



Danish Defence Acquisition and Logistics  
Organization



# CONTRACT

Concerning the acquisition of  
Rugged Mobile Data Extractor

CONTRACT NO. 460000xxxx

**Kommentar [M-JA141]:** TBD after  
tender procedure has been carried out

Between

DANISH DEFENCE ACQUISITION AND LOGISTICS ORGANIZATION  
Lautrupbjerg 1-5  
DK-2750 Ballerup  
Denmark  
V.A.T. No. DK 16 82 78 00

hereinafter referred to as the DALO, and

[Company name]  
[Legal identification code]  
[Address]  
[Zip code and city]  
[Country]

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hereinafter referred to as the CONTRACTOR,

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### **Preamble**

The DALO wishes to acquire Rugged Mobile Data Extractor for the Danish Army. The purpose of this acquisition is to support the special troops in extraction data from mobile phones, GPS, PDA, etc. and to ease the intelligence job and collect proof material in the field.

The goal of this acquisition is to acquire off-the-shelf, ruggedized devices. The device will have to withstand rough handling and moderate conditions of dust, dirt, heat, vibration and humidity.

### **Clause 1. Quantity**

The CONTRACTOR agrees to sell and deliver and the DALO agrees to buy and take delivery of the following:

- 5 pieces of Rugged Mobile Data Extractor.
- 1 option of delivery of 1 piece of Rugged Mobile Data Extractor as described in Clause 23.
- 1 option of renewing the support described in Clause 12 with another 24 months as described in Clause 23.

### **Clause 2. Quality**

The quality of the products delivered shall be well described and documented in the form of e.g. drawings, specifications, standards, etc. The CONTRACTOR guarantees that the technical requirements for materials, form, function, methods, etc. are fulfilled by the CONTRACTOR as well as by any subcontractors. In areas where no specific requirements are made, the CONTRACTOR guarantees that the products are in compliance with generally accepted industrial and workmanship standards.

The DALO shall from time to time be entitled to inspect and/or be present during the production of the purchased products without thereby forfeiting its right of objection at a later point in time. Furthermore, the DALO may supervise the production at the CONTRACTOR's subcontractors' premises. The DALO shall be entitled to make investigations with the purpose of ensuring that the delivery is completed on time and as contracted for. The DALO shall have the right to mark products as its property or otherwise take measures aimed at securing the DALO's proprietary right.

### **Clause 3. Contract Price**

The CONTRACTOR undertakes to fulfill all obligations under this Contract as further specified herein to the fixed amount of

**EUR xxxxxxxxxxxxxx,-**

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thereby constituting the Contract Price, which cannot be exceeded in any way.

It is expressly agreed and understood that the Contract Price covers all the CONTRACTOR's obligations in connection with this Contract.

**Clause 4. Delivery time**

Delivery shall take place not later than the 17th of December 2012.

**Clause 5. Terms of delivery**

The delivery of the products shall be subject to the delivery term DDP (Delivery Duty Paid) in accordance with the latest edition of Incoterms (ICC Official Rules for the Interpretation of Trade Terms). The delivery address is:

Forsvarets Forsyning, Depot og Distribution  
Lilholtvej 2  
Skrydstrup  
6500 Vojens  
Denmark

All deliveries shall be accompanied by the requisite certificates, documentation, assembly, operating, safety and maintenance instructions and any other information ensuring that the DALO will be able to use and repair all parts of the delivery.

The CONTRACTOR shall package the purchased products and shall be responsible for ensuring that such packaging is adequate and appropriate.

The CONTRACTOR guarantees that original or corresponding spare parts can be delivered for minimum 10 years from the date of delivery.

Delivery is deemed to have taken place when the DALO has received the entire delivery, inspected it and found the purchased products to be as contracted for. Payment for the delivery shall not be regarded as an approval of the purchased products.

**Clause 6. Delivery note**

All deliveries shall be accompanied by a delivery note. To ensure correct receipt of the delivery and timely payment, the following information shall as a minimum be stated in the delivery note:

- number of the purchase order,
- position number of the delivered products on the purchase order,
- material numbers of the delivered products,
- quantity per position number.

**Clause 7. Delay in delivery**

In case of delays in delivery, regardless of the reason for the delay and as soon as the CONTRACTOR foresees the delay, the CONTRACTOR shall immediately notify the DALO in writing, stating the reason for the delay as well as a new delivery time. In case of a delay, the DALO reserves the right to cancel the contract by written notice. When a delivery is delayed, the DALO reserves the right to adjust the price according to the exchange rate ruling on the actual date of payment or the exchange rate ruling on the originally agreed date of delivery, whichever is the lower, plus any agreed credit.

Moreover, no delay not caused by faults on the part of the DALO or a force majeure event approved in writing by the DALO shall involve expenses in Danish kroner payable by the

DALO exceeding the expenses payable if delivery had taken place on the agreed date of delivery.

In case of delays, including insufficient delivery, the DALO shall be entitled to cancel the contract wholly or partly. Regardless of whether the DALO chooses to cancel contract or not, the DALO may claim damages for any losses incurred as a consequence of the delay.

