



**NATO SUPPORT AND PROCUREMENT AGENCY**  
**AGENCE OTAN DE SOUTIEN ET D'ACQUISITION**

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**REQUEST FOR PROPOSAL (RFP) N°:**

**CSI21022R /LC-CH-6000871160**  
**of 07 Apr 2021**

(Please refer to this number in all further correspondence)

INTERNET VENDOR

L-

**Contact Point**

Colette Simon

Tel: 3063 6655

**Offer Closing date:** 21 Apr 2021

**Offer Validity** : 30 Jun 2021

**Vendor No:** RFPWEB

**Fax No** : 30634300

END USER: SPAIN

**PLEASE INDICATE PART NUMBER AND MANUFACTURER (Name and cage code) OF THE ITEM YOU QUOTE FOR.**

**Dear Sir/Madam,**

The NATO Support and Procurement Agency has a requirement for the supply of the materiel described in the "List of Items" attached to this Request for Proposal (RFP).

You are invited to submit a firm fixed price proposal, based on delivery - FCA Contractor's facilities (Incoterms 2020).

**IMPORTANT NOTES ON MATERIAL EXPORT**

**For non-U.S. vendors:**

For proposals for material not originating in the U.S. / not to be shipped from the U.S.:

- In case of Incoterm "FCA Contractor's facilities", the contractor has to obtain the export license or export under existing licenses, if necessary.

For proposals for material originating in the U.S. with place of delivery "FCA" in the U.S., to be delivered through the NSPA freight forwarder JAS:

- The same rules as for U.S. vendors apply (see below).



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**- To be included in the proposal:**

Name, address, POC, phone, and fax number of the U.S. subcontractor.

**For U.S. vendors:**

For proposals for material with place of delivery "FCA" in the U.S., delivered through the NSPA freight forwarder JAS:

**For defense items:**

For Significant Military Equipment (SME) designated as being under the jurisdiction of the U.S. Department of State, the contractor shall obtain the export license. A copy of the export license must be sent to the NSPA POC and to JAS before the material is shipped.

**To be included in the proposal:**

- A statement that the item is Significant Military Equipment, and that the vendor possesses an export license or will apply for one.

- The Schedule B Export Code. For details see  
<http://www.census.gov/foreign-trade/schedules/b/index.html>

For non-SME material: NSPA purchases most of the material for use in a NATO weapon / defense system. In these cases it is assumed that ITAR (22 CFR) U.S. Munitions List applies. The NSPA freight forwarder possesses the necessary Department of State DSP-5 Export Licenses.

**To be included in the proposal:**

- The U.S. Munition List (USML) Category. For details see  
<http://www.fas.org/spp/starwars/offdocs/itar/p121.htm>

- The Schedule B Export Code. For details see  
<http://www.census.gov/foreign-trade/schedules/b/index.html>

**For non-defense items:**

If it is the vendor's position that the material is not a defense item (i.e. not specifically designed, manufactured, modified, configured, or adapted for a particular defense / weapon system) and therefore shouldn't be shipped under a U.S. Department of State export license,

**the proposal must include:**

- A statement that the material is a non-defense item, i.e. "NLR" (No license required)

- The Schedule B Export Code. For details see  
<http://www.census.gov/foreign-trade/schedules/b/index.html>

- The Export Control Classification Number (ECCN). For details see  
<http://www.bis.doc.gov/licensing/exportingbasics.htm>

**Note:** Please ensure that the material is indeed a civilian item and not a "dual-use" item (i.e. a civilian item with military applications) which falls under defense trade controls.

If the non-defense item is subject to be exported under a license to be issued by the U.S. Department of Commerce, the vendor has to obtain this license too and send a copy to the NSPA POC and JAS before the material is shipped.

**To be included in the proposal:**

- A statement that the item will be exported under a license by the U.S. Department of Commerce and that the vendor possesses an export license or will apply for one.

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### **1. TAX EXEMPTION**

NSPA, as a subsidiary body of NATO, is, by application of the Agreement on the status of the North Atlantic Treaty Organization, National Representatives and International Staff signed in Ottawa on 20 September 1951 (the Ottawa Agreement), exempt from all taxes and duties.

NSPA is therefore exempt from all customs duties on imports and exports from excise duties and from taxes on the sale of movable and immovable property which form part of the price, including VAT, to be paid on purchases made for the official use of NATO.

Nevertheless, the Luxembourg tax authorities granted NSPA with a VAT number LU 15413172 applicable to transaction within the scope of the EU VAT.

All prices and rates quoted shall be exclusive of any taxes and duties pursuant to the exemption from taxes and duties provided for by the Ottawa Agreement or any other applicable exemption, including relevant intracommunity VAT exemptions.

