ BRUNSSUM holidays during the period of performance for the contract.

Special requests shall be made to the Contracting Officer Representative for permission to work outside normal JFC HQ BRUNSSUM working hours or on JFC HQ BRUNSSUM holidays. Start times and planning of various stages of the work shall be co-ordinate with the Contracting Officer Representative and these times shall be adhered to.

Exceptionally, the Contractor accepts that JFC HQ BRUNSSUM may have a requirement that work be performed outside the normal working hours. The financial compensation shall be mutually agreed between the Contractor and the Contracting Officer.

26. LIQUIDATED DAMAGES

The contents of this clause will only be effective before the equipment will leave the port of embarkation, for each calendar day of delay in the performance of any relevant task or duty under the contract, and in lieu of actual damage, the Contractor shall pay to JFC HQ BRUNSSUM as fixed, agreed, and liquidated damages, 0.1% of the total contract price, less handling, transportation and taxes, to a maximum of 10% of the contract price. Alternatively, JFC HQ BRUNSSUM may terminate this contract in whole or in part as provided in the first paragraph of the "DEFAULT" clause and in that event the Contractor shall be liable, in addition to the excess costs provided in second paragraph of the "DEFAULT" clause, for such liquidated damages accruing until such time as JFC HQ BRUNSSUM may reasonably obtain delivery or performance of similar supplies or services. 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 third paragraph of the "DEFAULT" clause and in such event, subject to the "DISPUTES" clause, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.

27. ACCEPTANCE

Acceptance or rejection of the supplies or works shall be made as promptly as practicable after delivery or completion, except as otherwise provided in this contract.

Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which JFC HQ BRUNSSUM acknowledges that the Contractor has fully demonstrated that the deliveries or works are complete and operational. The formal acceptance will take place when the following requirements have been met:

- Availability at final destination of all deliverables or completion of all the works.
- Successful completion of acceptance testing or inspection.
- Verification of the inventory or of all required certificates.
- Satisfactory completion of all training or other services, if any, required by that date.
- Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.

b. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final

28. WARRANTY

Notwithstanding inspection and acceptance by JFC HQ BRUNSSUM of supplies furnished or work performed under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of twelve (12) months following the date of acceptance all supplies furnished and work performed under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract.

The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in the first paragraph of this clause within thirty days (30) after discovery of any defect.

Within a reasonable time after such notice, the Contracting Officer may either:

- (1) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of this contract within the meaning of the first paragraph of this clause; or

(2) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.

When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Contractor's plant and return.

If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer per the third paragraph of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that such supplies were not defective or nonconforming within the provisions of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "DISPUTES".

Any supplies or parts thereof furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered. Corrected parts will be warranted for a period not less than six (6) months starting at the time the part is received back at the user's location. In case of a provisional acceptance the warranty period starts at the date of provisional acceptance and ends twelve (12) months after the date of provisional acceptance.

Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "DISPUTES" clause of this contract.

The word "supplies" as used herein includes related services.

The rights and remedies of JFC HQ BRUNSSUM provided in this clause are in addition to and do not limit any rights afforded to JFC HQ BRUNSSUM by any other clause of the contract.

29. LIABILITY

- a. JFC HQ BRUNSSUM shall not be liable for any damage suffered by a person or object belonging to Contractor or a third party, except when this damage shall arise solely as a result of the physical state of the Business premises and in so far as JFC HQ BRUNSSUM itself shall be culpable or grossly negligent in this respect.
- b. Neither shall JFC HQ BRUNSSUM be liable for damage, which Contractor may suffer directly or indirectly in consequence of events which occur without JFC HQ BRUNSSUM being grossly culpable or negligent in that respect and which negatively affect the quiet enjoyment of the Business premises by Contractor.
- c. JFC HQ BRUNSSUM shall not be obliged to indemnify Contractor against any actual restriction which third parties may inflict on Contractor's enjoyment of the Business premises

30. ASSIGNMENT OF CONTRACT

- a. The Purchaser reserves the right to re-assign this Contract, in whole or in part, to a nominated representative(s) for administration purposes, provided that the Purchaser shall always be responsible for his obligations under the Contract and for actions of his assigned representative(s).

31. TRANSFER AND SUB-LETTING

- a. 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 previous consent in writing of the Purchaser.

32. SUB-CONTRACTS

- a. 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. The contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, being such approval pending the presentation of the same documentation, related to sub-contractors personnel to be employed at JFC HQ BRUNSSUM, as stated in the Clause titled "EMPLOYEES" herein.

- b. The Contractor shall not place sub-contracts outside the NATO member Nations unless the prior authorisation of the Purchaser has been obtained. Such authorisation will not be granted when the sub-contract involves the carrying out of classified work.
- c. The Contractor shall determine that any sub-contractor proposed by him for the furnishing of supplies or services which will involve access to classified information in the Contractor's custody has been granted an appropriate facility security clearance by the sub-contractor's national authorities, which is still in effect, prior to being given access to such classified information.
- d. The Contractor shall submit to the Purchaser five (5) copies of any sub-contracts or orders placed within fifteen (15) calendar days from such sub-contract or order signature.
- e. The Contractor shall submit a copy of any such proposed contract 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 achieve the contractual and technical requirements of this Contract. In fact, even if a sub-contract is placed, the Contractor remains responsible to JFC HQ BS for all obligations it assumes under this Contract.
- f. The Contractor shall, as far as practicable, select sub-contractors on a competitive basis consistent with the objectives and requirements of the Contract.
- g. Cancellation of the present contract shall automatically terminate all sub-contracts, unless agreed otherwise between JFC HQ BS and the Sub-contractors.

33. INSURANCE

The Contractor agrees to procure and maintain, without any cost to JFC HQ BS, any workmen's compensation, employees' liability or other type of insurance required by Host Nation Law.

The Contractor agrees to procure and maintain, without any cost to JFC HQ BRUNSSUM, a suitable civil liability insurance to cover, on the one hand, damage which could be caused to JFC HQ BRUNSSUM premises, e.g. by fire, and on the other hand, injury to persons. Proof of this insurance will be submitted to the Contracting Officer for verification of adequacy upon request..

34. FURNITURE AND EQUIPMENT

The Contractor may furnish, install and maintain its own furniture and equipment without any cost or expense to JFC HQ BRUNSSUM. Approval from the Contracting Officer or his representatives is required prior to the installation of any major item of Contractor equipment. The equipment, furniture and fixtures provided by the Contractor shall not be removed without prior written approval of JFC HQ BRUNSSUM and, in the event of removal all costs and expenses thereof shall be borne by the Contractor.

35. CONTRACTOR NOTICE OF DELAY

- a. In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the Contract delivery schedule or date for whatever reason, including actual or potential labour disputes, he shall immediately notify the Purchaser's Contracting Authority in writing, giving pertinent details. This data shall be deemed to be information only in character and this provision shall not be construed as a waiver by the Purchaser of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.
- b. When such delay has been caused by the occurrence of any cause constituting Force Majeure and as soon as possible, the Contractor shall give notice and full particulars in writing to the Contracting Officer of such occurrence, as well as its claim for a reasonable extension in time for completion of its obligations under this Contract. If the Contractor, in despite of that extension, remains unable by reason of Force Majeure to perform its obligations and meet its responsibilities under this Contract, JFC HQ BRUNSSUM has the right to suspend or terminate this Contract on the same terms and conditions as are provided for in the clause titled "DEFAULT" herein.

36. DEFAULT

1. JFC HQ BRUNSSUM may, subject to the provisions of paragraph 3 below, by written notice of termination to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

a. If the Contractor fails to perform the uninterrupted services within the time specified herein or any extension thereof; or

b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period authorized by the CO in writing after receipt of notice from the CO specifying such failure (Cure Notice).

