

NATO UNCLASSIFIED  
(NATO RESTRICTED WHEN PART IV, ANNEX A ATTACHED)

IFB-CO-14786-NRF  
Book I – Bidding Instructions



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

**IFB-CO-14786-NRF**

**Provide Electronic Countermeasure (ECM) Systems  
Against Radio-Controlled Improvised Explosive Devices  
(RCIEDs)**

BOOK I

BIDDING INSTRUCTIONS

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## **SECTION 1 INTRODUCTION**

### **1.1. Purpose and Scope**

- 1.1.1. The purpose of this solicitation is to invite bids for the project to “Provide Electronic Countermeasure (ECM) Systems Against Radio-Controlled Improvised Explosive Devices (RCIEDs)”, a part of the overall project to “Provide a Counter – Improvised Explosive Device (C-IED) Capability Package to the NATO Response Force (NRF)”.
- 1.1.2. The objective is to provide the NRF Deployable Headquarters (HQ) with a Counter-Improvised Explosive Devices (C-IED) protection capability that is flexible, highly deployable, interoperable, scalable and sustainable in all potential NRF scenarios.
- 1.1.3. The project will provide NRF personnel with ECM equipment which is able to inhibit the command and therefore detonation of IEDs within a protection zone. This will provide protection to NRF HQ Entry Control Point (ECP) (Stationary ECM) and to NRF HQ convoys (Vehicular ECM).

### **1.2. Overview of the Prospective Contract**

- 1.2.1. The prospective Contract (Book II) requires the selected Contractor to deliver the ECM capability and associated services. The Contractor shall perform all activities required in Book II Part IV (Statement of Work – SOW) and shall deliver the associated deliverables listed in Book II Part I (Schedule of Supplies and Services – SSS). Final System Acceptance (FSA) for the main implementation contract is scheduled for 12 months after Effective Date of Contract (EDC), with follow-on Operation and Maintenance support options.
- 1.2.2. The Contract will be governed by Book II, Part II (Contract Special Provisions), and Part III (Contract General Provisions).

### **1.3. Governing Rules, Eligibility, and Exclusion Provisions**

- 1.3.1. This solicitation is an International Invitation for Bid (IFB) and is issued in accordance with the procedures for International Competitive Bidding set forth in NATO document AC/4-D/2261 (1996 Edition).
- 1.3.2. Pursuant to these procedures, bidding is restricted to companies from participating NATO member countries for which a Declaration of Eligibility has been issued by their respective government authorities.

**1.4. Security**

- 1.4.1. The security classification of this IFB is “NATO UNCLASSIFIED” when separated from Book II, Part IV, SOW – Annex A SRS (NR) – otherwise the classification is “NATO RESTRICTED”.
- 1.4.2. Contractor personnel that will work at NATO sites are required to hold a security clearance of “NATO SECRET”. Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer in accordance with the specific instructions contained in this IFB, will be denied access to the site. Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of the schedule, nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser under the Prospective Contract.
- 1.4.3. The Contractor will be required to handle and store classified material to the level of “NATO RESTRICTED”.
- 1.4.4. All NATO classified material entrusted to the Contractor under the Prospective Contract shall be handled and safeguarded in accordance with applicable security regulations. The Contractor shall be required to possess a facility clearance of "NATO RESTRICTED" for those sites in which he intends to handle and store NATO classified material in the conduct of work under the Prospective Contract. This requirement applies also to facilities and personnel involved in this project as a result of subcontracts issued by the Contractor for effort under the Prospective Contract.
- 1.4.5. Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's Offer to be non-compliant and offer the Contract to the next ranking Bidder. In such a case, the Bidder who would not sign the Contract shall be liable for forfeiture of the Bid Guarantee.

**1.5. Bidders Conference**

- 1.5.1. There will be no Bidders Conference held for this procurement.

**1.6. Documentation**

- 1.6.1. All documentation, including the IFB itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this IFB. They are to be safeguarded at the appropriate level according to their classification and reference documents are provided “as is”, without any warranty as to quality or accuracy.

## **SECTION 2 GENERAL BIDDING INFORMATION**

### **2.1. Definitions**

2.1.1. In addition to the definitions and acronyms set forth in the Contract Special Provisions (Part II) and Contract General Provisions (Part III) of the prospective Contract, the following terms and acronyms, as used in this Invitation for Bid shall have the meanings specified below:

- 2.1.1.1. "Bidder": a firm, consortium, or joint venture which submits an offer in response to this solicitation. Bidders are at liberty to constitute themselves into any form of Contractual arrangements or legal entity they desire, bearing in mind that in consortium-type arrangements a single judicial personality shall be established to represent that legal entity. A legal entity, such as an individual, Partnership or Corporation, herein referred to as the "Principal Contractor", shall represent all members of the consortium with the NCI Agency and/or NATO. The "Principal Contractor" shall be vested with full power and authority to act on behalf of all members of the consortium, within the prescribed powers stated in an irrevocable Power of Attorney issued to the "Principal Contractor" by all members associated with the consortium. Evidence of authority to act on behalf of the consortium by the "Principal Contractor" shall be enclosed and sent with the Bid. Failure to furnish proof of authority shall be a reason for the Bid being declared non-compliant.
- 2.1.1.2. "Compliance": strict conformity to the requirements and standards specified in this IFB and its attachments.
- 2.1.1.3. "Contractor": the awardee of this solicitation of offers, who shall be responsible for the fulfilment of the requirements established in the prospective Contract.
- 2.1.1.4. "Firm of a Participating Country": a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.
- 2.1.1.5. "IFB": Invitation for Bid.
- 2.1.1.6. "Participating Country": any of the NATO nations, namely, (in alphabetical order): Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Montenegro, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Turkey, The United Kingdom and The United States.

- 2.1.1.7. “Purchaser”: NATO Communications and Information Agency (NCI Agency) or its legal successor.
- 2.1.1.8. “Quotation” or “Bid”: a binding offer to perform the work specified in the attached prospective Contract (Book II).

## **2.2. Eligibility and Origin of Equipment and Services**

- 2.2.1. Only firms from Participating Countries (as specified in paragraph 2.1.1.6), which have been nominated to the NCI Agency by their respective National Delegations, are eligible to engage in this competitive bidding process. In addition, all contractors, sub-contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.2. None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.
- 2.2.3. No materials 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.
- 2.2.4. Unless otherwise authorised by the terms of the prospective Contract, the Intellectual Property Rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member community.

## **2.3. Bid Delivery and Bid Closing**

- 2.3.1. All Bids shall be in the possession of the Purchaser at the email address given below on or before 12:00 pm / **1200 hours (Brussels Time) on 5 October 2018**, at which time and date bidding shall be closed.
- 2.3.2. Bids shall be delivered to the following e-mail address, which will generate an automatic confirmation of receipt:

[IFB-CO-14786-NRF.Bids@ncia.nato.int](mailto:IFB-CO-14786-NRF.Bids@ncia.nato.int)

### **2.3.3. Late Bids**

- 2.3.3.1. Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "Late Bids" and shall not be considered for award. Such Bids will remain unopened unless the

Purchaser can determine that the Bid in question meets the criteria for consideration as specified below.

2.3.3.2. *Consideration of Late Bid* – The Purchaser considers that it is the responsibility of the Bidder to ensure that the Bid submission arrives by the specified Bid Closing time. A late Bid shall only be considered for award under the following circumstances:

2.3.3.2.1. A Contract has not already been awarded pursuant to the Invitation for Bid, and;

2.3.3.2.2. The Bid was sent to the email address specified in the IFB and the delay was solely the fault of the Purchaser.

