

CUSTOMER CONTRACT REQUIREMENTS
P8I Repair
CUSTOMER CONTRACT AR/P8I/6812/2017

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

A. Penalty for Use of Undue Influence

Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle Buyer to cancel the Contract and all or any other Contracts with Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of Seller towards any officer/employee of Buyer or to any other person in a position to influence any officer/employee of Buyer for showing any favour in relation to this or any other Contract, shall render Seller to such liability/ penalty as Buyer may deem proper, including but not limited to termination of the Contract, imposition of penal damages, forfeiture of any Guarantees (if applicable) and refund of the amounts paid by Buyer.

B. Agents/Agency Commission

Seller confirms and declares to Buyer that Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Contract to Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. Seller agrees that if it is established at any time to the satisfaction of Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by Buyer that Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, Seller will be liable to refund that amount to the Buyer. Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to Seller who shall in such an event be liable to refund all payments made by Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. Buyer will also have the right to recover any such amount from any Contracts concluded earlier with the Government of India.

C. Access to Books of Accounts

In case it is found to the satisfaction of Buyer that Seller has engaged an Agent or paid commission or

influenced any person to obtain the Contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, Seller, on a specific request of Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

D. Non-disclosure of Contract Documents

Except with the written consent of Buyer, Seller shall not disclose this Contract or any provision, specification, plan, design, pattern, sample, or information thereof to any third party.

E. Diminishing Manufacturer Source

In the event the original parts are not available, Seller will notify Buyer and work with Buyer to propose a solution. When the cost of additional repair due to DMS condition exceeds sixty-five (65%) BER/BPR threshold, Seller will notify Buyer and await Buyer decision. Seller will work with Buyer to eliminate or minimize any potential cost, schedule, and/or impact to availability of parts. Any changes to the Contract will be handled in accordance with the Changes clause of the Contract.

F. Customer Contract Requirements (Direct Commercial Sales)

In addition to the requirements set forth in the Boeing General Provisions and other terms and conditions in or attached to this Contract, the Goods to be delivered under this Contract may be common to items delivered to a U.S. Government customer. Accordingly, the following terms supporting technical conformance of the Goods apply to this Contract to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

52.211-5 Material Requirements (AUG 2000)

Any notice will be given to Buyer rather than the Contracting Officer.

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013). "Contracting Officer" shall mean Buyer.

252.225-7001 Buy American and Balance of Payments Program (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (d) (1) (i), "Contracting Officer" means Buyer. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows:

(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

252.225-7012 Preference for Certain Domestic Commodities (DEC 2017).

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

252.246-7008 Sources of Electronic Parts (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term “Contractor” means Seller and the term “subcontractor” means Seller’s lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term “Contracting Officer” means “Buyer’s Authorized Procurement Representative.” Seller’s notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller’s lower-tier supplier providing such electronic parts, Seller’s rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).