



## Acquisition Directorate

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NCIA/ACQ/2021/06456  
12 January 2021

**To:** All Nominated Prospective Bidders

**Subject:** Amendment No. 1 to Request for Quotation RFQ-CO-115259-DCEP  
REFRESH and SUSTAIN DCIS EQUIPMENT POOL  
Project Serial: 2017/0CM03143

**Reference:** A. AC/4(PP)D/28023-ADD1  
B. NCIA/ACQ/2020/12883 RFQ-CO-115259-DCEP dated 18 December 2020

Dear Sir/Madam,

1. At Reference B your firm was invited, in conformance with the terms of your active Basic Ordering Agreement (BOA) with the NCI Agency to participate in a BOA competition for the for the provision of Deployable Communications and Information Systems Equipment Pool (DCEP) end-user equipment at Brunssum, Netherlands.
2. The purpose of this Amendment 1 is to:
  - a) Publish Purchaser's answers to the Clarification Requests (CRs) received for the subject RFQ. The Purchaser is providing their response to the CRs at Annex A attached to this letter. Please be informed that not all questions could be addressed in Amendment No. 1 and outstanding responses will be provided in the next amendment.
  - b) Extend the bid closing date;
  - c) Issue revised RFQ documents (Book II) as follows:
    - RFQ-CO-115259-DCEP-AMD1-Book II-Part II-Contract Special Provisions\_V01
    - RFQ-CO-115259-DCEP-AMD1-Book II-Part IV SOW\_V1.1
    - RFQ-CO-115259-DCEP-AMD1-Book I-Bidding Sheets
3. Some answers to Bidders questions have necessitated changes to the RFQ bidding documents. Revised bidding documents as indicated in Paragraph 2 above are attached to this RFQ Amendment 1 and replace the original versions in their entirety. Potential Bidders are strongly advised to carefully review revised bidding documents.
4. To allow sufficient time to address the changes made as part of this amendment, the closing time for the submission of quotations in response to this RFQ is hereby extended to **14:00 HOURS (BRUSSELS TIME) ON MONDAY, 1 FEBRUARY 2021.**



NATO Communications  
and Information Agency  
Agence OTAN d'information  
et de communication

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5. This Amendment makes the following revisions:

**RFQ-CO-115259-DCEP-AMD1-Book II - Part II-Contract Special Provisions V01**

- Book II, part II, section 27.6: Replacing the reference to the warranty period from 16.2 to 15.2.
- Adding ANNEX A: PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT

**RFQ-CO-115259-DCEP-AMD1-Book II-Part IV-SOW V1.1**

- Section 3.6 (CONTRACTOR TASKS) – Removal of section 3.4 until and including 3.16 since it was duplicated with Section 6 (INTEGRATED LOGISTIC SUPPORT (ILS)). Section 3.4 was replaced and sections 3.18, 3.19 and 3.20 remain as Section 3.5, 3.6, 3.7 and 3.8;
- Section 3.1.1 line 2 – replacing “*TEMPEST LEVEL C*” by “*stated in 2.1 (a) and (b)*”.

**RFQ-CO-115259-DCEP-AMD1-Book I-Bidding Sheets**

- CLIN Summary, CLIN 2.9.1 – replacing the SOW Reference (Column D) “Annex-A A.3.8” with “Annex-A 2.6”.

6. With the exception of the revisions mentioned above, all other RFQ documents remain unchanged from their original version as issued on 18 December 2020.

7. Prospective Bidders are advised that the NATO NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.

8. The reference for the RFQ is: **RFQ-CO-115259-DCEP** and all correspondence concerning this RFQ should reference this number.

9. The Purchaser point of contact for all information concerning this Request for Quotation is: NATO Communications and Information Agency

Acquisition Directorate

NATO Headquarters, Boulevard Leopold III

1110 Brussels, Belgium

Attn: Ole Hubner, Senior Contracting Officer

Cc: Tiziana Pezzi, Principal Contracting Officer

Email: [RFQCO115259DCEP@ncia.nato.int](mailto:RFQCO115259DCEP@ncia.nato.int)

FOR THE DIRECTOR OF ACQUISITION:

Tiziana  
Pezzi

Tiziana Pezzi  
Principal Contracting Officer

Digitally signed by  
Tiziana Pezzi  
Date: 2021.01.12  
08:27:39 +01'00'

**Enclosures:**

- 1) Annex A - Purchaser's answers to the Clarification Requests
- 2) Revised Bidding Documents:
  - a. RFQ-CO-115259-DCEP-AMD1-Book II-Part II-Contract Special Provisions\_V01
  - b. RFQ-CO-115259-DCEP-AMD1-Book II-Part IV SOW\_V1.1
  - c. RFQ-CO-115259-DCEP-AMD1-Book I-Bidding Sheets

**DISTRIBUTION LIST FOR Amendment No.1 to REQUEST FOR QUOTATION  
RFQ-CO-115259-DCEP**

**Offerors** (sent separately in electronic version)

**NATO Delegations** (Attn: Investment Adviser):

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**NATO International Staff**

NATO Office of Resources  
Management and Implementation Branch  
Attn: Deputy Branch Chief

Director, NATO HQ C3 Staff  
Attn: Executive Co-ordinator

SACTREPEUR  
Attn: Infrastructure Assistant

**Strategic Commands** *(as applicable to funding source)*

SACT            Attn: ACOS C4ISR

ACO            Attn: SPT CIS Director

**NATEXs**

All NATEXs

**NCI Agency (Internal distribution)**

Date: 07 January 2021

<b>ADMINISTRATIVE/ CONTRACTUAL</b>					
<b>Serial Nr</b>	<b>RFQ Book</b>	<b>RFQ Section Ref.</b>	<b>QUESTION</b>	<b>ANSWER</b>	<b>RFQ amended</b>
<b>A.1</b>	Book I Bidding Instructions	Section 2.11	<i>Can the bid guarantee referred to in 2.11 be provided to the Purchaser by a third party? The Company that we intend will provide the guarantee is major investor in the Bidder and will also act as a sub-contractor to the Bidder for this contract.</i>	No, the Main Bidder as per Certificate ANNEX C-1, Book I, have to provide the Bid Guarantee as per RFQ Book I, Section 2.11.	No amendment to RFQ required
<b>A.2</b>	Book II Part II Contract Special Provisions	Section 27	<i>Can the performance guarantee referred to in section 27 of the prospective contract be provided to the Purchaser by a third party? The Company that would provide the guarantee is major investor in the Bidder and will also act as a sub-contractor to the Bidder for this contract.</i>	No, the Main Bidder as per Certificate ANNEX C-1, Book I, have to provide the Performance Guarantee.	No amendment to RFQ required
<b>A.3</b>	Book II Part II Contract Special Provisions	Section 27	<i>Please confirm that the warranty period referred to in article 27.6 of this same agreement is 1 year, as set out in article 15.2 (the reference to 16.2 appears incorrect).</i>	Confirmed, the reference should be 15.2	The reference was corrected in AMD1 Book II Part II Contract Special Provisions
<b>A.4</b>	Book I Bidding Instructions	Section 2.11.3	<i>Please provide necessary data for international bank transfer.</i>	Account Holder NCI Agency IBAN BE98 2100 8194 0093 Swift GEBABEBB Bank Name BNP Paribas Fortis Bank address 3 rue Montagne du Parc 1000 Brussels Belgium  Please use the following reference for Bid Guarantees deposited in Cash: BID CO-115259-DCEP	No amendment to RFQ required

<b>A.5</b>	Book I Bidding Instructions	Section 2.11	<i>Securing a Standby letter of credit during the Christmas period and COVID is proving very challenging. Can the Bid Guarantee be waived on this occasion?</i>	The bid guarantee cannot be waived, but an extension of the Bid Closing Date is granted until 1 February 2021.	See new bid closing date.
<b>A.6</b>	Book II Part I Schedule of Supplies and Services	Section 1.1	<i>1.1 Scope Will the Authority accept partial Bid bids?</i>	No, as stated in RFQ Book I, Bidding Instructions, Section 3.1.7, partial bids are not permitted.	No amendment to RFQ required
<b>A.7</b>	Book II Part II Contract Special Provisions	Section 13.14	<i>Book II, Pt 2 Sect 13.14 Can 45 day payment terms be reduced 30 days or less?</i>	No, it is not possible to deviate from the 45 days payment term	No amendment to RFQ required
<b>A.8</b>	Book II Part II Contract Special Provisions	Section 27	<i>Does the Performance Guarantee cover the full value or the warranty value of the assets?</i>	The Performance Guarantee is 10% of the full value of the contract and remains in place until the last date of warranty expiration.	No amendment to RFQ required