#### **2.4. Requests for Extension of Bid Closing Date**

2.4.1. In accordance with document AC/4 D/2261 (1996 Edition) requests for extensions of the Bid Closing Date may be submitted to the Purchaser only by the Delegation of the country of origin of a Bidder or by that country's Embassy.

2.4.2. Any such request for extension must be submitted by the respective Delegation or Embassy to the Purchaser Point of Contact identified in paragraph 2.5 below no later than fourteen (14) calendar days prior to the established Bid Closing Date.

2.4.3. Bidders are advised to submit their request to their respective NATO Delegation or Embassy in sufficient time as to allow for delivery of the formal request to the Purchaser within the above time limit.

2.4.4. Extension(s) of the Bid Closing Date will be notified through issuance of formal Amendments to the IFB.

#### **2.5. Purchaser's Point of Contact**

The Purchaser point of contact for all information concerning this IFB is:

NATO Communications and Information Agency  
Acquisition Directorate  
Boulevard Léopold III  
1110 Brussels, Belgium  
Attention: Mr. Dan Gaertner, Senior Contracting Officer  
Tel: +32 2 707 8266  
Bid Delivery:

[IFB-CO-14786-NRF.Bids@ncia.nato.int](mailto:IFB-CO-14786-NRF.Bids@ncia.nato.int)

Questions/Clarifications:

[daniel.gaertner@ncia.nato.int](mailto:daniel.gaertner@ncia.nato.int)

Bid Passwords:

[NCIA.Bid.Passwords@ncia.nato.int](mailto:NCIA.Bid.Passwords@ncia.nato.int)

Bid Guarantee:

[TreasuryVendorBank.Finance@ncia.nato.int](mailto:TreasuryVendorBank.Finance@ncia.nato.int)

## **2.6. Request for IFB Clarifications**

- 2.6.1. Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.
- 2.6.2. All requests for clarification shall be forwarded to the Purchaser using the Clarification Request Forms provided at Annex D of this Book I. Bidders are required to keep the classification of their request NATO Unclassified. Such requests shall be emailed to the point of contact specified in paragraph 2.5 above and shall arrive not later than twenty-eight (28) calendar days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests for clarification submitted after this time.
- 2.6.3. Requests for clarification must address the totality of the concerns of the Bidder, as the Bidder will not be permitted to revisit areas of the IFB for additional clarification except as noted in 2.6.4 below.
- 2.6.4. Additional requests for clarification are limited only to the information provided as answers by the Purchaser to Bidder requests for clarification. Such additional requests shall arrive not later than fourteen (14) calendar days before the established Bid Closing Date. The Purchaser is under no obligation to answer requests for clarification submitted after this time.
- 2.6.5. The Purchaser may provide for a re-wording of questions and requests for clarification where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.6.6. Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation.
- 2.6.7. Except as provided above, all questions will be answered by the Purchaser and the questions and answers (but not the identity of the questioner) will be issued in writing to all prospective Bidders.

- 2.6.8. Where the extent of the changes implied by the response to a clarification request is of such a magnitude that the Purchaser deems necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a formal IFB amendment pursuant to AC/4-D/2261 and in accordance with paragraph 2.8 below.
- 2.6.9. The Purchaser reserves the right to reject questions and clarification requests clearly devised or submitted for the purpose of artificially obtaining an extension of the bidding time (i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested).
- 2.6.10. The published responses issued by the Purchaser shall be regarded as the authoritative interpretation of the Invitation for Bid. Any amendment to the language of the IFB included in the answers will be issued as an IFB Amendment and shall be incorporated by the Bidder in his offer.

## **2.7. Requests for Waivers and Deviations**

- 2.7.1. Bidders are informed that requests for alteration to, waivers or deviations from the terms and conditions of this IFB and attached prospective Contract (Book II) will not be considered after the request for clarification process. Requests for alterations to the other requirements, terms or conditions of the Invitation for Bid or the prospective Contract may only be considered as part of the clarification process set forth in paragraph 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Bid as submitted may be regarded by the Purchaser as a qualification or condition of the Bid and may be grounds for a determination of non-compliance.

## **2.8. Amendment of the Invitation for Bid**

- 2.8.1. The Purchaser may amend the IFB at any time prior to the Bid Closing Date. Any and all changes will be transmitted to all Bidders by an official amendment designated as such and signed by the Purchaser. This process may be part of the clarification procedures set forth in paragraph 2.6 above or may be an independent action on the part of the Purchaser.
- 2.8.2. All such IFB amendments issued by the Purchaser shall be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments" certificate at Annex B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be administratively non-compliant.

- 2.8.3. The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a Bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at its discretion and such extension will be set forth in the amendment.

**2.9. Modification and Withdrawal of Bids**

- 2.9.1. Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the Bid Closing Date as detailed in paragraph 2.3. Such modifications will be considered as an integral part of the submitted Bid.
- 2.9.2. Modifications to Bids which arrive after the Bid Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure detailed in paragraph 2.3.4, except that unlike a "Late Bid", the Purchaser will retain the modification until a selection is made. A modification to a Bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified Bid, the modification may then be opened. If the modification makes the terms of the Bid more favourable to the Purchaser, the modified Bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the Bid submitted and disregard the late modification.
- 2.9.3. A Bidder may withdraw its Bid at any time prior to Bid Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the Bid and subsequently remove the Bid from the Purchaser's premises.
- 2.9.4. Except as provided in paragraph 2.10.4.2 below, a Bidder may withdraw its Bid after Bid Opening only by forfeiture of the Bid Guarantee.

**2.10. Bid Validity**

- 2.10.1. Bidders shall be bound by the term of their Bid for a period of twelve (12) months starting from the Bid Closing Date specified in paragraph 2.3.1 above.
- 2.10.2. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-4. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

- 2.10.3. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all Bids which remain under consideration for award.
- 2.10.4. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
- 2.10.4.1. Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Bid Guarantee and Certificate of Bid Validity extended accordingly; or
  - 2.10.4.2. Refuse this extension of time and withdraw the Bid, in which case the Purchaser will return to the Bidder its Bid Guarantee in the full amount without penalty.
- 2.10.5. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request.

**2.11. Bid Guarantee**

- 2.11.1. The Bid Guarantee shall be submitted by email to the Purchaser either directly by a banking institution or from the Bidder to the email address specified in section 2.5. In either case, the Bidder shall provide an additional copy of the Bid Guarantee in the Bid Administration Volume. No hard copy (paper copy) of the Bid Guarantee is required.
- 2.11.2. The Bidder shall furnish with his Bid a guarantee in an amount equal to Sixty Thousand Euro (€60,000). The Bid Guarantee shall be substantially similar to Annex C as an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI AGENCY at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NATO CI Agency.
- 2.11.3. Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If the latter method is selected, Bidders are informed that

- the Purchaser will cash the cheque on the Bid Closing Date or as soon as possible thereafter.
- 2.11.4. If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.
- 2.11.5. Failure to furnish the required Bid Guarantee in the proper amount, and/or in the proper form and/or for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.
- 2.11.6. The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:
- 2.11.6.1. The Bidder has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection the compliant Bid as the Lowest Compliant Bid, withdraws his Bid, or states that he does not consider his Bid valid or agree to be bound by his Bid, or
  - 2.11.6.2. The Bidder has submitted a compliant Bid determined by the Agency to be the Lowest Compliant Bid, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid.
  - 2.11.6.3. The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time,
  - 2.11.6.4. The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.
- 2.11.7. Bid Guarantees will be returned to Bidders as follows:
- 2.11.7.1. To non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant Bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);
  - 2.11.7.2. To all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;

2.11.7.3. To the successful Bidder upon submission of the Performance Guarantee required by the Contract or, if there is no requirement for such a Performance Guarantee, upon Contract execution by both parties.

