

DRAFT PURCHASE ORDER

SCOPE OF PURCHASE ORDER: **Sewing Facilities Upgrade**

The Contractor represents that he operates as an individual a non-profit organization a corporation incorporated in

The Contractor agrees to deliver all the materiel set forth in the list of items attached to the Terms and Conditions for the consideration stated herein. The rights and obligations of the parties to this purchase order shall be subject to and governed by the Terms and Conditions and the General Provisions. To the extent of any inconsistency between the Terms and Conditions or the General Provisions and any specifications or other provisions which are made a part of this purchase order, by reference or otherwise, the Terms and Conditions and the General Provisions shall control. To the extent of any inconsistency between the Terms and Conditions and the General Provisions, the Terms and Conditions shall control.

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This purchase order consists of:

- Terms and Conditions containing 29 Parts
- NSPA General Provisions for Fixed Price Contracts (Materiel)
- NSPA General Provisions for Fixed Price Contracts (Services)
- Termination for Convenience of NSPA
- Statement of Work version 2.0 dated 01 July 2020
- Instructions for NATO Support and Procurement Agency (NSPA) Contractors Deployed on Operations (INSTRUCTIONS)
- List of Items and Services
- NSPA Materiel Inspection and Shipping Report (MISR) NSPA Form 194
 - Shipping notification form
 - Request for exemption of value added tax

all of which are hereby made a part of the purchase order and incorporated herein by reference.

The following documents are available in the Internet under:

www.nspa.nato.int/en/organization/procurement/rules.htm

- **NSPA General Provisions for Fixed-Price Contracts (Materiel)**
- **NSPA General Provisions for Fixed-Price Contracts (Services)**

www.nspa.nato.int/en/organization/procurement/forms.htm

- **Termination for Convenience of NSPA**
- **NSPA Materiel Inspection and Shipping Report (MISR) NSPA Form 194 with relevant distribution instructions**

If you have no Internet access, please contact the undersigned and a printed copy of these documents will be forwarded to you

TERMS AND CONDITIONS

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Part 1 - Materiel to be furnished

1. The Contractor will supply to the NATO Support and Procurement Agency in the quantity, at the unit and total price indicated and on the delivery dates specified, the material and services described in the attached Statement of Work and priced in the attached List of Items and Services.
2. The pricing arrangements set forth in the "List of Items and Services" cover full and unconditional acceptance by the Contractor of all the requirements and conditions included in the purchase order. These pricing arrangements satisfy any and all expenses incurred by the Contractor in the supply of material and performance of services required under this purchase order.
3. Condition of materiel must be new of current production with Original Equipment manufacturer (OEM) Certificate of Conformity (CoC).

Part 2 - Prices

The prices of this purchase order are firm fixed prices.

Part 3 - Pricing Warrant

The Contractor warrants that the prices included in this purchase order are for comparable quantities, terms and conditions equal to or less than those proposed or that would be proposed to the Contractor's most favored customer, including any other international organization or NATO member state government bodies.

Part 4 - Taxes and Duties

Materiel:

Clause 6. "Taxes and Duties" of the NSPA General Provisions for Fixed- Price Contracts (Materiel) is amended as follows:

1. If not located in Luxembourg, the Contractor is specifically responsible for obtaining any documentation required to permit NSPA and its Customers to benefit from the fiscal regime applicable to exports.
2. NSPA is specifically exempt from all duties and taxes (and this includes Value Added Tax within the European Union). For the purchase of materiel or services in countries within the European Union, the Contractor may use the form attached hereto entitled " VAT AND/OR EXCISE DUTY EXEMPTION CERTIFICATE (*)/(Directive 2006/112/EC - Article 151 and Directive 2008/118/EC - Article 13)". This form will be signed and stamped by a NSPA official for completion and processing by the Contractor as may be required by the national authorities concerned.

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3. Contractors should note that NSPA has **no** VAT number and **no** VAT identification number.