However, in case the bidder determines that any taxes or duties, including VAT, are applicable or might be claimed by competent fiscal authorities, the bidder shall specify in the proposals, bids or offers submitted to NSPA the nature and amount of such taxes and duties. In determining the lowest and technically compliant proposal, bid or offer and in awarding the Contract, the proposal, bid or offer of the bidder will be deemed to include such taxes or duties.

Where the bidder fails to identify the applicable taxes or duties or fails to specify the amount of such taxes or duties, the bidder, if awarded the Contract, may be liable for the payment of such taxes or duties as NSPA reserves its right to refuse any invoice applying an incorrect tax or duty regime or an erroneous interpretation of national tax laws.

### **2. CONSIDERATION OF ALL INFORMATION**

Your proposal must be prepared after careful consideration of all information provided in this RFP. In order for your proposal to receive an accurate evaluation it must

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conform to the terms of this RFP. Non-conforming or incomplete proposals may be refused consideration for award of a contract.

It is therefore mandatory that the following elements be provided with your offer:

- Quality certification held by your firm (ISO, AQAP, .), OEM certification, etc.
- Traceability of origin of material (please refer to the paragraph below entitled : "Condition of material")
- Remaining shelf life where applicable

**3. CONTRACTORS RESPONSIBILITY**

With the submission of his proposal the bidder guarantees that he is in possession of all the necessary intellectual property rights in force in the countries where the items will be manufactured and / or services will be performed, under the resulting contract and in other countries where the intellectual property rights are in force. It is the sole responsibility of the bidder to obtain any licenses necessary for the performance of this contract and for making any other arrangements required to protect NSPA from any liability for intellectual property rights infringement in said countries. The bidder will at his expense hold NSPA harmless and fully indemnify NSPA against all damages, costs, charges, expenses and the like arising from or incurred by any reason of any infringement or alleged infringement of intellectual property rights in consequence of the provision of the service and / or materiel.

You will be solely responsible for the performance of the contract resulting from this RFP. The fact that NSPA allows to subcontract or to call upon a third party for the performance of any part of the contract does not relieve you of your responsibility.

**4. EVALUATION CRITERIA**

The criteria, which NSPA will employ in selecting the successful offerer are indicated in the .List of Items. attached hereto.

NSPA reserves the right to select either the proposal for "NEW" or the proposal for "NEW-SURPLUS" material as defined in paragraph **9 "CONDITION OF MATERIEL"** below.

Should a Basic Contractual Instrument (BCI) be in effect between parties, NSPA will evaluate applicability of the terms of the BCI to this RFP.

**NOTE:** For basic, non-complex supplies & services requirements at a firm fixed price not exceeding financial level B, NSPA reserves the right to accept a Bidder's Terms & Conditions, provided that these T&C do not represent undue risk for NSPA.

**5. ALTERNATE ITEM(S)**

If you desire to submit a proposal for an alternate item(s), you may do so in addition to the proposal submitted in response to this Request for Proposal. Proposals for alternative items shall be submitted with a complete description of the proposed items, and be accompanied with a certificate stating that the items offered are **fully interchangeable** with the requested items (same form, fit and function) or an explanation given on how they differ.

When a stock number is superseded, the offeror will so indicate in his offer furnishing the new stock or part number. In case of inconsistency between the National/NATO Stock Number and the Part Number, the NATO Stock Number will govern.

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However, should specific part numbers in this RFP be identified as "authorized references", only these part numbers are acceptable for award, except as otherwise approved by the customer aircraft national airworthiness authorities.

**6. AUTHORISED SIGNATURE**

Your proposal must be signed by an official authorized to bind your firm to a contract. If your proposal is submitted electronically the authorized signature should be scanned. Proposals submitted in response to this RFP are binding offers and, on acceptance by NSPA, constitutes a binding contract.

**7. VALIDITY**

Your proposal shall be valid until the .Offer Validity. date indicated on the first page of this RFP. The proposal must be submitted in the English or French language. If not sent by fax or email, the proposal must be submitted in duplicate.

**8. PRICES, CURRENCY AND PAYMENT**

Prices may be quoted in the currency of any NSPO member state. However, all the prices must be quoted in the same currency and this currency will be reflected in the resulting contract and used for payments made there under.

Comparison of the price quotations will be made in euro; the exchange rates to be used for the purposes of such price comparison will be the medians between buying and selling rates of the Brussels "Marché Réglementé" on the first banking day of the week of the bid closing date, as reported by the Banque et Caisse d'Epargne de l'Etat, Luxembourg.

NSPA payment terms are 30 days net upon receipt of Contractors invoices duly documented as contractually provided for. Discount for early payment shall be indicated in your proposal.

