

**ANNEX E – Clarification Request Forms**RFQ-CO-115182 –DAVS  
24 and 26 June 2020

<b>ADMINISTRATION or CONTRACTING</b>					
<b>Serial Nr</b>	<b>RFQ Book</b>	<b>RFQ Section Ref.</b>	<b>QUESTION</b>	<b>ANSWER</b>	<b>Status</b>
<b>A.1</b>	Book II Part II	Art 30.1	Could you give us more information on the National standards governing national defence contract mentioned in your Article 30?	The National Standards are established by each nation for cost accounting and auditing. Should NCIA request to verify cost, the Agency relies on the national rules and authorities of the cost in question.	Closed

<b>A.2</b>	Book II Part II	Art 32	Performance guarantee (10% total contract price) – This is in contradiction with 2.11 bid guaranty of 44 K only of Book I.	The Bid Guarantee stated in Book I is different than the Performance Guarantee stated in Book II; two separate actions. The Bid Guarantee is required at the time the quote is submitted as stated in the amount of 44,000 EUR. The Bid Guarantee is part of the Administrative Envelope and is required in order for a firm to be administratively compliant. The Bid Guarantee is returned to Bidders. Please read section 2.11 of Book I. The Performance Guarantee is submitted by the Contractor after contract award as a guarantee of performance of the contract. The value of the performance guarantee value is 10% of the total contract price. Article 32 Performance Guarantee in Book II provides full details.	Closed
<b>A.3</b>	Book II Part II	Art 9	Tenderer will not have the right to issue a claim based on inaccurate, invalid specification in the RFQ > Bidder will bear any extra costs linked to needed changes to these specifications; this clause is an obvious risk; how can Nato mitigate this (like to organize a prerequisite site survey..or to withdraw this paragraph)?	NCIA shall not withdraw this paragraph. It shall be up to the Bidder to raise any such concerns as part of the evaluation. It shall be considered the requirements can fully be met by the successful Bidder.	Closed
<b>A.4</b>	Book II Part II	Art 13	Risks related to the equipment sold to Nato (of thefts, destruction, etc...) are transferred only at the Final Acceptance (= one year after installation!); this is an extra risk; how could Nato give warranty to the bidder that enough security is taken inside Nato organization and use to allow this?	NCIA will not take ownership ahead of the overall system. At PSA, the consumables and spare parts (if procured) shall be transferred (Title) to the Purchaser.	Closed

<p><b>A.5</b></p>	<p>Book II</p>	<p>Prospective Contract</p>	<p>In the proposed contract, there are yellow fields (with several CLIN)... Could we consider that these fields will be filled in by NATO and after the awarding of the contract? (and not through the bidder before submitting)?</p>	<p>Book II, Part I Schedule of Supplies and Services are the CLINs from the SSS representing the prospective contract. The Bidder does not need to fill in the PDF version in Part I. This section will be replaced with the Contractor's pricing at award.</p>	<p>Closed</p>
<p><b>A.6</b></p>	<p>Book II</p>	<p>Prospective Contract</p>	<p>With mainly COTS hardware product, could Nato-NCIA confirm that these suppliers-manufacturers of these product are not to be considered as subcontractant?</p>	<p>NCIA confirms.</p>	<p>Closed</p>