2.11.7.4. pursuant to paragraph 2.10.4.2 above.

2.11.8. "Standby Letter of Credit" or "SLC" as used herein, means a written commitment by a Belgian financial institution either on its own behalf or as a confirmation of the Standby Letter of Credit issued by a non-Belgian bank to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Purchaser of a written demand therefore. Neither the financial institution nor the Contractor can revoke or condition the Standby Letter of Credit. The term "Belgian financial institution" includes non-Belgian financial institutions licensed to operate in Belgium,

## **2.12. Cancellation of Invitation for Bid**

2.12.1. The Purchaser may cancel, suspend or withdraw for re-issue at a later date this IFB at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a Bid in response to this IFB.

## **2.13. Electronic Transmission of Information and Data**

2.13.1. The Purchaser will communicate answers to requests for clarification and amendments to this IFB to the prospective Bidders as soon as practicable.

2.13.2. Bidders are cautioned that electronic transmission of documentation which contains classified information is not permissible.

## **2.14. Supplemental Agreements**

2.14.1. Bidders are required, in accordance with the certificate at Annex B-7 of these Instructions to Bidders, to disclose any prospective Supplemental Agreements that are required by national governments to be executed by NATO/ NCI AGENCY as a condition of Contract performance.

2.14.2. Supplemental Agreements are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end user agreements or undertakings.

2.14.3. Bidders are cautioned that failure to provide full disclosure of the anticipated requirements and the terms thereof, to the best of the Bidder's knowledge and experience, may result in the Purchaser withholding award of the Contract or cancelling an executed Contract if it is discovered that the terms of such Supplemental Agreements contradict salient conditions of the Prospective Contract to the extent that either key objectives cannot be accomplished or basic Contract principles and Purchaser rights have been abridged.

**2.15. Notice of Limitations on Use of Intellectual Property Delivered to the Purchaser**

2.15.1. Bidders are instructed to review Article 9, *Intellectual Property*, of the Contract Special Provisions set forth Part II of Book II herein and Clause 30, *Intellectual Property*, of the Contract General Provisions set forth Part III of Book II herein. These Clauses set forth the definitions, terms and conditions regarding the rights of the Parties concerning Intellectual Property developed and/or delivered under this Contract or used as a basis of development under this Contract.

2.15.2. Bidders are required to disclose, in accordance with Annex B-10 and Annex B-11, the Intellectual Property proposed to be used by the Bidder that will be delivered with either Background Intellectual Property Rights or Third Party Intellectual Property Rights. Bidders are required to identify such Intellectual Property and the basis on which the claim of Background or Third Party Intellectual Property is made.

2.15.3. Bidders are further required to identify any restrictions on Purchaser use of the Intellectual Property that is not in accordance with the definitions and rights set forth in Clause 30 of the Contract General Provisions, or any other provision of the Contract concerning use or dissemination of such Intellectual Property.

2.15.4. Bidders are reminded that restrictions on use or dissemination of Intellectual Property conflicting with Article 9 of the Contract Special Provisions, Clause 30 of the Contract General Provisions or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall result in a determination of a non-compliant Bid.

**2.16. Mandatory Quality Assurance and Quality Control Standards**

2.16.1. Bidders are requested to note that, in accordance with the Certificate at Annex B-8 hereto, Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the

requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2008, or an equivalent QA/QC regime.

- 2.16.2. Bidders shall further demonstrate that such regime is applied within the Bidder's internal organisation, as well as extended to its relationships with Subcontractors.
- 2.16.3. If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2008, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-8 in the Bid Administration Volume.
- 2.16.4. Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of non-compliance for the submitted Bid.

## **SECTION 3            BID PREPARATION INSTRUCTIONS**

### **3.1.     General**

- 3.1.1.        Bidders shall prepare and submit their bid in accordance with the requirements and format set forth in this IFB. Compliance with all bid submission requirements is mandatory. Failure to submit a bid in conformance with the stated requirements may result in a determination of non-compliance by the Purchaser and the elimination of the bid from further consideration.
- 3.1.2.        Bidders shall not simply restate the IFB requirements. A bid shall demonstrate that a Bidder understands the terms, conditions and requirements of the IFB and its ability to provide all the services and deliverables listed in the Schedules of the prospective contract.
- 3.1.3.        Bidders are informed that the quality, thoroughness and clarity of the Bid will affect the overall scoring of the bid. Although the Purchaser may request clarification of the bid, it is not required to do so and may make its determination on the content of the bid as written. Therefore, Bidders shall assume that inconsistencies, omissions, errors, lack of detail and other qualitative deficiencies in the submitted Bid will have a negative impact on the evaluation.
- 3.1.4.        Partial bids and/or bids containing conditional statements will be declared non-compliant.
- 3.1.5.        Bidders are advised that the Purchaser reserves the right to incorporate the successful Bidder's offer in whole or in part by reference in the resulting contract.
- 3.1.6.        The specific format for each volume is stated in paragraph 3.2.1.
- 3.1.7.        All documentation submitted as part of the bid shall be classified no higher than "NATO UNCLASSIFIED".
- 3.1.8.        All notices and communications regarding this IFB shall be written and conducted in English. All documentation submitted as part of the bid shall be in English.

### 3.2. Bid Package Content

3.2.1. The complete bid submission shall consist of three distinct volumes, delivered by email, as shown in the following table.

Volume	Format and Quantity Details
I: Bid Administration	<p>1 .ZIP File Submitted by Email, which includes:</p> <ul style="list-style-type: none"><li>• 1 Scanned PDF file, with physical (non-digital) signatures<ul style="list-style-type: none"><li>➤ This volume shall not be password-protected.</li><li>➤ All of the required contents are outlined in Section 3.4</li></ul></li></ul>
II: Price	<p>1 .ZIP File Submitted by Email, which includes:</p> <ul style="list-style-type: none"><li>• 1 Excel file, using the Bidding Sheets template provided<ul style="list-style-type: none"><li>➤ This volume may be password-protected.</li><li>➤ All of the required contents are outlined in Section 3.5</li></ul></li></ul>
III: Technical	<p>1 .ZIP File Submitted by Email, which includes:</p> <ul style="list-style-type: none"><li>• 1 PDF file that includes:<ul style="list-style-type: none"><li>○ Part 1, Bidder Qualifications</li><li>○ Part 2, Management and Control Plan</li><li>○ Part 3, Initial System/Subsystem Design Description (SSDD)</li></ul></li><li>➤ If necessary, the technical volume may be separated into more than one email.</li><li>➤ This volume may be password-protected.</li><li>➤ All of the required contents are outlined in Section 3.6</li></ul>
Bid Guarantee	1 PDF File, Submitted by Email directly to the Purchaser Treasury email address stated in Section 2.5

3.2.2. All emails submitted shall be less than 20 MB.

### 3.3. Package Marking

3.3.1. The proposal shall be sent via three separate e-mails to the Bid Delivery email address specified in section 2.5. The e-mails shall have the following subject lines:

- IFB-CO-14786-NRF Official Bid for *Company Name*, Volume I – Bid Administration, for Dan Gaertner