NSPA payments will be made to the bank account provided by the Contractor at time of registration to the NSPA source file or to the bank account identified by the Contractor at time of contract award. NSPA will only accept to make payments on an account in a bank located in a NATO Nation.

**9. CONDITION OF MATERIEL**

The condition of the material must be NEW of current production, (i.e. Item of latest production in accordance with applicable specifications / drawings in conformance with the appropriate airworthiness standards in production, quality, condition monitoring and documentation), offered by the original manufacturer, his licensee or authorized distributor.

Parts manufactured should be traceable back to the Type Certification Holder, the Production Approval Holder, the Original Equipment Manufacturer (OEM) or his authorized representative where applicable. For commercial parts, delivery from an authorized representative or distributor with Certificate of Conformance COC - from the OEM, licensed/authorized manufacturer is acceptable unless certificates such as EASA Form One or FAA Form 8130-3 for aircraft flying under relevant airworthiness regulations are requested.

Notices:

- Over-run parts, recycled parts from scrap, or quality rejections are not acceptable.

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- No substitutes or deviations are authorized without prior express approval by NSPA.
- NEW-SURPLUS material obtained from other than original manufacturer or approved distributor, which shows no evidence of prior use or installation, which may or may not be in original manufacturers packaging is acceptable provided that the part or packaging is identified by the proper manufacturers marking and identification, accompanied by the correct certification and documented traceability to an approved source.(i.e. Certificate of Conformance COC - from the OEM, licensed/authorized manufacturer is acceptable unless certificates such as EASA Form One or FAA Form 8130-3 )
- Proposals for FAA PMA parts, are not acceptable
- If a Government Qualified Products List (QPL) is applicable, the identity of the manufacturer must be provided.
- For military specific parts (non-commercial items): the proposal shall include the built standard document for the part number offered. This document shall list the drawing revision plus all major and minor waivers and deviations to be incorporated in the delivered item for each serial number/fabrication numbered assembly and sub-assembly.
- Aircraft hardware and fasteners: bidders must provide evidence of adherence to the relevant aeronautical standards, and airframe manufacturers certification or any other similar standards or certification.
- Proposals for items with a shelf life should specify the shelf-life period and the remaining shelf life of the part.

**10. QUALITY ASSURANCE**

The Contractor is responsible for maintaining effective control of the quality of materiel.

The Contractor must always provide a Certificate of Conformance (COC) (or on a case-by-case basis certificates such as EASA Form One, FAA 8130-3 for aircraft flying under civilian airworthiness regulations, if requested by NSPA) from the original aircraft type holder/authorized or original manufacturer. Delivery with COC of the contractor / distributor only will not be accepted.

Additionally for delivery of parts commonly designated as "aircraft hardware and fasteners", the contractor will provide evidence of conformance with the relevant aeronautical standards, including original source identification and evidenced conformance with the appropriate aeronautical standards for the manufacturing process and specifications. Delivery documentation must refer to the production lot identification and testing. The test and/or lot testing documentation must remain on record for three (3) years and be made available to NSPA on demand (free of charge)

**When Government Quality Assurance (GQA)** services are required on the list of items attached to this RFP, the Contractor and/or the Subcontractor(s) will for the duration of the contract, maintain a Quality Assurance System acceptable to the national Government Quality Assurance Representative as being in accordance with the applicable AQAP.

When GQA services are required, the **place of inspection** shall be indicated in the proposal



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if different from the point of delivery.

**11. LATE OFFERS**

Proposals received after the Offer Closing Date 24:00 hrs Luxembourg time indicated on the first page of this RFP shall, as far as a contract award is concerned, be rejected without consideration. However proposals posted prior to the Offer Closing Date (valid postal stamp) will be considered as long as they are received before an award is made. If only one offer is received and it is received after the closing date, NSPA reserves the right to consider such offer.

**12. NO NSPA COMMITMENT**

This RFP is not a commitment that an award of contract will be made. NSPA reserves the right to reject any or all proposals. No payment for costs incurred prior to entering into a contract will be made by NSPA. NSPA reserves the right to award a contract for any or part of the items solicited with this RFP.

**13. INSTRUCTIONS FOR PROPOSAL FORWARDING**

The means of transmitting your proposal are left to your discretion, by post, by private mail service, by email, by fax, or by a bid application using a secure protocol (https). Proposals submitted electronically (email or secure protocol) must conform to currently supported Microsoft-Office versions (preferably MS-Word, MS-Excel) or PDF.

Email: Your offer must be sent to the following address: [procurement@nspa.nato.int](mailto:procurement@nspa.nato.int) and make reference to the RFP Collective Number.