2. In the event JFC HQ Brunssum terminates this contract in whole or in part as provided in paragraph 1 of this clause, JFC HQ BRUNSSUM may procure services similar to those so terminated and the Contractor shall be liable to JFC HQ BRUNSSUM for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

3. Except with respect to defaults of sub-Contractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without default or negligence of the Contractor. 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 liable for any excess costs for failure to perform unless the services to be furnished by the sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. 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, if the contract contains a clause providing for termination for convenience of JFC HQ BRUNSSUM, be the same as if the notice of termination had been issued pursuant to such clause. 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 if this contract does not contain a clause providing for termination for convenience of JFC HQ BRUNSSUM 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 concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

5. Both parties are under duty of good faith and will take the circumstances under which the Contract is executed into consideration.

37. STOP WORK ORDER

a. 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. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an 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 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:

(1) Cancel the stop work order, or

(2) Terminate the work covered by such order as provided in the "Termination for Convenience of the Purchaser" clause of this Contract.

b. If a stop work order issued under this clause is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume work. 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:

(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

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

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

38. PURCHASER DELAY OF WORK

a. 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 his 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. 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 (i) to the extent that performance would have been delayed or interrupted by any other clause, including the fault or negligence of the Contractor; or (ii) for which an adjustment is provided or excluded under any other provision of this Contract.

b. No claim under this clause shall be allowed (i) 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 (ii) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such delay or interruption, but not later than the date of final payment under the Contract.

c. No claim under this clause shall be allowed for any delay resulting from restriction of access to JFC HQ BRUNSSUM facilities as a consequence of the conduct of security or safety exercises provided that such restrictive measures do not exceed five (5) working days over a year period, and that the access restrictions are notified by the Contracting Officer, in writing, to the Contractor at least 7 days prior to their implementation.

39. TERMINATION FOR CONVENIENCE OF THE PURCHASER

a. The Purchaser in accordance with this clause in whole may terminate the performance of work under this Contract, or from time to time in part, whenever the Purchaser shall determine that such termination is in the best interest of the Purchaser. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

b. After receipt of a Notice of Termination and except as otherwise directed by the Purchaser, the Contractor shall:

(1) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(2) Place no further orders or sub-contracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated.

(3) Terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(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.

(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.

- (6) Transfer title and deliver to the Purchaser in the manner at the times, and to the extent, if any, directed by the Purchaser the:
- (a) Fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination.
 - (b) 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.
- (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 Purchaser, any property of the types referred to in paragraph 6 above. However, the Contractor:
- (a) Shall not be required to extend credit to any Buyer.
 - (b) May acquire any such property under the conditions prescribed by and at a price or prices approved by the Purchaser; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Purchaser to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such manner as the Purchaser may direct.
- (8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (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.
- c. The Contractor may submit to the Purchaser a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorised by the Purchaser, and may request the Purchaser to remove such items or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Purchaser upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.
- d. After receipt of a Notice of Termination, the Contractor shall submit to the Purchaser his termination claim, in the form and with certification prescribed by the Purchaser. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Purchaser, upon request of 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, he may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of 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.
- e. Subject to the provisions of paragraph d., 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. Nothing in paragraph f. of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Purchaser to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph e.
- f. In the event of the failure of the Contractor and the Purchaser to agree as provided in paragraph e. upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, 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 paragraph e.:

(1) For completed supplies accepted by the Purchaser (or sold or acquired as provided in paragraph b. (7) above) and not therefore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges.

(2) The total of:

(a) The costs incurred in the performance of the work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph f. (1) hereof;

(b) The cost, of settling and paying claims arising out of the termination of work under sub-contracts or orders, as provided in paragraph b. (5) above, which are properly chargeable to the terminated portion of the Contract, exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by sub-contractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (a) above; and

(c) A sum, as profit on (a) above, determined by the Purchaser to be fair and reasonable; provided, however, that if it appears 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.

(3) 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 hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection, or disposition of property allocable to this Contract.

g. The total sum to be paid to the Contractor under (1) and (2) of paragraph f. shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Purchaser shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in f. (1) and (2)(a) above, the fair value, as determined by the Purchaser, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Purchaser, or to a buyer pursuant to paragraph b. (7) above.

h. The Contractor shall have the right of appeal, under the clause of this Contract entitled "Disputes", from any determination made by the Purchaser under paragraphs d. or f. above, except that if the Contractor has failed to submit his claim within the time provided in paragraph d. above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Purchaser has made a determination of the amount due under paragraphs d. or f. above, the Purchaser shall pay the Contractor the following if:

(1) There is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchaser, or

(2) An appeal has been taken, the amount finally determined on such appeal.

i. In arriving at the amount due to the Contractor under this clause there shall be deducted:

(1) All un-liquidated advance or other payments on account theretofore made to the Contractor, applicable to the termination portion of this Contract.

(2) Any claim which the Purchaser may have against the Contractor in connection with this Contract.

(3) The agreed price for, or the proceeds of the sale of, any materials, supplies, 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.

j. If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Purchaser a request in writing for an equitable adjustment of the price or prices specified in the Contract 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.

k. 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 as notified by the National Bank Of the Netherlands or such other official source as may be determined by the Purchaser, for the period from the date the excess is received by the Contractor to the date such excess is repaid to the Purchaser, provided, however, that no interest shall be charged with respect to any such excess payment attributed to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the Purchaser by reason of the circumstances.

I. 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, 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.

40. PREMATURE TERMINATION

a. Either party shall be entitled to terminate the agreement immediately by registered letter in the event that the other party shall act contrary to the provisions of this agreement and if such activities are not ended within fourteen days after receipt of the registered letter in which the terminating party indicates the conflict between these activities and the provisions of this agreement. In case JFC HQ BRUNSSUM enforces this article, Article 36 – Default applies also.

b. In the event that this Headquarters is dissolved or transferred to another location, this agreement will be terminated completely by notification through registered Contractor a minimum 3 months advance notice. In this event, JFC HQ BRUNSSUM shall not be liable for any costs, to include, but not limited to, loss of profit, revenue, etc., associated with this termination.

c. In the event that future legislation and regulations make it impossible to continue the tax-free selling of goods in the business premises, parties shall consult for a review of the conditions of this agreement. Should the parties not reach an agreement as such then either party shall be entitled to terminate the agreement prematurely as of the date of the changed legislation or regulations coming into force.

d. Upon termination or ending this agreement in consequence of the reasons specified above, the payment obligations already created shall remain in force, unless specified above.

41. DISPUTES AND ARBITRATION

The Parties agree to attempt to resolve all disputes arising out of the performance of this contract or relative to this contract through an amicable settlement.

Should the CO and the Contractor fail to come to an amicable settlement of the dispute, the dispute will be settled through arbitration, in accordance with the following:

The Party instituting the arbitration proceedings shall advise the other Party by registered letter, with official notice of delivery, of his desire to have recourse to arbitration. Within a period of thirty (30) days from the date of receipt of this letter, the Parties shall jointly appoint an arbitrator. In the event of failure to appoint an arbitrator, the dispute or disputes shall be submitted to an Arbitration Tribunal consisting of three arbitrators, one being appointed by JFC HQ BRUNSSUM, another by Contractor, 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 (15) days following the expiration of the first period of thirty (30) days, or should the two arbitrators be unable to agree on the choice of the third member of the Arbitration Tribunal, within thirty (30) days following the expiration of the said first period, the appointment shall be made, within twenty-one (21) days, at the request of the Party instituting the proceedings, by the Secretary General of Permanent Court of Arbitration at The Hague.

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.

Any arbitrator must be of the nationality of any one of the member states of JFC HQ Brunssum and shall be bound by the rules of security in force within JFC HQ Brunssum.

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 JFC HQ Brunssum, 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.

An arbitrator who, for any reason whatsoever, ceases to act as an arbitrator shall be replaced under the procedure laid down in sections above of this article.

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 the signature of the present contract.

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. CLAIMS

a. The Contractor shall assert claims in writing and by registered mail, and in accordance with the terms set out below:

b. Claims shall be submitted within:

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

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

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

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.

d. 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

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

f. The Contractor without prior approval of the Purchaser may assign no claim arising under this Contract.

