

**LOGISTIC SUPPORT CHIEFTAINSHIP
FINANCIAL SECTION**

ADMINISTRATIVE CONTRACT FOR SUPPLIES

**File 542/07
Contracting File 3/50/40/7/652**

In Madrid, on the of of

As one of the parties: **Mr. José Ramón Portilla Díaz**, acting as **CHIEF OF UGECEDAT ACCTAL**, for the Directorship of Supplies and Transportation, proceeding on behalf and in representation of the Ministry of Defense, by virtue of the vested authority conferred upon him by ORDER DEF. 941/2002 of April 19, in its First Article, Paragraph 2.3.2 (B.O.E. Number 103)

Both parties mutually acknowledge their respective competence and ability to execute the present Contract, and hereby state:

ADMINISTRATIVE BACKGROUND

- FIRST:** The Order to Proceed dated **06-05-2007** which initiated this file was issued by **THE SECRETARY OF STATE OF DEFENSE**, with a budget of **1,764,108.53** euros.
- SECOND:** The supervision of the expenses related to this contracting operation was undertaken by the **INTERVENTION OF THE J.A.L.** as of the date **06-20-2007**, and a favorable report was issued.
- THIRD:** The Order of Approval for the expenses was issued by the Contracting Organization as of the date **06-22-2007**, in the amount of **1,764,108.53** euros.
- FOURTH:** The appropriation of the Contract and the authorization for execution of same were authorized by agreement of the Contracting Organization as of the date **08-03-2007**, for the amount of **1,764,108.53** euros, having already passed the supervision of the expense commitment through the **INTERVENTION OF THE J.A.L.** as of the date **08-02-2007**, having been issued a favorable report.
- FIFTH:** Issuance of Notice to Contractor was executed as of the date **08-07-2007**.

CONTRACT PROVISIONS

- FIRST:** The present Contract for supplies is covering the **ACQUISITION OF FOUR TACAN SYSTEMS TO BE INSTALLED IN MARITIME OPERATION OCEANIC VESSELS**.

[Faint, illegible text or stamp]

SECOND: The Contractor hereby commits to fulfill the objective of the present contract within the Terms and Conditions as set forth in the Specification of Individual Administrative Provisions and in the Specification of Individual Technical Provisions, which are included in the file and were governing the contracting process originating the appropriation as agreed upon, and hereby states to have knowledge and understanding of both Specifications, which are considered to all purposes as part of the present Contract.

THIRD: The ascertained price that the Ministry of Defense hereby commits to pay the Contractor is **1,764,108.53** euros, and such payment shall be effected as set forth in the Specification of Individual Administrative Provisions, once the Ministry of Defense has received the items as detailed in the Contract agreed upon.

Year	Annual Payment Amount (Euros)
2007	600,000.00
2008	600,000.00
2009	450,000.00
2010	114,108.53
Total Amount	1,764,108.53

FOURTH: The final manufacturing deadline shall be **DOES NOT APPLY**. The delivery date of the assets shall be on: **SEE SPECIFICATIONS OF INDIVIDUAL ADMINISTRATIVE PROVISIONS** as governed by the following delivery date: **BEFORE MARCH 1, 2010**.

FIFTH: The Contractor shall be entitled to receive payment for the supplies effectively delivered to the Ministry of Defense pursuant to the provisions as set forth in the Specification of Individual Administrative Provisions.

The Administration shall have the obligation to pay the contracted price within sixty days subsequent to the signature and issuance of the work certifications or corresponding documents ascertaining the complete or partial fulfillment of the contract, without prejudice of the special allowance as defined in the Paragraph 4 of Article 110 and, in case of delay, the Administration shall pay the Contractor after the end of above mentioned sixty-day period, the interests accrued due to delays and the indemnification for collection costs as per the terms set forth by Law applicable to the penalizations imposed for delinquency in commercial operations.

The certifications or documents issued as proof of receipt of the object of the present Contract as agreed by the Administration shall be grounds of justification in order for the Contractor to be able to receive payment upon above specified terms.

SIXTH: The Warranty period shall be counted as beginning the day after the effective reception of assets, and shall be of **TWO YEARS COUNTED FROM THE DELIVERY DATE OF EACH SYSTEM, AND IN NO INSTANCE SHALL BE LESS THAN ONE YEAR COUNTED FROM THE OVERCOMING CO.**

SEVENTH: In order to support the fulfillment of the present Contract, a definitive Warranty has been set up to the benefit of the Administration in the amount of **0.00** euros, in the General Deposits Institution, as of the date and number shown in the file.

EIGHTH: According to the provisions set forth in the Specification of Individual Administrative Provisions, **THERE ARE NO** administrative penalizations applicable due to delays of special application.

NINTH: The formulae or rates for revision of applicable prices in the present contract are as set forth in the Specification of Individual Administrative Provisions **DOES NOT APPLY**.

[Faint, illegible text or stamp]

And, to affirm the bona fide fulfillment of each and every part of same, the Representative of the State and the Contractor affix their hand in **Four (4)** copies, in the hereinabove mentioned place and date.

The Contractor