Please be aware that the maximum capacity for incoming mail at NSPA is 10 MB. In case that your offer is larger it must be compressed to fit the 10 MB limit or sent in several parts.

Secure protocol: Your offer can also be submitted using a secure protocol (https) into the NSPA system. For this purpose select the button "Bid" when you display the details of the RFP in the Internet and follow the instructions.

A proposal that is received "incomplete" when the closing date deadline is reached, cannot be accepted. In case the proposal is mailed it has to be submitted to the following address and should mention:

NATO SUPPORT AND PROCUREMENT AGENCY(NSPA)  
Procurement Division, Attn.: PP-A  
RFP Collective n°: CSI21022R  
L-8302 CAPELLEN (Luxembourg)

**14. INFORMATION ON BIDDING**

If not advised within the validity period of your proposal that it has been accepted, you may assume that your proposal did not result in a contract in this instance. Your company's name will remain in the NSPA Source File and will be considered for invitation for any future competitions in this field.

**15. NSPO PROCUREMENT REGULATIONS/NSPA OPERATING INSTRUCTION**

The NSPO Procurement Regulations and the NSPA Operating Instruction are available on NSPA's website under <https://www.nspa.nato.int/business/procurement>



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If you do not wish to respond to this RFP, please notify this office and return all documentation received promptly or destroy it.

16. PUBLICATION OF CONTRACT AWARDS

In accordance with the Procurement Operating Instruction, NSPA periodically publishes high value contracts (except classified ones), indicating the contractor's name and country, as well as the purpose, total amount and issue date of the contract.

This information is to be found on the NSPA website under https://www.nspa.nato.int/business/procurement/bid-awards

List of Items

Table with 4 columns: Line item, Stock Number Description, Unit of Issue, Quantity. Row 10: 8030123960987 CAULKING COMPOUND ADDITIVE, each, 10

ITEM NAME.....CAULKING COMPOUND ADDITIVE
MATERIAL.....TEXTILGLASFASERN
SUPPLEMENTARY FEATURES.....P316-EC17-3 MM; FUER UP-HARZE
SPECIAL FEATURES.....20 KG GESCHNITTEN AUF 3 MM

HAZMAT

Condition of delivery: All items must have a minimum of 80 percent of the shelf life remaining in accordance with the OEM specifications.

REFERENCES:

Table with 3 columns: CAGE Code, Name, Part Number. Rows: CE111 LANGE UND RITTER GMBH 03.20B.ST; C0418 EUROCOPTER DEUTSCHLAND GMBH ECS6087-43

APPLICABILITY: AS332/AS532

CONDITION: NEW ,FROM OEM OR TRACEABLE TO OEM OR WITH COC FROM OEM

Quality assurance requirements:

This contract shall meet the AQAP 2131 requirements (NATO Quality Assurance Requirements for Final Inspection and Test). These requirements also apply to all sub-contractors involved in this contract.

GQA HEADER:

Government Quality Assurance is not required for this contract. The Contractor must provide a Certificate of Conformity (CoC). Template to be used is to be found in AQAP2070. In case the contractor is not the manufacturer, the contractor shall provide a copy of the COC received from the manufacturer.





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All offerors responding to this request for proposal are hereby notified that any/all material they produce, sell, distribute/transport or destroy in the accomplishment of the terms and conditions of this request for proposal and/or resultant contract shall be handled in strict compliance with all applicable national and relevant international law and regulations regarding the production, sale, distribution/transportation or destruction of Hazardous or Potentially Hazardous Material.

For example, EU vendors must comply with all applicable EU Directives, such as 2002/95 and 96/CE of the European Parliament and of the Council dated 27 Jan 2003 or their most current and up to date versions.

Failure to comply with any such national and relevant international law and regulations regarding the production, sale, distribution/transportation or destruction of Hazardous or Potentially Hazardous Material policy and procedure would be grounds for immediate termination of the contract in accordance with the Termination For Default clause set forth elsewhere in this Request For Proposal/Contract.

The Bidder shall provide along with his offer a Material Safety Data Sheet (MSDS).

**Evaluation criteria:**

The criteria, which NSPA will employ in selecting the successful offerer will be in the following order:

- a. compliance with the Terms and Conditions of the RFP,
- b. lowest price.

Although that the lowest price will be the predominant criteria in the evaluation of the proposals, NSPA is also concerned to receive your best delivery terms.

**Your firm is encouraged to visit <https://eportal.nspa.nato.int>, NSPA's electronic commerce website.**

All faxed Quotations must be sent to the following number: +352 3063 4300

All offers sent by e-mail must be addressed to:"PROCUREMENT@nspa.nato.int"

Yours faithfully,

Colette Simon  
Buyer