- IFB-CO-14786-NRF Official Bid for *Company Name*, Volume II – Price, for Dan Gaertner
  - IFB-CO-14786-NRF Official Bid for *Company Name*, Volume III – Technical, for Dan Gaertner (*if necessary: email 1 of 2 / email 2 of 2*)
- 3.3.2. The Bid Guarantee shall be sent by email to the email address specified in section 2.5. This email should clearly reference the company name and IFB number.
- 3.3.3. Any passwords used to protect the electronic files shall be sent in one email to the email address specified in section 2.5. This email should clearly state the company name, IFB number, volume and file name to which each password applies (if multiple passwords are used).
- 3.3.4. The individual electronic files sent by email shall have the following names:
- 3.3.4.1. Volume I:
    - IFB-CO-14786-NRF Official Bid for *Company Name*, Volume I – Bid Administration
  - 3.3.4.2. Volume II:
    - IFB-CO-14786-NRF Official Bid for *Company Name*, Volume II – Price
  - 3.3.4.3. Volume III:
    - IFB-CO-14786-NRF Official Bid for *Company Name*, Volume III – Technical
- 3.3.5. Detailed requirements for the structure and content of each of these volumes are contained in these Bidding Instructions.

**3.4. Volume I: Bid Administration**

3.4.1. This volume is comprised of:

- One emailed PDF file inclusive of all of the required documents;
- One emailed copy of the Bid Guarantee submitted directly to the Purchaser Treasury office.

3.4.2. No information disclosing or contributing to disclose the bid price shall be made part of the Bid Administration volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.

3.4.3. As explained in section 2.11, the Bid Guarantee shall be sent directly to the Purchaser Treasury email address specified in section 2.5. Additionally, a copy of the Bid Guarantee shall be included in this volume. A hard copy (paper copy) of the Bid Guarantee is not required. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extensions in the Bid Closing Date.

3.4.4. The volume shall include the certificates set forth in the Annex to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:

3.4.4.1. Annex B-1 (Certificate of Legal Name of Bidder)

3.4.4.2. Annex B-2 (Acknowledgement of Receipt of IFB Amendments)

3.4.4.3. Annex B-3 (Certificate of Independent Determination)

3.4.4.4. Annex B-4 (Certificate of Bid Validity)

3.4.4.5. Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges)

3.4.4.6. Annex B-6 (Comprehension and Acceptance of Contract Special and General Provisions)

3.4.4.7. Annex B-7 (Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable.

3.4.4.8. Annex B-8 (Certificate of Compliance AQAP 2110 or ISO 9001:2008 or Equivalent) with a copy of the relevant quality certification attached to it.

3.4.4.9. Annex B-9 (List of Prospective Subcontractors)

3.4.4.10. Annex B-10 (Bidder Background IPR)

- 3.4.4.11. Annex B-11 (List of Subcontractor IPR)
- 3.4.4.12. Annex B-12 (Certificate of Origin of Equipment, Services, and Intellectual Property)
- 3.4.4.13. Annex B-13 (List of Proposed Key Personnel)
- 3.4.4.14. Annex B-14 (Certificate of Price Ceiling)
- 3.4.4.15. Annex B-15 (Certificate of Security Clearance)

### 3.5. Volume II: Price

3.5.1. This volume is comprised of:

- The completed Bidding Sheets (Excel), submitted by email.

3.5.1.1. The Bidding Sheets submitted by email must contain the completed Excel file contained provided with this IFB as “03-IFB-CO-14786-NRF-Book I-Bidding Sheets”.

3.5.1.2. The Schedule of Supplies and Services, “04-IFB-CO-14786-NRF-Book II-Part I-SSS” will be completed by the Purchaser prior to contract award and does not need to be completed as part of the Bid.

3.5.2. General Rules

3.5.2.1. Bidders are advised that the total price for CLINs 1 through 4 shall not exceed a ceiling of EUR 1,244,358. Bids submitted in excess of this figure may be determined to be non-compliant and eliminated from further consideration.

3.5.2.2. Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred to in paragraph 3.5.1.1 above, in accordance with the instructions specified in **Error! Reference source not found..**

3.5.2.3. The structure of the Bidding Sheets shall not be changed, other than as indicated elsewhere, nor should any quantity or item description in the Bidding Sheets. The currency(ies) of each Contract Line Item and sub-item shall be shown. The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW and SRS.

3.5.2.4. Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets. This includes Firm Fixed Prices for all optional CLINs.

3.5.2.5. Offered prices shall not be “conditional” in nature. Any comments supplied in the Bidding Sheets which are conditional in nature, relative to the offered prices, may result in a determination that the Bid is non-compliant.

3.5.2.6. Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser’s favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.

- 3.5.2.7. Bidders shall quote in their own national currency or in EURO. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- 3.5.2.7.1. The currency is of a "participating country" in the project, and
  - 3.5.2.7.2. The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major subcontracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.5.2.8. The Purchaser, by virtue of his status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct and indirect taxes (incl. VAT) and all customs duties on merchandise imported or exported.
- 3.5.2.9. Bidders shall therefore exclude from their price Bid all taxes, duties and customs charges from which the Purchaser is exempted by international agreement and are required to certify that they have done so through execution of the Certificate at Annex B-5.
- 3.5.2.10. Unless otherwise specified in the instructions for the preparation of Bidding Sheets in Annex A, all prices quoted in the proposal shall be on the basis that all deliverable items shall be delivered "Delivery Duty Paid (DDP)" in accordance with the International Chamber of Commerce INCOTERMS ® 2010.
- 3.5.2.11. The Bidder's attention is directed to the fact that the Price Volume shall contain no document and/or information other than the priced copies of the Bidding Sheets, and a PDF copy of the Offer Summary tab. Any other document will not be considered for evaluation.

**3.6. Volume III: Technical**

- 3.6.1. This volume is comprised of one .ZIP file submitted by email, which contains all of the various parts described in this section:
- 3.6.1.1. Table of Contents, as described in section 3.6.5.
  - 3.6.1.2. Executive Summary, as described in section 3.6.6.
  - 3.6.1.3. Part 1: Bidder Qualifications, as described in section 3.6.7.
  - 3.6.1.4. Part 2: Management and Control Plan, as described in section 3.6.8.
  - 3.6.1.5. Part 3: Initial System/Subsystem Design Description (SSDD), as described in section 3.6.9.
- 3.6.2. No information disclosing or contributing to disclose the bid price shall be made part of the Technical Volume. Failure to abide to this prescription shall result in the bid being declared non-compliant.
- 3.6.3. It is of utmost importance that Bidders respond to all of the technical requirements contained in the IFB Statement of Work (including all Annexes) and all the bidding instructions, not only with an affirmation of compliance but also with an explanation of how each requirement will be met.
- 3.6.4. Font Type and Size: “Times New Roman” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.
- 3.6.5. **Table of Contents**
- 3.6.5.1. Bidders shall compile a detailed Table of Contents which lists not only the Section Headings but also the major sub-sections and the topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.
- 3.6.6. **Executive Summary**
- 3.6.6.1. Bidders shall provide an overview of the salient features of their technical proposal in form of an executive summary. This summary shall demonstrate the Bidder understands the project, the implementation environment and the risks involved.
- 3.6.7. **Part 1: Bidder Qualifications**
- 3.6.7.1. Sub-Contractors: The Bidder shall provide a sub-section which identifies its major proposed sub-contractors for the Project. Major proposed sub-

contractors, for purposes of this sub-section, refer to the criteria set forth in the General Provision of the Prospective Contract entitled “Sub-Contracts”. The Bidder shall identify the firm, the nation of origin, the estimated value of the sub-contract and the major items (assemblies, sub-assemblies) or services that the proposed sub-contractor will be required to furnish.

