



ANBU DSINFORDRAN - ENQUIRY

Datum/Date
2006-02-24

FMV beteckning/Our reference
290736 - A1688242

1 (35)

Anbudsgivare/Tenderer

Annons

FMV inköpshandläggare/Our purchase representative

KE Upphandling 1
KE Upph 1, Katarina Åman
+46 8 782 6894

Beställningsansvarig enhet, handläggare/Our technical representative

Radiosystem
Fredrik Fernsten
+46 8 782 6836

Anbudet giltigt t o m/Latest validity date
2006-08-31

Anbud senast/Closing date for offer
2006-04-25

Link 16 Stand Alone System

1 GENERAL INFORMATION

FMV would like to emphasize that it is very important that all potential bidders **on a regular basis** monitor FMV homepage for procurement, www.fmv.se, in order to get access to possible changes and/or clarifications of the enquiry documentation, cancellations, Questions & Answers and all other information relating to this enquiry.

2 INSTRUCTION

This enquiry consists of two parts and appendices (if any). The first part consists of requirements for the tender and Tenderer and information about the disposition of the tender. The second part consists of a draft agreement that describes the terms of conditions of any future agreement.

In order to qualify as Tenderer's and have tenders evaluated, Tenderer's must reply to and/or comment on all the requirements stipulated in the invitation to tender. Tenders must be received on time and show the validity period, as above.

3 INTRODUCTION

The timely exchange and dissemination of digital battlespace information is fundamental to effective military operations. Currently, in international operations, Tactical Data Links (TDL) are employed as the main enabler to allow a near seamless information exchange. Swedish Armed Forces (SAF) are currently moving through a transition from national to international operations. This change requires SAF to embrace international communication systems such as TDLs, to ensure that tactical information can be communicated between coalition partners.

The aim of this acquisition is to provide a basic TDL capability to a number of platforms to be interoperable in international/national operations for the time period of 2008 – 2010 and beyond.

Försvarets materielverk/Defence Materiel Administration

Postadress Mailing address	Besöksadress Visitor address	Telefon Telephone	Telex	Postgiro Postal giro account	Momsreg.nummer VAT registration No.
SE-115 88 Stockholm Sweden	Banérgatan 62 (T-Karlaplan)	08 - 782 40 00 + 46 8 782 40 00	08 - 667 57 99 + 46 8 667 57 99	155 05 - 1	202100-0340 SE202100034001



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FMV's ambition is that an order can be placed earlier even though the validity date for offer is set to 2006-08-31.

4 SCOPE

4.1 Scope

Pos/ Item	Beteckning, benämning/ Part No., Description	Mängd/ Quantity	Enhet/ Unit
1	Core Link 16 Stand Alone System according to Technical Specification, section 1.2	6	ea
2	User Doc accord to Technical Specification, section 8.2.1 and 8.2.3	1	batch
3	Critical Design Review	1	batch
4	Operator's Course	1	batch
5	System Report	1	batch

4.2 Option

Option Core Link 16 Stand Alone System: FMV shall be entitled, but not obliged, to order the goods/services below and 1-10 times per item but not later than 2008-12-31.

Item	Part No., Description	Quantity	Unit
6	Core Link 16 Stand Alone System	1	ea

Option Workstation 15 inch display: FMV shall be entitled, but not obliged, to order the goods/services below and 1-64 times per item but not later than 2008-12-31.

tem	Part No., Description	Quantity	Unit
7	Workstation 15 inch display	1	ea

Option Workstation 19-21 inch display: FMV shall be entitled but not obliged to order the goods/services below and 1-64 times per item but not later than 2008-12-31.

tem	Part No., Description	Quantity	Unit
8	Workstation 19-21 inch display	1	ea

Option Workstation keyboard and pointing device: FMV shall be entitled, but not obliged, to order the goods/services below and 1-64 times per item but not later than 2008-12-31.

tem	Part No., Description	Quantity	Unit
9	Workstation keyboard and pointing device	1	ea



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Option Head Set Interconnection Devices: FMV shall be entitled, but not obliged, to order the goods/services below and 1-64 times per item but not later than 2008-12-31.

tem	Part No., Description	Quantity	Unit
10	Head Set Interconnection Devices	1	ea

Option Operator's Course: FMV shall be entitled, but not obliged, to order the goods/services below and 1-2 times per item but not later than 2008-12-31.

tem	Part No., Description	Quantity	Unit
11	Operator's Course	1	ea

Option Technical assistance: Technical assistance shall cover installation assistance, commissioning work and interim technical support. FMV shall be entitled, but not obliged, to order the services below on hourly basis as cost contracts 1-35 times per item but not later than 2008-12-31.

tem	Part No., Description	Quantity	Unit
12	Technical assistance	1-1500	hour

Option Life Support Cost (LSC): FMV shall be entitled, but not obliged, to order the services below 1 time per item but not later than 2008-12-31.

tem	Part No., Description	Quantity	Unit
13	Life Support Cost (LSC)	1	ea

Option Basic Maintenance Documentation, BMD. FMV shall be entitled, but not obliged, to order the goods/services below 1-2 times per item but not later than 2008-12-31.

Part No., Description	Quantity	Unit
14 Basic Maintenance Documentation, BMD	1	ea

Option Basic Maintenance Training, BMT. FMV shall be entitled, but not obliged, to order the goods/services below 1-2 times per item but not later than 2008-12-31.

Part No., Description	Quantity	Unit
15 Basic Maintenance Training, BMT	1	ea



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Prices shall be shown in accordance with the "FORM OF CONTRACT" clause.

4.3 Materiel and services supplied by FMV

The following FMV material/materiel/equipment and services shall be supplied by FMV at no extra charge a jointly decided location in Sweden upon the Contractor's request in writing. See clause FMV Materiel and Services below.

- 1 MIDS terminal LVT(4) 1 for each Link 16 SAS
- 2 Fill gun 1 for each Link 16 SAS
- 3 Marking plates 1 batch for each Link 16 SAS
- 4 Antenna, L-band 1 for each Link 16 SAS
- 5 Antenna, GPS 1 for each Link 16 SAS
- 6 Notch filters Max. 2 for each Link 16 SAS

4.4 Information concerning Life Support Cost (LSC)

Tenderers who are going to leave a tender shall submit FMV with the following information for the purpose of calculating the option Life Support Cost (LSC).

The Tenderer shall submit the following information:

The Maintenance Report, MS-2 in the Maintenance Specification for the Link 16 Stand Alone System, VO Led 33 400:9849/2006, Appendix 4. This information shall be at FMV latest 2006-03-31 and has to be complete in order for the tender to be evaluated.

FMV shall assist the Tenderers with an optimisation calculation in Opus10. Opus10 will supply the Tenderer with the value for CIS, needed to calculate the LSC value. The Tenderer can either allow FMV to run the optimisation calculation on their own, or decide to join FMV during the optimisation calculation. The calculation is done during one day at a location in Stockholm. The time period is 2006-04-03--2006-04-14. A point of time shall be requested by the Tenderer in writing (by e-mail) to Fredrik Fernsten, FMV no later than fourteen (14) days before point is requested. FMV shall have the right to decide the point of time for the optimisation calculation in Opus10.

The value for CIS that is given by Opus10 shall be the value used when calculating the LSC for the tender. No other value for CIS will be accepted by FMV.

5 TECHNICAL SPECIFICATION ETC.

5.1 Technical specification and operational undertakings

The following specifications shall apply:

- Technical Specification for the Link 16 Stand Alone System, VO Led 33 400:2605/2006, Appendix 1



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- Statement of Work for the Link 16 Stand Alone System,
VO Led 33 400:2606/2006, Appendix 2
- Delivery and Event Schedule for the Link 16 Stand Alone System,
VO Led 33 400:2607/2006, Appendix 3
- Maintenance Specification for the Link 16 Stand Alone System,
VO Led 33 400:9849/2006, Appendix 4

6 FORM OF CONTRACT

6.1 Price

FMV awaits a tender using the form of contract and observing the conditions described below.

