



**NATO UNCLASSIFIED**

**REQUEST FOR PROPOSAL (RFP) N°:**  
**SHE23007 /LM-MB1-6000956255**

(Please refer to this number in all further correspondence)

**Contact Point**

procurement33@nspa.nato.int

**Offer Closing date:** 6 April 2023 **\*\*\*UPDATED\*\*\***

**Offer Validity** : 30 Jun 2023

**Table of contents:**

1. List of Items
2. Bidding Instructions
3. Draft Terms and Conditions

**Your firm is encouraged to visit <https://portal.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,

procurement33@nspa.nato.int  
Buyer



**NATO UNCLASSIFIED**

**List of Items**

<b>Line item</b>	<b>Stock Number Description</b>	<b>Unit of Issue</b>	<b>Quantity</b>
10	6220123795468 HEADLIGHT	each	46

**REFERENCES:**

<b>CAGE Code</b>	<b>Name</b>	<b>Part Number</b>
D9448	RHEINMETALL LANDSYSTEME GMBH	122D067100.000.0
C2311	B.W.B.	122D067100.000.0
D1871	KRAUSS-MAFFEI WEGMANN GMBH & CO KG	122D067100.000.0
DRMV1	RHEINMETALL MAN MILITARY VEHICLES	04052806420540

**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 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.  
Government Quality Assurance Representative will countersign the CoC to attest that GQA activities have been carried-out to the contractor and sub-contractors.

**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.

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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).
  - **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>

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- The Schedule B Export Code. For details see <http://www.census.gov/foreign-trade/schedules/b/index.html>
  - o **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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[Table of contents](#)

1. CONSIDERATION OF ALL INFORMATION .....	4
2. CONTRACTOR'S RESPONSIBILITY .....	4
3. FORMER NSPA STAFF .....	4
4. BALANCING OF PRODUCTION.....	4
5. EVALUATION CRITERIA.....	5
6. ALTERNATIVE ITEM(S) .....	5
7. AUTHORISED SIGNATURE.....	5
8. VALIDITY.....	5
9. PRICES, CURRENCY AND PAYMENT .....	5
10. CONDITION OF MATERIEL .....	6
11. QUALITY ASSURANCE .....	6
12. LATE OFFES .....	6
13. NO NSPA COMMITMENT .....	6
14. PRE-AWARD SURVEY .....	6
15. INSTRUCTIONS FOR PROPOSAL FORWARDING.....	6
16. INFORMATION ON BIDDING.....	7
17. NSPO PROCUREMENT REGULATIONS / NSPA OPERATING INSTRUCTION .....	7
18. PUBLICATION OF CONTRACT AWARDS .....	7

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

## 2. CONTRACTOR'S RESPONSIBILITY

With the submission of a proposal, the bidder guarantees that it has read the [NSPA Supplier Code of Conduct](#) and acknowledges that this Code of Conduct provides the minimum standards expected of the bidder, its employees, subsidiary or affiliate entities and subcontractors, should it be selected for award in accordance with the terms of this RFP.

Furthermore, the bidder guarantees that it 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 its 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.

## 3. FORMER NSPA STAFF

Any bidder who proposes to employ former NSPA staff member(s) in the performance of this contract shall specifically identify the individual(s) and the position for which they will be hired. If NSPA determines that the former NSPA staff members will be employed in supporting a requirement for which they were personally and substantially involved while a NSPA employee, the bidder's proposal may be removed from further consideration for award. Failure to disclose such employment shall result in the immediate removal of the bidder's proposal from further consideration for award. This restriction shall be in effect for a period of two years after the former NSPA employee concludes their employment with the Agency, unless authorized in writing by the NSPA General Manager or their authorized representative.