Services:

Clause 7. "Taxes and Duties" of the NSPA General Provisions for Fixed- Price Contracts (Services) is amended as follows:

1. If not located in Luxembourg, the Contractor is specifically responsible for obtaining any documentation required to permit NSPA and its Customers to benefit from the fiscal regime applicable to exports.
2. NSPA is specifically exempt from all duties and taxes (and this includes Value Added Tax within the European Union). For the purchase of materiel or services in countries within the European Union, the Contractor may use the form attached hereto entitled "VAT AND/OR EXCISE DUTY EXEMPTION CERTIFICATE (*)/(Directive 2006/112/EC - Article 151 and Directive 2008/118/EC - Article 13)". This form will be signed and stamped by a NSPA official for completion and processing by the Contractor as may be required by the national authorities concerned.
3. Contractors should note that NSPA has no VAT number and no VAT identification number.

All prices (materiel and services) shall be net of taxes and duties from which NSPA is exempted either by virtue of the Status of Forces Agreement (SOFA) established between NATO and the Government of Islamic Republic of Afghanistan (GIROA) or by virtue of its charter.

Part 5 - Point of Delivery and Passage of Title
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1. The Contractor will deliver the materiel: DDP ANA/ANP, Kabul, Afghanistan (INCOTERMS 2010) to the locations defined in the List of Items.

The detailed address is:

MAPAC BQBD00
AUTL Compound for ANA (for LOT 1)
AUTL Compound for ANP (for LOT 2)
New Bagram Road
Kabul, Afghanistan

2. Delivery of materiel is expected to be routed via a NATO or Coalition airfield in order to benefit from the application of the SOFA provisions.

3. Title to the materiel will pass to NSPA at the point of delivery. 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 materiel.
4. For the delivery of ordered services to the locations defined in the List of Items, the Contractor shall notify and coordinate with NSPA the access to the respective facilities.

Part 6 - Contractor Notice Regarding Late Delivery

In the event that the Contractor encounters difficulty in meeting the time limits specified for any materiel, he shall immediately notify NSPA in writing, giving pertinent details. However, this data shall be for information only and shall not be construed as a waiver by NSPA of any time limit or of any rights or remedies provided under this Purchase Order.

Part 7 - Invoicing and Payment

1. The materiel and services delivered against this purchase order shall be invoiced within 45 days after delivery.
2. One original invoice shall be submitted to the following address :

As PDF-document to:

CIMO@nspa.nato.int

OR as Hardcopy to :

NSPA
CIMO OFFICE
11 rue de la Gare
L-8302 CAPELLEN

accompanied by the NSPA MISR duly completed as contractually called for and an evidence of delivery. Each invoice submitted and the attached MISR shall bear the purchase order reference number, and shall refer to the line items delivered. Faxed invoices will not be accepted for payment.

3. 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 NSPA is exempted."

4. Payment

- a. Payment will be made within (...) days with .. % prompt payment discount or 30 (thirty) days net **will be completed at the time of contract award** following receipt by NSPA of the Contractor's original invoice drawn for payment in the currency in which the contract is established, and containing the following information: contract number and item number, purchase order number and item number, description of the item, unit of issue, quantity, unit price and total price.
- b. NSPA will pay the net invoice amount and support the charges of its bank. All other charges will be for the Contractor.
- c. The payments will be made to the account identified by the Contractor at time of registration to the NSPA Source file.
OR
The payment will be made by NSPA as follows:
 - i. Full name and address of banker(s)
 - ii. Detailed bank account information as follows:
 - For EU countries: IBAN code plus BIC
 - For USA: bank account number(s) + ABA code (or SWIFT code)
 - For Canada: bank account number(s) + bank code (5 digits) and branch code (3 digits)For any other country: bank account number(s) plus any country-specific codes, if applicable.

Part 8 - Liquidated Damages

1. If the Contractor fails to deliver within the time specified in the purchase order, he shall pay NSPA liquidated damages at the rate of 1 % for each full week of such delay but not more than a total of 10 % of the total price of the materiel not delivered on time.
2. Without prejudice to the final decision regarding the liquidated damages, NSPA shall be entitled to deduct imposed liquidated damages when paying invoices, even in the event that claims deriving from submitted invoices have been assigned or otherwise transferred to third parties. The total of the deductions made by NSPA pursuant to this clause will be considered as full and final satisfaction of all claims received out of late delivery of any item.
3. During a period of one year after delivery and acceptance of the items, NSPA shall have the right to claim liquidated damages even if such right is not reserved at the time when delivery is accepted.
4. The liquidated damages will not apply if the Contractor's failure to perform is due to causes beyond his control and without his fault or negligence.

