

NATO UNCLASSIFIED

RFQ-CO-13079-TMCC
Book I – Bidding Instructions



RFQ-CO-13079-TMCC

**Consultancy Support Services - Convoy Tracking for ISAF
Freedom of Movement**

BOOK I

BIDDING INSTRUCTIONS

CONTENTS

1 SECTION I - INTRODUCTION3

2 SECTION II - GENERAL BIDDING INFORMATION.....4

2.1 DEFINITIONS4

2.2 ELIGIBILITY.....4

2.3 BID DELIVERY AND BID CLOSING.....5

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE6

2.5 PURCHASER POINT OF CONTACT6

2.6 REQUEST FOR RFQ CLARIFICATIONS6

2.7 REQUESTS FOR WAIVERS AND DEVIATIONS7

2.8 AMENDMENT OF THE REQUEST FOR QUOTATION7

2.9 MODIFICATION AND WITHDRAWAL OF BIDS7

2.10 BID VALIDITY8

2.11 CANCELLATION OF REQUEST FOR QUOTATIONS8

2.12 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA8

3 SECTION III - BID PREPARATION INSTRUCTIONS.....10

3.1 GENERAL10

3.2 BID ADMINISTRATION (PART I).....10

3.3 PRICE QUOTATION (PART II).....11

3.4 TECHNICAL PROPOSAL (PART III)12

3.5 PACKAGING AND MARKING OF BIDS.....12

4 SECTION IV - BID EVALUATION14

4.1 GENERAL14

4.2 ADMINISTRATIVE CRITERIA.....15

4.3 PRICE CRITERIA15

4.4 TECHNICAL CRITERIA17

ANNEX A – CERTIFICATES.....21

1 SECTION I - INTRODUCTION

- 1.1 The purpose of this solicitation is to obtain proposals for Consultancy Support Services for the project
- 1.2 Convoy Tracking capabilities for ISAF Freedom of Movement as described in Book II, Part III - Statement of Work.
- 1.3 This solicitation is a Request for Quotation (RFQ). It is based on BOA Competition and it will be processed in accordance with the procedures for the Use of Basic Ordering Agreements (BOAs) by the NATO C3 AGENCY (NC3A) set forth in the NATO document AC/4-D(2002)002-FINAL.
- 1.4 The security classification of this Request for Quotation is **“NATO UNCLASSIFIED”**.
- 1.5 This Request for Quotation will not be the subject of a public bid opening.
- 1.6 Following approval by appropriate NATO Committees, award of the contract will be made on a Firm Fixed Price Basis to the lowest compliant Bidder.
- 1.7 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in 2.6 "Requests for RFQ Clarifications".
- 1.8 The target for contract award is August 2010.

2 SECTION II - GENERAL BIDDING INFORMATION

2.1 DEFINITIONS

- 2.1.1 The term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2 The term “Basic Ordering Agreement” (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NC3A, on behalf of NATO.
- 2.1.3 The term "Bidder" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.4 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.5 The term "Contractor" refers to a firm of a participating country which has signed a contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.6 The term “Participating Country” as used herein means one of the contributory 28 NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, THE CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.
- 2.1.7 The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the contract (the NC3A).
- 2.1.8 The term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2 ELIGIBILITY

- 2.2.1 Only firms which have been identified through the BOA programme 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 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 countries.

2.3 BID DELIVERY AND BID CLOSING

- 2.3.1 All Bids shall be in the possession of the Purchaser at the address given below in paragraph 2.3.2 **before 13.00 hours (Brussels Time) on Monday 26 July 2010** at which time and date bidding shall be closed.