## 4. BALANCING OF PRODUCTION

For contracts amounting to EUR 80,000.- or more, or equivalent in another currency, NSPA takes into account a "balanced production" policy. Under this policy, when offers from firms of different participating NSPO member states are otherwise similar, contract award is made to that bidder whose country, at time of award, is poorly placed in terms of balance, provided that the offer does not exceed the lowest offer by more than a certain

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percentage (10 % or 20 % depending on the relative position of the countries in terms of balancing) and the bidder agrees to match such lowest offer. Relative positions of the countries in terms of production balancing are determined by using the ratio "R"; value of the contracts placed by NSPA in a country compared with the value of sales made to the same country. The three categories in the NSPA scale of balancing are well-placed, less well-placed and poorly-placed, the latter category having the lowest ratio.

## 5. EVALUATION CRITERIA

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

## 6. ALTERNATIVE ITEM(S)

If you desire to submit a proposal for an alternative 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 bidder will so indicate in its 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.

## 7. 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.

## 8. 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.

## 9. 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 thereunder.

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 rates that are published by ECB—European Central Bank and updated every first working day ( Following ECB Calendar) of the week of the bid closing date.

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

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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.

#### **10. CONDITION OF MATERIEL**

The condition of the materiel should be **new of current production**.

#### **11. QUALITY ASSURANCE**

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

In those cases where the Contractor is required to meet the requirement of an AQAP, the Contractor must provide a Certificate of Conformity (CoC). If not the manufacturer, the Contractor shall provide a copy of the CoC received from the original manufacturer.

**Government Quality Assurance (GQA)** services may be required for the items on the list attached to this RFP.

When GQA services are required, the **place of inspection** shall be indicated in the proposal if different from the point of delivery.

Information on NATO Quality Assurance Standards may be found at the following web site: <http://nso.nato.int/nso/nsdd/ListPromulg.html>

#### **12. LATE OFFES**

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.

#### **13. 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.

#### **14. PRE-AWARD SURVEY**

If after the submission of a proposal you are considered for an award of a contract, NSPA reserves the right to conduct a survey of your technical and facility capabilities. A pre-award survey is normally performed for higher value contracts.

#### **15. 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

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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°: **SHE23007**  
L-8302 CAPELLEN (Luxembourg)

## **16. INFORMATION ON BIDDING**

If your proposal did not result in an award, you will be informed as soon as the award decision has been made.

Upon receipt of the notification, if the value of your proposal exceeds EUR 320,000.-, you may request additional general information from the NSPA Point of Contact indicated in this RFP, as to the reasons why your company failed to win the competition.

Your company's name will remain in the NSPA Source File and will be considered for invitation for any future competitions in this field.

## **17. NSPO PROCUREMENT REGULATIONS / NSPA OPERATING INSTRUCTION**

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

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

## **18. 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>

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DRAFT PURCHASE ORDER

SCOPE OF PURCHASE ORDER: NSN 6220-12-379-5468 HEADLIGHTS for BOXER Vehicles

The Contractor represents that it 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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## TABLE OF CONTENTS

This purchase order consists of:

- Terms and Conditions containing 20 Parts
- NSPA General Provisions for Fixed Price Contracts (Materiel)
- Termination for Convenience of NSPA
- [NSPA Supplier Code of Conduct](#)
- 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 on the Internet at:

<https://www.nspa.nato.int/business/procurement/general-information>

- **NSPA General Provisions for Fixed-Price Contracts (Materiel)**
- **Termination for Convenience of NSPA**

## TERMS AND CONDITIONS

Part 1 - Materiel to be furnished .....	3
Part 2 - Prices.....	3
Part 3 - Pricing Warrant.....	3
Part 4 - Point of Delivery and Passage of Title.....	3
Part 5 - Contractor Notice Regarding Late Delivery .....	3
Part 6 - Invoicing and Payment.....	3
Part 7 - Liquidated Damages.....	5
Part 8 - Quality Assurance Requirements - Certificate of Conformity (CoC) .....	5
Part 9 - Item Identification - Deviation Permit / Concession .....	6
Part 10 - Marking for Shipment.....	7
Part 11 - Preservation, Packaging and Packing, Destination and Shipping Instructions....	7
Part 12 - Warranty .....	8
Part 13 - Intellectual Property Rights, Royalties and License Rights.....	8
Part 14 - Termination for Convenience of NSPA.....	9
Part 15 - Notification of Changes.....	9
Part 16 - Performance of the Contractor in Time of Alert or War.....	9
Part 17 - Correspondence .....	10
Part 18 - Publicity and Public Relations .....	10
Part 19 - NSPA Supplier Code of Conduct .....	10
Part 20 - Information Technology- Cyber Security .....	11

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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 items described in the attached "List of Items".
2. The prices include all costs in respect of identification, preservation, packaging, packing, marking, quality assurance and inspection incurred by the Contractor.
3. Condition of materiel must be new of current production.