<b>TECHNICAL</b>					
<b>Serial Nr</b>	<b>RFQ Book</b>	<b>RFQ Section Ref.</b>	<b>QUESTION</b>	<b>ANSWER</b>	<b>RFQ amended</b>
<b>T.1</b>	Book I Bidding Instructions	Section 3.4.3.1	<i>You state that datasheets must be submitted for alternative products, but you have not specified manufacturers/products at every point. Therefore, we assume that datasheets have to be submitted for all products anyway?</i>	Datasheets are required to be submitted for all products in any case	No amendment to RFQ required
<b>T.2</b>	Book II Part IV SOW	Section 3	<i>Paragraph 3.16 has only "TESTING" written in it. Can you please clarify if information is missing and if yes, please provide said missing information?</i>	Please see the updated SoW.	Please see RFQ-CO-115259-DCEP-AMD1 SOW_V1.1 Section 7
<b>T.3</b>	Book II Part IV SOW	Section 3.1.1	<i>"2 Scope" 2.1 (a) + (b) + (c) amount of laptops including Eclipt HDEE TEMPEST Level C are not equal to "3 contractor tasks" 3.1.1.. Please clarify the amount of TEMPEST Notebooks and / or Eclipt Hard Disk Drive Encryption installed with TEMPEST Level C.</i>	Please see the updated SoW.	See RFQ-CO-115259-DCEP-AMD1 SOW_V1.1 Section 3.1.1



<p><b>T.4</b></p>	<p>Book II, Part IV SOW Annex A</p> <p>Book I Bidding Sheets CLIN 2.13.2</p>	<p>2.3</p> <p>CLIN 2.13.2</p>	<p><i>Each Laptop shall be delivered with a nylon carrying bag and in Bidding Sheets all of them transport cases (3.404 pcs.) should be delivered until EDC+24 weeks. We think, this does not mean two bags per laptop?</i></p>	<p>No, only one nylon carrying bag is requested per laptop.</p>	<p>No amendment to RFQ required</p>
<p><b>T.5</b></p>	<p>Book I Bidding Sheets</p>	<p>CLIN 2.9.1</p>	<p><i>Are we right in the assumption that the correct SOW Reference here should be A2.6 instead of AA.3.8?</i></p>	<p>Confirmed, reference should be A2.6.</p>	<p>Please see RFQ-CO-115259-DCEP AMD1 Book Bidding Sheets, CLIN 2.9.1</p>
<p><b>T.6</b></p>	<p>Book II Part IV SOW Annex A SRS</p>	<p>2.3 DCEP20-109 and -144</p>	<p><i>Laptops that are not TEMPEST Level C are procured. Should the associated docking units still be TEMPEST Level C?</i></p>	<p>Yes, docking units should be offered with TEMPEST Level C</p>	<p>No amendment to RFQ required</p>
<p><b>T.7</b></p>	<p>Book II, Part IV SOW Annex A SRS</p>	<p>2.5.2 DCEP20-146 and -147</p>	<p><i>Laptops that are not TEMPEST Level C and desktops TEMPEST Level B are procured. Should all of the keyboards and mices still be TEMPEST Level C?</i></p>	<p>Yes, the keyboards and mices should be offered with TEMPEST Level C.</p>	<p>No amendment to RFQ required</p>

<p><b>T.8</b></p>	<p>Book II, Part IV SOW Annex A, SRS  Book II Part IV SOW</p>	<p>Section 2.3  Section 2.2</p>	<p><i>Point 2.3 - SRS (DCEP20-108) - Laptops shall meet or exceed the following specification: Minimum requirement is "Internal storage: HDDE ....".</i> <i>2. Scope, Point 2.2 – "The related services include the integration of Purchaser provided Hard Disk Drive Encryption (HDDE) devices into the laptops..."</i> <i>Could you please clarify, do we have to buy and include HDDE in our offer?</i></p>	<p>HDDE will be provided by the purchaser as Purchaser Furnished Equipment.</p>	<p>No amendment to RFQ required</p>
<p><b>T.9</b></p>	<p>Book II, Part IV SOW Annex A SRS</p>	<p>Section 2.7</p>	<p><i>Does SDIP-27 Level C certification is required for Video Teleconference Suite?</i></p>	<p>There is no Tempest C requirement for VTC.</p>	<p>No amendment to RFQ required</p>
<p><b>T.10</b></p>	<p>Book II, Part IV SOW  Book II, Part IV SOW Annex A SRS</p>	<p>Section 2.1  Section 1.3.1 DCEP20-77</p>	<p><i>In SOW Scope only for (a) and (d) You mention TEMPEST certification.</i> <i>On the other hand in SRS (DCEP20-77) You require all devices to be compliant with SDIP-27.</i> <i>In example in SRS (DCEP20-139) laptops shall meet SDIP-27 Level C.</i> <i>Please clarify the scope of required TEMPEST certification for this RFQ as the requirements/provisions/descriptions presented in SRS, SOW and SSS are not consistent.</i></p>	<p>Please see SOW section 5 for clarification.</p>	<p>No amendment to RFQ required</p>

<p><b>T.11</b></p>	<p>Book II, Part IV                  SOW Annex A                  SRS</p>	<p>Section 2.4                  DCEP20-141</p>	<p><i>Desktops SRS (DCEP20-141) shall meet SDIP-27 Level B requirements.                  Ancillaries (monitors, keyboards, mice) shall meet SDIP-27 Level C requirements.                  Please confirm that the difference in SDIP-27 Levels between desktop and ancillaries is intentional.</i></p>	<p>Confirmed.</p>	<p>No amendment to RFQ required</p>
<p><b>T.12</b></p>	<p>Book II, Part IV                  SOW Annex A                  SRS</p>	<p>Section 2.4</p>	<p><i>Will Purchaser provide dedicated HDDE for TEMPEST certification of the desktops or Contractor shall execute it using HDDE provided for laptops?</i></p>	<p>Purchaser will not provide any dedicated HDDE for desktops</p>	<p>No amendment to RFQ required</p>
<p><b>T.13</b></p>	<p>Book II, Part IV</p>	<p>Section 4.1</p>	<p><i>Can advanced deliveries and invoicing be accepted?</i></p>	<p>As long as deliveries remain within the weekly limits, early delivery can be accepted. The delivery quantities given per each week indicate the weekly maximum receiving capacity.</p>	<p>No amendment to RFQ required</p>



**RFQ-CO-115259-DCEP**

**Provision of Deployed CIS Equipment Pool**

**AMD 1**

**BOOK II**

**PART II**

**CONTRACT SPECIAL PROVISIONS**

CONTRACT SPECIAL PROVISIONS  
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ANNEX A: PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT .. ERROR! BOOKMARK NOT DEFINED.

**ARTICLE 1 SCOPE**

- 1.1 The purpose of this Contract is to procure Deployable Communications and Information Systems (DCIS) Equipment Pool (DCEP) end-user equipment, composed of workstations, laptops and deployable Video Teleconference (VTC). for use in the NATO Deployable CIS environment.
- 1.2 The Agreement and Acceptance of this Contract by the Parties neither implies an obligation on either part to extend the Contract beyond the specified scope or terms, nor to prohibit the Parties from mutually negotiating modifications thereto.

**ARTICLE 2 ALTERATIONS, MODIFICATIONS AND DELETIONS OF THE BOA GENERAL AND SPECIAL PROVISIONS**

Clause 2 – “Definitions” of BOA No. [...] Special Provisions is revised and supplemented by ARTICLE 4 – “DEFINITIONS”.

Clause 7 – “Warranty” of BOA No. [...] Special Provisions is revised and supplemented by ARTICLE 15 – “WARRANTY”.

Clause 8 – “Payments” of BOA No. [...] Special Provisions is replaced by ARTICLE 13 – “INVOICES AND PAYMENT”.

Clause 5 – “Title and Risk of Loss” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 12 – “TITLE AND RISK OF LOSS”.

Clause 27 – “Security” of BOA No. [...] General Provisions is revised and supplemented by ARTICLE 20 – “SECURITY”.

Clause 31 – “Rights in Technical Data” of BOA No. [...] General Provisions is replaced by ARTICLE 21 – “RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE”.