The price of all offered items and any options must be quoted in SEK exclusive of VAT, if any.

The price shall be given per separate line item and per separate quantity within the line item and the options. Concerning option item 12, Technical Assistance the price shall be given as an average price per hour even if the services can be performed by different categories. The offered price shall cover years 2006, 2007 and 2008. FMV will not accept any other costs than the ones described above.

No budgetary prices are accepted.

FMV also requires that committed effort in its entirety is financed through the tendered price, i.e. FMV will not accept any request for advance payment.

6.1.1 Fixed price

Fixed price means that the price shall not be adjusted for foreign exchange and/or index, or in any other way.

6.1.2 Cost contract (Option Technical Assistance)

Cost contract means that the work shall be carried out at hourly rates agreed in advance within the indicated maximum price limit. Invoicing shall take place monthly in arrears.

7 DELIVERY TIME

7.1 Delivery time schedule

A draft detailed delivery time schedule shall be included in the tender.

7.2 Delivery in accordance with FMV's time schedule

Delivery for all positions shall be effected latest in accordance with the time schedule below:



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Concerning item 3-5: TBP = Delivery dates to be proposed by the Contractor, but latest in accordance with the time schedule below.

Pos/ Item	Beteckning, benämning/ Part No., Description	Datum/ Date	Mängd/ Quantity
1	Core Link 16 Stand Alone System	2007-03-30	1
1	Core Link 16 Stand Alone System	2007-04-30	1
1	Core Link 16 Stand Alone System	2007-05-30	1
1	Core Link 16 Stand Alone System	2007-06-30	1
1	Core Link 16 Stand Alone System	2007-07-30	1
1	Core Link 16 Stand Alone System	2007-08-30	1
2	User Doc acc to Tech spec sec 8.2.1 & 8.2.3	2007-06-30	1
3	Critical Design Review	2006-12-31	1
4	Operator's Course	2007-12-31	1
5	System Report	2008-06-30	1

7.3 Delivery time - option

The following information concerning delivery time - option shall be included in the tender:

- Delivery dates expressed as months after exercising of the option.

Option item 6, Core Link 16 Stand Alone System

The delivery of the Core Link 16 Stand Alone System *shall* be executed at the latest 8 months after exercising of the option.

Option item 7,8 and 9, Workstation equipment

For workstation equipment (1-24 ea) to be included in the six (6) Core Link 16 Stand Alone Systems (item 1) delivery *shall* take place at the same time as the corresponding Core Link 16 Stand Alone System (item 1).

The delivery of other workstation equipment *shall* be executed at the latest 8 months after exercising of the option.

Option item 10, Head Set Interconnection Devices

For head set interconnection devices (1-24 ea) to be included in the six (6) Core Link 16 Stand Alone Systems (item 1) delivery *shall* take place at the same time as the corresponding Core Link 16 Stand Alone System (item 1).

The delivery of other Head Set Interconnection Devices *shall* be executed at the latest 8 months after exercising of the option.

Option item 11, Operator Course

For courses delivery *shall* be executed at the latest 5 months after exercising of the option.



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Option item 12, Technical assistance

For work delivery *shall* start at the latest 2 months after exercising of the option.

Option item 13, Life Support Cost (LSC):

The delivery of Life Support Cost (LSC) *shall* be executed at the latest 6 months after exercising of the option.

Option item 14, Basic Maintenance Documentation, BMD

The delivery of Basic Maintenance Documentation *shall* be executed at the latest 5 months after exercising of the option.

Option item 15, Basic Maintenance Training, BMT

For courses delivery *shall* be executed at the latest 5 months after exercising of the option.

The Contractor shall include delivery dates expressed as months after exercising of all options above.

8 EVALUATION OF TENDERER'S

8.1 Information from the Tenderer

FMV may exclude a Tenderer from participating in the procurement if the Tenderer

1. is bankrupt or being wound up, subject to a receivership order, has entered into an arrangement with creditors, has suspended its payments or is subject to an injunction against carrying on business, (to be verified by a registration certificate that is not more than 6 months old, from the Swedish Companies Registration Office [Bolagsverket]).
2. is the subject of an application for bankruptcy compulsory winding up receivership or any arrangements with creditors or other similar proceedings,
3. has been convicted of an offence concerning the exercise of his profession or trade and the judgement has gained final effect,
4. has been guilty of grave professional misconduct,
5. has not fulfilled its obligations relating to payment of Swedish taxes or social security contributions, (to be verified by the form "Request for information in connection with Public Procurement" ["Begäran - Upplysningar vid offentlig upphandling"] from the Swedish Tax Agency [Skatteverket]).

The Tenderer shall prove that the circumstances described above for items 1 and 5 do not apply to the Tenderer. This information shall be submitted as certified copies of official documents issued by a competent authority.

8.2 Information on the Tenderer



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The Tenderer shall have the following technical capability, capacity and financial standing:

- The Tenderer *shall* have produced and delivered this kind of system to more than one platform or customer before. To show this the Tenderer *shall* supply FMV with a list of references for use of the system. The number of references above the number of two will not result in any advantages when evaluating the Tenderers.
- The system and usages that are given as references *shall* be in active military service at the time of the tender.
- The Tenderer *shall* for each reference supply FMV with a platform/customer point of contact. The previous customer information will not be used in tender evaluation.

"This kind of system" is defined as follows:

A system that can receive most Link 16 messages and display the theatre Surface/subsurface (Maritime) and Air Picture and those elements of Land (ground) picture populated within the Link 16 network including supporting information. The system can at least transmit the platform's Precise Participant Location Indicator (PPLI). The system utilises a MIDS terminal to interact with the Link 16 network. The system includes it's own message handling and display processing and requires no integration into platform (host) C² systems and therefore will not provide the network with any of the fitted platform's sensor information. The system is flexible and can be configured it in a way that one or more users can use the system. The system can be mounted/dismounted and installed in different platforms.

8.3 Registration checks

Information regarding the following matters shall be enclosed in the tender for FMV's inspection:

1. Registration in a register of companies, commercial enterprises or associations, or similar, as applicable. (To be verified by detailed registration certificate, registration certificate or special certificate the Swedish Companies Registration Office [*Bolagsverket*]. Certificates of amendment are not acceptable. The above certificates shall not be more than 6 months old.)
2. Registration for submission of returns and payment in respect of Swedish value-added tax, withheld preliminary A/F-tax and social security contributions (to be verified by a copy of the tax certificate [*F-skattebevis*]).
3. Absence of debt relating to Swedish taxes and social security contributions in Sweden or in the country where the firm is registered. (To be verified by the form *Begäran om upplysning vid upphandling* or the form Request for information in connection with Public Procurement from the Swedish Tax Agency [*Skatteverket*]. The form is available at the Swedish Tax Agency or on the Swedish Tax Agency's web site, www.skatteverket.se. It can also be proved by a so-called absence of debt certificate [*skuldfrihetsintyg*] from the Swedish Enforcement Service [*Kronofogdemyndigheten*].

Foreign Tenderer's shall submit equivalent information from the country in which their enterprise is registered.



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The Tenderer shall submit the above requested information as certified copies of official documents issued by a competent judicial or administrative authority.

FMV will not accept a tender if the Tenderer is not registered as above, if there is an obligation to register.

9 EVALUATION OF TENDERS

9.1 Evaluation of tenders

FMV will accept the tender which fulfills the terms and conditions in this enquiry and gets the highest score according to the evaluation model.