- 2.3.2 Bids shall be delivered to the following address:

By Post:

NATO C3 Agency
ACQ/ASG
Boulevard Leopold III
1110 Brussels
Belgium

Attention: Mr. Martin Steenwege (Senior Contracting Officer)

Hand Carried or Courier Service:

NATO C3 Agency
ACQ/ASG
Bâtiment Z
Avenue du Bourget 140
1110 Brussels
Belgium

Attention: Mr. Martin Steenwege (Senior Contracting Officer)

- 2.3.3 **Bids submitted by electronic means (fax, e-mail) are not permitted and will not be considered.** Bidders shall note that electronic copies (CD-ROM) of their bids are required to be submitted with their “hard copy”.
- 2.3.4 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 be returned unopened to the Bidder at the Bidder's expense unless the Purchaser can determine that the bid in question meets the criteria for consideration as specified below.
- 2.3.5 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. Considering number and quality of express delivery services, courier services and special services provided by the national postal systems, a late bid shall only be considered for award under the following circumstances:
- (a) A contract has not already been awarded pursuant to the RFQ, and
 - (b) the bid was sent to the address specified in the RFQ by ordinary, registered or certified mail not later than ten (10) calendar days before the bid closing date and the delay was due solely to the national or international postal system for which the Bidder bears no responsibility (the official postmark for ordinary and

Registered Mail or the date of the receipt for Certified Mail will be used to determine the date of mailing), or

- (c) the bid was hand carried, or delivered by a private courier service and the Bidder can produce a receipt which demonstrates that the delivery was made to the correct address and received by a member of NC3A and the failure to be received by the Contracting Authority was due to mishandling within the Purchaser's organisation.

2.3.6 A late bid which was hand-carried, or delivered by a private courier service for which a proper receipt cannot be produced cannot be considered for award under any circumstances nor can late bids which bear no post marks or for which documentary evidence of mailing date cannot be produced.

2.3.7 Bidders are advised that security or other personnel remaining on the premises outside of normal business hours may decline to sign or issue receipts for delivered items.

2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

All questions and requests for extension of bid closing date must be submitted in writing by fax or E-mail. **Such questions shall be forwarded to the point of contact specified in paragraph 2.5 below** and shall arrive not later than ten(10) days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the bidding date are at the discretion of the Purchaser.

2.5 PURCHASER POINT OF CONTACT

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

NATO C3 Agency
ACQ/ASRC
Boulevard Leopold III
1110 Brussels
Belgium

Attention: Mr. Martin Steenwege (Senior Contracting Officer)
Tel: +32 2 707 8335
Fax: +32 2 707 8770
E-mail: martin.steenwege@nc3a.nato.int

2.6 REQUEST FOR RFQ 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 RFQ.

2.6.2 All questions and requests for clarification must be submitted in writing by mail, by FAX or by E-mail. All questions and requests must reference the section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the point of contact specified in paragraph 2.5 above and shall arrive not later than seven (7) days prior to the stated "Bid Closing Date". The Purchaser is under no obligation to answer questions submitted after this time.

- 2.6.3 Bidders are advised that subsequent questions and/or requests for clarification included in a bid shall neither be answered or considered for evaluation and may be grounds for a determination of non-compliance.
- 2.6.4 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.
- 2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ. Amendment to the language of the RFQ included in the answers 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 of, or deviations from the Schedules, the Special Contract Provisions, the terms and conditions in the NATO C3 Agency's Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.7.2 Requests for alterations to the other requirements, terms or conditions of the Request for Quotation 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 REQUEST FOR QUOTATION

- 2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt which the bidder shall complete and enclose as part of his bid. 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 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders' to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" at his discretion and such extension will be set forth in the amendment document.

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 RFQ, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall 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 set forth above concerning "Late Bids", 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 his 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 remove the bid from the Purchaser's premises.

2.10 BID VALIDITY

- 2.10.1 Bidders shall be bound by the term of their bids for a period of 6 months starting from the Bid Closing Date specified at 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 A-3. 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:
- (a) 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 Certificate of Bid Validity extended accordingly; or
 - (b) refuse this extension of time and withdraw the bid without penalty.
- (a) 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 CANCELLATION OF REQUEST FOR QUOTATIONS

The Purchaser may cancel, suspend or withdraw for re-issue at a later date this RFQ 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 RFQ.

2.12 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

- 2.12.1 The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this RFQ to the prospective bidders by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information.

- 2.12.2 Prospective Bidders are cautioned that e-mail versions of any information forwarded by the Purchaser will not be supplemented by written “hard copy” documents. A “hard copy” (paper) version of the bidding documents will be made available to prospective Bidders on request. Bidders are advised that the “hard copy” version is the authoritative version in the event of any inconsistencies between the electronic version and the paper version.