### Clause 8. Invoice

Domestic CONTRACTORS are obligated to forward invoices in accordance with the Danish Act No. 1203 dated 27 December 2003 concerning electronic invoicing in connection with public payments to

Forsvarets Regnskabstjeneste (Danish Defence Accounting Agency)  
Arsenalvej 55  
9800 Hjørring  
Denmark

under the use of [FRT@mil.dk](mailto:FRT@mil.dk)

with reference to Contract No. (46)0000[...x...], including order number (48/53-xxxx[...x...]), EAN-location-number, and reference (name and rank) to the contact person at DALO assigned to this Contract. If there is a purchase order number assigned to the Contract, this shall also be stated in the electronic invoice. Further information can be found at <http://forsvaret.dk/FRT/ELEKTRONISK%20FAKTURERING/Pages/default.aspx>.

**Kommentar [M-JA144]:** TBD after tender procedure has been carried out

**Kommentar [M-JA145]:** TBD after tender procedure has been carried out

Foreign CONTRACTORS are obligated to forward invoices in pdf-format and an enclosing email referencing the Contract number (46)0000[...x...] and - if possible - the purchase order number (48/53-xxxx[...x...]) in the subject line. Forwarding shall take place to the emailaddress stated above.

**Kommentar [M-JA146]:** TBD after tender procedure has been carried out

**Kommentar [M-JA147]:** TBD after tender procedure has been carried out

If an electronic invoice turns out not to comply with the requirements above the invoice will be rejected and returned as incorrect and no payment will take place. Likewise, no interest will be paid for the period until correct electronic invoice is forwarded.

Payment from DALO in accordance with the stipulations of the Contract does not in any way constitute approval by DALO of the equipment or of timely receipt of the Deliverables etc.

### Clause 9. Terms of payment

Invoices will be paid invoice month + 30 days after receipt and approval. Any cash discounts will be calculated from the invoice approval date.

### Clause 10. Warranty

The CONTRACTOR grants a 24-month warranty on the purchased products, counting from the date of the DALO's acceptance of the product. The CONTRACTOR shall be responsible for ensuring that the purchased products are in compliance with all environmental requirements as well as all regulatory and safety rules, that the products are as contracted for and that their performance/functions and applicability are in accordance with the terms of this contract and its appendices.

**Clause 11. Technical hotline and service-personnel**

The CONTRACTOR is obligated to make available to DALO a technical "hotline", enabling DALO to call the CONTRACTOR making it possible for DALO by its own resources to solve any problems with the products or alternatively request the services of the CONTRACTOR in relation to the products.

The hotline shall consist of a telephone- and e-mail operated system, accessible in the daily opening hours of the CONTRACTOR and manned by personnel of the CONTRACTOR with the necessary skills and knowledge of the products in order to facilitate the giving of advice and the ability to receive submissions of complaints and understand the nature of the problem in question under the Warranty, cf. Clause 10.

All answers shall be given orally or by e-mail, and if given orally –upon request by DALO - confirmed in writing, in both instances in the English language.

The hotline shall be available for access in 2 years after Delivery Date.

The CONTRACTORs maximum response time for answers to questions asked during hotline-calls is 24 hours after the call has been made by DALO, or - if an answer cannot be given within this time frame, an estimated response time shall be communicated within the same 24 hours.

**Clause 12. Support**

During the warranty period, the CONTRACTOR shall provide necessary software updates and new cables to secure that the Rugged Mobile Data Extractors can support new mobile devices available on market during this period.

DALO has been granted 1 option of renewing the support period described in this Clause 12 with another 24 months as described in Clause 23.

**Clause 13. Defects**

If the DALO finds any defects or faults in the delivery, the CONTRACTOR shall be notified. The DALO may then, at its own discretion, cancel the contract, return the products at the CONTRACTOR's expense, request remedial action or a replacement delivery and/or claim compensation. If the contract is not cancelled, the DALO has the right to request that the CONTRACTOR provide a replacement delivery that is free from defects or grant a price reduction corresponding to the defect or fault, either quantitatively or qualitatively, and to claim compensation. If the DALO chooses remedial action or a replacement delivery and if such action or delivery is not taken or provided without undue delay when the DALO has made such request to the CONTRACTOR, to the DALO's complete satisfaction, the DALO shall be entitled to have the defects and faults found remedied at the CONTRACTOR's expense and risk. If the DALO chooses remedial action or a replacement delivery, delivery shall not be deemed to have taken place until the defects have been remedied. Payment for the products is not a waiver on the part of the DALO of its right to make claims against the CONTRACTOR due to defects or faults. A new warranty period will run from the completion of the remedial action or receipt of the replacement delivery.

**Clause 14. Other non-performance**

The contract may be cancelled by the DALO if the CONTRACTOR is in material breach of its obligations under the agreement. Material breach includes the following situations:

- The CONTRACTOR's lack of title to the products delivered
- The CONTRACTOR's anticipated non-performance, including bankruptcy, compulsory composition, suspension of payments, etc.

In case of cancellation the DALO may also claim compensation for any losses related to the non-performance. The above list of remedies for breach of agreement is not exhaustive.