43. RELEASE OF CLAIMS

a. 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:

- (1) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor.
- (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.
- (3) An infringement resulting from specific written instructions from the Purchaser under this Contract.
- (4) An infringement resulting from changes or additions to the goods and services subsequent to final delivery and acceptance under this Contract.

44. SPECIAL TERMINATION CLAUSE

If at any time while this Contract is in force either party find itself in one of the following situations:

- (1) Death, supervened incapacity or extinction of its legal entity;
- (2) Declaration of bankruptcy, reorganisation of debts, take over by a trusty, or any other legal status implying lack of capacity to enter new financial liabilities,
- (3) Change of activity in such a manner that it becomes incompatible with the purpose of this Contract,

Then the other party shall be entitled to terminate this Contract upon giving written notice of termination under the provisions of this clause to the other party. Such termination shall not be considered as termination for convenience and shall be effective on the date stated on that notice of termination.

45. EXTRAS

a. Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorised in writing by the Contracting Authority.

46. RELEASE OF INFORMATION

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

47. LANGUAGE

a. In the event of any inconsistency between the original English text of this Contract and any translation into another language, the original English text will govern.

b. All written correspondence and reports provided by the Contractor shall be, as a minimum, in English.

48. SECURITY

a. 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. He 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.

b. In particular the Contractor undertakes to:

- (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.
- (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.
- (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.
- (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.
- (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 and level of clearance.
- (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.
- (7) Limit the dissemination of NATO classified information to the smallest number of persons as is consistent with the proper execution of the contract.
- (8) Comply with any request from the National Security Authority or designated security agency that persons entrusted with NATO classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other NATO nations in which they may have access to classified information.
- (9) Report to the National Security Authority or designated Security Agency any breaches or suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the National Security Authority or designated Security Agency, e.g. reports on the holdings of NATO classified information.
- (10) Apply to the Purchaser for approval before sub-contracting any part of the work, if the sub-contract would involve the sub-contractor in 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) 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.
- (12) Classify any produced document with the highest classification of the NATO classified information disclosed in that document.
- (13) The Contractor ensures that its employees are informed that they may be searched when they enter or leave JFC HQ BRUNSSUM's premises.
- (14) The contractor shall place the sub-contractor, if any, under security obligations no less stringent than those applied to its own contract.
- (15) The contractor undertakes to provide JFC HQ BRUNSSUM Security Office with an information sheet on all its employees, before they take up their duties, using the form provided by that Office.
- (16) The Contractor accepts to terminate immediately the duties at JFC HQ BRUNSSUM of any employee whose presence is deemed undesirable by JFC HQ BRUNSSUM on the same day that such notification is given by the Contracting Officer or JFC HQ BRUNSSUM Security Officer, without JFC HQ BRUNSSUM being required to state the reasons. Furthermore, in no case JFC HQ BRUNSSUM may be held responsible for the consequences of such a decision.

49. HEALTH, SAFETY AND ACCIDENT PREVENTION

- a. The Contractor shall comply with the European Union, Host Nation Laws and Regulations on safety at work and with the regulations in force with regard to health, protection, safety and hygiene.
- b. 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 to stop work 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.

50. JFC HQ BRUNSSUM REGULATIONS

- a. The Contractor shall comply with the applicable provisions of JFC HQ BRUNSSUM regulations and directives as communicated to it by the Contracting Officer

51. CORRUPTION AND ILLICIT GRATUITIES

- a. The Contractor certifies that neither it nor its agents or representatives have offered or given any gratuity whatsoever to any JFC HQ BRUNSSUM personnel, with a view to securing a contract or favorable treatment with regard to the award, modification or execution of this Contract.
- b. JFC HQ BRUNSSUM may, by registered letter, terminate this Contract without notice if it is found, after an investigation instituted by JFC HQ BRUNSSUM, that gratuities (in the form of entertainment, gifts or others) were offered or given by the Contractor to JFC HQ BRUNSSUM personnel with respect to the award of this Contract or to the taking of any decision regarding its execution

52. CONTRACT ADMINISTRATIONS AND COMMUNICATIONS

The Contractor shall direct all inquiries, notices and communications regarding this Contract to the Contracting Officer, which may be personally delivered, mailed, or copied to the following address:

JOINT FORCE COMMAND HQ BRUNSSUM
Resources Directorate – Financial Resources Branch
Purchasing & Contracting Section
PO BOX 270
6440 - AG - BRUNSSUM
THE NETHERLANDS
Telephone: +31 (0) 45 526 3005
Facsimile: +31 (0) 45 526 2183

All inquiries, notices and communications between the Contractor and JFC HQ BRUNSSUM shall be written in English and in all correspondence the Contract number shall be mentioned.

53. ORDER OF PRECEDENCE

In the event of any inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved giving precedence in the following descending order:

1nd The Special Provisions (if any).

2nd These General Provisions

The above documents form entire part of the contract.

54. CONTRACT EFFECTIVE DATE (CED).

The effective date of the Contract is the date of last signature by the Parties, or a specific date set forth in the Contract.

NON-BINDING PROVISIONS

a. In the event that one or more provisions of this agreement shall prove to be non-binding, the other provisions of this agreement shall remain in force between the two parties. The parties commit themselves to replace non binding provisions with provisions that are binding and which - in view of the objective and intent of this agreement - deviate as little as possible from the non-binding provisions.

BOOK 2, Part 2

STATEMENT OF WORK

Statement of Work

NATO Armored Vehicles

1.0 Overview

- 1.1 This document details the base vehicle, ancillary equipment, armoring requirements, acceptance inspection, ballistic and blast certification and warranty requirements for fully armored vehicles to be used by NATO/ISAF missions for the protection of deployed personnel.
- 1.2 The scope of armor protection for these vehicles must address the following threats and adhere to the parameters as set out in:

STANAG 4569, AEP55 Vol.2 ED1, level 1 and level 2a as directed.

BRV 1999 version 15 July 1999 "Testing and Certification of Bullet Resistant Vehicles", level VR6 or VPAM-BRV 2009, level VR7.

Simultaneous detonation of 2 x DM 51 German Ordnance Grenade (or similar equivalent full charge) on the roof of the vehicle in accordance with Federal German Criminal Department (BKA) requirements.

Detonation of a 15 kg TNT charge to the side of the vehicle in accordance with Federal German Criminal Department (BKA) requirements.

See the four attached respective test sketches in paragraph 16.0.

2.0 Base Vehicle Requirements

- 2.1 The base vehicle shall be a left hand drive in new and unused condition, and of current production. It shall be equipped with a permanent or selectable 4-wheel-drive system and suitable for use under extreme climatic and physical conditions. It shall provide ample space and payload for driver plus up to 4 passengers with luggage. Seats behind driver must face forward.