3 SECTION III - BID PREPARATION INSTRUCTIONS

3.1 GENERAL

- 3.1.1 Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Offer being declared non-compliant.
- 3.1.2 Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Partial bids will be declared non-compliant.
- 3.1.3 The Bidder shall not restate the RFQ requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.
- 3.1.4 Bidders shall prepare their bid in 3 parts in the following quantities:
- | | |
|------------------------------------|---|
| (a) Bid Administration (Part I): | 1 Original |
| (b) Price Quotation (Part II): | 1 Original & 1 Paper Copy with
1 Electronic Copy on CD-ROM |
| (c) Technical Proposal (Part III): | 1 Original & 2 Paper Copies with
1 Electronic Copy on CD-ROM |
- 3.1.5 Bidders shall classify their response in accordance with the classification of the RFQ.
- 3.1.6 Bidders are advised that the Purchaser reserves the right to incorporate the Bidders technical Proposal in whole or in part in the resulting contract.

3.2 BID ADMINISTRATION (PART I)

- 3.2.1 The following certifications shall be provided by completing the certificates set forth in Annex A hereto, specifically:
- | | | |
|-----|-----|--|
| (a) | A-1 | Certificate of Legal Name of Bidder |
| (b) | A-2 | Certificate of Independent Determination |
| (c) | A-3 | Certificate of Bid Validity |
| (d) | A-4 | Certificate of Understanding |
| (e) | A-5 | Certificate of Exclusion of Taxes, Duties and Charges |
| (f) | A-6 | Acknowledgement of Receipt of RFQ Amendments |
| (g) | A-7 | Comprehension and Acceptance of Contract Special Provisions |
| (h) | A-8 | Certification of NATO Member Country of Origin of Delivered Equipment, Services, Material and Intellectual Property Rights |
| (i) | A-9 | Disclosure of Requirements for NC3A Execution of Supplemental Agreements |
- 3.2.2 A list of prospective sub-contractors/ consortium members shall be completed and included. If there are no sub-contractors/consortium members involved, the Bidder shall state this separately.

3.3 PRICE QUOTATION (PART II)

- 3.3.1 The Price Proposal in the form of the Priced Proposal Sheets shall be prepared and submitted in the form of the Schedule of Supplies and Services (SSS) in Book II, Part I of this RFQ.
- 3.3.2 Bidders shall quote in their own national currency or in the host nation currency, Euros. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:
- (a) the currency is of a "participating country" in the project, and
 - (b) 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.
- 3.3.3 Bidders are informed that the Purchaser, by virtue of his status stipulated in the provisions of the NC3O Charter, Article 67(e)(3), is exempt from all direct taxes (incl. VAT), and all customs duties on merchandise imported or exported. This provision reads as follows:
- "Each participating nation undertakes to grant to NC3A under the terms of Articles 9 and 10 of the Ottawa Agreement, exemption from all direct taxes (except rates, taxes and dues which are no more than charges for public utility services) from the taxes on the sale of movable and immovable properties, and from customs and excise duties in respect of equipment imported or exported by NC3A or its appointed agents."*
- 3.3.4 Bidders shall therefore exclude from their Price Quotation all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in Annex A-5.
- 3.3.5 All prices quoted in the proposal shall be DDP (Delivery Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2000 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.
- 3.3.6 No other documentation besides the Priced Proposal Sheet shall be included in the Price Quotation. Any other document of a contractual or technical nature will not be considered during evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.3.7 When completing the Priced Proposal Sheet the Bidder shall insert information in all yellow cells of the SSS. A price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. 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 and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the

inputs of the Priced Proposal Sheet is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

- 3.3.8 The Bidder shall furnish firm fixed price quotations, for all proposed items provided for in this RFQ with any and all appropriate additions. Partial quotations shall be rejected. Bidders shall as a minimum, quote against the appropriate CLIN against the quantity specified but may also include prices against sub CLIN's or further breakdown as applicable with the designated quantity.