5. Such causes may include but are not limited to: Acts of God or of the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and failure of subcontractors to perform due to such causes. If the Contractor is responsible for obtaining necessary export licenses / permits / DSP forms, he has to ensure that such requests are made in a timely manner so as to not delay shipment. Failure to do so will NOT be considered Force Majeure.
6. The foregoing provisions of this part apply only to delinquencies in deliveries and do not prejudice NSPA's rights under the provisions of the clause entitled "Default" of the General Provisions for Fixed Price Purchase Orders (Materiel).

Part 9 - Quality Assurance Requirements

1. 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.
2. In case where an AQAP is specified, the Contractor shall meet its requirements. The Contractor must provide a CoC. In case he is not the manufacturer, he shall provide a copy of the CoC received from the original manufacturer.
3. The MISR shall not be used in lieu of a CoC.

Part 10 - Completion and Distribution of the NSPA Materiel Inspection Shipping Report (MISR)

1. Completion.
 - a. The MISR is printed on Form 194. The MISR is available in the Internet. United States Contractors may use DD Form 250, or a modification thereof in lieu of the MISR.
 - b. The Contractor shall complete all blocks, except blocks 22 and 27, which are reserved for use by NSPA. Block 19 of form 194 must also be completed with the relevant Document Number(s).
2. Distribution.
 - a. Four copies inside the exterior container in which materiel is packed for shipment and four copies inserted in a waterproof envelope attached to the outside of the exterior container. If the shipment consists of more than one exterior container, the copies should accompany container n° 1.
 - b. One (1) copy to be attached to the Contractor's invoice.
3. If the Contractor is requested to use the services of a NSPA Shipping Agent, he shall provide the NSPA Shipping Agent with three (3) copies of the MISR.

Part 11 - Item Identification

1. Whenever circumstances require the substitution of an item or part thereof ordered under this purchase order, the Contractor must refer the proposed substitute to NSPA for approval, together with the NATO Stock Number (if available), Part Number of the proposed substitute, and if applicable, drawing built standard for the part number, including revision details and all major and minor waivers and deviations incorporated
2. When both NATO Stock Number and Part Number identify an item, the NATO Stock Number will govern.

Part 12 - Marking for Shipment

1. The shipping documentation and all items or tags attached thereto will bear the following information: purchase order number, purchase order line number, NATO Stock number/Part number and quantity.
2. All containers (interior and exterior) will show the vendor's shipment notification number.

Note: This requirement is very urgent.

To facilitate identification during transit, please ensure that shipping documents and shipping labels/containers are clearly marked "high priority - very urgent".

Part 13 - Preservation, Packaging and Packing, Destination and Shipping Instructions

1. 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, and shall be capable to withstanding extended storage for at least one year under normal, unheated, inside storage conditions. Depending on the weight, volume and nature, the items should normally be delivered on euro pallet(s) at no cost to NSPA. The exterior container will show the number of this purchase order and be provided with a shipping label bearing the full shipping address as indicated in this purchase order. 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 and the MISR.
2. If materiel to be supplied under this purchase order constitutes hazardous or potentially hazardous cargo, the materiel and related shipping and commercial documentation must be processed (this includes but is not necessarily limited to packaging, packing, marking, notices of availability, documentation, emergency response information, etc. etc.), in accordance with applicable national and international transportation rules and regulations pertaining to hazardous or potentially hazardous cargo. A Materiel Safety Data Sheet (MSDS) must accompany each exterior container (one copy attached outside and one copy inside).

One copy of the MSDS must also be enclosed with the Dangerous Goods declaration. The Contractor shall be liable for any loss or damage that might occur arising from an incident or accident due to the absence of a correctly completed MSDS.