- 2.2 Minimum base vehicle requirements:

| | |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Engine: | 4.5 liter diesel engine or larger with turbo charger and intercooler producing a minimum of 173 kw at 3200 rpm with 615 Nm of torque at 1800-2200 rpm. Engine must be capable of operating on F34/F35 fuel IAW NATO Single Fuel Policy |
| Gearbox: | 6 speed automatic, dual range |
| Brakes front/ rear: | Front discs/ Rear discs |
| Suspension front/ rear: | Coil/coil |
| Payload after armoring: | Minimum – 600 kg. In accordance with the norms 92/21 EG and EN 1646-2 the payload must not include the weight of the driver calculated at 75 kg, a 90% fuel tank capacity and 7 kg of luggage as these must be included in the empty weight of the car. |

| | |
|--------------------|-------------------------------------------------------------------------|
| Number of doors: | 2 front doors, 2 rear doors and split lift-up/fold down cargo bay doors |
| Length, minimum: | 4.950 mm |
| Height | 1.980 mm |
| Width, minimum | 1.970 mm |
| Wheelbase, minimum | 2.850 mm |
| Colour: | Silver |
| Interior: | fabric with rubber floor covering |

2.3 Required Base Vehicle Options

- Heavy duty front air conditioner
- Fuel heater
- Additional oil cooling system
- 200 amp (or higher) alternator
- Crank Batteries (2 x 750 CCA, wired in parallel) – 1,500 Cold Cranking Amps at -18 degrees Celsius.
- Dual fuel tanks – combined capacity to be no less than 93 liters
- Front and rear mudguards,
- Stereo AM/FM radio with CD-player, automatic antenna and loudspeakers
- Side steps/ running boards, left and right
- Rear step
- Automatic door locking system with remote
- Anti-theft alarm system
- Power door locks – activated by driver and front passenger
- Front and rear heavy duty towing eyes
- Rear Pintle Hook
- High Altitude compensator
- Electric outside mirrors with heating (if available)
- Lockable fuel lid – activated/controlled from inside the vehicle
- Manual free wheel hubs
- Multi-terrain ABS
- Limited slip differential
- Intercooler
- Cigarette lighter
- Front and rear interior lights

- Power-assisted steering
- Air bag for driver and front passenger (if available)
- Head rests and 3-point safety belts for front and rear seats
- Lockable glove compartment
- Body-mounted steps
- OEM Handbook in English
- 3 Spare ignition/operation keys

3.0 Ancillary Equipment

3.1 Wheels and Tires

Vehicle tires and rims, including full size spare tire, must be capable of carrying the modified gross vehicle weight, and tires must have a European load index of 120 and a speed symbol of R. The preferred tire size is 265/70/R17. Provide detailed tire and rim specifications. Provide photos of tires and rims.

3.2 Run-flat System

Each wheel assembly, including the spare tire, will be fitted with a full size run-flat system. Preferred run-flat systems are Rodgard or Hutchinson. Other run-flat systems may be proposed but the proposal must compare its quality to the two preferred systems and identify the individual cost difference (per tire) for the other proposed run-flat system. Run-flats must be certified to continue driving with punctured tires over a distance of 50 km at a speed of 50km/h. Each wheel must be marked with a sticker that carries the manufacturer's name that informs maintenance personnel about the fact that a run-flat system was installed.

3.3 Suspension System and Braking System

3.3.1 The OEM suspension system and the OEM braking system must be modified to achieve the original OEM suspension and braking performance characteristics after all modifications (including armor) are complete. These modifications include but are not limited to:

1. Replacement of front brake discs with larger discs that are ventilated and punctured.
2. Replacement of rear brake discs with larger discs that are ventilated and punctured.
3. Replacement of front brake pads with larger and more durable brake pads.
4. Replacement of rear brake pads with larger and more durable brake pads.
5. Replacement of all brake hoses with steel-flex brake hoses
6. Replacement of brake fluid with DOT5.1 brake fluid.
7. Replacement of front coil springs with heavy-duty coil springs.
8. Replacement of front shock absorbers with heavy-duty shock absorbers.
9. Replacement of rear shock absorbers with heavy-duty shock absorbers.
10. Replacement of rear coil springs with heavy-duty coil springs.

11. Replacement of rear torsion bar with heavy-duty torsion bar.

3.3.2 Any additions/deletions to this list of equipment to achieve the required original OEM suspension and braking performance characteristics must be explained in detail. Manufacturer names of the various components together with detailed photos of every component shall be provided. Buyer reserves the right to test drive the vehicle to determine acceptable handling characteristics as a criteria for vehicle acceptance.

3.4 Front Bull Bar/Self Recovery Winch

Install a wrap-around bull bar with self recovery winch, attached fog lights and blue strobe lights. Provisions for a high-lift jack must be included. Bull bar preferred supplier is either ARB or TJM. Other bull bars may be proposed but the proposal must compare its quality to the two preferred sources and identify the individual cost difference for the other proposed bull bar. Install WARN XDi9000 with a pulling capability of up to 4.080 kg, 30 metres of winching cable and remote control handset. Provide winching tools i.e., choker chain, tree saver, gloves, shackles and snatch block in a separate bag inside the luggage compartment. Switch controls for the fog lights and strobes will be conveniently located within reach of the driver or front passenger, readily accessible and clearly labelled. Provide a photo and detailed information of the bull bar, winch and lights intended to be fit.

3.5 Stone Chipping Protection

Provide transparent polycarbonate plate. Must be installed to protect the headlamps of the vehicle against stone chipping. Provide photos/drawings with bid.

3.6 Intercom System

Install high quality intercom to include microphones in both outside mirrors and a hand-held microphone centrally installed on the dashboard to enable inside/outside communication without opening doors or windows. The system should include separate volume controls for both the inside and outside volume, and be powerful and clear enough that the front passenger and/or driver will be capable of speaking to and hearing from persons located a minimum of 3 meters from either door.

3.7 Roof Rack

Install high quality roof rack with foldable ladder. Minimum weight bearing capacity shall be 250 kilograms. Preferred suppliers are African Outback and ARB. Other roof racks may be proposed but the proposal must compare its quality to the two preferred sources and identify the individual cost difference for the other proposed roof rack. Provide detailed information about the roof rack including weight bearing capacity.

3.8 Window Tinting

No window tinting is permitted. Window tinting of any kind will not be accepted.

3.9 Alarm Siren/Public Address System

An electronic system shall be installed in the vehicle that will emit at least two siren tones and will allow the front passenger and driver to transmit his or her voice through the siren speaker. Controls for this system, including the microphone for the public address system, will be conveniently located within reach of the driver or front

passenger, readily accessible and clearly labelled. In addition to the driver/front passenger controls for the siren, two additional siren activator switches shall be installed inside the center and rear of the vehicle, easily accessed and protected from accidental activation. The bidder is requested to provide detailed information about the system including power rating of the system and speakers.

3.10 Vehicle Alarm

The vehicle alarm system will provide audible and visual indicators in the event that:

- a. The hood or any one of the doors is forced open when the alarm is active
- b. The vehicle is bumped or moved when the alarm is active
- c. The main battery is disconnected when the alarm is active

3.11 Window Opener

Install driver's door electric or hydraulic window opener. It must be possible to lower the window by at least 150 mm to enable the driver to pass documents outside of the vehicle without opening the door. The window opener must be a heavy-duty retrofit scissors unit capable of lifting the heavy door window throughout the entire life-cycle of the vehicle. Upgraded original window opener is not acceptable. Provide photos and detailed technical explanation.

3.12 Interior Appearance of the Vehicle

The inside of the armored vehicle should be durable with the look resembling a non-armored vehicle. Carpet trim is not acceptable. All materials must be flame resistant and designed for the use in the automotive sector.

3.15 Emergency Exit

Install emergency exit to enable passengers in rear compartment to rapidly egress vehicle after an accident or bomb attack. Emergency exit location and operation must not be interfered by installed roof rack or any other modification. The exit must not compromise the ballistic integrity of the armor and blast protection of the vehicle. It shall not be electrically operable. The release handles must be within easy reach of the occupants, with a minimum profile to prevent occupant injury upon an impact. Provide detailed technical information and photos/drawings. Provide plan detailing how the exit will remain water proof and that the protective integrity of the armor is not compromised. This applies for rifle fire and explosives detonated on or next to the vehicle. The emergency exit is not excluded from addressing the threats and adhering to the parameters of as set out in BVR 1999, VR6, and STANAG 4569, AEP55 Vol.2 ED1, level 1 and the required side blast protection sited in the overview of this Statement of Work.

3.16 Back-up / Emergency Battery (Battery fitted as extra to OEM Batteries)

A third battery is installed to support the two OEM starter batteries for an emergency back-up, using a simple push button activated selector switch to connect the primary crank batteries with the emergency crank battery. The battery power of the additional battery to be no less than 975 Cold Cranking Amps at -18 degrees Celsius. The protective armor of the back-up/emergency battery, must be identical to the main crank battery protective armor, therefore the emergency crank battery is to be located within the protective confines of the vehicle cabin. An installed charge divider is to ensure only the main batteries are used for normal cranking operations and that the Back-up/Emergency battery is maintained with a full charge, but not overcharged. Provide photos of OEM crank batteries and third emergency battery location, selector switch button, battery armor and charge divider.