**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 - Point of Delivery and Passage of Title**

1. The Contractor will deliver the materiel: FCA Contractor's Facilities (Incoterms 2020)
2. 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.

**Part 5 - Contractor Notice Regarding Late Delivery**

In the event that the Contractor encounters difficulty in meeting the time limits specified for any materiel, it 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 6 - Invoicing and Payment**

1. The materiel delivered against this purchase order shall be invoiced within 45 days after delivery.

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2. One original invoice shall be submitted to the following address :

As PDF-document to:

[CIMO@nspa.nato.int](mailto:CIMO@nspa.nato.int)

OR as Hardcopy to :

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

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

3. If the Contractor ships the materiel to the final destination, the only acceptable evidence of delivery shall be a document bearing proof of the transportation charges paid by the Contractor. If not shipped by the Contractor, the only acceptable evidence of delivery shall be a receipt document signed by the authorized Shipping Agent or his duly designated representative. The receipt document must clearly indicate the authorized Shipping Agent's name and address, the printed name of the Shipping Agent's Representative and its signature for the receipt of the materiel. In the event the Contractor incurs any transportation charges from the point of delivery to the place indicated by the NSPA Shipping Agent, the charges are to be billed directly to NSPA, duly supported by a price voucher covering the amount paid.

4. 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."*

5. Payment

- a. Payment will be made within thirty (30) days with .. % prompt payment discount or ..... (...) 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)

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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.

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**Part 7 - Liquidated Damages**

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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 its 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, it 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).

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**Part 8 - Quality Assurance Requirements - Certificate of Conformity (CoC)**

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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 NSPA Materiel Inspection and Shipping Report (MISR) shall not be used in lieu of a CoC.

### **Completion and Distribution of the Certificate of Conformity (CoC)**

#### I. Completion

- a. The Contractor shall use the approved CoC Form available on the internet, in AQAP2070:

<http://nso.nato.int/nso/nsdd/CommonList.html>

- b. The Contractor shall complete Part I. Part II shall be completed by the GQAR

#### II. Distribution

One (1) copy shall be attached to the Contractor's invoice.

### **Part 9 - Item Identification - Deviation Permit / Concession**

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.
3. Deviation Permit / Concession Form

#### I. Completion

- a. The Contractor shall use the Deviation Permit / Concession available on the internet, in AQAP2070:

<http://nso.nato.int/nso/nsdd/CommonList.html>

- b. The Contractor shall complete Part I. Part II shall be completed by the GQAR

#### II. Distribution

One (1) copy shall be attached to the Contractor's invoice.

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**Part 10 - 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.

**Part 11 - 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 CoC.
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 Safety Data Sheet (SDS) must accompany each exterior container (one copy attached outside and one copy inside). One copy of the SDS 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 SDS.

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; 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).

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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. Storage Conditions

Prior to delivery, the Contractor shall provide NSPA the storage conditions for each item being shipped, in Item Type Storage Code (ITSC) format as defined in NATO Allied Publication ACodP-1. Any change of ITSC after delivery shall be notified to NSPA without delay. The provision of ITSC does not relieve the Contractor to provide detailed information on storage and preservation, such as technical manuals or Safety Data Sheets (SDS) for hazardous material.

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**Part 12 - Warranty**

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1. 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.