The tenders will be judged in accordance with the criteria, formulas and scales given in the document Tender evaluation model for the Link 16 Stand Alone System, VO Led 33 400:2609/2005, Appendix 6

The evaluation for the option item 12, Technical assistance, will be evaluated on an average price per hour for 1500 hours and shall cover years 2006, 2007 and 2008. The price of the option item 14, Basic Maintenance Documentation and option item 15, Basic Maintenance Training, will be excluded from the evaluation since these prices are included in the LSC.

9.2 Subcontractors

The Tenderer shall in its tender show what parts of the procurement contract it intends to subcontract and to whom.

10 COMMERCIAL SECRECY

Data pertaining to a procurement matter are subject to secrecy pursuant to the Swedish Official Secrets Act [*Sekretesslagen 1980:100*] until such time as a decision concerning Tenderer and tender has been made or the matter has otherwise been concluded prior thereto.

The mentioned data may be subject to secrecy also after the mentioned period. A Tenderer's data will only be subject to the protection of commercial secrecy if the data refers to the Tenderer's business- or operating circumstances and there is special reason to assume that the Tenderer will suffer damage if the data is disclosed.

If the Tenderer considers that the data the Tenderer has submitted in the procurement matter fulfils the requirements for commercial secrecy as above, the Tenderer should in writing request commercial secrecy, giving details of the data involved and what damage the Tenderer would suffer if the data were disclosed.

11 INSTRUCTIONS TO THE TENDERER



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11.1 Language

All documentation in this procurement matter including all correspondence shall be in the English language.

11.2 Disposition of the Tender

The tender shall be complete from a technical, timely as well as commercial point of view. The disposition in this enquiry (includes all appendices) shall be followed.

The tender shall be submitted in the following sections.

Part 1 shall be a Commercial Section

Part 2 shall be a Statement of Requirements

Part 3 shall be a Delivery Plan.

Part 1 shall include:

- statements to all stipulated commercial requirements shall be given in a, by the Tenderer drawn up "Commercial Compliance Matrix", i.e. including those requirements which are not met. See the instructions in Information to be stated for the Link 16 Stand Alone System, VO Led 33 400:2608/05, Appendix 5
- separate pricing per line Item and per separate quantity within the line item and the options. For option item 12, Technical assistance, an average price per hour for 1500 hours, shall be given. The given price shall cover years 2006, 2007 and 2008.

No comment at all is interpreted as not met and the tender can't proceed to the final evaluation. Also a comment that is contradictory to a former complied requirement is interpreted as not met. This applies also for Part 2 and 3.

Part 2 shall include:

- Statements to all stipulated requirements in the Technical Specification, Statement of Work and Maintenance Specification in accordance with the instructions in Information to be stated for the Link 16 Stand Alone System, VO Led 33 400:2608/05, Appendix 5.

Part 3 shall include:

- a delivery plan

11.3 Tenderer data

The tender shall show the Tenderer's:

- registration number or equivalent (registration in registers for limited companies, or other associations, or similar)
- telephone number
- telefax number
- e-mail address.

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11.4 Number of copies of tender

The tender, including appendices, shall be submitted in one original and three (3) copies. One of these shall be in digital (CD-ROM).

11.5 Submission of tender

The tender shall be signed by the Tenderer and submitted in writing in a sealed envelope. The envelope shall be marked with: **TENDER, FMV reference and closing date for submission of tenders.**

A tender that is submitted by telegram or telefax shall be complete and shall be confirmed immediately by the complete original tender signed by the Tenderer.

Descriptions and drawings forming part of the tender shall be listed in the tender and marked with the FMV reference and the Tenderer's business name.

The tender shall be addressed to:

Försvarets materielverk
Inköpsadministrationen
SE-115 88 STOCKHOLM
Sweden

Telefax: +46 (0)8 661 8220

Tenders may be delivered by hand on weekdays between 7.30 a.m. and 4.30 p.m. at:

Godsmottagningen
Värtavägen 40
Stockholm

Tenders may at other times be delivered by hand at:

Centralvakten
Banérgatan 62
115 88 STOCKHOLM

The Tenderer must draw to the attention of Godsmottagningen/Centralvakten that it is a tender that is being delivered.

FMV must receive tenders at the latest by 12 midnight on the closing date for submission of tenders.

11.6 Tenders received too late

A tender received after the closing date for tenders cannot be evaluated.

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12 PROCUREMENT PROCEDURES**12.1 Simplified Procedure [Förenklad upphandling]**

This enquiry concerns procurement effected in accordance with the rules applicable to the simplified procedure. This procurement procedure permits negotiation. The tender may, however, be accepted without negotiation.

13 MISCELLANEOUS**13.1 Other conditions**

A draft agreement is set out below. All clauses in the draft agreement that are "shall" requirements must be accepted by the supplier in detail and in their entirety.

The tender shall otherwise be based on the clauses in this draft. "Based on" means that the Tenderer shall base its tender on the clauses that constitute "should" requirements and shall be permitted to adjust the clauses. The clauses shall thus not be completely altered.

13.2 Information regarding the enquiry

Questions regarding this enquiry shall be submitted in writing and may be addressed to:

FMV
KE Upph1/ Katarina Åman
SE-115 88 STOCKHOLM
Sweden

Telefax: +46 8 782 58 60
E-mail: katarina.aman@fmv.se

with a copy to:

FMV
KE TelekomT / Fredrik Fernsten
SE-115 88 STOCKHOLM
e-mail address: fredrik.fernsten@fmv.se

Questions will be received until 2006-04-07. Relevant answers will be distributed on FMV's web site www.fmv.se/ under Procurements/Current Procurements under reference no. 290736-AI688242 Updates will be published regularly however not after 2006-04-14.

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14 LIST OF APPENDICES

This enquiry includes the following documents:

- Technical Specification for the Link 16 Stand Alone System, VO Led 33 400:2605/2006, Appendix 1
- Statement of Work for the Link 16 Stand Alone System, VO Led 33 400:2606/2006, Appendix 2
- Delivery and Event Schedule for the Link 16 Stand Alone System, VO Led 33 400:2607/2006, Appendix 3
- Maintenance Specification for the Link 16 Stand Alone System, VO Led 33 400:9849/2006, Appendix 4
- Information to be stated for the Link 16 Stand Alone System, VO Led 33 400:2608/05, Appendix 5
- Tender evaluation model for the Link 16 Stand Alone System, VO Led 33 400:2609/2005, Appendix 6
- Guarantee FMV supply of Materiel, Appendix 7
- General Terms and Conditions of Delivery ---
The Swedish Defence Materiel Administration *Försvarets Materielverk*], GOODS 05:1, Appendix 8

FÖRSVARETS MATERIELVERK

Lars Burström

Katarina Åman


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CONTRACT DRAFT
15 CONDITIONS FOR VALIDITY OF THE AGREEMENT
15.1 Judicial Review

This Agreement shall not be valid until the right to judicial review provided in Chapter 7 Section 1 of the Swedish Public Procurement Act [*Jagen (1992:1528) om offentlig upphandling*] has expired. FMV shall, without any costs, have the right to cancel this contract if the judicial review exceeds 6 months.

16 PARTIES TO THE AGREEMENT

The following Agreement has been entered into by and between the Swedish Defence Materiel Administration [Försvarets Materielverk], hereinafter referred to as FMV and _____, hereinafter referred to as the Contractor.

17 SCOPE OF THE AGREEMENT
17.1 Scope

In accordance with the terms and conditions in this Agreement and, where applicable, accompanying appendices, the Contractor shall deliver:

Item	Part No., Description	Quantity	Unit	Curr.	Unit price	Total price
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Total

17.2 General guidelines etc.
17.2.1 Liability for commissions carried out

FMV's examination and approval of the Contractor's proposals, actions or documents shall not discharge the Contractor from liability in respect of faults in documents or in a commission carried out.