3.4 TECHNICAL PROPOSAL (PART III)

- 3.4.1 The Technical Proposal shall address all pertinent requirements of the Statement of Work (SOW), and as a minimum shall contain a section describing the competencies of the Bidder related to the tasks required in the SOW and its organisation for the present contract. In particular:
- 3.4.1.1.1 The Bidder shall provide evidence that its units involved are experienced in working in the context of an international organization and in a military environment.
 - 3.4.1.1.2 The Bidder shall provide evidence that it possesses a depth of corporate expertise in the technical areas sufficient to perform the tasks required under the SOW. The Bidder shall list at least two contracts in the past two years where he performed substantially similar services.
 - 3.4.1.1.3 The Bidder shall describe its organisation, in particular the units involved in meeting the requirements of the SOW.
 - 3.4.1.1.4 The Bidder shall provide evidence that its units involved possess the knowledge, know-how and experience required to meet the requirements of this SOW and to perform the activities described in the SOW.
 - 3.4.1.1.5 The Bidder shall describe its approach, in general, to fulfil the different activities described in the SOW.
 - 3.4.1.1.6 A section providing maximum two (2) Curriculum Vitae's of proposed personnel for each Labour category as described in the SOW.

3.5 PACKAGING AND MARKING OF BIDS

- 3.5.1 All copies of the Bid Administration Part, Price Quotation and Technical Proposal shall be segregated and enclosed in separate outer envelopes or packages marked as follows:

the name and address of the Bidder;

the words "Sealed Bid – Consultancy Support Services - Convoy Tracking for ISAF Freedom of Movement ";

the designating number: "RFQ-CO-13079-TMCC" followed by one of the following identifications as appropriate:

- "Bid Administration"

- “Price Quotation”
- “Technical Proposal”

3.5.2 The separate envelopes or packages shall be placed in an outer container or containers suitable for mailing or shipping and clearly marked with the Purchaser’s address, **the Bidder’s name and address** and the following annotation shall be prominently printed on the top and sides:

“SEALED BID RFQ-CO-13079-TMCC, NOTIFY ASG UPON RECEIPT!”

4 SECTION IV - BID EVALUATION

4.1 GENERAL

- 4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 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.
- 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 RFQ.
- 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 RFQ 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 evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO C3 AGENCY (NC3A) set forth in the NATO document AC/4-D(2002)002-FINAL.
- 4.1.7 The administrative compliance of the Bids will first be evaluated. Bids that are declared non-compliant may be rejected without further evaluation. Following evaluation for Administrative compliance, evaluation will be carried out in the following two areas: Part II - Price, Part III - Management/Technical.
- 4.1.8 All administrative compliant Bids will be reviewed for price compliancy. The contract resulting from this RFQ will be awarded to the bidder whose offer, as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this RFQ.
- 4.1.9 For the purpose of price comparison, the Purchaser will convert all prices quoted into Euro on the basis of the average of the official commercial buying and selling exchange rates of the "European Central Bank" at close of business on the last working day preceding the bid closing date.
- 4.1.10 The price comparison will be based on the Grand Total Firm Fixed Price which includes CLINs 1 through to 6.

4.2 ADMINISTRATIVE CRITERIA

- 4.2.1 Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this RFQ. These are as follows:
- (a) The Bid was received by the Bid Closing Date and Time
 - (b) The Bid was packed and marked properly
 - (c) The Administrative Package contained all the information requested in the originally signed copies of the required Certificates in Annex A hereto
 - (d) Submission of the list of prospective sub-contractors/ consortium members completed or statement that no sub-contractors/consortium members involved.
- 4.2.2 A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.2.3 If it is discovered, during either the Price or Technical evaluation, 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.

4.3 PRICE CRITERIA

- 4.3.1 The Bid will be evaluated against the following criteria
- (a) The Bidder must have furnished firm fixed prices for all items listed.
 - (b) All pricing data, i.e., quantities, unit prices, should be provided as reflected in the Schedule of Supplies and Services
 - (c) Bid prices include all costs for items supplied, delivered, and supported.
 - (d) The bidder must have provided accurate unit price of each of the sub-items s/he added (if any).
 - (e) The currency of all line items is to be clearly indicated.
 - (f) The bidder must have provided accurate unit price and total price for each line item.
 - (g) The grand total shall be accurate.
 - (h) Bidders shall quote in their own national currency or in the host nation currency, i.e., Euros.
 - (i) All prices should be accurately entered into appropriate columns, and accurately totalled.
 - (j) Bidders must have indicated that in accordance with the treaties governing the terms of business with NATO, exclude from their prices all taxes, duties and customs charges from which the Purchaser has been exempted.
 - (k) 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)).