- 3.6.7.2. With regard to major sub-contracts, the Bidder shall identify those items which are sub-contracted (deliverables, with exact reference to the Schedule of Supplies and Services) which are considered to be on the “Critical Path” to meeting the delivery schedule of the Contract. The Bidder shall provide a description of possible alternative sources of supply should the selected sub-contractor fail to deliver the required items within the time schedule.
- 3.6.7.3. Corporate experience: The Bidder shall detail relevant and successful corporate experience in at least one (1) recent contract within the last six (6) years for which the Bidder designed and delivered similar ECM Systems against RC-IED, with at least one for a government or military customer. The Bidder shall provide for each reference at least: a description of the solution deployed/delivered, highlighting similarities to the bid solution; the purchaser(s) of these systems; the user(s) of these systems; the Contract number(s); the start date and end date of the Contract; a point of contact for verification purposes.
- 3.6.7.4. The Bidder shall provide a discussion of the corporate (Bidder and identified sub-Bidders) and individual assignments, roles and capabilities demonstrating not only adequate and appropriate business and technical corporate resources, but also the necessary experiences to support the Project lifecycle and the System lifecycle.
- 3.6.7.5. The Bid shall provide relevant experience and expertise in developing / delivering / integrating:
  - 3.6.7.5.1. Security Documentation;
  - 3.6.7.5.2. Equipment to Military Operations or similar environments;
  - 3.6.7.5.3. Training.
- 3.6.7.6. Bidder shall further specify where adaptation of existing solutions delivered under previous contract(s) is being used by the proposed solution in order to minimize the cost of the Bid without compromise in quality. The Bidder shall indicate whether the production line for such supplies/solutions is still open, and if not, how long it may take to start up production.

- 3.6.7.7. Key Personnel Proposal: the Bidder shall provide curriculum vitae for the Project Manager proposed for this project and also the Technical Lead (SOW 2.2).
- 3.6.7.8. The Bidder shall provide a narrative describing the rationale for the selection of these individuals for these posts and provide detailed descriptions of the experience of the individuals. This shall include demonstration of the Project Manager's recent (within than 2 years) experience as the designated leader of project of similar size and scope, the Technical Lead's familiarity with the equipment contained within the bid. This subsection shall also describe the authority and responsibility (and the limits when Sub-Contractors are involved) of the Project Manager within the overall corporate organisation, including the circumstances at which the Project Manager must refer decision making authority to the next level of Corporate management.
- 3.6.8. **Part 2: Project Implementation Plan (PIP)**
- 3.6.8.1. The Bidder shall include a complete Project Implementation Plan that defines the Bidder's strategy to manage this project from contract signature throughout the Final System Acceptance, including any warranty periods, in accordance with the requirements in the SOW, Section 2.3. This Project Implementation Plan shall include all sections and Annexes as specified in the SOW, Section 2.3.
- 3.6.9. **Part 3: Initial System/Subsystem Design Description (SSDD) (CDD)**
- 3.6.9.1. The Bidder shall submit an initial version of the SSDD specified in the Section 3.4 of the SOW. This initial version shall sufficiently demonstrate how the system as delivered shall meet all of the requirements as set forth in the SOW.
- 3.6.9.2. It shall include a functional network diagram of all major hardware and software types.
- 3.6.9.3. It shall indicate the type of hardware included and the quantities thereof.
- 3.6.9.4. It shall demonstrate how the capability will meet the availability requirements in the SOW Annex A (System Requirements Specification – SRS).
- 3.6.9.5. It shall state the name and manufacturer of all proposed software components.

- 3.6.9.6. It shall explain how each proposed equipment component meets the COTS requirements within the SOW (including Annex A - SRS).

## **SECTION 4 BID EVALUATION PROCESS AND CRITERIA**

### **4.1. General**

- 4.1.1. The evaluation of bids will be made by the Purchaser solely on the basis of the requirements specified in this IFB.
- 4.1.2. The evaluation of Bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in his Bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the Bid. Documents included by reference only will not be considered.
- 4.1.3. To ensure that sufficient information is available, the Bidder shall furnish with his Bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.
- 4.1.4. During the evaluation, the Purchaser may request clarification of the Bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the Bid regarding technical matters and shall not make any change to its price quotation at any time.
- 4.1.5. The Bidder's prompt response to the Purchaser's clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests (minimum 24 hours next working day) may cause the Bid to be deemed non-compliant.
- 4.1.6. The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities, by making a physical inspection of the Bidder's facilities and capital assets and by interviewing Bidders proposed Key Personnel. Physical inspections and interviews shall also apply to assertions in the proposal made on behalf of proposed Subcontractors. The Bidder shall

be responsible for providing prompt access to his own or Subcontractors' facilities and personnel.

- 4.1.7. The contract resulting from this IFB will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced Bid in compliance with the requirements of this IFB. The evaluation will be conducted in accordance with NATO Infrastructure Bidding Procedures as set forth in document AC/4-D/2261 (1996 Edition) as supplemented by the Purchaser's source selection procedures. Evaluation of this IFB will be conducted in accordance with the "One Envelope" procedure in which the Bid Administration part and Price Quotation of each Bidder is evaluated first, and only the Technical Proposal of the apparent lowest priced Bid is evaluated for compliance with the technical requirements of the IFB. Bidders that are determined to have submitted non-compliant Bids will be so notified and will have an opportunity, via their National Delegation, to challenge such a determination in accordance with the NATO Infrastructure Bidding Procedures. In such a case the Technical Proposal of the Bidder who has submitted the apparent second lowest priced Bid will be evaluated. If necessary, this procedure will be repeated until a fully compliant Bid has been determined. The compliant Bidder who has been determined to have offered the lowest priced, technically compliant Bid will be offered the Contract for award.
- 4.1.8. Failure to satisfy any of the Bidding requirements may result in a determination of non-compliance for the entire Bid.

## **4.2. Evaluation Procedure**

- 4.2.1. The evaluation will be done in a three step process, as summarized below and elaborated on in sections 4.3 - 4.4.
- 4.2.1.1. **Step 1: Administrative Compliance**  
Bids received will be reviewed for compliance with the mandatory administrative requirements specified in section 4.3. Bids not meeting all of the mandatory administrative requirements may be determined to be non-compliant and not considered for further evaluation.
- 4.2.1.2. **Step 2: Price Evaluations**  
The Price volumes will be opened and evaluated in accordance with section 4.4.
- 4.2.1.3. **Step 3: Technical Evaluation**  
In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Proposal which has addressed all requirements as detailed

in the Bidding Instructions at section 3.6 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy.

### **4.3. Evaluation Step 1 – Administrative Compliance**

- 4.3.1. Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the Bid Administration Volume. The evaluation of the Bid Administration Volume will be made on its completeness, conformity and compliance to the requested information. Specifically, the following requirements shall be verified:
  - 4.3.1.1. The Bid was received by the Bid Closing Date and Time,
  - 4.3.1.2. The Bid is packaged and marked properly,
  - 4.3.1.3. The Bid Administration Volume contains the documentation listed in paragraph 3.4 above and complies with the formal requirements established in paragraph 3.1 above.
  - 4.3.1.4. The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work.
- 4.3.2. A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.3. Bids that are determined to be administratively compliant will proceed to Step 2, Price Evaluation.
- 4.3.4. Notwithstanding paragraph 4.3.3, if it is later discovered in the evaluation of the Bid Administration Volume, Technical Volume or the Price Volume that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned his offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Bid at the point in time of discovery.

