



ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
Μόνιμη Αντιπροσωπεία της Ελλάδος
στο ΝΑΤΟ

ΑΔΙΑΒΑΘΜΗΤΟ
ΕΠΕΙΓΟΝ

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Βρυξέλλες, 11 Μαΐου 2021

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/Δνση Ε Επαγγελματικής Δραστηριότητας,
Νίκης 4

ΘΕΜΑ: 2^η Τροποποίηση Πρόσκλησης Υποβολής Προσφορών IFB-CO-115113-ΕΤΕΕ, Διαγωνιστικής Διαδικασίας Έργου: «Provide Air and Missile Defence (AMD) Simulation System Within Ballistic Missile Defence (BMD) Functions in Education, Training, Exercise and Evaluation (ΕΤΕΕ) Functional Services (FS)»

1. Διαβιβάζεται, συνημμένως, 2^η Τροποποίηση Πρόσκλησης Υποβολής Προσφορών (Invitation for Bids/IFB), για διαγωνιστική διαδικασία εν θέματι έργου, εκ μέρους ΝCΙΑ, ως φιλοξενούντος έθνους.
2. Καταληκτική ημερομηνία υποβολής προσφορών ορίζεται πλέον η 31^η Μαΐου τ.έ., 12:00 τ.ώ.
3. Ενδιαφερόμενες εταιρίες δύνανται αναζητήσουν πληροφορίες μέσω καθοριζομένου σημείου επαφής (Point of Contact/POC, βλ. παρ. 6 τροποποιήσεως).
4. Παρακαλούμε για τις ενέργειές σας.

ΛΑΜΠΡΙΔΗΣ

Συν. Σελ: 75

ΑΚΡΙΒΕΣ ΑΝΤΙΓΡΑΦΟ
Ο υπάλληλος της Μ.Α. ΝΑΤΟ
Σταύρος Τσάκωνας
ΕΠ&ΠΛ.Α'

ΑΔΙΑΒΑΘΜΗΤΟ



NATO UNCLASSIFIED

ACQUISITION

peter.kowalski@ncia.nato.int

Fax: +32 (0)2 707 8770

NCIA/ACQ/21/06820
30 April 2021

To : All Nominated Prospective Bidders

Subject : **INVITATION FOR BID NO. IFB-CO-115113-ETEE, AMENDMENT NO. 2**
PROVIDE AIR AND MISSILE DEFENSE (AMD) SIMULATION SYSTEM WITHIN BALLISTIC MISSILE DEFENCE (BMD) FUNCTIONS IN EDUCATION, TRAINING, EXERCISE AND EVALUATION (ETEE) FUNCTIONAL SERVICES (FS)

Reference(s) : A. AC/4-D/2261 (1996 Edition)
B. NCI AGENCY IFB-CO-115113-ETEE issued 19 January 2021
C. Amendment 1 to Ref. B issued on 01 April 2021

Dear Sir / Madam,

1. The purpose of this Amendment 2 is to:
 - a) Revise the IFB Bid Closing Date,
 - b) Issue revised IFB documents (Book I).
2. In accordance with an official request for extension of the time limit for submission of bids in accordance with the Procedures for International Competitive Bidding AC/4-D/2261 (1996 Edition), paragraph 10 (b), sub-paragraphs (iii) and (iv), the Book I, Part I, Bidding Instructions, Section 2, General Bidding Information, Para 2.3.1, is hereby revised as follows:

FROM:

*“The closing date and time for electronic submission of bids in response to this IFB at the email address given below in Section 2.3.2 is on/or before 12h00 / 12pm (Brussels Time) on **6 May 2021**, at which time and date Bidding shall be closed.”*



NATO Communications
and Information Agency
Agence OTAN d'information
et de communication
Avenue du Bourget 140
1110 Brussels, Belgium
www.ncia.nato.int

TO:

*“The closing date and time for electronic submission of bids in response to this IFB at the email address given below in Section 2.3.2 is on/or before 12h00 / 12pm (Brussels Time) on **31 May 2021**, at which time and date Bidding shall be closed.”*

3. With the expiration of the established deadline for Bidders' follow-on questions (22 April 2021) Bidders' shall take note that the IFB requests for clarification process is now closed.
4. With the exception of the revisions mentioned in Para 2 above, all other IFB documents remain unchanged from their original version as issued on 19 January 2021 or as amended at the Ref. C IFB Amendment 1 issued on 01 April 2021.
5. Prospective Bidders are advised that the NATO NCI Agency reserves the right to cancel this IFB at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
6. The sole NCI Agency point of contact for all information concerning this IFB is Mr. Peter Kowalski, Senior Contracting Officer, who may be reached at Peter.Kowalski@ncia.nato.int.