4.3.2 Price Realism:

- (a) Should the Lowest Offered Price appear to be substantially different from the next lowest prices offered, the Purchaser will review the Price Quotation to determine if a reasonable explanation for the differential is apparent.
- (b) Should a reasonable basis for the differential not be apparent from the review of the Price Quotation, the Purchaser will perform a "should cost" analysis based on the information provided in the technical proposal, including the Gant Charts and work breakdown structure.
- (c) If the quoted price is significantly lower than the result of the "should cost" analysis, the Purchaser will notify the Bidder, noting the areas of the Price Quotation that do not appear to be supportable by the estimation of the anticipated work involved. The Bidder will be requested to confirm his price and provide an explanation of the identified areas of concern.
- (d) The Bidder shall provide an explanation of the apparent discrepancies between the offered price and the estimate of the anticipated work necessary to accomplish the task or tasks identified. The Bidder may, at this point:
 - Claim that a mistake has been made in the calculation of the bid pricing. The Bidder must provide convincing evidence of a mistake in bid.
 - State that the Price Quotation is deliberately made at or below cost and that this is a business decision. In such a case the Bidder shall demonstrate that he has sufficient capital reserves to incur such a loss. The Bidder shall also make a certification, signed by a senior executive of the company that he intends to complete his obligations under the contract knowing that the result will be a financial loss to the company.
 - Provide a rebuttal to the "should cost" analysis conclusions demonstrating how the methodology set forth in the technical proposal will accomplish the requirements of the statement of work at a reasonable approximation of the price proposed.
- (e) In the case of a claim of a mistake in bid, if the Purchaser does not conclude the evidence of a mistake in bid submitted by the bidder to be compelling, the Purchaser may obligate the bidder to sign the contract at the bid price. If the Bidder can provide compelling evidence of a mistake in bid, and the Bidder, with the corrected price, maintains his position as Lowest Priced Bid, the Purchaser may accept the bid at the corrected price. If the corrected bid price is higher than the next lowest offer, the Bidder's corrected price will be used and award will proceed to the new apparent lowest priced bidder.
- (f) Provided that the Bidder has demonstrated that he has sufficient financial reserves to accept a loss contract, and that the Bidder certifies that he knowingly accepts a contract that may place him in a loss position, the Purchaser may proceed to contract award.
- (g) If the Bidder chooses to contest the findings of the "should cost" analysis and is unable to substantiate the realism of the proposed price to the satisfaction of

the Purchaser, the Purchaser will determine the price quotation to be non-compliant and will not consider the bid further for award.

4.4 TECHNICAL CRITERIA

- 4.4.1 For the purpose of determining Technical Compliance with the requirements of this Request for Quotation the following items shall be verified:
- 4.4.1.1 The Bidder provides evidence that it has performed at least 1 contract within the last two years substantially similar in scope to the contract under solicitation.
 - 4.4.1.2 The Bidder provides evidence that it possesses a depth of corporate expertise in the areas described in the SOW.
 - 4.4.1.3 The Bidder describes its organisation, in particular the personnel involved in meeting the requirements of the SOW. The description shows that the bidder's organisation will ensure that the consultancy services required will be provided in a coordinated manner.
 - 4.4.1.4 The Bidder provides evidence that its units involved possess the knowledge, know-how and experience required to meet the requirements of this SOW, and to perform the activities described in the SOW. The Bid demonstrates that the Bidder has resources to ensure it can deliver the skill sets necessary to complete each of the major task areas described in the SOW.
 - 4.4.1.5 The Bidder provides Curriculum Vitae (CV) of maximum two (2) proposed individuals for each Labour Category identified in the SOW. Each CV demonstrates that the proposed individual meets or exceeds the experience and educational criteria stated in the SOW. It also demonstrates that the proposed individual has the expected knowledge and know-how to meet the requirements.. Finally, it demonstrates that the proposed individual has previous experience in performing work similar to that requested in the SOW.
 - 4.4.1.6 The Bidder provides evidence that the proposed individual is in possession of a Security Clearance (SC) at NATO SECRET level or that the necessary paperwork has been submitted and he will be in possession of a SC before end June 2010.
 - 4.4.1.7 For activities described under Section 3 of the SOW, the proposed personnel is authorized to travel in theatre and the Bidder has to demonstrate that these proposed individuals had a pre-deployment training or will have finished one before start of the corresponding contract performance. This training cost, if any needs to be incorporated in the Bid prices.
- 4.4.2 The Purchaser reserves the right to interview the proposed candidates within short notice prior to contract award at its facility in The Hague or via teleconference. This interview shall complete the technical evaluation of the candidates by assessing the expected knowledge and know-how to meet the requirements of the SOW. Finally, it shall demonstrate that the candidates have previous experience in conducting the tasks requested in the SOW. No reimbursement to the bidder of costs associated with these interviews will be made.