3.17 Battery Disconnect

All batteries must be able to be individually disconnected through an ON/OFF master battery control switch, clearly marked and readily accessible to the driver. Provide photos of his system.

3.18 Vehicle Jack and Tools

Provide a heavy-duty hydraulic vehicle jack with each vehicle. The jack must be capable of lifting either side of the vehicle's modified gross weight without any other assistance. Vehicle jack must be secured to prevent movement while the vehicle is in motion, or in the event of a collision or explosion. A compact tool box with an assortment of 70 to 80 high quality tools and a snap strap with two shackles must also be supplied with each vehicle. Storage of vehicle jack and tools shall be minimized and not reduce passenger compartment area. The bidder is requested to provide photos and technical specifications with his bid.

3.19 Engine Fire Suppression System (FSS)

3.18.1 The engine FSS canister with pressure gauge should be mounted in the rear luggage/cargo compartment in a manner that will not interfere with the operation of the FSS and the pressure gauge can be easily read. The FSS must be FIA-approved, refillable in theatre and environmentally friendly. FSS tubing is to be installed on top of the floor armor and under the carpet such that it will not impede the flow of the fire retardant. The FSS will be automatically discharging when a temperature sensor mounted on the firewall reaches 160 degrees Celsius (288 degrees Fahrenheit).

3.19.2 The FSS will be capable of being manually discharged by a switch located within reach of the front passenger and driver. The switch is to be clearly labelled and protected by a guard to prevent accidental discharge.

3.19.3 The nature of the fire suppressant will be such that it will not cause damage to the engine should it be drawn into the engine air intake when the engine is running.

3.19.4 The canister shall be protected by a cage or box to prevent damage from articles placed in the luggage/cargo compartment.

3.20 Exhaust Screen

3.20.1 A wire mesh will be installed and welded across or inside of the tail pipe(s) to prevent the insertion of items larger than 9 mm in diameter.

3.20.2 The structure of the wire mesh shall be such that it will have no effect on the back pressure of the OEM exhaust system.

3.21 Labelling

3.21.1 All ancillary equipment located under the hood or inside the vehicle shall be easily identifiable and clearly labelled.

3.21.2 A placard will be attached to the inside driver's door jam (B-column), just below the locking mechanism listing the following information:

- a. Total Curb Weight (un-armored)
- b. Total Curb Weight (armored)
- c. Curb Weight Front Axle (armored)
- d. Curb Weight Rear Axle (armored)
- e. Gross Vehicle Weight (armored)

- f. Front tire inflation pressure (for adjusted gross vehicle weight)
- g. Rear tire inflation pressure (for adjusted gross vehicle weight)

4.0 Armor Application

4.1 Mandatory Protective Requirements

- The vehicle must be armored to level VR6 in accordance with BRV 1999 or level VR7 in accordance with VPAM-BRV 2009.
- The vehicle must provide the highest level of side blast protection against IEDs according to BKA requirements.
- The vehicle must provide protection against hand grenades detonated on its roof according to BKA requirements.
- The vehicle must provide protection against anti-personnel mines detonated under its floor according to STANAG 4569, level 1.
- The vehicle must provide protection against anti-tank mines detonated under its front wheel according to STANAG 4569, level 2a, AEP55, VOL2. ED1. (added)

4.2 Independent Testing and Certification

4.2.1 The vehicle must have been tested and certified in accordance with BRV 1999 level VR6 or VPAM-BRV 2009, level VR7 by an internationally renowned and accepted testing authority such as Beschußamt Mellrichstadt, Beschußamt Ulm, Beschußamt Munich, IABG or QinetiQ.

4.2.2 The bidder must provide certificates for the following tests/certification and a point of contact at the authority where the certification was conducted for verification by the buyer.

- Certificate that confirms that the vehicle has successfully passed BRV 1999 level VR6 or VPAM-BRV 2009, level VR7.
- Certificate that confirms that two hand grenades were detonated on its roof and that the test was successfully passed in accordance with Federal German Criminal Department (BKA) requirements.
- Certificate that confirms that one DM 31 anti-personnel mine was detonated under the driver's seat and that the test was successfully passed in accordance with STANAG 4569, AEP55 VOL. 2 ED1, level 1.
- Certificate that confirms that one 6 kg blast mine was detonated under the front wheel and that the test was successfully passed in accordance with STANAG 4569, AEP55 VOL. 2 ED1, level 2a.
- Certificate that confirms that an explosive charge with the blast force of 15 kg TNT was detonated centrally at two meters to the side of the passenger compartment 100 cm above the ground in accordance with Federal German Criminal Department (BKA) requirements.

4.2.3 All tests with explosives must have been conducted with a Hybrid III dummy properly positioned in the driver's seat, connected with a data recording system capable of measuring the acceleration forces and compressions caused by the effects of the blast. The recorded data must be submitted together with the bid. Non-compliance will result in the rejection of the bidder.

4.2.4 If the certificate consists of more than one page, all pages are to be submitted together with the bid.

4.3 Vehicle Look

Vehicle must look as much as possible like a non-armored vehicle. Flat windscreen glass, cargo bay glasses or glass that is significantly reduced in size will not be accepted. Provide photos of the wind screen, door glasses and cargo area glasses.

4.4. Vehicle Design

The following protective technical requirements must be met:

4.4.1 Transparent Armor

Only high-quality transparent armor with a minimum thickness of 39 mm and polycarbonate coating on the inside will be accepted. Preferred suppliers are: APG, Isoclima and Sully. Off-set glass is not acceptable. Each piece of glass will carry the logo of the glass manufacturer with the number of the respective piece of glass. Each number must be listed in the owner's manual. All glass will carry three-year warranty against factory defects and delaminating. Glazing with irregularities distorting the drivers view will not be accepted. The transparent armor will not be tinted. Technical inspection may reject any glazing which is deemed to be hazardous. Transparent armor will be fitted to all window openings in the passenger compartment. Submit photos of glass design.

4.4.2 Opaque Armor

All opaque armor used will meet the following specification:

| | | |
|---------------------------------|---------------------------------------------------------------------------------------|------------------|
| Chemical Composition: | C | max. 0,32 % |
| | Si | max. 0,1 – 0,4 % |
| | Mn | max. 1,2 % |
| | P | max. 0,015 % |
| | S | max. 0,010 % |
| | Cr | max. 1,0 % |
| | Ni | max. 1,8 % |
| | Mo | max. 0,7 % |
| | B | max. 0,005 % |
| Hardness: | 480 – 540 HBW in accordance to Brinell hardness test EN ISO 6506-1 | |
| Charpy-V -40 degree Centigrade: | 10 x 10 test specimen, Min 25 Joule in accordance with Charpy impact test EN 10 045-1 | |
| Yield strength: | RP 0,2 N/mm ² minimum 1250 | |
| Tensile Strength: | Rm N/mm ² minimum 1450 to 1750 in accordance with EN 10 002-1 | |
| Elongation: | A5% minimum 8 50% minimum 10 | |
| Dimensional Tolerances: | in accordance with EN 10 029 | |
| Surface Properties: | in accordance with EN 10 163-2 Class B subclass 3 | |

The required thicknesses are:

| | |
|--------------------------|-----------|
| Horizontal armor: | min. 6 mm |
| Vertical armor: | min. 8 mm |
| Roof armor: | min. 6 mm |
| Floor armor: | min. 8 mm |
| Fuel tank armor: | min. 6 mm |
| Window frame armor: | min. 4 mm |
| Overlap armor: | min. 6 mm |
| Spall channel lip armor: | min. 4 mm |

Provide detailed information identifying steel manufacturer and type of steel to be used.