If the Contractor modifies documents drawn up or supplied by the Contractor, that have been examined by FMV, the Contractor shall not be entitled to compensation for such work unless this has been agreed in writing with FMV.

17.2.2 Necessary information etc.

If it should become apparent, after an agreement has been entered into, that certain information, documentation, services or equipment are necessary for performance of



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the commission, the Contractor shall at no extra charge acquire the information or data, perform the service or provide the equipment as if it had been set out and described in full in the agreement.

17.2.3 Contacts

Project manager/contact at FMV: Fredrik Fernsten, KE TelekomT

Project manager/contact at the Contractor: _____.

17.2.4 Progress reports and other reports

Progress reports including all information about the commissions progress in time, technically, administrative and economically shall be sent every second month to:

-- KE TelekomT / Fredrik Fernsten, e-mailadress "fredrik.fernsten@fmv.se"

-- KE Upph1 / Katarina Åman, e-mailadress "katarina.aman@fmv.se".

Progress meetings shall be held at least three times under this contract. Progress meetings shall be in accordance with the requirements in the Statement of Work for the Link 16 Stand Alone System.

Decisions made during progress meetings or other meetings shall not have an impact on price or time schedules without an official tender followed by an order accepted in writing by FMV.

FMV shall be entitled at any time to monitor work at the Contractor's premises. The Contractor shall then provide FMV's personnel with all particulars and all information necessary in order to be able to assess the quality and progress of the commission.

17.2.5 Location for performance of the commission

The commission shall be carried out at the Contractor's premises unless otherwise agreed with FMV.

18 TECHNICAL SPECIFICATION ETC

18.1 Technical specification and operational undertakings

The Contractor shall deliver in accordance with the following specifications:

If the Contractor should find that the specifications is in any respect incomplete or unclear, it shall be obliged to notify FMV of this in writing as soon as possible. Within a reasonable time of such notification FMV shall notify the Contractor as to what shall apply in respect of the specifications.

18.2 Responsibility for design



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The Contractor shall have full responsibility for the design even if the proposed design is suggested by FMV.

Responsibility for design means that the Contractor, in addition to what is stipulated in clause "Warranty", during a period of five (5) years following accepted delivery shall be responsible for ensuring that goods/services also otherwise fulfil reasonable requirements regarding safety, operation, fitness for purpose, ease of maintenance, strength, durability and environmentally sound properties.

The stipulations of the "Warranty" clause shall apply to notification and remedying of design defects.

FMV's approval of drawings, designs or goods/services shall not constitute a discharge of the Contractor from its responsibility for design.

18.3 Responsibility for system

The Contractor shall be responsible for the complete and satisfactory function of the entire system

19 FMV MATERIEL AND SERVICES

19.1 Materiel and services supplied

The following FMV material/materiel/equipment, hereinafter jointly referred to as materiel, and services shall be supplied by FMV at no extra charge a jointly decided location in Sweden upon written request by the Contractor.

Such request shall be made in writing to Fredrik Fernsten, FMV and no later than 90 before delivery is required. Note that the equipment cannot be supplied to the Contractor before December 2006.

Item	Part. No	Description	Quantity
1		MIDS Terminal LVT (4)	1 ea for each Link 16 SAS
2		Fill gun	1 ea for each Link 16 SAS
3		Marking Plates	1 batch for each Link 16 SAS
4		Antenna, L-band	1 ea for each Link 16 SAS
5		Antenna, GPS	1 ea for each Link 16 SAS
6		Notch Filters	Max.2 for each Link 16 SAS

The Contractor shall immediately on receipt of FMV materiel provide FMV with a document signed by the Contractor and acknowledging receipt. The Contractor shall also as soon as possible after receipt inspect the materiel in a customary or otherwise appropriate manner. If the materiel supplied is defective or of insufficient quantity, the Contractor shall be obliged to notify FMV thereof in writing immediately after it notices or should have noticed the defect or shortfall. If the Contractor neglects so to notify FMV, the Contractor shall forfeit the right to make a complaint in respect of the defect or shortfall.



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FMV shall charge the Contractor for the cost of any materiel and services supplied by FMV additional to the above.

FMV materiel shall after performance of the Agreement be returned as soon as possible to FMV FREE CARRIER _____ FCA as per INCOTERMS 2000.

Materiel supplied by FMV shall remain the property of FMV.

The Contractor shall as far as possible keep FMV materiel separate from other property and shall use signs, marks or similar to show clearly that FMV owns the materiel.

The Contractor shall take due care of FMV materiel, look after it well and where necessary maintain such materiel and shall not use the materiel for other purposes or in other ways than as agreed in writing or specified by FMV.

As regards FMV materiel intended for manufacture, completion or similar, the Contractor shall be responsible for ensuring that consumption is not greater than is absolutely necessary. The Contractor shall provide a written record of material received and used when manufacture, completion or similar has been concluded or when FMV may otherwise so request.

If FMV so requests, the Contractor shall at no extra charge assist FMV to a reasonable extent with personnel, premises and office equipment for the purposes of producing an inventory of FMV materiel in the Contractor's possession.

19.1.1 Liability for materiel supplied

The Contractor shall be liable in respect of FMV materiel in the Contractor's possession for

- a) loss or damage to the materiel;
- b) loss or damage caused by the materiel to property belonging to FMV or the Contractor, any of their employees or other person for whom either of them is responsible;
- c) injury caused by the materiel to either of the parties' employees or other persons for whom either of them is responsible;
- d) loss, damage or injury caused by the materiel to a third party's person or property other than as specified under b) and c) above.

However, if the Contractor can show that the loss or damage was caused by the negligence of FMV, FMV employees or someone else for whom FMV is responsible, FMV shall be liable for such loss or damage.

If FMV materiel is not returned to the possession of FMV, either by being returned in good condition or by being incorporated in an accepted delivery and this is due to circumstances for which the Contractor is liable, including bankruptcy and other forms



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of insolvency, the Contractor shall compensate FMV for the value of the materiel, plus interest at a rate of 8% above the Swedish Central Bank's [*Riksbanken*] reference rate at any time in force from the day FMV is entitled to receive the materiel to the day payment is made, inclusive.

19.1.2 Security for materiel supplied

The Contractor shall provide security in the form of a bank guarantee with the wording shown in Appendix 7 in respect of the liability to pay compensation that the Contractor may incur if it does not return FMV materiel to FMV's possession in the manner stipulated above in clause "*Liability for materiel supplied*".

20 FORM OF CONTRACT

20.1 Fixed price

The price shall be fixed and shall thus not be adjusted according to currency fluctuations or index or otherwise adjusted.

20.2 Price limit on a cost contract basis (option item)

The Contractor's undertakings pursuant to the above shall be carried out on a cost contract basis in accordance with the charging principles below and shall be completed within a price limit of _____, including travel expenses and per diem allowance and all other costs associated with the commission.

Travel expenses and per diem allowance in respect of travel approved by FMV shall be limited to the amounts provided in the Swedish Tax Agency's [*Skatteverket*] rules and standards unless otherwise mutually agreed in writing between the parties. The costs shall be verified.

Hourly rates shall be charged as follows:

Personnel	Category/Work tasks	Extent of work in hours	Currency	Hourly rates
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The Contractor shall not replace the personnel specified above without FMV's consent in writing.

The price limit shall not be exceeded.

21 VALUE ADDED TAX

21.1 Exemption from value added tax

All federal, state and local taxes and other imposts in the Contractor's country, if any, shall be included in the price.