**ARTICLE 3 ORDER OF PRECEDENCE**

- 3.1 In the event of any inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- a. Signature sheet
  - b. Part I - The Schedule of Supplies and Services
  - c. Part II - The Contract Special Provisions
  - d. Part III – The Terms of the governing Basic Ordering Agreement as specified in Block 11 on the signature sheet
  - e. Part IV – The Statement of Work (SOW) including SRS

**ARTICLE 4 DEFINITIONS**

- 4.1 Clause 2 “Definitions” of BOA No. [...] Special Provisions is revised and supplemented by the following:
- 4.2 “Article” shall mean “A provision of the Special Provisions of this Contract”.
- 4.3 “Contract” shall mean “The agreement concluded between the Purchaser and Contractor, duly signed by both parties. The Contract includes the documents referred to in Article 3 above of these Contract Special Provisions”.
- 4.4 “Contracting Authority” shall mean “The General Manager of the NCI Agency, the Director of Acquisition, the Chief of Contracts of the NCI Agency or the authorized representatives of the Chief of Contracts of the NCI Agency”.
- 4.5 “Contractor” shall mean “The person or legal entity from a Participating Country which has signed this Contract and is a Party thereto”.
- 4.6 “NCI Agency (NCIA)” shall mean “The NATO Communications and Information Agency. The NCIA is part of the NCIO. The General Manager of the Agency is authorized to enter into contracts on behalf of the NCI Organization”.
- 4.7 “NCI Organization (NCIO)” shall mean “The NATO Communications and Information Organization. The NCI Organization constitutes an integral part of the North Atlantic Treaty Organization (NATO). The NCI Organization is a legal personality from whence flows the authority of its agent, the NCI Agency, to enter into contracts”.
- 4.8 “Effective Date of Contract (EDC)” shall mean “The date upon which this Contract is deemed to start. Unless otherwise specified, a Contract enters into force on the date of the last signature of the Contract by the Parties”.
- 4.9 “Parties” shall mean “The Contracting Parties to this Contract, i.e. the Purchaser and the Contractor”.
- 4.10 “Purchaser” shall mean “The NCI Organization, as represented by the General Manager, NCIA Agency. The Purchaser is the legal entity who awards and administers the Contract on behalf of NATO and stands as one of the Contracting Parties”

**ARTICLE 5 DURATION OF CONTRACT**

- 5.1 It is the Purchaser's intention that the present Contract covers the totality of the requirements as covered by the Schedule of Supplies and Services with the exception of the Options (if any), unless those options are formally exercised and funded in accordance with the prescriptions of ARTICLE 7 "Additional Contract Tasks and Options".
- 5.2 The work under the Contract shall commence on effective date of Contract shown on the signature page and be completed in accordance with the Schedule of Supplies and Services.

**ARTICLE 6 PRICE BASIS**

- 6.1 This is a Firm Fixed Price Contract. Firm Fixed Prices are established for the supplies and services defined in Part I - Schedule of Supplies and Services.
- 6.2 The Purchaser assumes no liability for costs incurred by the Contractor in excess of the stated Firm Fixed Price except as provided under other provisions of this Contract.
- 6.3 The Total Contract price is inclusive of all expenses related to the performance of the present Contract.
- 6.4 The Total Contract price in this Contract is Delivered Duty Paid (INCOTERMS 2010).

**ARTICLE 7 ADDITIONAL CONTRACT OPTIONS**

- 7.1 The Purchaser may increase the quantity of supplies and services as set forth in any line item of Part I - Schedule of Supplies and Services at the prices stated therein any time during the period of performance of the Contract until end of Warranty. This right can be exercised multiple times for any of the line items, by increasing the firm fixed price of the Contract via a formal Contract Amendment, or by issuing a new contractual instrument. In this case the Contractor shall honour such right at the same rates and conditions as stated in Part I – Schedule of Supplies and Services.
- 7.2 If this right is exercised, delivery of the added items shall be to the same destination as specified in the basic Contract; unless otherwise specified on the written notice. If the Contract provides for multiple destinations, the Purchaser will specify to which destination(s) the additional quantities are to be shipped. If the Purchaser specifies a destination that is not part of the basic Contract requirements, the Parties will agree to an equitable adjustment as may be required to reflect any additional costs incurred by the Contractor in making such delivery.
- 7.3 Except as otherwise provided for in this Contract, Contractor's price quotations for contract changes or modifications shall be provided at no cost to the Purchaser and shall have a minimum validity period of six (6) months from submission.



**ARTICLE 8 PARTICIPATING COUNTRIES**

8.1 The Contractor may issue subcontracts to firms and purchase from qualified vendors in any contributory NATO nations in the project, namely, (in alphabetical order):

ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.

8.2 No material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

8.3 The Intellectual Property Rights for all software and documentation used by the Contractor in the performance of the Contract shall vest with firms from and within Participating Countries and no royalties or license fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a Participating Country.

**ARTICLE 9 COMPREHENSION OF CONTRACT AND SPECIFICATIONS**

9.1 The Contractor warrants that it has read, understood and agreed to each and all terms, clauses, specifications and conditions specified in the Contract and that this signature of the Contract is an acceptance, without reservations, of the said Contract terms within their normal and common meaning.

9.2 The specifications set forth the performance requirements for the Contractor's proposed work as called for under this Contract. Accordingly, notwithstanding any conflict or inconsistency which hereafter may be found between achievement of the aforesaid performance requirements and adherence to the Contractor's proposed design for the work, the Contractor hereby warrants that the work to be delivered will meet or exceed the performance requirements of the said specifications.

9.3 The Contractor hereby acknowledges that it has no right to assert against the Purchaser, its officers, agents or employees, any claims or demands with respect to the aforesaid specifications as are in effect on the date of award of this Contract.

a. Based upon impossibility of performance, defective, inaccurate, impracticable, insufficient or invalid specifications, implied warranties of suitability of such specifications, or

b. Otherwise derived from the aforesaid specifications, and hereby waives any claims or demands so based or derived as might otherwise arise.

9.4 Notwithstanding the "Changes" Clause of the BOA General Provisions or any other clause of the Contract, the Contractor hereby agrees that no changes to the aforesaid specifications which may be necessary to permit achievement of

the performance requirements specified herein for the Contractor's proposed work shall entitle the Contractor either to any increase in the firm fixed price as set forth in this Contract or to any extension of the delivery times for the work beyond the period of performance in the Schedule of Supplies and Services.

#### **ARTICLE 10 PLACE AND TERMS OF DELIVERY**

10.1 Deliverables under this Contract shall be delivered DDP (Delivered Duty Paid) in accordance with the International Chamber of Commerce INCOTERMS 2010 to the destination(s) and at such times as set forth in the Schedule of Supplies and Services.

A Material Data Sheet (MDS) is to be received by the Agency not later than 10 working days before the delivery of the products.

#### **ARTICLE 11 INSPECTION AND ACCEPTANCE**

11.1 Clause 7 "Inspection, Acceptance and Rejection" of BOA No. [...] General Provisions is hereby supplemented with this Article:

11.2 The supplies and services to be provided by the Contractor's personnel under this Contract shall conform to the highest professional and industry standards and practices. Repeated instances of work performed which fails to meet the standards and practices may result in termination of the Contract for Default.

11.3 The Purchaser reserves the right to charge to the Contractor any additional cost incurred by the Purchaser for inspection and test when Work is not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.

#### **ARTICLE 12 TITLE AND RISK OF LOSS**

12.1 Clause 5 "Title and Risk of Loss" of BOA No. [...] General Provision is supplemented by the following:

12.2 Title to supplies and risk of loss or damage to supplies covered by this Contract shall pass to the Purchaser upon written Acceptance by the Purchaser.

#### **ARTICLE 13 INVOICES AND PAYMENT**

13.1 This Article replaces Clause 8 – "Payments" of BOA No. [...] Special Provisions.

13.2 Following Purchaser acceptance, in writing, payment for supplies and services furnished shall be made in the currency specified in the Contract.

13.3 The term of the Contract may not be exceeded without prior approval of the Purchaser. In no case will the Purchaser make payment above the total of the corresponding CLINs.

13.4 Invoices in respect of any service and/or deliverable shall be prepared and submitted as specified hereafter and shall contain:

- a) Contract number CO-115259-DCEP
- b) Contract Amendment number (if any),
- c) Purchase Order number PO [...],

- d) The identification of the performance rendered in terms of Contract Line Item Number (CLIN),
  - e) Bank account details for international wire transfers (SWIFT, BIC, IBAN).
- 13.5 The Contractor shall be entitled to submit invoices in accordance with the following payment events schedule:
- a) 100% of the value of each Batch (13 in total) upon delivery by the Contractor, including MDS, and written Acceptance of each Batch by the Purchaser within CLIN 2 in the Schedule of Supplies and Services.
- 13.6 The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per Clause 10 “Taxes and Duties” of the BOA No. [...] General Provisions.
- 13.7 No payment shall be made with respect to undelivered supplies, works not performed, services not rendered and/or incorrectly submitted invoices.
- 13.8 No payment shall be made for additional items delivered that are not specified in the contractual document.
- 13.9 Payments for services and deliverables shall be made in the currency stated by the Contractor for the relevant Contract Line Item.
- 13.10 The Purchaser is released from paying any interest resulting from any reason whatsoever.
- 13.11 The invoice shall contain the following certificate:  
*“I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received.”*
- 13.12 The certificate shall be signed by a duly authorised company official on the designated original.
- 13.13 Invoices referencing **“CO-115259-DCEP – Provision of Deployed CIS Equipment Pool / PO [...]”** shall be submitted to:  
[accountspayable@ncia.nato.int](mailto:accountspayable@ncia.nato.int)
- 13.14 NCI Agency will make payment within 45 days of receipt by the NCI Agency of a properly prepared and documented invoice.