4.4.3 Door Design

Door design shall cope with the additional weight of the armor. Door and window frames shall be reinforced to provide door stability. Door support panels and hinges shall be reinforced with steel to ensure that the panels do not bend and doors do not sag during daily routine use for a minimum of five years. Provide photos and detailed description of all door enforcements.

4.4.4 Door Hinges

Replace original door hinges with heavy-duty, service-free hinges capable of supporting the weight of the armored door. Reinforced original door hinges are not acceptable. Provide photos with description of heavy-duty door hinges.

4.4.5 Reinforcements of the Pillars

Reinforce all pillars from the inside, from top to bottom, to increase blast protection and prevent bending where the doors are attached.

4.4.6 Swing Straps

All doors must be secured with check straps to prevent over extension of the door upon opening. The straps must be connected to the door armor plate and the respective pillar. Submit photos describing check straps and how they are fitted.

4.4.7 Gas Shocks Inside the Doors

Integrate gas shocks into the door opening system. Provide photos and detailed description of gas shock door system.

4.4.8 Door Window Frames

Secure all door windows with armor steel U-profiled window frame. Window frame modification must prevent windows from being forced out of position in the event of an external explosion. Provide photos and description.

4.4.9 Door Armor Plate

Door armor plate must be a single piece, directly connected to the door frame and has contact with the overlap system when the door is closed. Window opener must be installed behind the door armor plate on the outside of the protective cage to

prevent it from being forced inside the cabin in the event of an external explosion. Close-to-the-skin and puzzle armor are not acceptable. Provide photos and description of door armor.

4.4.10 Door Lock Protection

A manual dead-bolt type door lock protection system shall be installed. Provide photos and description of door lock protection.

4.4.11 Overlapping and Spall Channels

Overlapping shall be an integral part of the armoring concept and protect occupants against projectiles, fragments of projectiles and the effects of an external explosion. Overlapping shall ensure door or door parts are not forced inside the vehicle by an external explosion. All four sides of the door opening shall have one continuous overlap--from corner to corner without interruption. Additionally, spall channels shall be welded to all four overlaps from corner to corner to protect occupants against 45° angle shots. Spall channel weld seams shall be covered from behind to prevent small fragments or projectiles from entering the passenger compartment. Space between door armor and overlap system shall be minimal when door is closed. Provide photos and detailed description of overlapping and spall channels.

4.4.12 Mirror Triangle

The mirror triangle shall be covered with armored steel. Provide photos of armored mirror triangle.

4.4.13 Protection of Weld Seams

All weld seams accessible from the inside the vehicle (by removing trim or carpet) must be covered with an additional strip of armor steel to prevent projectile fragments from entering passenger cabin through the weld seam. Floor armor weld seams may not be covered, but must be seamless. Provide photos and detailed description of weld seam protective measures.

4.4.14 Luggage Compartment Protection

Armoring of the luggage compartment is not required. The armored passenger compartment is to be separated from the non-armored luggage compartment by a division wall with a large window with a maximum size of 600mm x 600mm, made of transparent armor complying with the criteria stated in paragraph 4.4.1 of this SOW. Additionally, this transparent armor must be reflection free to avoid unwanted mirror effects. The division wall must not interfere with the rear seat decline and offer space to stow items such as body armor and helmets behind the seat. Luggage compartment windows do not require transparent armor as described in paragraph 4.4.1 of this SOW. However, all luggage compartment windows will be fitted with protective security window film compliant with EN norm 356, level P2A.

4.4.15 Fire Wall Protection

Fire wall shall be armored with 6 mm steel from end of windscreen to vehicle floor. All weld seams shall be seamless. Provide photos of firewall protection.

4.4.16 Natural Openings and Vehicle Management System Protection

All natural openings i.e., steering column, air conditioner, wire harnesses, etc., must be protected by armor steel boxing from the opposite side of the fire wall in the engine compartment. This concept must include vital components of the vehicle such as the brake booster and vehicle management system. The protection must provide

accessibility to all components without having to remove the entire armor. Provide photos of natural opening protection.

4.4.17 Fuel Tank Armor

Fuel tank shall be completely protected on all six sides with 6 mm steel armor. Coated and filled fuel tanks are not accepted. Provide photos of fuel tank armor.

4.4.18 Battery Armor

Batteries shall be protected on all six sides by 6 mm armor steel (horizontal), and 8 mm (vertical). Battery armor protection will provide easy access to batteries. Provide photos of battery armor protection.

4.4.19 Full Wing Armor

Both front wings shall be armored from front to rear. Provide photos of full wing armor.

4.4.20 Openings for Roof Antennas

The roof armor shall include openings for roof-mounted antennas. Roof openings shall provide roof protection against rifle fire while ensuring covers cannot be forced inside the vehicle by a roof explosion. Provide a built in conduit between the roof-mounted antenna openings and front seat for installation of communications and ECM equipment antenna cabling.

4.4.21 Bolts and Fasteners

Any fastener or bolt that could become a secondary projectile must be covered by an additional piece of armor. Additionally, explosion-proof bolts must be used where additional armor cannot be fitted. Provide photos and detailed description of plan to armor/replace these potentially dangerous components.

4.4.22 Additional Information

Provide name and location of armoring facility where armoring process will be accomplished

5.0 Ballistic and Blast Certification

- 5.1 Ballistic and Blast certification as outlined under paragraph 4.2 above shall have occurred once for each make of vehicle purchased in accordance with testing procedures utilized by Beschussamt, Mellrichstadt, Germany or, the United Kingdom's equivalent as authorized by NATO.
- 5.2 In the event that the make of vehicle being purchased has not yet been 3rd party certified in accordance with the ballistic and blast testing procedures as outlined under paragraph 4.2 above and utilized by Beschussamt, Mellrichstadt, Germany or, United Kingdom's equivalent as authorized by NATO, the Contractor MUST be able to prove to NATO, at the time of bid submission that they have in the past certified armored vehicles following the above mentioned protocols and, that they have had an extensive Research and Development program in place for a minimum of five (5) years.
- 5.4 The Contractor must also guarantee that when the vehicle is certified in accordance with testing procedures utilized by Beschussamt, Mellrichstadt, Germany or, United Kingdom's equivalent as authorized by NATO that any design structure faults

identified during the testing are corrected as soon as possible to the vehicles purchased regardless of where they are situated in the world at no cost to NATO.

- 5.4 Independent inspections by a representative of NATO will take place at key points during the armoring process at the discretion of NATO. NATO intends to designate a qualified inspection company like Testudo, QinetiQ or IABG to be determined after contract award to conduct these inspections. The contractor will support these inspections as directed by NATO. The cost for these inspections will be borne by NATO.

6.0 Warranty

Except as identified above for the turbocharger and intercooler, and transparent armor, the contractor must give, in writing, a two (2) year warranty on the entire vehicle. This includes the original OEM parts such as the engine, transmission, axles, etc. Additionally the contractor will include in this warranty all armor material and all vehicle systems and ancillary equipment that must be modified in order to accommodate the armoring. The Contractor will also be responsible to honor the OEM Warranty for the entire vehicle and the quality and installation of replacement parts during the two-year time frame if it is determined that the replacement part was defective or sub standard. The warranty will also bind the armorer to supply the replacement parts and conduct the associated repairs free of charge to the customer. The Contractor will also certify the availability of servicing of the armor and ancillary equipment by the armorer, or other supplier, for a period of five years.

7.0 Roadworthiness Test/Certification

The Contractor will support road worthiness tests which will be conducted and approved by an independent company selected by NATO. The contractor will be responsible for the costs of these tests. Contractor will accept full liability for the vehicle during testing. Contractor will be required to refit new tires prior to delivery as tested tires will be worn and damaged as a result of testing.