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The Contractor shall not be obliged to pay any Swedish import duties, taxes and tariffs on the product.

22 TERMS OF PAYMENT ETC

22.1 Invoicing - general

The Contractor shall supply FMV with an original invoice and one copy. The invoice shall specify items as described in clause "*Specification of invoices*".

The Contractor shall present the invoices to FMV at the earliest on the date of completion of delivery/part-delivery.

Terms unilaterally included in invoices by the Contractor shall not be binding on FMV.

22.2 Specification of invoices

Invoices shall always specify FMV's order number, description of the goods or services, agreed price per item, to which the delivery relates, value added tax if any, agreed delivery time and quantity/number in the delivery in question, as well as the reference person or persons specified in the Agreement.

The following text is applicable for Contractors outside of Sweden:

The invoice shall show if the goods include batteries and if so, what metals and the weights thereof. If batteries are not included, this shall also be specified.

The following text is applicable for Contractors in Sweden:

The invoice shall show that all statutory environmental charges are included in the price.

22.3 Invoicing in case of delivery inspection at the recipient's premises

Invoices in respect of a delivery shall, where applicable, be accompanied by a copy of the consignment note showing that the delivery has been delivered to FMV's carrier and a copy of the packing note.

If, in the above cases, the invoice is not accompanied by a copy of the consignment note, the Contractor shall provide written certification of the manner and time at which the delivery has otherwise been delivered to FMV.

Documents specified in this clause shall be received by FMV Granskning not later than 30 days before the expiry of the payment period.

22.4 Invoicing in case of a cost contract

In the case of invoicing of activities performed under a cost contract invoices and any other data in respect of work carried out during the preceding calendar month shall have been received by FMV Granskning not later than 30 days before the expiry of the payment period.



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In addition to that stipulated above in clause "*Specification of invoices*", invoices shall specify the art and scope of work performed specifying number of hours worked and hourly rates charged for each person who has participated in the activities.

Requested compensation regarding travel expenses and allowances, shall, if right to such expenses have been agreed upon in writing, be verified separately.

22.5 Invoicing address

FMV
Granskning
S-115 88 Stockholm
Sweden

23 DELIVERY TIME AND DELIVERY INSPECTION

23.1 Delivery notification

The Contractor shall before delivery notify FMV in writing that the goods/services are ready for delivery inspection.

FMV shall receive such notification not later than fourteen (14) working days before the day the goods/services are ready for delivery inspection.

Delivery notification shall be sent by e-mail to:

Försvarets materielverk
KE TelekomT / Fredrik Fernsten
fredrik.fernsten@fmv.se

with a copy to:

Försvarets materielverk
KE Upph1 / Katarina Åman
katarina.aman@fmv.se

Delivery notification shall specify the following:

- Date when the goods/services will be ready for FMV's delivery inspection
- FMV's order number
- Contents of the delivery, with item numbers
- Reference numbers and descriptions in accordance with FMV Agreement

If, at FMV's delivery inspection, it is found that the goods/services can not be considered ready for such inspection, FMV shall be entitled to compensation from the Contractor for costs which it has incurred directly on account thereof.



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23.1.1 FMV procedures for delivery notification

The delivery notification is a document in which the Contractor provides notification of when goods/services are ready for delivery inspection and delivery.

Immediately after receipt of the delivery notification FMV shall inform the Contractor how the delivery inspection will be carried out.

23.2 Time of delivery

The Contractor shall deliver the goods/services:

Item	Part No., Description	Date	Quantity
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23.3 Day of delivery

Provided that FMV does not reject a delivery/part-delivery, the day of delivery shall be deemed to be the day notified by the Contractor as being the day when the delivery/part-delivery is ready for such inspection.

If delivery inspection is to take place at the Contractor's premises, an FMV inspector shall arrive to carry out such inspection within 10 days of the day when the delivery/part-delivery is expected to be ready for delivery inspection. Should FMV's inspector fail to arrive within the specified period and the delivery/part-delivery is not collected by FMV's carrier within 13 days of the day of delivery, the Contractor shall be entitled to dispatch the delivery/part-delivery after providing FMV with a delivery document certifying that the delivery/part-delivery was found to be fit for delivery when inspected by the Contractor. The time limits specified above for FMV's inspection and collection are based on the assumption that FMV receives delivery notification not later than the specified time. Otherwise the specified time limits shall be correspondingly postponed.

However, in no case shall the day of delivery be deemed to be a day earlier than what is agreed in this Agreement, except by FMV's consent in writing.

Delivery/part-delivery shall not occur earlier than as agreed in this Agreement, except by FMV's consent in writing.

23.4 Certificate of conformity - general

The certificate of conformity is a document in which the Contractor certifies that the goods/services have undergone quality control and have been found to be in accordance in all respects with the data specified in the Agreement and have been tested in accordance with stipulated requirements and meet the requirements specified in the Agreement.

The certificate of conformity is also the document in which FMV accepts that the goods/services meet the requirements specified in the Agreement. Any other delivery



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documents that, shall accompany delivery or part-delivery in accordance with the Agreement shall be attached to the certificate of conformity.

A certificate of conformity shall be drawn up in triplicate by the Contractor and be signed by the Contractor, specifying the date the goods/services were found by the Contractor to meet the requirements specified in the Agreement. Only one copy shall be prepared of delivery documents constituting appendices to the certificate of conformity, unless otherwise stipulated in the Agreement.

23.4.1 Procedure for delivery inspection at the recipient's premises

- The Contractor sends one of the certificates of conformity to the invoicing address specified in the Agreement.
- The Contractor sends the certificates of conformity in duplicate together with any delivery documents (as well as one certificate of conformity accompanying the goods) for the goods/services to the recipient specified by FMV.
- The recipient signs both certificates of conformity after quality control and acceptance.
- The recipient returns one certificate of conformity to the Contractor.
- The recipient sends one certificate of conformity to the invoicing address specified in the Agreement.

23.4.2 System Report and System Acceptance

In addition to what is stipulated in clause Certificate of Conformity - General the Contractor shall at the Contractor's completion of all its commitments and deliveries under this Agreement, with the exception of warranty as per clause Warranty, submit to FMV a System Report confirming this completion. FMV will thereafter without unreasonable delay, issue System Acceptance at FMV approval of the Contractor accomplishment of all its undertakings and completion of all deliveries.

The fact that FMV issues the System Acceptance does not constitute a discharge of the Contractor from its responsibilities in this Agreement.

24 TERMS OF DELIVERY

24.1 Terms of delivery (item 1)

Delivery shall be FREE CARRIER _____ FCA as per INCOTERMS 2000.

The shipping instructions according to FMV's web site shall be followed. The Contractor can obtain information about relevant carriers for domestic and international transport on FMV's web site (www.fmv.se under Procurements/Shipping Information) at the time of delivery.



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24.2 Terms of delivery (item 3 and 4)

Delivery shall be made free recipient specified by FMV.

24.3 Terms of delivery (item 2 and 5)

Delivery shall be made free FMV technical representative.

24.4 Marking and packing of the consignment

The Contractor shall when making delivery/part-delivery mark each piece with FMV's order number, warehouse code and a consecutive number for each piece.

The Contractor shall be liable for any loss and/or damage to goods that is caused by defective packaging, marks or loading effected out by the Contractor.

24.5 Specific transport regulations

The Contractor shall be obliged to comply with statutory and other legal provisions applying the dispatch of goods.