Depending on the type of materiel and mode of transport to be engaged the following are some examples of documentary requirements: Shippers Declaration for Dangerous Goods; Dangerous Goods Transport Document; Materiel Safety Data Sheet; Dangerous Goods Declaration; Transport Emergency Card (TREM Card) - European Road Transport, etc.

The following are examples of the various regulations in force: International Air Transport Association (IATA) Regulations; International Maritime Dangerous Goods Code (IMDG); International Regulations concerning rail transport (Europe); Accord Européen relatif au transport international des marchandises dangereuses par route (Europe); Transportation of Dangerous Goods Regulations (Canada).

3. Shipping notification

When the materiel is ready for shipment, the Contractor shall use the form attached for this purpose to this purchase order to submit a shipping notification to NSPA, indicating the following information:

- per shipment: contractor's shipment notification number, expected date of delivery of shipment at destination;
- per materiel of the shipment: purchase order number, purchase order line item number, delivered quantity and, in case of partial delivery, the text "partial delivery".

4. Shipping instructions: DDP Kabul Afghanistan (INCOTERMS 2010) to the locations defined in the List of Items and services. Delivery of materiel is expected to be routed via a NATO or Coalition airfield in order to benefit from the application of the SOFA provisions.

Part 14 - Permits and Customs Clearance Formalities
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1. The Contractor warrants that he has or will obtain at no cost to NSPA all necessary licenses and permits required in connection with the purchase order; also that he will fully comply with all laws, decrees and regulations of the country or countries concerned during the performance of the purchase order, including the observance of all applicable rules and regulations governing the site on which work is to be performed.
2. All customs clearance formalities shall be performed by the Contractor at his cost. NSPA shall in no case be responsible for charges of any nature incurred by the Contractor in effecting such clearance or for any customs infraction committed by the Contractor in connection therewith.

The Contractor shall be responsible for compliance with all applicable national import and export customs regulations and formalities, including payment of fees incident thereto and the posting of a customs bond, if required, and further, including all required licenses, customs declarations and other documentation, concerning the entry to and the exit from the Contractor's facility, of all items or materiel pertinent to the Contractor's performance under this purchase order.

Part 15 - Insurances

1. Without thereby limiting his responsibilities outlined above, the contractor shall take insurance with a reputable insurance company against all loss of and damage to property and bodily injury to persons, including death, arising out of or in consequence of his obligations under the Contract and against all actions, claims, demands, cost and expenses in respect thereof.
2. Further, the contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance to cover its employees and any claims for death, bodily injury or damage to property arising from the execution of this contract.

Part 16 - Safety, Security and Accident Prevention

1. In performing any work or services under this purchase order on premises which are under the direct control of NSPA's customers, the Contractor shall conform to all safety/security rules and requirements, and take such additional precautions as may be prescribed on such premises for safety/security and accident prevention purposes.
2. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor's personnel, NSPA's personnel and/or any third party, performing or in any way involved in the performance of this purchase order on such premises.
3. The Contractor is responsible for and must strictly comply with the safety and environmental provisions that may be prescribed at the place of delivering the material and services subject to this purchase order.

Part 17 - Warranty

1. Material:
2. Clause 8 of the NSPA General Provisions for Fixed Price Contracts (Materiel) is supplemented to include the following:
 - a. The Contractor grants a warranty of two (2) years starting from the date of passage of title of the materiel to NSPA.

- b. In case a defective item is accepted by the Contractor for return and replacement / repair under the warranty conditions of this contract, the transportation costs for the defective item from NSPA's customer to the place where replacement and correction will be made and back to NSPA's customer, will be borne by the Contractor.

3. Services:

Clause 9 of the NSPA General Provisions for Fixed Price Contracts (Services) applies.

Part 18 - Confidentiality

1. The Contractor shall keep confidential any information obtained under or in connection with this Purchase Order and shall not divulge the same to any third party without the consent in writing of NSPA.
2. The provision of this Part shall not apply to:
 - Any information in the public domain otherwise than by breach of the contract
 - Information in the possession of the receiving party before divulgence as aforesaid.
 - Information obtained from a third party who is free to divulge the same.
3. The Contractor shall divulge confidential information only to those employees who are directly involved in the Purchase Order and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
4. The Contractor shall ensure that his Sub-Contractors are bound by the requirements of this Part.
5. The provisions of this Part shall continue in force notwithstanding the termination of the contract.