#### **ARTICLE 14 SUPPLEMENTAL AGREEMENTS, DOCUMENTS AND PERMISSIONS**

- 14.1 The Contractor has submitted all relevant draft supplemental agreement(s), documents and permissions prior to Contract award, the execution of which by the Purchaser is/are required by national law or regulation. If any supplemental agreements, documents and permissions are introduced after Contract award, and it is determined that the Contractor failed to disclose the requirement for the execution of such agreement from the Purchaser prior to Contract signature, the Purchaser may terminate this Contract for Default, in accordance with the Clause 19 “Termination for Default” of BOA No. [...] General Provisions.

14.2 Supplemental agreement(s), documents and permissions, the execution of which by the Purchaser is/are required by national law or regulation and that have been identified by the Contractor prior to the signature of this Contract, but have not yet been finalized and issued by the appropriate governmental authority, are subject to review by the Purchaser. If such supplemental agreement(s), documents and permissions are contrary to cardinal conditions of the signed Contract between the Parties, and the Purchaser and the appropriate governmental authority cannot reach a mutual satisfactory resolution of the contradictions, the Purchaser reserves the right to terminate this Contract and the Parties agree that in such case the Parties mutually release each other from claim for damages and costs of any kind, and any payments received by the Contractor from the Purchaser will be refunded to the Purchaser by the Contractor. For the purpose of this Contract the following National mandatory Supplemental Agreements are identified:

Type of Agreement	National Authority of Reference	Subject

**ARTICLE 15 WARRANTY**

- 15.1 Clause 7 “Warranty” of BOA No. [...] Special Provisions is supplemented with the following:
- 15.2 Until Purchaser Acceptance, all hardware and software to be provided under this Contract shall be under the Contractor’s responsibility. Warranty shall start after Purchaser confirmed written Acceptance of each batch and shall be the standard warranty with a minimum duration of one (1) calendar year for all hardware and software to be provided as part of this Contract.
- 15.3 Notwithstanding inspection and acceptance by the Purchaser or its appointed agents of supplies furnished under the Contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for the total duration of the above referred period and covering all items of hardware and software, that:
  - a. all deliverables furnished under this Contract shall be free from defect and will conform with the specifications and all other requirements of this Contract; and,
  - b. the system will, under normal conditions, perform without errors which make it unusable; and
  - c. the preservation, packaging, packing and marking and the preparation for and method of, shipment of such supplies will conform to the requirements of this Contract.
- 15.4 The Purchaser will inform the Contractor in writing of any defect within seven calendar days after its discovery and the circumstances of its discovery. The Contractor shall respond to a defect notification within one working day, by

engaging with the Purchaser's personnel to identify the cause of the defect and to agree a resolution approach. The resolution of defects remains the Contractor's responsibility within the warranty. The Contractor shall resolve all defects within 7 calendar days of their first being reported for those items that need not be returned to the Contractor's facility for service or repair. Items needing service or repair at the Contractor's facility shall be repaired/replaced and dispatched back to the Purchaser within 15 days of their arrival at the Contractor's facility.

- 15.5 The Contractor shall stipulate the address to which the Purchaser shall deliver equipment and material returned to the Contractor in accordance with the provisions of this Article. Transportation and handling charges for items returned under warranty claim to the Contractor will be the responsibility of the Purchaser, as well as responsibility for such supplies, i.e. damage and loss that may occur during transportation under warranty.
- 15.6 The Contractor shall, at its option, repair, adjust or replace defective equipment and restore to the Purchaser equipment, which functions in accordance with the requirements of the Contract.
- 15.7 In the event of the Contractor's failure to repair or replace failed equipment within the timeframes expressed in this Article, the Purchaser will have the right, at its discretion, and having given the Contractor due notice, to:
- a. remedy, or have remedied, the defective or non-conforming supplies, in both cases at the Contractor's expenses;
  - b. equitably reduce the Contract price; and/or
  - c. terminate for default that portion of the Contract relating to the defective work.
- 15.8 Notwithstanding the provision of above paragraph 16.2, the warranty period shall be suspended for the length of time necessary to carry out repair or replacement.
- 15.9 This right will be exercised although other contractual obligations remain in force. In the event that it is later determined that such supplies were found not to be defective or non-conforming within the provision of this Article, an equitable adjustment will be made. Failure to reach such an equitable adjustment will be considered a dispute under the Contract and subject to resolution in accordance with the Clause 17 "Disputes and arbitration" of BOA No. [...] General Provisions.

## **ARTICLE 16 CONTRACT ADMINISTRATION**

- 16.1 The Purchaser reserves the right to re-assign this Contract to a representative(s) for administrative purposes, in whole or in part, provided that the Purchaser shall always be responsible for its obligations under the Contract and for actions or lack of actions of its assigned administrator. The Purchaser undertakes to advise the Contractor in writing whenever this right is to be exercised.
- 16.2 All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall

only be valid when received in writing from the General Manager, NCI Agency, and/or the NCI Agency Contracting Authority.

- 16.3 Formal letters and communications shall subsequently be personally delivered or sent by mail, registered mail, courier or other delivery service, to the official Points of Contact quoted in this Contract. Facsimile and e-mail may be used to provide an advance copy of a formal letter or notice which shall subsequently be delivered through the formal communication means.
- 16.4 Informal notices and informal communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.
- 16.5 All notices and communications shall be effective on receipt.
- 16.6 Official Points of Contact:

Purchaser	Contractor
NCI Agency Boulevard Leopold III B-1110 Brussels Belgium	[...]
For contractual matters: Attn: Mr Ole Hubner Title: Principal Contracts Officer Tel: +32 2 707 8472 Fax: +32 2 707 8770 E-mail <a href="mailto:ole.hubner@ncia.nato.int">ole.hubner@ncia.nato.int</a>  cc Ms. Estefania Nunez Title: Senior Contracting Assistant Tel: +32 2 707 8614 Fax: +32 2 707 8770 E-mail: <a href="mailto:estefania.nunez@ncia.nato.int">estefania.nunez@ncia.nato.int</a>	For contractual matters: [...] Attn: Title: Tel: Fax: E-mail:
For technical/project management matters: Attn: Mr Kayhan Vardareri Title: Senior Project Manager Tel: +32 (0) 6544 1253 E-mail: <a href="mailto:kayhan.vardareri@ncia.nato.int">kayhan.vardareri@ncia.nato.int</a>	For technical/project management matters: Attn: Title: Tel: Fax: E-mail:

or to such address as the Purchaser may from time to time designate in writing.

**ARTICLE 17 SUB-CONTRACTORS**

- 17.1 The Contractor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which it deems necessary to meet the requirements of this Contract in full.
- 17.2 The Contractor shall not place sub-contracts outside the Participating Countries unless the prior authorization of the Purchaser has been obtained. Such authorization will not be granted when the sub-contract involves the carrying out of classified work.

**ARTICLE 18 CONTRACTOR COTS RESPONSIBILITY**

- 18.1 The Contractor shall monitor changes and/or upgrades to commercial off the shelf (COTS) software or hardware to be utilized under subject Contract.
- 18.2 For COTS items which are or could be impacted by obsolescence issues, as changes in technology occur, the Contractor will propose substitution of new products/items for inclusion in this Contract. The proposed items should provide at least equivalent performance and/or lower life-cycle support costs, or enhanced performance without a price or cost increase.
- 18.3 The Contractor will provide evidence with respect to price and performance of the equipment being proposed as well as data proving an improvement in performance and/or a reduction in price and/or life-cycle support costs. If necessary for evaluation by the Purchaser, the Contractor shall provide a demonstration of the proposed items. Should the Purchaser decide that the proposed item(s) should be included in the Contract, an equitable price adjustment will be negotiated and the proposed item(s) shall be added to the Contract by bilateral modification under the authority of this Article.
- 18.4 The Contractor shall notify the Purchaser of any proposed changes in the commercial off the shelf software or hardware to be utilized. Such notification shall provide an assessment of the changes and the impact to any other items to be delivered under this Contract.

**ARTICLE 19 LIQUIDATED DAMAGES**

- 19.1 If the Contractor fails to:
- a) successfully meet the required performance dates as defined in the Schedule of Supplies and Services, or any extension thereof, or
  - b) deliver and obtain acceptance of the Deliverables or to acceptably perform the services as specified in the Schedule of Supplies and Services to this Contract,

the actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the requirements of 19.1.a and 19.1.b, fixed and agreed liquidated damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each batch delivery in the Article 13 "Invoices and Payments" of the Contract Special Provisions.