8.0 After-Sales Service

Contractor to provide qualified after-sales service and warranty repair in Afghanistan. Provide a detailed maintenance plan for the after-sales provisions in Afghanistan. This plan shall identify the bench stock spare parts in Afghanistan as well as the lead time requirements to replace these stocked items. Should the contractor not have his own workshop with qualified personnel available in Kabul, explain with whom he intends to carry out such work and provide a detailed profile of his service partner and qualifications together with points of contact, telephone numbers and e-mail addresses. Additionally, the contractor will provide a written statement from the service partner, in which the partner confirms that he will perform all warranty work covered under the warranty provisions above, and provide after-sales service to NATO. NATO reserves the right to inspect the service facility prior to contract award. Warranty work is the responsibility of the contractor and is conducted at no cost to NATO. This maintenance capability shall be established in Kabul no later than the scheduled arrival date of the first delivery order of vehicles.

9.0 Spare Parts Availability

The contractor will identify a list of and maintain recurring and special spare parts requirements including but not limited to filters, fluids, shocks, springs, batteries, brake pads, hinges, tires, etc., that are immediately available at the service facility to ensure shortest possible replacement lead-time. This list shall be comprehensive enough to ensure unscheduled vehicle maintenance is not delayed by "Awaiting Parts" condition. Contractor will also maintain one complete set of glass in Kabul and state the lead times for glass. Contractor is responsible for pre-financing spare parts and ensuring their proper storage.

10.0 Spare Parts Prices

The contractor will provide a detailed list of special spare parts with part numbers and prices. The list must cover all OEM parts that were replaced during the conversion of the vehicle and all additional parts that were installed. Additionally, the contractor must provide a list of all fast-moving OEM parts with part numbers and prices. Prices must remain valid for a period of two years from date of delivery of the vehicles.

11.0 Inspection

- 11.1 NATO reserves the right to conduct or designate an authorized representative to conduct in-progress inspections at contractor's facility to verify compliance to this statement of work.
- 11.2 NATO also reserves the right to conduct a final factory inspection at contractor's facility to verify compliance to this statement of work prior to vehicle shipment.
- 11.3 Upon arrival in theatre and clearing customs, contractor will immediately carry out a pre-delivery inspection for each vehicle, prior to handover to NATO.

12.0 Delivery

All vehicles ordered will be completed with all modifications in accordance with this statement of work and **ready for delivery no later than five (5) months from the date of the contract delivery order**. Delivery time is not part of this five month performance period. Delivery options will be at the discretion of NATO and include but are not limited to taking possession at the contractor's production facilities, delivery to Gelsenkirchen Air Base, Germany, or delivery to Afghanistan.

13.0 Hand-over and Familiarization

Contractor will provide factory staff in Kabul to hand-over vehicles after pre-delivery inspection is complete. Factory staff will explain and demonstrate the driving characteristics and the use of the special features of the vehicles to NATO drivers.

14.0 Manual of Operation in English

- 14.1 At time of final inspection, the Contractor will provide 2 copies of OEM parts and Service manuals for each vehicle.

- 14.2 The contractor will provide 2 copies of an operations manual that includes illustrations (or photos) of switches/controls for all ancillary equipment (dual battery system, fire suppressant system, siren/public address, system, intercom, alarm system, etc.) with detailed instructions on method of operations.
- 14.3 Manuals will include clear instructions on method required to change tires on the run-flat configuration, including illustrations or photos to provide clarity to instructions.
- 14.4 Manuals will include clear instructions on assembly, disassembly, and installation of run-flat device.
- 14.5 Manuals will include specifications of tires, including size, load rating requirement (weight limit), required tire pressure.
- 14.6 Manuals will contain maintenance instructions for transparent armor - do's and don'ts.
- 14.7 Manuals will contain instructions on how to correctly connect I disconnect and install batteries and, able I disable the vehicle alarm system when doing so.
- 14.8 All specifications with respect to the upgrade of brakes, callipers, rotors, pads etc, from original OE are to be listed with replacement part numbers.

15 .0 General Comments

- 15.1 The requirements of this specification will not be changed or altered in any way without prior approval of NATO. This includes the installation or substitution of any "equivalent" materials or options mentioned in this specification.
- 15.2 The words "will", "must" and "shall" constitute mandatory requirements wherever used in this specification.
- 15.3 If any original equipment is removed from the vehicle and replaced or substituted, the method of replacement or substitution will comply fully with the vehicle manufacturer's specifications.
- 15.4 Any painted surfaces that are cracked or broken in the process of meeting the requirements of this specification must be refinished in accordance with the specifications set out by the OEM for the repair of damaged paint.

16 .0 Attachments

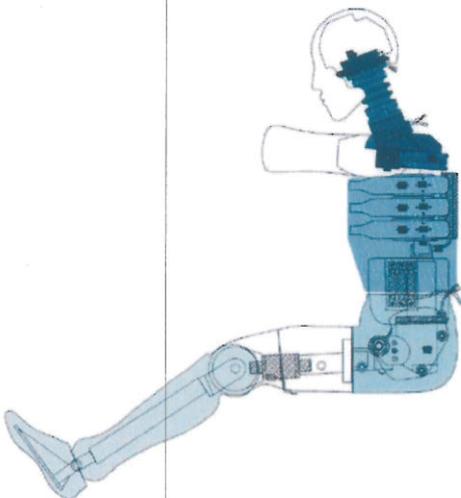
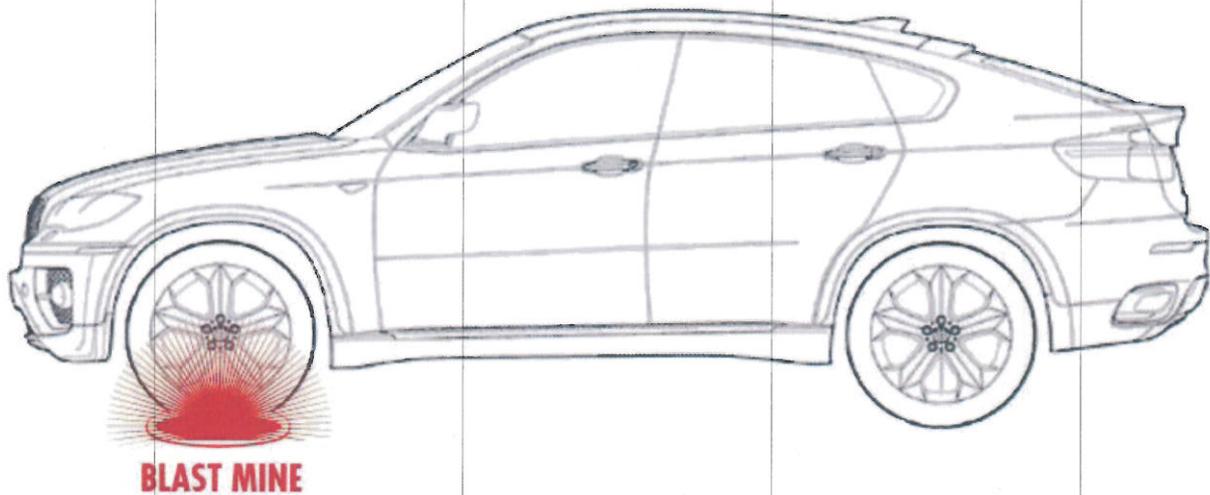
- 16.1 Test 1
- 16.2 Test 2
- 16.3 Test 3
- 16.4 Test 4

Test # 1

6 kg Blast Mine

Detonated under front wheel.

Level 2a in accordance with STANAG 4569, AEP55 Vol. 2 ED1.