Part 19 - Subcontracts

1. For the purpose of this clause, sub-contracts means orders to sub-contractors for the services required in the performance of this Purchase Order. Material and services acquired by the contractor to perform this Purchase Order is governed by the Special Areas Clause of this Purchase Order.
2. The Contractor is solely responsible for the performance of the purchase order. No consent or approval by NSPA of any sub-contract or any provisions thereof shall be construed to be a determination of the acceptability of any sub-contract price or of any amount paid under any sub-contract or to relieve the Contractor of any responsibility for performing the purchase order in accordance with its terms and conditions, unless such approval or consent specifically provides otherwise.

3. The Contractor shall not enter into any sub-contract with firms located outside NATO countries or having their legal residence outside NATO countries without the written approval of NSPA - Contracting Officer. Only in exceptional cases would NSPA consider such approval.
4. In order to ensure NSPA's rights under this purchase order the Contractor shall flow down the relevant requirements. i.e. those for which the Contractor has an obligation towards NSPA to any subcontract he will conclude.
5. Paragraphs 2 and 3 above are critical elements in the performance under this purchase order.

Part 20 - Intellectual Property Rights, Royalties and License Rights

1. The Contractor 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 this contract and in other countries where the intellectual property rights are in force. The contractor possesses any licenses necessary for the performance of this contract and made any other arrangements required to protect NSPA from any liability for intellectual property rights infringement in said countries. The Contractor 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.
2. The Contractor agrees to assure himself that the Original Equipment Manufacturer(s) (OEM) or any entitled third party have not retained any intellectual property rights, before he provides services and / or manufactures items under the contract. NSPA shall not be liable for intellectual property rights infringements as may be caused by the Contractor.
3. The Contractor confirms that no payments of royalties or fees for intellectual property rights will be claimed by the OEM or any entitled third party for the services performed and / or materiel provided under this contract. In the event that such fees are claimed, the Contractor will bear any and all responsibility.

Part 21 - Termination for Convenience of NSPA

The provisions applicable to "Termination for Convenience of NSPA" are available in the Internet.

Part 22 - Notification of Changes

1. If at any time during the performance of this purchase order, 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 purchase order, 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.
2. Following the submission of this notification, the Contractor shall diligently continue performance of this purchase order to the maximum extent possible in accordance with its terms and conditions as originally agreed.
3. NSPA shall not bear any responsibility for work performed by the Contractor outside the purchase order scope and NSPA 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 purchase order through a Supplemental Agreement.
4. Consequently, the Contractor cannot claim additional money and/or time for work performed during the performance of the purchase order, which has not been identified as part of the scope of this purchase order.

Part 23 - Performance of the Contractor in Time of Alert or War

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 purchase order in time of alert or war.

Part 24 - Purchase Order Administration

By the Contractor:

The names of the officials designated by the Contractor to administer this purchase order are:

Contractual matters:

Company name:

Address:

.....

Attn:

Phone:

Fax:

email:

Technical matters:

Company name:

Address:

.....

Attn:

Phone:

Fax:

email:

(Will be completed at time of award)

By NSPA:

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

All correspondence and communications pertaining to purchase order administration shall be sent to the following:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)

L-8302 CAPELLEN, LUXEMBOURG

Attn: ..-MMC (.....)

Phone: (+352) 3063

Fax: (+352) 3063 4300

email:

For all technical matters, the responsible technical authority is:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)

L-8302 CAPELLEN, LUXEMBOURG

Attn: ..-MMC (.....)

Phone: (+352) 3063

Fax: +352)

email:

(Will be completed at time of award)

The Contractor will acknowledge receipt of this Purchase Order or any amendment of this purchase order by signing the form provided to this effect.

Part 25 - Publicity and Public Relations

1. The Contractor shall not make any press release or public statement concerning this contract without the prior written approval of NSPA.
2. The Contractor agrees that, upon request NSPA may provide copies of the signed contract to officials of NSPA's customer nation who are or were directly involved in the procurement of the goods and / or services ordered hereunder.
3. The Contractor shall not use the name, emblem or official seal of NSPA / NSPO or any abbreviation of the name of NSPA / NSPO in connection with its business or otherwise, unless prior authorized in writing by NSPA.