- 19.2 In addition, the Purchaser may terminate this Contract in whole or in part as provided in Clause 19 “Termination for Default” of BOA No. [...] General Provisions. In the event of such a termination, the Contractor shall be liable for Liquidated Damages accruing to the date of termination, as well as the excess costs stated in the referred clause.
- 19.3 The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in Clause “Termination for Default” of the BOA General Provisions. In such event, subject to the provisions of the Disputes and Arbitration Clause, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for performance of the Contract when in its judgment the findings of fact justify an extension.
- 19.4 Liquidated damages shall be payable to the Purchaser from the first day of delinquency in delivery and shall accrue at the rate specified in paragraphs above to a maximum of Fifteen Percent (15%) of the total payment amount for each Payment Event as scheduled in Article 13. Cumulative assessed Liquidated Damages will not exceed a total of Ten Percent (10%) of the total value of the Contract.
- 19.5 The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:
- a. By deducting such damages from the amounts due to the Contractor against the Contractor's invoices.
  - b. By proceeding against any surety or deducting from the Performance Guarantee if any.
  - c. By reclaiming such damages through appropriate legal remedies.

## **ARTICLE 20 SECURITY**

- 20.1 This Article supplements Clause 27 “Security” of BOA No. [...] General Provisions.
- 20.2 The Contractor is responsible, in accordance with NATO and National Security regulations, for the proper handling, storage and control of any classified documents and information as may be furnished to the Contractor in relation to the performance of the present Contract.
- 20.3 The security classification of this Contract is “NATO UNCLASSIFIED”.

## **ARTICLE 21 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE**

- 21.1 Clause 31 – “Rights in Technical Data” of BOA No. [...] General Provisions is replaced by the following:
- 21.2 Subject to the rights of third parties, all rights in the results of work undertaken by or on behalf of the Purchaser for the purposes of this Contract, including any technical data specifications, report, drawings, computer software data, computer programs, computer databases, computer software, documentation including software documentation, design data, specifications, instructions, test procedures, training material produced or acquired in the course of such work



and, in particular, all rights, including copyright therein, shall vest in and be the sole and exclusive property of the Purchaser.

## **ARTICLE 22 INTELLECTUAL PROPERTY RIGHT INDEMNITIES AND ROYALTIES**

- 22.1 The Contractor shall assume all liability and indemnify the Purchaser, its officers, agents and employees against liability, including costs for the infringement of any patents or copyright in force in any countries arising out of the manufacture, services performed or delivery of supplies, or out of the use or disposal by or for the account of the Purchaser of such supplies. The Contractor shall be responsible for obtaining any patent or copyright licenses necessary for the performance of this Contract and for making all other arrangements required to indemnify the Purchaser from any liability for patent or copyright infringement in said countries. The Contractor shall exclude from its prices any royalty pertaining to patents which in accordance with agreements reached between NATO countries may be utilized free of charge by member nations of NATO and by NATO organization.
- 22.2 The Contractor shall report in writing to the Purchaser during the performance of this Contract:
- The royalties excluded from its price for patent utilised under the agreements mentioned in the previous paragraph;
  - The amount of royalties paid or to be paid by the Contractor directly to others in performance of this Contract.

## **ARTICLE 23 INDEMNITY**

- 23.1 The Contractor will indemnify and hold harmless NATO, its servants or agents, against any liability, loss or damage arising out of or in connection of the Deliverables and Services under this Contract, including the provisions set out in Article 22 "Intellectual Property Right Indemnities and Royalties" of the Contract Special Provisions.
- 23.2 The parties will indemnify each other against claims made against the other by their own personnel, and their sub-Contractors (including their personal representatives) in respect of personal injury or death of such personnel or loss or destruction of or damage to the property of such personnel.
- 23.3 NATO will give the Contractor immediate notice of the making of any claim or the bringing of any action to which the provisions of this Article may be relevant and will consult with the Contractor over the handling of any such claim and conduct of any such action and will not without prior consultation and without the consent of the Contractor settle or compromise any such claim or action.
- 23.4 In the event of an accident resulting in loss, damage, injury or death arising from negligence or willful intent of an agent, officer or employee of NATO for which the risk has been assumed by the Contractor, the cause of the accidents will be investigated jointly by the Parties and the extent to which NATO will be liable to recompense the Contractor will be determined together.

**ARTICLE 24 INDEPENDENT CONTRACTOR**

24.1 The Personnel provided by the Contractor in response to this Contract are at all times employees of the Contractor and not the Purchaser. In no case shall Contractor personnel act on behalf of or as an agent for NATO or any of its bodies. In no way shall the Contractor personnel claim directly or indirectly to represent NATO in an official capacity or claim themselves to be NATO employees.

**ARTICLE 25 APPLICABLE REGULATIONS**

25.1 The Contractor shall be responsible for obtaining permits or licenses to comply with national codes, laws and regulations or local rules and practices in the country of performance under this Contract.

25.2 The Contractor shall take any necessary measure to protect the life and health of persons working or visiting the work area occupied by him. These measures include compliance with the country of performance's safety provisions.

25.3 In the performance of all work under this Contract, it shall be the Contractor's responsibility to ascertain and comply with all applicable NATO security regulations as implemented by the local Headquarters' Security Officer.

**ARTICLE 26 AUDITING AND ACCOUNTING**

26.1 The Contractor's accounting and auditing procedures under this Contract shall be in compliance with the applicable Contractor National standards governing national defense contracts.

26.2 The invoicing and payment procedures for the amount payable to the Contractor shall be in accordance with the prescription of Article 14 "Invoices and Payment" of the Contract Special Provisions.

26.3 In the event of this Contract being terminated in accordance with Clause 20 "Termination for Convenience of the Purchaser" of BOA No. [...] General Provisions, the Contractor shall provide within ninety (90) days of the formal date of termination a detailed statement of all costs incurred since the initiation of the programme, together with the statement of all outstanding commitments for which the Contractor is legally liable.

**ARTICLE 27 PERFORMANCE GUARANTEE**

27.1 As a guarantee of performance under the Contract, the Contractor shall deposit with the Purchaser within ten (10) calendar days from the Effective Date of Contract, a bank guarantee to the value of ten per cent (10%) of the total Contract Price.

27.2 Such guarantee, the validity of which shall not elapse before the expiration of the warranty period as specified in Article 15.2, shall be made payable to the Purchaser and may be delivered in the form of:

a) A certified cheque;

b) An irrevocable letter of credit; or

- c) A bank guarantee such as a performance bond or promissory note.
- 27.3 The terms of the guarantee shall allow for payment to be made to the Purchaser without question and upon first demand by the Purchaser against a Certificate from the Purchaser's Contracting Authority that the Contractor has not fulfilled its obligations under the Contract. The Contractor shall have no right to enjoin or delay such payment.
- 27.4 Certified cheques issued to fulfil the requirements of the guarantee will be cashed by the Purchaser upon receipt and held in the Purchaser's account until the term of the performance guarantee has expired.
- 27.5 The irrevocable letter of credit, performance bond or promissory note shall be subject to Belgian Law and financial practices and shall be issued by a Belgian bank or a Belgian affiliate of a non-Belgian bank licensed to operate in Belgium unless otherwise authorized by the Purchaser.
- 27.6 The Contractor shall request in writing relief from the performance guarantee upon expiration of the warranty period specified at Article 15.2 or such other period as may be specified in the Contract and, where appropriate, such relief will be granted by the Purchaser.
- 27.7 The Contractor shall be responsible, as a result of duly authorized adjustment in the total Contract price and/or period of performance by the Purchaser, for obtaining a commensurate extension and increase of the performance guarantee, the value of which shall not be less than ten per cent (10%) of the Contract Price (including all amendments), and for depositing such guarantee with the Purchaser within ten (10) calendar days from the effective date of the aforesaid duly authorized adjustment.
- 27.8 The failure of the Contractor to deposit such performance guarantee with the Purchaser within the specified time frame, or any extension thereto granted by the Purchaser's Contracting Authority will constitute material breach of the Contract and shall be subject to Article 19 "Termination for Default" of BOA No. [...] General Provisions.
- 27.9 The rights and remedies provided to the Purchaser under this Article are in addition to any other rights and remedies provided by law or under this Contract. The certificate described in this Article at 27.3 above shall not be regarded as a Termination for Default and this Clause is in addition to and separate from Article 19 "Termination for Default" of BOA No. [...] General Provisions.

## **ARTICLE 28            TRANSPORTATION OF EQUIPMENT**

- 28.1 All supplies covered under this Contract shall be transported to final destination at the responsibility of the Contractor. The Purchaser shall not be liable for any storage, damage, accessorial or any other charges involved in such transporting of supplies.
- 28.2 Items shipped under Warranty for repair or otherwise from the NCI Agency to the Contractor shall be the responsibility of the Purchaser.
- 28.3 Transportation of repaired/replaced items shall be the responsibility of the Contractor. These items shall be delivered and installed at final destination.