N A T O U N C L A S S I F I E D

RFQ-CO-13079-TMCC
Book I – Bidding Instructions

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**ANNEX A-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:

BOA NO:

FAX NO:

POINT OF CONTACT REGARDING THIS BID:

NAME:
POSITION:
TELEPHONE:

ALTERNATIVE POINT OF CONTACT REGARDING THIS BID:

NAME:
POSITION:
TELEPHONE:

Date

Signature of Authorised Representative

Printed Name

Title

Company

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ANNEX A-2
CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify that in connection with this procurement:
 - a. This 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 this 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.

2. Each person signing this Bid shall also certify that:
 - a. He is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
 - b. (i) He is not the person in the Bidder's organisation responsible within that organisation for the bid but that he has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and
(ii) He has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

Date

Signature of Authorised Representative

Printed Name

Title

Company

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ANNEX A-3
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 the offer will remain valid for six (6) months from the Bid Closing Date of this RFQ.

Date

Signature of Authorised Representative

Printed Name

Title

Company

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ANNEX A-4
CERTIFICATE OF UNDERSTANDING

I certify that

.....

.....Company has read and fully understands the requirements of this Request for Quotation (RFQ) and that the bid recognises these requirements in total.

I also certify to the best of my expert knowledge that this bid is within the "state of art" boundaries as they exist at the time of bidding for this project.

Date

Signature of Authorised Representative

Printed Name

Title

Company

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ANNEX A-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

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ANNEX A-6
ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following amendments to Request for Quotation No RFQ CO-13048-TMCC have been received and the Bid as submitted reflects the content of such amendments:

Amendment Number	Date of Issued	Date of Receipt

Date

Signature of Authorised Representative

Printed Name

Title

Company

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ANNEX A-7
COMPREHENSION AND ACCEPTANCE OF CONTRACT SPECIAL PROVISIONS

The Bidder hereby certifies that he has reviewed the Special Contract Provisions set forth in the Prospective Contract, Book II of this Request for Quotation.

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 Special Provisions if awarded the contract as a result of this Request for Quotation.

Date

Signature of Authorised Representative

Printed Name

Title

Company

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ANNEX A-8
CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF
DELIVERED EQUIPMENT, SERVICES, MATERIALS AND
INTELLECTUAL PROPERTY RIGHTS

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 provided 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 Contractor to firms, individuals or governments other than within the NATO member countries.

Date

Signature of Authorised Representative

Printed Name

Title

Company

*This definition purposely excludes components and/or parts (as defined in AcodP-1), which are not subject to this certification.

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ANNEX A-9
DISCLOSURE OF REQUIREMENTS FOR NC3A EXECUTION OF
SUPPLEMENTAL AGREEMENTS

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

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my subcontractors, to be executed by the NC3A as a condition of my firm’s performance of the Contract, have been identified, as part of the Bid.

2. These supplemental agreements are listed as follows:

3. Examples of the terms and conditions of these agreements are attached hereto. 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, see..... 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.

4. 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), see

5. 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 NC3A to determine the submitted bid to be non-compliant with the requirements of the RFQ;

6. 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

NATO UNCLASSIFIED

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