Part 26 - Integrity / No Bribe

1. NSPA draws the Contractors' attention to the fact that it is strictly forbidden to offer gifts or other advantages to Agency staff members. This also includes any so-called end-of-year gifts, which cannot be considered to be advertising presents.
2. The Contractor shall advise NSPA if any ex-NSPA employees are engaged in the work under this Contract. This only applies to employment with NSPA less than two years before the date of involvement in this Contract.
3. If the Agency establishes that any of the provisions of this Part is not complied with, NSPA may terminate this purchase order at no cost to NSPA and your firm may be removed from the Agency's source file after the Agency has informed the relevant national authorities.

Part 27 - Status of Contractor's & Subcontractor's employees

Provisions of this part apply to the required services to be performed upon delivery at final destination.

1. The legal status of Contractor personnel is defined in the Status of Forces Agreement (SOFA) between NATO and the Government of Islamic Republic of Afghanistan and the Instructions for NATO Support and Procurement Agency (NSPA) Contractors Deployed on Operations.
2. The Contractor must be cognisant and comply with, taxation and/or visa requirements as well as any other administrative or regulatory arrangements required in order to perform work in support of RSM, notwithstanding the SOFA.
3. The legal status of Contractor Personnel when traveling or operating off the NATO site(s) shall be defined by all laws, decrees and regulations of the country or countries concerned during the performance of the contract.

Part 28 - Third Party Liability and Insurance

Provisions of this part apply to the required services to be performed upon delivery at final destination.

1. In the performance of this contract, the overall liability lies with the Contractor. NSPA shall not be liable for any damage to properties or bodily injury, including death, owned or sustained by any third party. Moreover the Contractor and its personnel have no claim whatsoever on NSPA for any damage which may occur to properties or persons.
2. The Contractor shall indemnify, hold and save harmless and defend at its own expense, NSPA, the Resolute Support Mission, the Afghan National Military Hospital, Stakeholders and/or NATO HQs, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or sub-Contractors in the performance of this Contract, including the use of NATO furnished equipment.
3. This clause shall extend to claims and liability in the nature of workmen compensation, social insurances, personal and/or corporate taxation by any de jure or de facto Governmental Authorities.
4. The Contractor understands and agrees that physical security of the Contractor's personnel and property on site and elsewhere is entirely the liability of the Contractor, and that related risks shall be covered by a specific insurance inclusive also of medical evacuation within 48 to 72 hours in case of serious accidents.
5. Without thereby limiting his responsibilities outlined above, the Contractor shall take insurance with a reputable insurance company against all loss of and damage to Third Party and Contractor property and bodily injury to persons, including death, arising out of or in consequence of his obligations under the Contract and against all actions, claims, demands, cost and expenses in respect thereof. As a minimum, the insurance amount shall be 2 times the projected contract value (including options if any) or €1,000,000, whichever is the lower amount.
6. Further, the Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance to cover its employees and any claims for death, bodily injury or damage to property arising from the execution of this Contract.

Part 29 - Security

Provisions of this part apply to the required services to be performed upon delivery at final destination.

1. The following supplements Clause 5 "Security" of the General Provisions (Services):

In the performance of this contract, the Contractor and any Subcontractor(s) are required to comply with security measures governing the site where work is to be performed and in accordance with the SOW.

2. The Contractor shall provide the NSPA Contracting Officer (CO) with a list of the names of all his personnel who will require access to sites, in order to perform the services ordered under this Contract. This list shall be updated when any change of personnel becomes necessary and communicated to the CO.
3. The Contractor has to take the necessary steps to ensure the physical security of his property. No claims for loss or damages to his property due to fire, theft, or actions or omissions of third parties, shall be receivable by NSPA.
4. The Contractor and any of its subcontractors are required to register in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in this system updated at all times. The Contractor and its subcontractors must be registered and maintain an acceptable vendor vetting rating for entire period of contract performance to include any warranty period.