**ARTICLE 29            ASSIGNMENT**

- 29.1 The Purchaser reserves the right to assign this Contract, in whole or in part, to another NATO body, agency or representative within NATO or NATO Nations. In such a case, the Purchaser shall notify the Contractor accordingly in writing.
- 29.2 NATO shall remain responsible for its obligations under the Contract and for the actions of the body, agency or representative to which this Contract may be assigned.

**ANNEX A: PERFORMANCE GUARANTEE STANDBY LETTER OF CREDIT**

Standby Letter of Credit Number: \_\_\_\_\_

Issue Date: \_\_\_\_\_

Initial Expiry Date: \_\_\_\_\_

Final Expiry Date: \_\_\_\_\_

Beneficiary: NATO Communications and Information Agency  
 (NCI Agency) or its legal successor,  
 Financial Management Unit  
 Boulevard Leopold III, B-1110, Brussels Belgium

1. We hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF CONTRACTOR) in the amount of \_\_\_\_\_ . We are advised this undertaking represents fulfilment by (NAME OF CONTRACTOR) of certain performance requirements under Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between the NCI Agency (“NCIA and (NAME OF CONTRACTOR).
2. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.
3. Funds under this letter of credit are available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

“(NAME OF CONTRACTOR) has not fulfilled its obligations under Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between NCI Agency and (NAME OF CONTRACTOR) (herein called the “Contract”), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number \_\_\_\_\_ in the amount denominated in the currency of the Contract, Amount up to the maximum available under the LOC, such funds to be transferred to the account of the Beneficiary number \_\_\_\_\_ (to be identified when certificate is presented).”  
 Such certificate shall be accompanied by the original of this letter of credit.

4. This Letter of Credit is effective the date hereof and shall expire at our office located at \_\_\_\_\_ (Bank Address) on \_\_\_\_\_. All demands for payment must be made prior to the expiry date.
5. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of one (1) year from the current or any successive expiry date unless at least 90 (ninety) calendar days prior to the then current expiry date we notify you by registered mail and notify (NAME OF CONTRACTOR) that we elect not to extend this letter of credit for such additional period. However, under no circumstances will the expiry date extend beyond \_\_\_\_\_ (“Final Expiry Date”) without amendment.
6. We may terminate this letter of credit at any time upon 90 (ninety) calendar days’ notice furnished to both (NAME OF CONTRACTOR) and the NCI Agency by registered mail.
7. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 6 above, or, at any time, to terminate the letter of credit, funds under this credit will be

available to you without question or delay against presentation of a certificate signed by the NCI Agency Contracting Officer which states:

“The NCI Agency has been notified by {issuing bank} of its election not to automatically extend the expiry date of letter of credit number {number} dated {date} pursuant to the automatic renewal clause (or to terminate the letter of credit). As of the date of this certificate, no suitable replacement letter of credit, or equivalent financial guarantee has been received by the NCI Agency from, or on behalf of (NAME OF CONTRACTOR). (NAME OF CONTRACTOR) has, therefore, not fulfilled its obligations under Contract No. \_\_\_\_\_ dated \_\_\_\_\_ between NCI Agency and (NAME OF CONTRACTOR), and the NCI Agency, as beneficiary, hereby draws on the standby letter of credit number \_\_\_\_\_ in the amount of (Amount up to the maximum available under the LOC), such funds to be transferred to the account of the Beneficiary number \_\_\_\_\_ (to be identified when certificate is presented).”

Such certificate shall be accompanied by the original of this letter of credit and a copy of the letter from the issuing bank that it elects not to automatically extend the standby letter of credit, or terminating the letter of credit.

8. The Beneficiary may not present the certificate described in paragraph 7 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.
9. Multiple partial drawings are allowed to the maximum value of the standby letter of credit.
10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.
11. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.



NATO Communications and Information Agency  
Agence OTAN d'information et de communication

**RFQ-CO-115259-DCEP**

**AMD 1**

**Provision of Deployable CIS Equipment Pool**

**BOOK II**

**PART IV – STATEMENT OF WORK (SOW)**

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## 1 INTRODUCTION

- 1.1 The purpose of this Contract is to procure Deployable Communications and Information Systems (DCIS) Equipment Pool (DCEP) end-user equipment, composed of workstations, laptops, monitors, keyboards/mice, KVMs and deployable Video Teleconference (VTC) for use in the NATO Deployable CIS environment.
- 1.2 This Statement of Work (SOW) describes the requirements for the DCEP equipment, and the related services to be provided to the Purchaser under this contract.

## 2 SCOPE

- 2.1 The DCEP equipment to be provided under this contract comprises of:
  - (a) 518 (fivehunderedeighteen) Laptops Eclipt Hard Disk Drive Encryption (HDDE) installed with TEMPEST Level C;
  - (b) 1799 (onethousandsevenhundredandnintynine) laptops Eclipt HDEE installed;
  - (c) 1087 (onethousandeightyseven) laptops;
  - (d) 259 (two hundred fifty-nine) Desktop TEMPEST Level B;
  - (e) 100 (one hundred) Multifunction devices (printer/scanner/copier) (MFD);
  - (f) 1,000 (one thousand) Monitors;
  - (g) 3,692 (three thousand six hundred ninety-two) Keyboard and Mice;
  - (h) 28 (twenty eight) Video Teleconference (VTC) Suites;
  - (i) 1,000 (one thousand) KVM switch; and,
  - (j) 3,404 (three thousand four hundred and four) Laptop carrying bags.
- 2.2 The related services include the integration of Purchaser provided Hard Disk Drive Encryption (HDDE) devices into the laptops and the TEMPEST certification of required DCEP equipment.
- 2.3 The delivery of software other than device drivers and firmware is not in the scope of this project, neither is the installation of an Operating System other than needed by the Contractor for testing purposes.

## 3 CONTRACTOR TASKS

- 3.1 The Contractor shall deliver all hardware, software and services as specified in Annex A to this SOW and in the Schedule of Supplies and Services (SSS) to the specified destination within the time specified therein.
  - 3.1.1 The Contractor shall install 2,317 (two thousand three hundred and seventeen) Purchaser provided HDDE in Laptops ~~TEMPEST Level C~~ stated in 2.1 (a) and

- (b). Remaining Laptops quantities shall be delivered with hard drives as specified in Annex A of this SoW.
- 3.2 The Contractor shall be responsible to ensure full compatibility and interoperability between the Purchaser provided HDDE, in both unkeyed and keyed state, and the laptops. This includes maintaining full functionality, performance, environmental and other specifications of both devices. The Contractor shall in case of any integration issues directly (i.e. without Purchaser involvement) liaise with the laptop and HDDE manufacturers.
- 3.3 The Contractor shall provide a record indicating the serial number of each Purchaser provided HDDE and the serial number of the laptop in which it is installed.
- 3.4 The Contractor shall execute all test activities under this Contract as detailed in Chapter 7 (TESTING).
- 3.5 The Contractor shall for all DCEP equipment under this Contract deliver all and up to date drivers for use with the Microsoft Windows 10 Operating System.
- 3.6 The contractor shall deliver a Project Management Plan (PMP) within 2 weeks of Contract Effective Date describing how the Contractor will implement the totality of the project, including details of the project control that will be applied.
- 3.6.1 The Purchaser shall have a period of 1 week to provide comments and the Contractor shall have a further 1 week period to incorporate these comments. After approval by the Purchaser, the final version of the PMP shall be the official document against which the Contractor is expected to conduct the performance of the Contract. The approved PMP shall however not supersede the Contract, and the Schedule of Supplies and Services (SSS) in particular.
- 3.7 The Purchaser's Project Manager will be the primary interface between the Contractor and the Purchaser for technical matters, the Purchaser's Contracting Officer remains the overall Purchaser representative.
- 3.8 The Contractor shall perform all tasks specified in this Contract.

#### **4 PROJECT SCHEDULE**

- 4.1 The Contractor shall ensure that all tasks and deliverables within the scope of the base contract shall be completed within 24 weeks from EDC.
- 4.2 The Contractor shall deliver the equipment in 13 batches;

**Table 4-1 Delivery Schedule**

Batch number	Laptops TEMPEST Level C with HDDE	Laptops with HDDE	Laptops	Desktops TEMPEST Level B	VTC Suite	MFD	KVM Switch	Monitor	Keyboard and Mice	Transport Case	Delivery date
1	518	-		-	-	-	-	-	-	-	EDC+12 weeks
2		250		259	-	-	-	-	-	-	EDC+13 weeks
3		515		-	-	-	-	-	-	-	EDC+14 weeks
4		515		-	-	-	-	-	-	-	EDC+15 weeks
5		519		-	-	-	-	-	-	-	EDC+16 weeks
6	-		547	-	-	-	-	-	-	-	EDC+17 weeks
7	-		540	-	-	-	-	-	-	-	EDC+18 weeks
8	-	-		-	28	-	-	-	-	-	EDC+19 weeks
9	-	-		-	-	40	-	-	-	-	EDC+20 weeks

10	-	-		-	-	40	-	-	-	-	EDC+21 weeks
11	-	-		-	-	20	1,000	-	-	-	EDC+22 weeks
12	-	-		-	-	-	-	1,000	-	-	EDC+23 weeks
13	-	-		-	-	-	-	-	3,692	3,404	EDC+24 weeks

- 4.3 For planning purposes the Contractor shall provide an overall planning for the delivery of all DCEP equipment details of each batch as described in the ILS requirements in Section 6 of this Statement of Work.
- 4.4 The Contractor shall provide a weekly update detailing the current status of delivery via e-mail to the Purchaser's Project Manager.