25 LATE DELIVERY

25.1 Notification of late delivery

If the Contractor finds that the agreed delivery time cannot or appears unlikely to be met, it shall without delay notify FMV of this in writing at the address below, specifying the order number:

Försvarets materielverk
 KE Upph1/ Katarina Åman
 S-115 88 STOCKHOLM
 SWEDEN

Such notification shall include the reason for the delay and, if possible, the time when it is expected that delivery/part-delivery can be made. If the Contractor fails to give such notification within a reasonable time, FMV shall be entitled to compensation for any loss or damage that could have been avoided if notification had been given in due time.

If late delivery is due to FMV or circumstances within FMV's control or circumstances specified in clause "*Force Majeure*", delivery time shall, after notification has been given as specified above, be extended to a time justified by the circumstances.

25.2 Liquidated damages

If delivery/part-delivery has not been performed within the agreed time and the delivery time has not been extended as stipulated in clause "*Notification of late delivery*", FMV shall be entitled to liquidated damages of 2,0 % of the price, including price adjustment,



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but excluding VAT, if any, for the delayed delivery/part-delivery for each week or part of a 7 day period of delay.

FMV shall be entitled, at its own discretion, to obtain accrued damages either by making a deduction from the price when effecting payment for the late delivery/part-delivery or by submitting a specific payment demand to the Contractor. If such a demand is submitted, payment shall be made within 30 days of the day the demand is submitted.

25.2.1 Maximum liquidated damages

However, FMV's maximum entitlement to liquidated damages pursuant to the above shall be 10 % of the price of the late delivery/part-delivery excluding VAT, if any.

25.3 Calculation of liquidated damages in the case of part-delivery

When calculating liquidated damages each part-delivery according to the delivery plan, regardless of the unit serial number, shall be completed before delivery of subsequent part-deliveries shall be deemed to have taken place.

26 CANCELLATION FOR DEFAULT

26.1 Cancellation for default

FMV shall be entitled to cancel all or part of this Agreement with immediate effect

- a) if delivery/part-delivery is not performed or is performed late and this is not due to FMV or circumstances on FMV's part and the delay exceeds one third of the original agreed delivery time or, regardless of the length of the delivery time, has lasted more than six (6) months; or
- b) if delivery/part-delivery is defective and this is not due to FMV or circumstances on FMV's part and the defect may be regarded as a substantial breach of contract; or
- c) if FMV has good cause to suppose that a breach of contract pursuant to a) or b) above, conferring entitlement to cancellation for default, will occur in respect of a future delivery; or
- d) if enforcement by a legal authority of a judgment or an enforceable decision of any other kind has shown the Contractor to be lacking the means to making full payment of a claim which is the subject of the judgement or decision, has suspended payments, an application has been made to a court or a public authority for corporate restructuring regarding the Contractor pursuant to a legislation act or the Contractor has been declared bankrupt, or
- e) if the Contractor fails to perform other conditions of this Agreement and this may be regarded as constituting substantial breach of contract.



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If delivery is to take place by means of separate part-deliveries and FMV cancel the Agreement in respect of a part-delivery, FMV may at the same time cancel the Agreement in respect of part-deliveries already made or to be made at a later date, if, as a consequence of the fact that one part delivery is dependent on another part-delivery, FMV would suffer serious inconvenience by abiding by the Agreement in respect of said part-deliveries.

If FMV cancel the Agreement as a result of delay in delivery caused by circumstances constituting force majeure pursuant to clause "*Force Majeure*", FMV has a right and a duty to accept that part of the Agreement performed in respect of delivery which is not defective and which may be of benefit to FMV without FMV needing to take extensive measures. In connection herewith FMV shall pay compensation to the Contractor corresponding to the agreed price for the part of the Agreement which has been accepted.

27 WARRANTY

27.1 Warranty

The Contractor undertakes in accordance with that stipulated below to remedy all defects arising in design, material, services or manufacture.

The Contractor's liability only extends to defects appearing within *two years* of the day of delivery defined in clause "*Day of delivery*".

Replacement or modified parts or services supplied are subject to warranty on the same terms and under the same conditions as those applying to the original goods/services for a period of one year. This provision does not apply to other parts of the goods/services for which the warranty period is extended only by the time during which the goods/services have been unusable as a consequence of a defect or defects falling within the scope of this clause.

For the purposes of calculating remaining warranty period a defect shall be deemed to have arisen the day the defect appears. FMV shall notify the Contractor of its warranty claim as soon as possible. In order to be valid such notification must have been received by the Contractor not later than three (3) months after the defect appeared.

After having received notification of a defect falling within the scope of this clause from the recipient, the Contractor shall remedy such defect with all haste and at its own expense. If the defect is such that it is not appropriate to carry out repairs or other work where the goods are located/services are carried out, the recipient shall return to the Contractor the part in which a defect falling within the scope of this clause has arisen in order that repair or replacement may be carried out. The Contractor shall be deemed to have fulfilled its obligations pursuant to this clause in respect of the defective part by delivering a fully satisfactory repaired or replacement part or redone work to the recipient.



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Unless otherwise agreed, FMV shall return defective parts to the Contractor FREE CARRIER, the place where the goods are located/services were carried out FCA as per INCOTERMS 2000.

The Contractor shall return repaired or replacement parts supplied to FMV DELIVERED DUTY PAID the place FMV specifies DDP as per INCOTERMS 2000 excluding taxes.

If the Contractor refuses to fulfil its obligations pursuant to this clause or, despite being requested to take necessary measures with due haste, fails so to do, FMV is entitled to have necessary repairs and other work carried out at the Contractor's risk and expense, provided that in so doing FMV uses its reasonable judgement.

The Contractor's liability only extends to defects arising under the working conditions envisaged in the Agreement and in the case of proper use. It does not extend to defects caused by inadequate maintenance, incorrect storage or incorrect installation on the part of FMV, alterations made without the Contractor's written consent, repairs incorrectly carried out by FMV or normal wear and tear or deterioration.

The Contractor is not liable to pay any compensation to FMV either for loss of profit, production drop-out or any other loss as a consequence of that the goods/services can not be used in the intended way, unless it is clear from the circumstances that the Contractor has been grossly negligent.

Regardless of the provisions of this clause above, the Contractor's warranty obligations do not extend to any part of the goods/services for more than 2 years from the commencement of the original warranty period.

27.1.1 Warranty Extent

The Contractor warrants not to exceed the guaranteed modellike cost of maintenance. i.e. LSC Warranty in option Life Support Cost (if this option is exercised).

27.1.1.1 Warranty of supply

For discardable items, the Contractor shall guarantee that the items, or compatible ones, is available for ordering during the first 6 years after product delivery.

27.2 Defect affecting all goods/services

If a defect becomes apparent during the warranty period for the most recently delivered goods/services and all goods/services delivered pursuant to this Agreement are deemed to suffer from such defect, the Contractor shall at its own expense, in the manner and time and at the place agreed between the Parties, remedy the defect in all goods/services, including goods/services for which the warranty period has expired.

When remedying a defect affecting all goods/services the Contractor shall at its own expense and risk also assume responsibility for all transport and for any disassembly/removal and reinstallation.

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28 TITLE AND RIGHT OF USE ETC**28.1 Title and right of use etc****28.1.1 Title**

All technical data of whatever kind, including all software with documentation necessary for operation, correction, modification and expansion (hereinafter jointly referred to as "data") produced by the Contractor or its sub-contractor (hereinafter jointly referred to as "the Contractor") during the performance of this Agreement shall be the property of the Contractor unless otherwise stipulated below.

However, title and right of use in respect of such data may not be assigned or granted to a third party without FMV's written consent.

Data handed over by FMV shall be the property of FMV. In addition, data belonging to a third party and which has been handed over to the Contractor by FMV pursuant to a right of use shall remain the property of such third party. Data mentioned in this paragraph may not be used by the Contractor or be copied or reproduced other than for internal use in connection with the submission of a tender to FMV or in order to carry out work on behalf of FMV.