#### **4.4. Evaluation Step 2 – Price Evaluation**

- 4.4.1. The Bidder's Price Quotation will be first assessed for compliance against the requirements for preparation and submission of the Price Quotation set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in Annex A.
- 4.4.1.1. The Bidder has furnished Firm-Fixed Prices for all items listed.
  - 4.4.1.2. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets, as well as compliance with the requirements for preparation and submission of the Price Quotation as set forth in Section 3 and Annex B.
  - 4.4.1.3. Bid prices include all costs for items supplied, delivered, and supported.
  - 4.4.1.4. All prices have been accurately entered into appropriate columns, and accurately totalled.
  - 4.4.1.5. The Bidder has provided accurate unit prices (where required) and total prices for each line item and each of the sub-items it added (if any).
  - 4.4.1.6. The grand total is accurate.
  - 4.4.1.7. The currency (€, \$, £, etc.) of all line items has been clearly indicated.
  - 4.4.1.8. The Bidder has quoted in his own national currency or in the host nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of section 3.5.2.7 are met.
  - 4.4.1.9. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, he has excluded from his prices all taxes, duties and customs charges from which the Purchaser has been exempted (note sections 3.5.2.8 and 3.5.2.9).
  - 4.4.1.10. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
- 4.4.2. Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.
- 4.4.3. The Price Quotation meets requirements for price realism and balance as described below in paragraph 4.4.6.

4.4.4. A Bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.4.5. Basis of Price Comparison / Determination of Lowest Price

4.4.5.1. The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.

4.4.5.2. The determination of the lowest Firm-Fixed Price bid will be based on the total of CLIN 1 through CLIN 7 in the Annex B - Bidding Sheets as listed below:

CLIN Number	CLIN Name
1.0	ECM Systems Against RCIED
2.0	Training
3.0	Documentation, Project Management and ILS
4.0	Warranty and Support
5.0	Option: Fill development
6.0	Option: ECM systems against RCIED
7.0	Option: Warranty and Support (O&M) - CLIN 1

4.4.5.3. CLINs 8.0 – 10.0 are not included in the calculation of the total bid price.

4.4.6. Price Balance and Realism

4.4.6.1. In those cases in which the prices quoted in relation with this Invitation for bid appear to be unreasonably low in relation to the performance required under the prospective Contract and/or the level of effort associated with the tasks, the Purchaser will reserve the right to request the Bidder clarifications aimed to demonstrate the rationale for such circumstances.

4.4.6.2. Indicators of an unrealistically low bid may be the following, amongst others:

4.4.6.2.1. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder's locality for the types of labour proposed.

- 4.4.6.2.2. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- 4.4.6.2.3. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- 4.4.6.3. If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure Contract award, the Purchaser will request clarification of the Bid in this regard and the Bidder shall provide explanation on one of the following bases:
- 4.4.6.3.1. An error was made in the preparation of the price quotation. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the price quotation that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to either remain in the competition or accept the Contract at the offered price, or to withdraw from the competition.
- 4.4.6.3.2. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
- 4.4.6.3.3. The Bidder recognises that the submitted price quotation is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.
- 4.4.6.4. If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of 4.4.6.3.1 above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.
- 4.4.6.5. If the Purchaser accepts the Bidder's explanation of mistake in paragraph 4.4.6.3.1 and allows the Bidder to accept the Contract at the

offered price, or the Purchaser accepts the Bidder's explanation pursuant to paragraph 4.4.6.3.3 above, the Bidder shall agree that the supporting pricing data submitted with his Bid will be incorporated by reference in the resultant Contract. The Bidder shall agree as a condition of Contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the Contract and that no revisions of proposed prices will be made.

- 4.4.6.6. If the Bidder presents a convincing rationale pursuant to paragraph 4.4.6.3.2 above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.
- 4.4.6.7. The Purchaser reserves the right to request prime contractors or the subcontractors to separately identify each of the direct/indirect costs, advise why each is required, and provide supporting documentation to substantiate each charge, such as: 1) catalogue price lists and any applicable discounts, 2) copies of the Subcontractor's orders from others for the same or similar items, including explanations for cost variations, 3) Subcontractor's internal cost estimate, or documentation of whatever means the Subcontractor used to arrive at the charge.

#### **4.5. Evaluation Step 3: Technical**

4.5.1. In order for a Bid to be determined to be compliant, the Bidder shall have submitted a Proposal which has addressed all requirements as detailed in the Bidding Instructions at Section 3.6 and subsequently has fully met, after evaluation by the Purchaser, all the criteria thereof. In particular, the Technical Proposal will be reviewed for compliancy of all Sections of the Proposal which shall contain sufficient details to make a positive determination of compliancy. As well, the Cross Reference/ Compliance Table as detailed in Annex C shall clearly indicate full compliance with all listed project technical requirements. The Purchaser reserves the right to request the Bidder to conduct a live demonstration of the offered solution, in the event that the Purchaser determines such a demonstration to be necessary.

#### **4.5.2. Table of Contents**

4.5.2.1. Bidders have compiled and submitted a detailed and complete Table of Contents with section headings, (and) major sub-sections, (and) topic headings were set forth in the Bidding Instruction or deemed necessary (implicit in the organisation of the Technical Proposal).

#### **4.5.3. Executive Summary**

4.5.3.1. The Bidder has provided a summary of the entire technical proposal in the form of an executive summary.

4.5.3.2. A “compliant” Executive Summary is a document that demonstrates the Bidder’s experience with Electronic Countermeasures systems against Radio Controlled Improvised Explosive Devices, and the understanding of the unique constraints of developing and delivering a solution for use by NATO Response Forces, and the rigorous documentation and testing requirements of delivering a capability to NATO.

#### **4.5.4. Part 1: Bidder Qualification**

4.5.4.1. The Bidder has included the following parts as described below:

##### **4.5.4.1.1. Sub-Contractors qualification**

4.5.4.1.1.1 The Bidder provides a sub-section which identifies its major proposed sub-contractors for the Project. Major proposed sub-contractors refer to the criteria set forth in the General Provision of the Prospective Contract entitled “Sub-Contracts”.

4.5.4.1.1.2 The Bidder identifies the firm, the nation of origin, the estimated value of the sub-contract and the major items (assemblies, sub-

assemblies) or services that the proposed sub-contractor will be required to furnish.

- 4.5.4.1.1.3 A summary of the supplies and/or services to be furnished by the sub-contractor (deliverables, with clear reference to the Schedule of Supplies and Services)
- 4.5.4.1.1.4 With regard to major sub-contracts, the Bidder identifies those items which are sub-contracted (deliverables, with exact reference to the Schedule of Supplies and Services) which are considered to be on the “Critical Path” to meeting the delivery schedule of the Contract.
- 4.5.4.1.1.5 For Critical path deliverables, for these sub-contracted items, the Bidder provides a rationale for the selection of the sub-contracted vendor.
- 4.5.4.1.1.6 For Contingency Plans, the Bidder provides a description of possible alternative sources of supply should the selected sub-contractor fail to deliver the required items within the time schedule.