## **5 TECHNICAL REQUIREMENTS**

- 5.1 The technical requirements of the hardware, software and services to be provided under this Contract are described in Annex A SRS to this SOW.
- 5.2 All laptops in 2.1(b) of this SoW shall meet the same technical specifications as stated in Annex A SRS to this SoW other than TEMPEST requirement.
- 5.3 All laptops in 2.1(c) of this SoW shall meet the same technical specifications as stated in Annex A SRS to this SoW other than TEMPEST requirement and HDDE installation.

## **6 INTEGRATED LOGISTIC SUPPORT (ILS)**

### **6.1 INTRODUCTION**

- 6.1.1 This Integrated Logistics Support (ILS) section outlines the general ILS requirements of this Contract.

### **6.2 SHIPPING AND TRANSPORTATION**

- 6.2.1 All goods delivered under this Contract shall be delivered to the following address unless otherwise specified by the Purchaser before the shipment arrangements.

NATO Communications and Information Agency CIS Sustainment  
Support Centre

JFC Headquarters Building 204, Rimbürgerweg 30, 6445 PA  
Brunssum, Netherlands

- 6.2.1 The items being returned after warranty repair shall be shipped to CSSC Brunssum at no additional cost.
- 6.2.2 All materials covered under the Contract, including items being returned after warranty repair, shall be shipped Delivered Duty Paid (DDP) to the addresses specified in accordance with current INCOTERMS published by the International Chamber of Commerce.
- 6.2.3 The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to the actual acceptance of such supplies at destination.
- 6.2.4 The Purchaser will not accept responsibility and/or ownership of the equipment before acceptance is complete.
- 6.2.5 The Purchaser's Point of Contact (POC) for all shipment instruction and shipment requests is:

Mr. Carlos Rodrigues (NCI Agency)/ILS Office  
Tel: + 32 6 544 7523  
Fax: + 32 6 544 7609  
E-mail: Carlos.Rodrigues@ncia.nato.int

6.2.6 Each shipment shall be composed of one batch of one or more pallets pending Purchaser’s confirmation. A pallet shall be defined as the standard Euro-pallet (EUR/EPAL; 1200mm x 800mm), packed to a height as close as practicable to a total maximum height of 1800mm, and not exceeding a total weight of 1000 Kg.

6.3 PRESERVATION AND PACKAGING

6.3.1 The Contractor shall, for the purpose of transportation, package, crate or otherwise prepare the various deliverables in accordance with the best commercial practices for the types of deliverables involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.

6.3.2 All items shall be delivered in their original packaging including the replacement parts that are provided under warranty.

6.3.3 The Contractor shall establish the packing lists in such a way to permit easy identification. These packing lists shall accompany the shipment. Each individual container/box from a consignment shall have a packing list in a weatherproof envelope attached to the outside of each container/box detailing its contents. A second copy of the list is required inside each container/box.

6.3.4 The packing list shall include the following information as a minimum:

Serial	Requirement
1	The Shipping Address
2	Package Number
3	Contract Number
4	CLIN Number as per Schedule of Supply and Services
5	Item Description
6	Part Number
7	Serial Number
8	Quantity
9	Weight and Volume details
10	Box number and number of boxes in the consignment
11	Name and address of the Contractor, Purchaser and Consignor

6.4 CUSTOMS FORMS 302

6.4.1 The Contractor shall be responsible for the timely request of Custom Forms 302, which may facilitate duty free import/export of supplies between EU and Non-EU countries.

6.4.2 The written request for a 302 form shall contain the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract Line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Consignors and Consignee's name and address.
6	Method of shipment, i.e. road, air, sea, etc.
7	Name and address of the freight forwarder
8	POC to receive the Form 302

6.4.1 The Contractor shall ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilised to avoid the payment of Customs Duties. Form 302 must be added to the shipment documents to be provided to the carrier.

6.4.2 Following receipt of the request by the Purchaser, normally ten (10) working days are required for the issue of the form.

6.4.3 These forms shall be originals and must be mailed or delivered by mail/express courier.

6.4.4 If an express courier has to be used by the Purchaser to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.

6.4.5 If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.

6.4.6 Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.

6.4.7 The carrier shall be fully conversant with the application and use of Custom Form 302.

6.4.8 The Contractor shall add the Custom Form 302 to the shipping documentation.

6.4.9 It shall be noted that documents have to be originals which need to be available for the goods to cross Customs.

6.5 NOTICE OF SHIPMENT

6.5.1 Ten (10) working days prior to the delivery of any shipment of supplies, the Contractor shall provide Notice of Shipment to the Purchaser’s ILS Office and request for delivery approval, in accordance with the instruction of the Purchaser. This notice shall be provided electronically and shall include the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract line Item Number (CLIN), designation and quantities
3	Items Description, Quantity and Manufacturer Part Number
4	Destination
5	Number of packages/containers, dimensions and gross weight
6	Consignor’s and Consignee’s name and address
7	Mode of shipment, e.g., road, air sea, etc.
8	Date of shipment
9	Number of the Form 302 used (if required)

6.6 INVENTORY

6.6.1 The Contractor shall provide the full and complete inventory/Material Data Sheet (MDS) of all items and documents to be delivered under this contract at least ten (10) working days before shipment for Purchaser review and approval. It shall contain the following information:

Field	Description
CLIN	Contract Line Item Number (number-10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique.
Nomenclature	Short Item Description (text- 35 digits). Should always start with the main item name followed if possible by a technical specification, followed by the next higher assembly names in hierarchical order, separated by commas. E.g. for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION.
EQRE (XB/ND)	Code (text-2 digits). Defines whether an item is repairable (ND) or not (XB) from a technical point of view.
True Manufacturer Part Number	True Manufacturer P/N (text-32 digits). Part Number given to this item by the original manufacturer.



Field	Description
True Manufacturer Code (or complete name and address)	True Manufacturer Code (text-5 digits). Code of the Company that has manufactured this item. This is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSAs. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.
Vendor/Contractor Code (or complete name and address)	Vendor (Contractor) (text-5 digits). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-digit code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NAMSAs. In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/Contractor Part Number	Vendor (Contractor) P/N (text-32 digits). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item.
QTY ordered	Item Quantity (number-5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e. if it is not delivered built-in in another unit.  In case the item is not ordered as individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "qty in next higher assembly".  Serialized items shall only have a quantity of 1.
Order Unit	Order Unit (text-2 digits). Unit under which the item is sold, e.g. each, set, meter, etc.
Serialized Item Tag	Serialized Items Tag (text-1 digit). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.

Field	Description
Serial Number Software Revision Level	Software Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add SW revision level / version here if appropriate.
Serial Number Hardware Revision Level	Hardware Revision Level (text- 30 digits but can be expanded as necessary) If item carries a serial number and field "serial number" is completed, add HW revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text-to be defined). This field will be used and defined on a case by case basis to be decided by NCIA System Manager, NCIA and the Contractor for other attributes which might be required for a particular system.
Subject to Property Accounting	NDSS-MRCS (text-1 digit). NCIA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCIA.
Currency	Currency (text-3 digits). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.
Price	Item Price (number-11 digits). Unit price with 2 decimals.
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.
Receiving / Inspection Depot	Receiving / Inspection Depot (TXT-2 digits). Information will be provided to Contractor by the Purchaser's ILS Officer. This is the depot to where the vendor ships the material. Normally this depot will receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, the Purchaser will inform the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text-4 digits - to be completed by NCIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text-no limit). Any additional information concerning this item shall be entered here, e.g. technical specifications, configuration, reference to technical drawings or manuals etc....
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text-32 digits) If item is built-in another assembly, indicate part number of that assembly here.
Qty in next higher assembly	Quantity in Next Higher Assembly (number-3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.

Field	Description
Qty installed at Operating Unit (Customer Site)	<p>Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory.</p> <p>For non-serialized items it shows total quantity installed.</p> <p>For serialized items quantity shall only be one per serial number. Use a new line for each serial number.</p>

6.6.2 The Contractor may request an electronic version of the MDS to be provided by the Purchaser at EDC.

6.6.3 In the case that partial shipments are approved by the Purchaser, the Contractor shall make sure that the MDS clearly provides the references to SSS to show the compliance with the order and shall make the requested changes in the document based on Purchaser review.