28.1.2 Right of use

For the needs of the authorities under the Swedish Government FMV shall be entitled at no extra expense and notwithstanding patent, copyright and other protected rights freely to use data regarding the message implementation for the LINK 16 SAS, specified in the first paragraph of clause "*Title*" above.

This data shall be listed by the Contractor in such a way that it can easily be identified in the event of FMV exercising its right of use at a future date. Unless otherwise agreed in writing this list shall be delivered to FMV at the time of final delivery pursuant to this Agreement, at the latest. At that time the Contractor shall also deliver a detailed list and description of the program development environment, related to the above mentioned data, and used during the performance of this Agreement.

Not later than the same time as that stipulated in the preceding paragraph above the Contractor shall also deliver to FMV a corresponding list of data used during work pursuant to this Order but which has been produced by the Contractor or another party in another context and to which data FMV does not have a right of use pursuant to previous agreements.

If the Contractor fails to provide the lists mentioned in the preceding two paragraphs by the stipulated times and also fails to fulfil its obligations in this respect within ten (10) days of a written request from FMV to do so, FMV shall be entitled at no extra expense freely to use the data specified in the preceding paragraph.



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FMV shall be entitled after a separate agreement has been reached with the Contractor likewise to acquire the right of use to the data which is not covered by FMV's right of use pursuant to the above. When calculating the compensation therefore account shall be taken of the extent to which FMV has previously contributed to the production of such data.

FMV's free right of use pursuant to this clause includes a right to use and allow others to use the specified data for the purpose of ensuring interoperability between nations and platforms.

FMV's free right of use pursuant to this clause *should* include a right to use and allow others to use the specified data for the purpose of inviting tenders from and development/manufacture by another contractor for the needs of the authorities under the Swedish Government Authorities. In connection therewith FMV shall inform such other tenderer/contractor of the Contractor's title. In the case of procurement based on such data the Contractor shall be given the opportunity to submit a tender.

FMV's right of use pursuant to the above covers all data necessary for exercise of the right of use. If so requested by FMV, the data shall be delivered by the Contractor to FMV for FMV's exercise of the right of use against compensation for the Contractor's handling costs. The data shall be delivered in the form and condition requested by FMV.

However, unless otherwise specifically agreed in writing software with documentation, included in FMV's right of use, shall pursuant to the first paragraph of this clause "*Right of use*" be delivered to FMV at the time of final delivery pursuant to this Agreement, at the latest.

28.1.3 Intellectual property rights

FMV shall be entitled for its own needs and for the needs of the authorities under the Swedish Government to exercise full control over technical data produced by the Contractor or its sub-contractor falling within the scope of "*Right of use*" above and other material produced such as descriptions, instructions, handbooks etc and FMV shall thus in its operations be entitled at no extra expense to produce and distribute copies of such material both in its original state and in modified form such as in translation or reworked form.

28.1.4 Infringement of intellectual property rights

The Contractor shall be liable for damages and other costs which may arise both for the Contractor and for FMV and/or other authorities under the Swedish Government as a result of any infringement of intellectual property rights as a consequence of manufacture or use of the data.

The Contractor shall not be liable for infringement pursuant to the preceding paragraph to the extent that such infringement is directly attributable to materiel supplied by FMV or to solutions or procedures prescribed by FMV contrary to the Contractor's written objection.



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The Contractor and FMV shall keep each other informed of claims arising from intellectual property rights.

If infringement occurs, the Contractor shall, in addition to that stated in the first paragraph, at its own expense either modify the data/goods/services so that infringement no longer occurs, or reach an agreement with the right-holder. If the data/goods/services are modified, the Contractor shall be responsible for ensuring that its agreed function, performance and utility remains unaffected and that there will be no cost increase for its future use.

If a claim is made in respect of the Contractor's liability pursuant to this clause, the Contractor shall at its own expense apply to become a party to any court proceedings where an action is brought against FMV and/or other authorities under the Swedish Ministry of Defence and for such purpose, as well as otherwise, assist FMV and/or above mentioned authorities to the best of its ability in the case of alleged infringement of any intellectual property rights.

To enable FMV a possibility to protect defence materiel inventions as well as safeguard the rights of the Swedish Government in accordance with the official act on defence materiel inventions (*Lagen om försvarsuppfinningar 1971:1078*) the Contractor undertakes

- to notify FMV of application for a patent regarding invention made by the Contractor in connection with this Agreement by sending FMV a copy of the said application at the same time as the application is sent to the patent authority,
- not to, without FMV's written consent, apply for a patent abroad/in another country regarding invention made by the Contractor in connection with this Agreement and which can be considered constituting a defence materiel invention, which shall be kept secret,
- neither to apply with the Inspection Board for defence materiel inventions if the Government takes over the right to an invention which has been declared secret and which was made by the Contractor in connection with this Agreement and nor to claim specific compensation for damage caused by having to keep a defence materiel invention secret.

28.1.5 Technical assistance and support

The Contractor is, upon FMV request, against specific agreement, to a reasonable extent, under a duty to give technical assistance and support to FMV, or to other contractor with whom FMV has placed an order, when using data covered by the right of use.



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28.1.6 Information to third parties

If, in connection with procurement, FMV intends to inform a third party as to the contents of data belonging to the Contractor, FMV shall ensure that an agreement is entered into between FMV and such third party to the effect that such third party undertakes on penalty of damages not to disclose information as to the Contractor's data to anyone else, nor to use, copy or reproduce the data other than for internal use in connection with the submission of a tender to FMV or in order to carry out work on behalf of FMV.

28.1.7 The Contractor's data

If the Contractor's delivery to FMV includes data which is not covered by FMV's right of use pursuant to the above, FMV may not without the Contractor's written consent disclose such data to anyone other than authorities under the Swedish Ministry of Defence unless otherwise follows from statutory or other legal provisions.

29 LIABILITY

29.1 Liability

Unless otherwise provided by other paragraphs in this clause "*LIABILITY*" each party shall be liable for loss or damage to its property, injury to any of its employees or other person for whom the party is responsible. However, if one of the parties is able to show that the loss, damage or injury was caused by negligence on the part of the other party, its employees or other person for whom the other party is responsible, said other party shall be liable for such loss, damage or injury.

The Contractor shall be liable for loss or damage to property or personal injury caused by materiel/services delivered pursuant to this Agreement or by the Contractor's property. However, if the Contractor is able to show that the loss, damage or injury was caused by negligence on the part of FMV, FMV employees or other person for whom FMV is responsible, FMV shall be liable for such loss, damage or injury.

Liability for FMV materiel in the possession of the Contractor shall be governed by the provisions of what has been stipulated in respect thereof.

A party liable pursuant to this clause and pursuant to the clause to which the preceding paragraph refers shall hold the other party harmless in respect of all kinds of costs and damages which the latter party may incur as consequence of a pecuniary claim or legal proceedings. The party liable or other person representing such party shall be entitled and obliged in accordance with applicable law to participate in legal proceedings and settlement negotiations regarding such pecuniary claim.

If claim for damages pursuant to this clause is made by a third party against either of the parties, said party shall immediately so notify the other party in writing.

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30 TERMINATION FOR CONVENIENCE

FMV is entitled to terminate all or part of this Agreement without giving any reason therefore. If such termination does not constitute exercise by FMV of its right of cancellation for default pursuant to this Agreement, the Contractor shall be entitled to receive reasonable compensation for costs which it has incurred up until the time of termination plus reasonable profit thereon, as well as reasonable compensation for costs for the resources directly used for winding-up purposes. However, the total compensation may not exceed the sum payable under the Agreement minus what has already been paid. Work carried out by the Contractor up until the time of cancellation plus tools produced, semi-finished products and material/materiel shall be conveyed to FMV at no extra cost if FMV so requests.