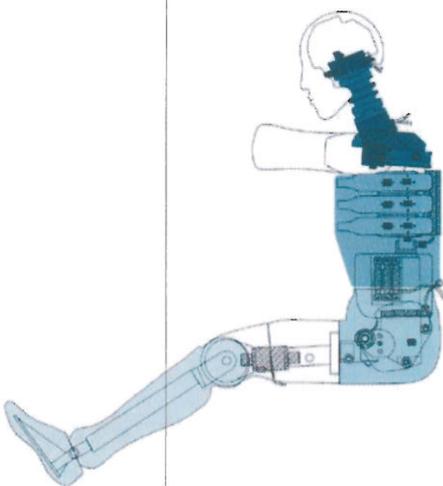
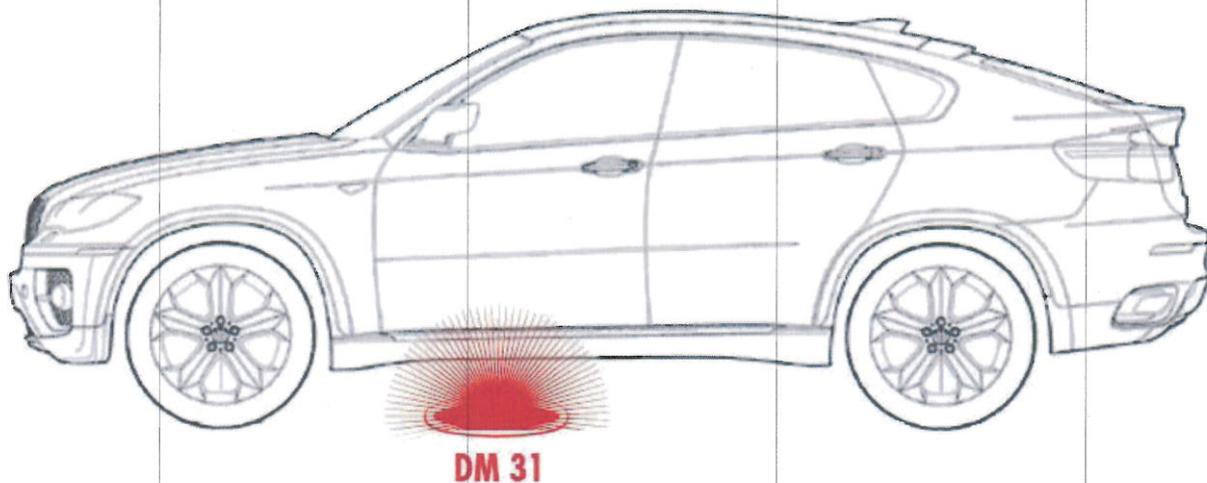
Test # 1 must be conducted with a Hybrid III dummy properly positioned in the driver's seat, connected with a data recording system capable of measuring the acceleration forces and compressions caused by the effects of the blast.

Test # 2

DM 31 Anti-Personnel Fragmentation Mine

Detonated under driver's seat

Level 1 in accordance with STANAG 4569, AEP55 Vol. 2 ED1.

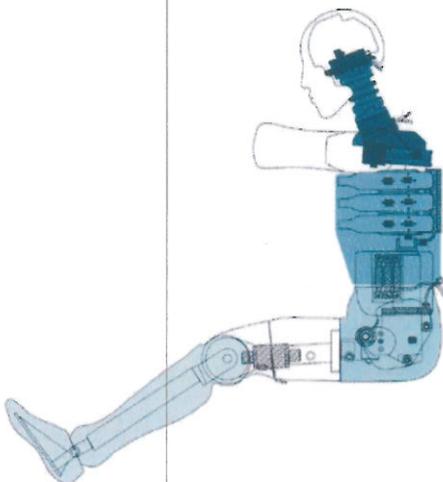
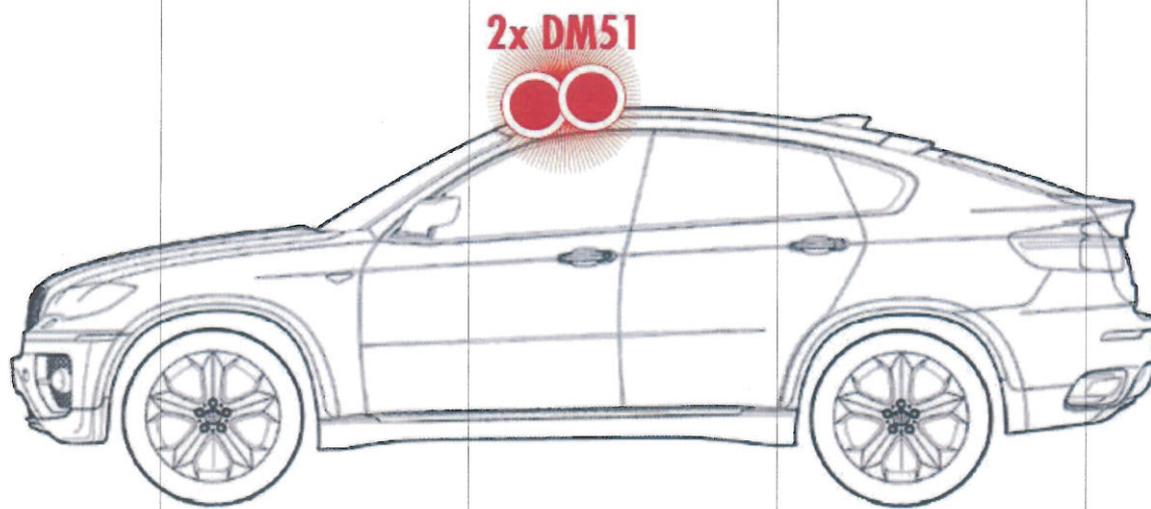


Test # 2 must be conducted with a Hybrid III dummy properly positioned in the driver's seat, connected with a data recording system capable of measuring the acceleration forces and compressions caused by the effects of the blast.

Test # 3

2 x DM 51 Infantry hand grenades

Detonated in tandem on roof of vehicle

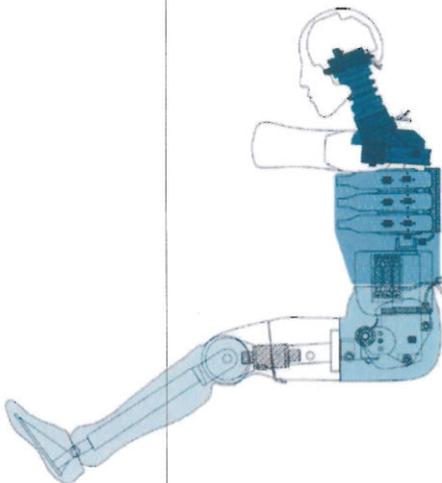
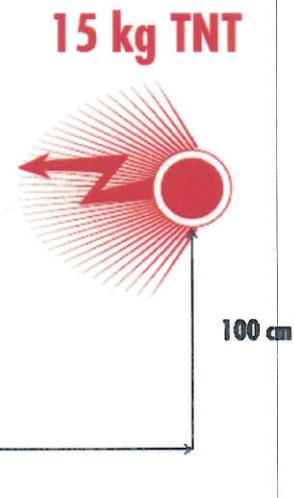
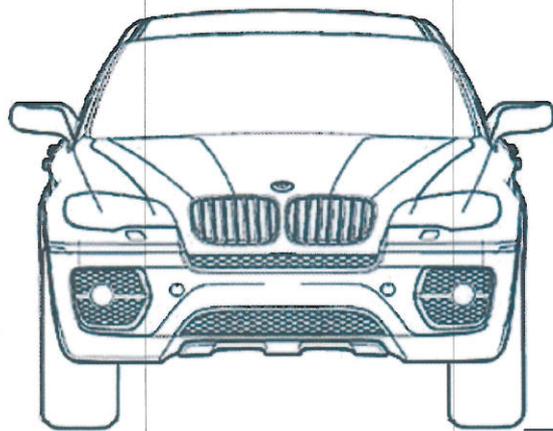


Test # 3 must be conducted with a Hybrid III dummy properly positioned in the driver's seat, connected with a data recording system capable of measuring the acceleration forces and compressions caused by the effects of the blast.

Test # 4

Sideblast test with 15 kg TNT

Detonated centrally at 2 meters to the side of the passenger compartment and 1 meter above ground.



Test # 4 must be conducted with a Hybrid III dummy properly positioned in the driver's seat, connected with a data recording system capable of measuring the acceleration forces and compressions caused by the effects of the blast.