#### 6.7 TECHNICAL DOCUMENTATION

6.7.1 Each deliverable shall be accompanied with its COTS documentation. This documentation shall be identified in the inventory.

6.7.2 All documentation shall be in the English language.

#### 6.8 WARRANTY & SUPPORT

6.8.1 The Contractor shall cover all devices procured under this contract with a 1 year on-site warranty with Next Business Day service.

6.8.2 The Warranty shall start at the date of Purchaser formal acceptance of the equipment at the destination sites.

6.8.3 The support/warranty shall include cost of parts, travel and per diem and shall not attract extra cost to the Purchaser. This support shall be available to the location stated in the Schedule of Supplies and Services.

6.8.4 The Contractor shall provide detailed handling instructions, including help-desk or other Point of Contact information (Contractor representative), to be contacted in case of a warranty claim. The warranty shall include standard technical telephone and email support.

6.8.5 The Contractor shall be the sole Point of Contact for the initiation of the warranty claims and execution unless otherwise approved by the Purchaser.

6.8.6 The Contractor shall provide shipment address for faulty equipment to the Purchaser. The shipment of faulty equipment to the Contractor is at the expense of the Purchaser. The shipment of repaired or replaced equipment from the Contractor to the Purchaser's place of origin shall be at the expense of the Contractor.

6.8.7 The Contractor shall be aware that, due to NATO security constraints, all failed hard disks/ drives and memory can only be repaired or replaced on-site and

cannot be removed and/ or returned to the Contractor for repair/ exchange. Failed hard disks/ drives and memory will be destroyed on-site by the Purchaser. Failed hard disks/ drives and memory shall therefore be replaced by the Contractor, at no extra cost to the Purchaser.

- 6.8.8 The Contractor shall further be responsible for the provision of any alternatives or superseding items should the original part be no longer available during the Warranty period, ensuring form, fit and functional requirements. In the case of an original items being no longer available, the Contractor shall notify and seek for Purchaser's written approval to provide the alternative items instead.

## 6.9 LABELLING AND MARKING

- 6.9.1 Labelling and marking shall be compliant with STANAG 4281 "NATO Standard Marking for Shipment and Storage" unless specified differently in the requirements of this Contract.

- 6.9.2 The Contractor shall produce labels and label all items furnished under the Contract with the true manufacturer's name (CAGE code), part number and serial number to ensure proper and quick identification of delivered items.

- 6.9.3 The marking shall be as permanent as the normal life expectancy of the material on which it is applied and shall be such as required for ready legibility and identification.

## 6.10 QUALITY ASSURANCE

- 6.10.1 Upon Purchaser request, the Contractor shall provide evidence that the QA/QC organization in his company has sufficient inherent authority and visibility in the overall corporate structure to properly execute the QA Management of a project of this size.

- 6.10.2 Upon Purchaser request, the Contractor shall address the QA/QC he applies to this project and shall describe its internal process for the quality review of the deliverables before their release to the Purchaser.

- 6.10.3 The Contractor shall ensure that the goods meet the following level of quality:

- 6.10.4 All delivered supplies are compliant with the approved technical specifications;

- 6.10.5 All delivered supplies are of the requested type and quantity;

- 6.10.6 All delivered goods are not damaged or defective.

- 6.10.7 The Contractor shall undertake quality control of each batch of equipment prior to shipment and present the report of the checks in a written form together with the shipment of goods.

- 6.10.8 If requested by the Purchaser, the Contractor shall submit the CoC(s) for each item including the replacement parts (equipment or consumables) that are provided under warranty.

## 6.11 SUPPLY CHAIN SECURITY

- 6.11.1 The Contractor shall warrant that all supplies furnished under this Contract are

genuine and free of malicious components, firmware and software.

- 6.11.2 The Contractor shall ensure that all equipment to be delivered are protected from malicious tampering during storage and transportation up to the point of delivery.
- 6.11.3 The Contractor shall confirm in the MDS, per item, that the items to be delivered have been checked for technical integrity and protected from malicious tampering.
- 6.11.4 The Contractor shall also identify in the MDS, per item, the identity of the supplier of the item and the identities of suppliers of major components thereof.
- 6.11.5 The Contractor shall allow and support ad-hoc spot checks and audits by the Purchaser of any of his supply chain security measures at any of the Contractor's locations and facilities used in the Contractor's supply chain relevant to this Contract.
- 6.11.6 The Purchaser reserves the right to reject any equipment delivered which does not conform to the description provided in the MDS or shows evidence of tampering. The Contractor shall replace such rejected goods at no cost to the Purchaser.

## **7 TESTING AND ACCEPTANCE**

### **7.1 Testing**

7.1.1 The Contractor shall execute a Factory Acceptance Test (FAT) to verify:

- (a) The full interoperability and the compatibility of:
- (1) The laptops and desktop computers with an up-to-date Microsoft Windows 10 Enterprise Operating System;
  - (2) The laptops with the PFE HDDE in unkeyed state;
  - (3) Laptops and desktop computers with screens, mice, and keyboards;
  - (4) MFD; and,
  - (5) VTC Suite.
- (b) The correct operation of the DCEP equipment, including keys and buttons, data interfaces, fans, displays, integration of hard drives, cables, power supplies, GPU and CPU usage, batteries etc.,
- (c) The full functionality and performance as required per the SoW Annex A, and
- (d) The TEMPEST compliance.

7.1.2 The Contractor shall provide the (NATO Unclassified) FAT test plan As part of the Project Management Plan in 3.6.

- 7.1.3 The FAT shall be conducted by the Contractor at the Contractor's premises and is subject to Purchaser's approval.
- 7.1.4 The Purchaser has the right to witness the FAT and subsequent testing.
- 7.1.5 To execute the FAT the Contractor shall prepare one piece of IT equipment of each type, equivalent to the IT equipment that the Contractor agreed to deliver under this Contract. On the laptop and the desktop computer the Contractor shall install an up to date Microsoft Windows 10 Enterprise 64 bit Operating System from the original Microsoft installation media (i.e. not using a hardware specific recovery image) and install the latest drivers for the displays, storage media, drives, interfaces, keyboards, mice and any other applicable components inside - or attached to - the laptop and desktop computer. The laptop shall use the PFE HDDE.
- 7.1.6 The FAT tests results shall be documented in a test report which the Contractor shall provide to the Purchaser directly after completion of the FAT.
- 7.1.7 After approval of the FAT test report by the Purchaser and resolution of any issues the Contractor can start the delivery of the IT equipment to the Purchaser.
- 7.1.8 The Contractor shall, before shipment to the Purchaser, ensure the correct operation of each and every piece of IT equipment through Pre-Shipment Inspection (PSI) according to the test plan (as per 7.1(b)), verify TEMPEST compliance, and shipment completeness, and provide the test reports to the Purchaser.
- 7.1.9 The Contractor shall provide a Certificate of Conformance (CoC) from an accredited organization for TEMPEST C compatibility.
- 7.1.10 The Contractor will test the laptops in keyed state after they are delivered to the Contractor at CSSC with the participation of the Contractor representative. This test will be executed within 3 weeks after the delivery of first HDDE installed laptops.

**ANNEX A TECHNICAL SPECIFICATIONS**

**A.1 See separate SRS document**

**ANNEX B ANNEX-B ACRONYMS**

Abbreviation	Content
CLIN	Contract Line Item Number
CIS	Communication and Information System
CoC	Certificate of Conformance
COTS	Commercial Off the Shelf
CSSC	CIS Sustainment Support Centre
DCEP	Deployable Communications and Information Equipment Pool
DCIS	Deployable CIS
dpi	dots per inch
EDC	Effectivity Date of Contract
EMC	Electromagnetic Compatibility
EMSEC	Emission Security
EU	European Union
EUD	End-User Device
FAT	Factory Acceptance Test
FMN	Federated Mission Network
FSA	Final System Acceptance
HDDE	Hard Disk Drive Encryption
ILS	Integrated Logistics Support
IT	Information Technology
KVM	Keyboard-Video-Mouse
MDS	Material Data Sheet
MFD	Multifunction Device
MS	MISSION SECRET
NIAPC	NATO Information Assurance Product Catalogue
NMCRL	NATO Master Cross-Reference List
NU/NS/MS	NATO UNCLASSIFIED
NS	NATO SECRET
OEM	Original Equipment Manufacturer
PFE	Purchaser Furnished Equipment



Abbreviation	Content
POC	Point of Contact
ppm	page per minute
SoW	Statement of Work
SRS	System Requirement Specifications
SSS	Schedule of Supplies and Services
SW	Software
TA	Target Architecture
VTC	Video Teleconference