Winding-up shall take place without delay and the Contractor shall take all necessary measures to minimise all costs.

The Contractor is not entitled to receive compensation for that which may be of use in the Contractor's other operations or for which the Contractor receives compensation in another manner.

FMV shall be entitled with the assistance of an authorised public accountant and/or other expert to examine necessary data in order to assess the Contractor's claim for compensation.

31 PRECEDENCE**31.1 Precedence between contractual documents**

In the event of contradictory wording, the commercial part of the Agreement, appendices, sub-appendices and other references forming part of the Agreement and which have expressly been incorporated in the Agreement shall apply in the aforesaid order.

Should information in appendices be contradictory, the appendices shall apply in the order in which they are numbered.

32 ARBITRATION AND APPLICABLE LAW**32.1 Arbitration**

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The Contractor may not break off or postpone the execution of the performance of its obligations pursuant to this Agreement on the grounds that arbitration proceedings have been applied for or are in progress.



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32.2 Applicable law

This Agreement shall be governed by Swedish law.

33 AMENDMENTS AND ADDITIONS; SUBSTITUTION OF A PARTY

33.1 Amendments and additions

If FMV or the Contractor finds it necessary to make amendments or additions to the Agreement or to an appendix forming part of the Agreement or other reference, the Contractor shall provide FMV with a written account on the consequences thereof.

Regardless of whether such amendment or addition is initiated by FMV or the Contractor and regardless of whether it affects performance/function/price/time of delivery or other agreed terms, the amendment or addition shall be preceded by a written offer from the Contractor and a written agreement from FMV before it can be carried out.

The Contractor shall use its endeavours to ensure that the impact on costs and time schedules is as favourable as possible for FMV.

The Contractor shall give FMV reasonable time for consideration and inform FMV of the deadline for making a decision if such deadline is critical in respect of delivery pursuant to the Agreement.

The Contractor shall offer prices in respect of amendments and additions in the same price form and at the same price level as the main agreement so that the new price agreement can be drafted as an addition to or deduction from the agreed price.

34 MISCELLANEOUS

34.1 General Terms and Conditions

In other respects General Terms and Conditions of Delivery --- The Swedish Defence Materiel Administration [*Försvarets Materielverk*], GOODS 05:1 shall apply.

35 OPTION

35.1 Validity period and scope

Option Core Link 16 Stand Alone System: FMV shall be entitled, but not obliged, to order the goods/services below and 1-10 times per item but not later than 2008-12-31. This under the terms pursuant to this Agreement, subject to the amendments/additions below.

Item	Part No., Description	Quantity	Unit	Curr.	Unit price
6	Core Link 16 Stand Alone	1	ea	SEK	


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System

Option Workstation 15 inch display: FMV shall be entitled, but not obliged, to order the goods/services below and 1-64 times per item but not later than 2008-12-31. This under the terms pursuant to this Agreement, subject to the amendments/additions below.

Item	Part No., Description	Quantity	Unit	Curr.	Unit price
7	Workstation 15 inch display	1	ea	SEK	

Option Workstation 19-21 inch display: FMV shall be entitled but not obliged to order the goods/services below and 1-64 times per item but not later than 2008-12-31. This under the terms pursuant to this Agreement, subject to the amendments/additions below.

Item	Part No., Description	Quantity	Unit	Curr.	Unit price
8	Workstation 19-21 inch display	1	ea	SEK	

Option Workstation keyboard and pointing device: FMV shall be entitled, but not obliged, to order the goods/services below and 1-64 times per item but not later than 2008-12-31. This under the terms pursuant to this Agreement, subject to the amendments/additions below.

Item	Part No., Description	Quantity	Unit	Curr.	Unit price
9	Workstation keyboard and pointing device	1	ea	SEK	

Option Head Set Interconnection Devices: FMV shall be entitled, but not obliged, to order the goods/services below and 1-64 times per item but not later than 2008-12-31. This under the terms pursuant to this Agreement, subject to the amendments/additions below.

Item	Part No., Description	Quantity	Unit	Curr.	Unit price
10	Head Set Interconnection Devices	1	ea	SEK	

Option Operator's Course: FMV shall be entitled, but not obliged, to order the goods/services below and 1-2 times per item but not later than 2008-12-31. This under the terms pursuant to this Agreement, subject to the amendments/additions below.

Item	Part No., Description	Quantity	Unit	Curr.	Unit price
11	Operator's Course	1	ea	SEK	

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Option Technical assistance: Technical assistance shall cover installation assistance, commissioning work and interim technical support. FMV shall be entitled, but not obliged, to order the services below on hourly basis as cost contracts 1-35 times per item but not later than 2008-12-31. This under the terms pursuant to this Agreement, subject to the amendments/additions below.

Item	Part No., Description	Quantity	Unit	Curr.	Unit price
12	Technical assistance	1	hour	SEK	

Option Life Support Cost (LSC): FMV shall be entitled, but not obliged, to order the services below 1 time per item but not later than 2008-12-31. This under the terms pursuant to this Agreement, subject to the amendments/additions below.

Item	Part No., Description	Quantity	Unit	Curr.	Unit price
13	Life Support Cost (LSC)	1	ea	SEK	

Option Basic Maintenance Documentation, BMD. FMV shall be entitled, but not obliged, to order the goods/services below 1-2 times per item but not later than 2008-12-31. This under the terms pursuant to this Agreement, subject to the amendments/additions below.

Item	Part No., Description	Quantity	Unit	Curr.	Unit price
14	Basic Maintenance Documentation, MBD	1	ea	SEK	

Option Basic Maintenance Training, BMT. FMV shall be entitled, but not obliged, to order the goods/services below 1-2 times per item but not later than 2008-12-31. This under the terms pursuant to this Agreement, subject to the amendments/additions below.

Item	Part No., Description	Quantity	Unit	Curr.	Unit price
15	Basic Maintenance Training, BMT	1	ea	SEK	

35.2 Other specific option terms

35.2.1 Price limit on a cost contract basis

Option item 12:

The Contractor's undertakings pursuant to the above shall be carried out on a cost contract basis in accordance with the charging principles below and shall be completed within a price limit of _____, including travel expenses and per diem allowance and all other costs associated with the commission.

Travel expenses and per diem allowance in respect of travel approved by FMV shall be limited to the amounts provided in the Swedish Tax Agency's [*Skatteverket*] rules and



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standards unless otherwise mutually agreed in writing between the parties. The costs shall be verified.

Hourly rates shall be charged as follows:

Personnel	Category/Work tasks	Extent of work in hours	Currency	Hourly rates
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The Contractor shall not replace the personnel specified above without FMV's consent in writing.

The price limit shall not be exceeded.

36 LIST OF APPENDICES

This enquiry includes the following documents:

- Technical Specification for the Link 16 Stand Alone System, VO Led 33 400:2605/2006, Appendix 1
- Statement of Work for the Link 16 Stand Alone System, VO Led 33 400:2606/2006, Appendix 2
- Delivery and Event Schedule for the Link 16 Stand Alone System, VO Led 33 400:2607/2006, Appendix 3
- Maintenance Specification for the Link 16 Stand Alone System, VO Led 33 400:9849/2006, Appendix 4
- Information to be stated for the Link 16 Stand Alone System, VO Led 33 400:2608/05, Appendix 5
- Tender evaluation model for the Link 16 Stand Alone System, VO Led 33 400:2609/2005, Appendix 6
- Guarantee FMV supply of materiel, Appendix 7
- General Terms and Conditions of Delivery ---
The Swedish Defence Materiel Administration *Försvarets Materielverk*], GOODS 05:1, Appendix 8