#### 4.5.4.1.2. **Corporate Experience**

- 4.5.4.1.2.1 The Bidder (and/or) the identified major sub-Bidder(s) provides relevant and successful corporate experience in the form of at least one (1) contract within the last six (6) years for which the Bidder designed and delivered similar Electronic Countermeasure solutions, with at least one for a government or military customer.
- 4.5.4.1.2.2 The Bidder provides for each reference at least:
  - 4.5.4.1.2.2.1 The description of the solution deployed/delivered;
  - 4.5.4.1.2.2.2 The purchaser(s) of these systems;
  - 4.5.4.1.2.2.3 The user(s) of these systems;
  - 4.5.4.1.2.2.4 The Contract number(s);
  - 4.5.4.1.2.2.5 The start date and end date of the Contract;
  - 4.5.4.1.2.2.6 A point of contact for verification purposes.

- 4.5.4.1.2.3 The Bidder provides a discussion of the corporate (Bidder and identified sub-Bidders) and individual assignments, roles and capabilities demonstrating not only adequate and appropriate business and technical corporate resources, but also the necessary experiences to support both the Project lifecycle and the System lifecycle.
  - 4.5.4.1.2.4 The Bidder provides proof of relevant experience and expertise on all of the following technical topics:
    - 4.5.4.1.2.4.1 Security Documentation;
    - 4.5.4.1.2.4.2 Equipment to Military Operations or similar environments;
    - 4.5.4.1.2.4.3 Training.
  - 4.5.4.1.2.5 The Bidder specifies whether he adapts existing solutions delivered under previous contract(s) in the proposed solution in order to minimize the cost of the Bid without any compromise in quality.
  - 4.5.4.1.2.6 The Bidder indicates whether the production line for such services is still open, and if not, how long it may take to start up the production.
- 4.5.4.1.3. Key Personnel Proposal**
- 4.5.4.1.3.1 The Bidder provides curriculum vitae for the Project Manager and Technical Lead.
  - 4.5.4.1.3.2 The Bidder provides a narrative describing the rationale for the selection of these individuals for these posts and provides detailed descriptions of the experience of the individuals. These narratives shall demonstrate the Project Manager's recent (within than 2 years) experience as the designated leader of project of similar size and scope, the Technical Lead's familiarity with the equipment contained within the bid.
  - 4.5.4.1.3.3 The Bidder describes the authority and responsibility of the Project Manager within the overall corporate organisation, their limits (in case Sub-Contractors are involved).
  - 4.5.4.1.3.4 The Bidder defines the circumstances in which the Project Manager must refer decision making authority to the next level of Corporate management (internal to the main Contractor and external to the sub-contractors);

4.5.5. Part 2: Project Implementation Plan (PIP)

4.5.5.1. The Bid includes a complete PIP.

4.5.5.2. “Compliance” is defined as the PIP meeting all the requirements specified in the SOW, Section 2.3, including all sub-paragraphs and Annexes.

4.5.6. Part 3: Initial Capability Design Document (CDD)

4.5.6.1. The Bid includes an initial Capability Design Document.

4.5.6.2. “Compliance” is defined as the Initial CDD fulfilling the following conditions:

4.5.6.2.1. The CDD sufficiently demonstrates how the system as delivered shall meet all of the requirements as set forth in SOW (including Annex A - SRS).

4.5.6.2.2. The CDD includes a functional network diagram of all major hardware and software types.

4.5.6.2.3. The CDD indicates the type of hardware included and the quantities thereof.

4.5.6.2.4. The CDD demonstrates how the capability will meet the availability requirements in the Annex A (SRS) of the SOW.

4.5.6.2.5. The CDD states the name and manufacturer of all proposed software.

## **Annex A Bidding Sheets**

### **A-1 Introduction**

1. Bid pricing requirements as addressed in this Annex are mandatory. Failure to abide to the bid pricing requirements included in this section may lead to the Bid being declared non-compliant and not being taken into consideration for award.
2. No alteration of the Bidding sheets – including, but not limited to quantity indications, descriptions, titles or pre-populated Not-to-Exceed amounts – are allowed with the sole exception of those explicitly indicated as allowed in this document or in the instructions embedded in the Bidding Sheets file.
3. Additional price columns may be added if multiple currencies are Bid, including extra provisions for all totals.

### **A-2 General Requirements**

1. Bidders are required, in preparing their Price Quotation to utilise the electronic file provided as part of this IFB and referenced in Annex A-3.
2. This Excel file includes detailed instructions on each tab that will facilitate bidders' preparation of the bid pricing. These instructions are mandatory.
3. The prices and quantities entered on the document shall reflect the total items required to meet the Contractual requirements. The total price shall be indicated in the appropriate columns.
4. In preparing the Bidding Sheets, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part.
5. All metrics (e.g., cost associated with labour) will be assumed to be standard or normalised to 7.6 hour/day, for a five day working week at NATO and National sites and Contractor facilities.
6. Should the Lowest Compliant Bid be in other than Euro currency, the award of the Contract will be made in the currency or currencies of the bid.
7. Bidders are advised that formulae are designed to ease evaluation of the Bidders proposal have been inserted in the electronic copies of the Bidding Sheets. Notwithstanding this, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae electronic copies of the Bidding Sheets.

8. If the Bidder identifies an error in the spreadsheet, it should notify the Purchaser through process described section 2.6. The Purchaser will then make a correction and notify all the Bidders of the update.
9. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.

### **A-3 Bidding Sheets**

1. Bidders are required, in preparing their Price Quotation to utilise the following electronic file provided as part of this IFB.

“03\_IFB-CO-14786-NRF-Book I-Bidding Instructions-Annex A3-  
Bidding Sheets.xls”

2. Bidders shall include this file in its proposal in the same Excel format in which it is provided in this IFB.

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IFB-CO-14786-NRF  
Book I – Instructions to Bidders

## **Annex B Prescribed Administrative Forms and Certificates**

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(NATO RESTRICTED WHEN PART IV, ANNEX A ATTACHED)

**Annex B-1. Certificate of Legal Name of Bidder**

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

FULL NAME OF CORPORATION: \_\_\_\_\_

DIVISION (IF APPLICABLE): \_\_\_\_\_

SUB DIVISION (IF APPLICABLE): \_\_\_\_\_

OFFICIAL MAILING ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

POINT OF CONTACT REGARDING THIS BID:

NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

ALTERNATIVE POINT OF CONTACT:

NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-2. Acknowledgement of Receipt of IFB Amendments**

I confirm that the following amendments to Invitation for Bid CO-14786-NRF have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment No.	Date of Issue	Date of Receipt	Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-3. Certificate of Independent Determination**

It is hereby stated that:

- a. We have read and understand all documentation issued as part of this IFB. Our Bid submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the prospective Contract.
- b. Our Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of our Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor; and
- c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-4. Certificate of Bid Validity**

I, the undersigned, as an authorised representative of the firm submitting this Bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of twelve (12) months from the Bid Closing Date of this Invitation for Bid.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-5. Certificate of Exclusion of Taxes, Duties and Charges**

I hereby certify that the prices offered in the price quotation of this Bid exclude all taxes, duties and customs charges from which the Purchaser has been exempted by international agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-6. Comprehension and Acceptance of Contract  
Special and General Provisions**

The Bidder hereby certifies that he has reviewed the Contract Special Provisions and the NCI Agency Contract General Provisions set forth in the Prospective Contract, Book II, of this Invitation for Bid. The Bidder hereby provides his confirmation that he fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the offer submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and he will accept and abide by the stated Contract Special Provisions and Contract General Provisions if awarded the Contract as a result of this Invitation for Bid.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**ANNEX B-7. Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements**

I, the undersigned, as an authorised representative of \_\_\_\_\_, certify the following statement:

All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but are expected to be required by my Government, and the governments of my Subcontractors, to be executed by the NCI Agency or its legal successor as a condition of my firm’s performance of the Contract, have been identified, as part of the Bid.