**Clause 15. Replacement purchase**

If the contract is cancelled by the CONTRACTOR, the DALO shall be entitled to make a replacement purchase at the CONTRACTOR's expense.

**Clause 16. Assignment**

Deliveries or outstanding amounts owed under this contract cannot in any way whatsoever be assigned, sold or pledged by the CONTRACTOR without the DALO's prior written permission.

**Clause 17. Patent rights**

The CONTRACTOR shall indemnify the DALO for any claims from third parties in relation to an alleged infringement of patent rights, licenses, trademarks, copyrights, know-how, etc. If the DALO suffers a loss because of such infringed rights, the CONTRACTOR shall be under an obligation to indemnify the DALO for any such losses.

**Clause 18. Product liability**

The CONTRACTOR warrants for a period of indefinite duration that the products delivered have no defects that may give rise to product liability claims.

If a third party files a claim for damages against either of the parties, such party shall without delay notify the other party hereof. If the DALO, under Danish or foreign law, is found liable for damage caused by the CONTRACTOR's delivery, the CONTRACTOR shall indemnify the DALO for any product liability incurred, including consequential damage and losses wholly or partly attributable to such defects. Furthermore, the CONTRACTOR undertakes to indemnify the DALO for any claim for damages and legal costs arising as a consequence of product liability and in case the products delivered are not in compliance with requirements made by public authorities. The CONTRACTOR shall accept to be sued before the court hearing the claim for damages, etc. against the DALO as a consequence of product liability.

**Clause 19. Child labour**

The CONTRACTOR and its subcontractors shall not use child labour and shall comply with the ILO Conventions C 138 and 182. Violation of the said Conventions shall be deemed to be material breach of the agreement.

**Clause 20. The DALO's logo**

The DALO's logo, name, etc. or business relation shall not be used for advertising or reference purposes without the DALO's written consent.

**Clause 21. Amendments to the contract**

Additions or amendments to this contract shall be invalid unless agreed by the parties in writing.

Such additions or amendments shall be numbered consecutively and shall be issued in 2 original copies, one of which shall be left with the CONTRACTOR and one with DALO.

**Clause 22. Choice of law, venue and settlement of disputes**

Any dispute arising out of or in connection with this Contract shall be construed in accordance with Danish Law, substantive as well as procedural, however excluding rules on the choice-of-law and the United Nations Convention on the International Sales of Goods (CISG).

**Clause 23. Options****Clause 23.1. Option No. 1**

As mentioned in Clause 1 the CONTRACTOR agrees to sell and the DALO agrees to take delivery of 1 option of 1 piece of Rugged Mobile Data Extractor.

The DALO will be able to exercise this option to the price of XXX EUR.

**Kommentar [M-JA148]:** TBD after tender procedure has been carried out

The DALO has the right to exercise the option in a period of 2 years counted from the date of both parties signing of the contract.

All Clauses in this contract shall also apply for the DALO exercising the option.

Delivery time for option No. 1 shall be no later than 8 weeks from date of order.

**Clause 23.2. Option No. 2**

As mentioned in Clause 1 the CONTRACTOR agrees to sell and the DALO agrees to take delivery of 1 option of renewing the support described in this Clause 12 with another 24 months.

The DALO will be able to exercise this option to the price of XXX EUR.

**Kommentar [M-JA149]:** TBD after tender procedure has been carried out

The DALO has the right to exercise the option in a period of 2 years counted from the date of delivery.

All Clauses in this contract shall also apply for the DALO exercising the option.

**Clause 24. Contacts and Notices**

Unless otherwise stated in this Contract, any notice to be served to the Parties shall be sent to the following:

If to the CONTRACTOR:



Company name  
[Legal identification code]  
[Address]  
[Zip code and city]  
[Country]

**Kommentar [M-JA1410]:** TBD after tender procedure has been carried out

If to the DALO:  
Danish Defence Acquisition and Logistics Organization  
Lautrupbjerg 1-5  
2750 Ballerup  
Denmark  
Attention: Hachem El-Hayek  
[hachem.el-hayek@mil.dk](mailto:hachem.el-hayek@mil.dk)

Unless otherwise stated in this Contract any notice to the served pursuant to this Contract shall be sent by mail or by e-mail.

**Clause 25. Date and Signatures**

This Contract is signed in two identical copies with the same validity, and where each of the Parties hold one copy.

For Danish Defense Acquisition and  
Logistics Organization

For CONTRACTOR

Date:

Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title and name

\_\_\_\_\_  
Title and name  
*(Power of Attorney has been shown, confirming that the competence to sign this Contract lies with the abovementioned.)*

Witness to signature

Date:

Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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Title and name

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Title and name

**Appendices:**

Appendix A: Technical Requirement Specification and Compliance List

Appendix B: The CONTRACTOR's Technical Proposal

**Appendix A**  
**Technical Requirements Specification and Compliance List**

**Kommentar [M-JA1411]:** Tender documents are to be inserted by DALO after contract award

**Appendix B**  
**The CONTRACTOR's Technical Proposal**

**Kommentar [M-JA1412]:** CONTRACTOR's proposal is to be inserted by DALO after contract award