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**Part 13 - Intellectual Property Rights, Royalties and License Rights**

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1. The Contractor guarantees that it 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 its 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 itself that the Original Equipment Manufacturer(s) (OEM) or any entitled third party have not retained any intellectual property rights, before it 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 14 - Termination for Convenience of NSPA**

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

#### **Part 15 - Notification of Changes**

1. If at any time during the performance of this purchase order, the Contractor considers that it has been directed to change or deviate from, in any way, the terms and conditions and/or the scope of this purchase order, it 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 it 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 16 - Performance of the Contractor in Time of Alert or War**

The Contractor warrants that on the basis of information available to it that it is not aware of any national law or regulation, or any circumstances, that might prevent it from fulfilling its obligations under this purchase order in time of alert or war.

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**Part 17 - Correspondence**

1. The Contractor will return a signed copy of the purchase order without delay to the address indicated below.
2. All **correspondence** except invoices should be addressed to:

NSPA  
Attn: .....  
L - 8302 CAPELLEN  
GR. D. Luxembourg

Contact point : .....  
Tel : +352 3063 Ext : .....  
Fax: +352 3063 4300  
email: .....@NSPA.nato.int

Deliveries of materiel to NSPA installations on Friday afternoon, weekends and national holidays cannot be accepted without prior agreement.

**Part 18 - 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 19 - NSPA Supplier Code of Conduct**

1. The Contractor, its employees, subsidiary or affiliate entities and subcontractors, shall adhere to the minimum standards set forth in the NSPA Supplier Code of Conduct.
2. If the Agency establishes that any of the provisions of the NSPA Supplier Code of Conduct are 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.

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**Part 20 - Information Technology- Cyber Security**

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1. The Contractor shall adhere to NSPA's information security practices as detailed in this Contract and to IT-/cyber security best practices as detailed in the latest version of the SANS's CIS Controls or alternate framework accepted by NSPA (ISO 27001 series, UK NCSC Cyber Essentials, US DOD Cybersecurity Maturity Model Certification - CMMC, NIST Cybersecurity Framework, AICPA Trust Services Criteria Certification - SOC 2 Framework) or alternate framework approved by NSPA under this Contract. The Contractor shall immediately notify NSPA of any situation when this adherence becomes no longer achievable.
2. The NATO policy on The Management of Non-Classified NATO Information (C-M(2002)60) sets forth the basic principles and minimum standards the Contractor must comply with when handling non-classified NATO information. Any breach of this policy must be reported as an incident in accordance with Part [19.2] above.
3. The Contractor shall use its best endeavour to furnish deliverables under this Contract free of defects and vulnerabilities to IT-/cyber security. To that end, the Contractor shall employ adequate means such as penetration testing, code review, unit testing and other methods as appropriate, and shall provide the results of such means upon NSPA request at no additional cost.
4. The Contractor shall inform the NSPA of any IT-/cyber security incident or suspicion of, occurring in its area of responsibility that may adversely impact its obligations under this Contract, or adversely effect NSPA or its Customer Country with regard to their activities, their property, the integrity of their IT-systems, the integrity of data provided by them to the Contractor or by the Contractor to them, their reputation or to any of their readily recognizable interests.
5. This Contractor notification shall occur immediately after discovery of the suspicion as a warning notification to the points of contact identified at Part 17 and the NSPA Cyber Team via email at [security-notifications@nspa.nato.int](mailto:security-notifications@nspa.nato.int) and shall include at a minimum: type of incident, affected data, incident timeline/summary, projected impact, mitigation measures and current status. As soon as possible after the IT-/cyber security incident is averred and under no circumstances later than 48 hours after the warning notification was issued to NSPA, the Contractor shall provide NSPA with a comprehensive update notification. The Contractor shall at any time provide further details regarding the suspected or averred incident upon NSPA request and duly take into account any advice provided by NSPA to the Contractor with a view to adequately manage the incident in all involved parties' best interest.
6. NSPA will endeavour to notify the Contractor when NATO security policy permits, if it becomes aware of any possible IT-/cyber security incident that may adversely impact the Contractor or its supply chain with regard to their activities, their property, the integrity of their IT-systems, the integrity of data provided by NSPA to the Contractor or by the Contractor to NSPA, their reputation or to any of their readily recognizable interests.