These supplemental agreements are listed as follows: *(insert list here or specify “none”)*

Examples of the terms and conditions of these agreements have been provided in our Offer. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract. These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.

The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s).

We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCI Agency to determine the submitted Bid to be non-compliant with the requirements of the IFB;

We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-8. Certificate of Compliance AQAP 2110 or ISO 9001:2008 or Equivalent**

I hereby certify that \_\_\_\_\_(name of Company) possesses and applies Quality Assurance Procedures/Plans AQAP 2110 or ISO 9001:2008 or equivalent as evidenced through the attached documentation<sup>1</sup>.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
<sup>1</sup> Bidders must attach copies of any relevant quality certification.

**Annex B-9. List of Prospective Subcontractors**

Name and Address of Sub-Bidder	DUNS Number <sup>2</sup>	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

<sup>2</sup> Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NCI AGENCY to correctly identify Subcontractors. If a Subcontractor's DUNS is not known this field may be left blank.

**Annex B-10. Bidder Background IPR**

I, the undersigned, as an authorised representative of Bidder \_\_\_\_\_, warrant, represent, and undertake that:

- a. The Contractor Background IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.

ITEM	DESCRIPTION

- b. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the Background IPR specified above.
- c. The Background IPR stated above complies with the terms specified in Article 9 of the Contract Special Provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-11. List of Subcontractor IPR**

I, the undersigned, as an authorised representative of Bidder \_\_\_\_\_, warrant, represent, and undertake that:

- a. The Subcontractor IPR specified in the table below will be used for the purpose of carrying out work pursuant to the prospective Contract.

ITEM	DESCRIPTION

- b. The stated Bidder has and will continue to have, for the duration of the prospective Contract, all necessary rights in and to the IPR specified above necessary to perform the Contractor’s obligations under the Contract.
- c. The Subcontractor IPR stated above complies with the terms Clause 30 the Contract General Provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-12. Certificate of Origin of Equipment, Services,  
and Intellectual Property**

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, he will perform the Contract subject to the following conditions:

(a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;

(b) 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 NATO member country. (A sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity); and

(c) The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Bidder to firms, individuals or Governments other than within the NATO member countries.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-13. List of Proposed Key Personnel**

Position	SOW Reference	Labour Category	Name	Designation Period
Project Manager				
Technical Lead				

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-14. Certificate of Price Ceiling**

I hereby certify that the total price offered in the price quotation of this Bid for CLINs 1 to 4 of the Bidding Sheets does not exceed EUR 1,244,358 as described in paragraph 3.5.2.1 of Book I.

Note: Price information of your Bid shall not be disclosed in the Bid Administration Package, or the Technical Proposal Package.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Annex B-15. Certificate of Security Clearance**

The Bidder hereby certifies that the proposed personnel have the appropriate Security Clearance required for performance under the prospective Contract or that all necessary actions have been undertaken to ensure that the proposed personnel will be in possession of such Security Clearance at the time of Contract award.

The Bidder hereby certifies that he is fully aware that resulting contract will require the Contractor to handle and store classified material to the level of "NATO RESTRICTED" and that the Contractor shall have the appropriate facility and personnel clearances at the time of Contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## **Annex C Bid Guarantee - Standby Letter of Credit**

Standby Letter of Credit Number:

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

Beneficiary: NATO CI Agency,  
Financial Management Resource Centre,  
Boulevard Leopold III,  
B-1110 Brussels,  
Belgium

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

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 60,000.00 (Sixty Thousand Euro). We are advised this Guarantee fulfils a requirement under Invitation for Bid IFB-CO-14786-NRF dated \_\_\_\_\_.

2. Funds under this standby letter of credit are available to you upon first demand and without question or delay against presentation of a certificate from the NATO CI Agency Contracting Officer that:

a) (NAME OF BIDDER) has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection of the lowest priced, technically compliant Bid, has withdrawn his Bid, or stated that he does not consider his Bid valid or agree to be bound by his Bid, or

b) (NAME OF BIDDER) has submitted a Bid determined by the Agency to be the lowest priced, technically compliant Bid, but (NAME OF BIDDER) has declined to execute the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid, or

c) The NATO CI Agency has offered (NAME OF BIDDER) the Contract for execution but (NAME OF BIDDER) has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time, or

d) The NATO CI Agency has entered into the Contract with (NAME OF BIDDER) but (NAME OF BIDDER) has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.

3. 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.

4. It is a condition of this letter of credit that the expiry date will be automatically extended without amendment for a period of sixty (60) calendar days from the current or any successive expiry date unless at least thirty (30) calendar days prior to the then current expiry date the NATO CI Agency Contracting Officer notifies us that the Letter of Credit is not required to be extended or is required to be extended for a shorter duration.

5. We may terminate this letter of credit at any time upon sixty (60) calendar days notice furnished to both (NAME OF BIDDER) and the NATO CI Agency by registered mail.

6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 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 NATO CI Agency Contracting Officer which states

“The NATO CI 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 NATO CI Agency from, or on behalf of (NAME OF BIDDER), and the NATO CI 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.

7. The Beneficiary may not present the certificate described in paragraph 6 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.

8. Multiple drawings are allowed.

9. Drafts drawn hereunder must be marked, “Drawn under {issuing bank} Letter of Credit No. {number}” and indicate the date hereof.
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. 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.
12. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

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IFB-CO-14786-NRF  
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**Annex D Clarification Request Form**

Company Name \_\_\_\_\_ Submission Date \_\_\_\_\_

**INVITATION FOR BID  
IFB-CO-14786-NRF**

**CLARIFICATION REQUEST FORM**

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Company Name \_\_\_\_\_

Submission Date \_\_\_\_\_

<b>ADMINISTRATION or CONTRACTING</b>				
<b>Serial No.</b>	<b>IFB Ref.</b>	<b>Bidder's Question</b>	<b>NCI Agency Answer</b>	<b>Status</b>
<b>A.1</b>				
<b>A.2</b>				
<b>A.3</b>				
<b>A.4</b>				
<b>A.5</b>				

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(NATO RESTRICTED WHEN PART IV, ANNEX A ATTACHED)

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Company Name \_\_\_\_\_

Submission Date \_\_\_\_\_

<b>PRICE</b>				
<b>Serial No.</b>	<b>IFB Ref.</b>	<b>Bidder's Question</b>	<b>NCI Agency Answer</b>	<b>Status</b>
<b>P.1</b>				
<b>P.2</b>				
<b>P.3</b>				
<b>P.4</b>				
<b>P.5</b>				

NATO UNCLASSIFIED

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(NATO RESTRICTED WHEN PART IV, ANNEX A ATTACHED)

IFB-CO-14786-NRF  
Book I – Instructions to Bidders

Company Name \_\_\_\_\_

Submission Date \_\_\_\_\_

<b>TECHNICAL</b>				
<b>Serial No.</b>	<b>IFB Ref.</b>	<b>Bidder's Question</b>	<b>NCI Agency Answer</b>	<b>Status</b>
T.1				
T.2				
T.3				
T.4				
T.5				

NATO UNCLASSIFIED