FOR THE DIRECTOR:

[Original Signed By]

Gael Craver
Principal Contracting Officer



Attachments: IFB Amendment 2

- 1) IFB Book I – Bidding Instructions

Distribution List

All Nominated Prospective Bidders 1

NATO Delegations (Attn: Infrastructure Adviser):

Albania	1
Belgium	1
Bulgaria	1
Canada	1
Croatia	1
Czech Republic	1
Denmark	1
Estonia	1
France	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
The Netherlands	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
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Spain	1
Turkey	1
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Director, NATO HQ C3 Staff

Attn: Executive Co-ordinator 1

SACTREPEUR

Attn: Infrastructure Assistant 1

Strategic Commands



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HQ SACT CAPDEV IAMD BMD
Program Director BMD - Attn: CDR Eric Schuurmans 1

SHAPE

SHAPE SDP SDF COR COO
Attn: LTC Marcus Nieswand 1

NCI Agency – All NATEXs

NCI Agency

Director of Acquisition	1
Deputy Director of Acquisition	1
Contract Award Board Administrator	1
Acting Chief of Contracts	1
Principal Contracting Officer	1
Principal Contracting Assistant	1
Director AMDC2	1
Director NCI Academy	1
NCI Academy – Senior Supplier	1
NCI Academy – Project Manager	1
NCI Academy – Technical Lead	1
Liaison Officer to the Investment Committee	1
Legal Office	1



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

**PROVIDE AIR AND MISSILE DEFENSE (AMD) SIMULATION
SYSTEM WITHIN BALLISTIC MISSILE DEFENCE (BMD)
FUNCTIONS IN EDUCATION, TRAINING, EXERCISE AND
EVALUATION (ETEE) FUNCTIONAL SERVICES (FS)**

AMD 2 TO IFB-CO-115113-ETEE

BOOK I

INSTRUCTIONS TO BIDDERS

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1 INTRODUCTION

1.1 Purpose and Scope

1.1.1 The Air and Missile Defence (AMD) simulation system will build upon the existing air Integrated Training Capability (ITC) system and implement new and enhanced components for integration by the Purchaser into the ITC/AMD system baselines enhancements to deliver AMD simulation system baselines that will provide the following business services to enable the BMD Community of Interest to meet their ETEE requirements:

- 1.1.1.1. BMD Battlespace Simulation Service - Moderate enhancement
- 1.1.1.2. Simulation Control Service - Major enhancement
- 1.1.1.3. Simulation Composition Service - Major enhancement
- 1.1.1.4. Battlespace Information Service - Major enhancement
- 1.1.1.5. Ground Truth Battlespace Object Services - Major enhancement
- 1.1.1.6. Logging Service - Major enhancement

1.1.2 This project will deliver working software that implements the full set of application functions associated with the software requirements for the business services mentioned above. The software will be integrated by the Purchaser into AMD simulation system baselines which the Purchaser will deploy for the users. The project will consist of two phases of approximately 18 months each. The first phase will deliver working software that meets the full set of requirements for the AMD simulation system. The second phase aims to refine the first delivery based on actual usage and on insights gained during the development of the first delivery. The project will support the system training periods and the initial operation of the system after final system acceptance by providing corrective maintenance support for the delivered software.

1.1.3 The delivered software will need to comply with cyber security regulations and with specified coding standards.

1.1.4 The software will be designed and implemented according to the architecture and the technologies specified by the Purchaser using Azure DevOps Services.

1.1.5 The project will be conducted in an agile manner where the Contractor shall be expected to perform the roles of Project Manager, of Scrum Master and of a Coding Team including the Lead Engineer.

1.1.6 The project scope includes:

1.1.6.1 Project Management

1.1.6.2 Software Engineering

1.1.6.3 Initial Operations Support

1.1.7 The majority of the project activities performed by the Contractor will be performed at the Contractor's site and via collaborative on-line environments.

1.1.8 The purpose and scope of the Contract are further refined in the Statement of Work (SoW), Book II, Part IV of this Invitation for Bid.

1.2 Overview of the Prospective Contract

1.2.1 The Prospective Contract (Book II) requires the selected Contractor to deliver the components for AMD simulation system product baselines. The Contractor shall perform all activities required as per Book II Part IV (Statement of Work – SOW) and shall deliver the associated deliverables as per Book II Part I (Schedule of Supplies and Services – SSS). The Contractor's work encompasses the activities described in Book II Part IV according to the schedule defined in the SOW. The contract is scheduled for 36 month of Contractor performance after Effective Date of Contract (EDC), with follow-on Operation and Maintenance support.

1.2.2 The Contract will be governed by Book II, Part II (Contract General Provisions), and Part III (Contract Special 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 the NATO document AC/4-D/2261 (1996 Edition).

1.3.2 Pursuant to these procedures, bidding is restricted to companies from participating NATO member nations (see Para 2.1.1.5) for which a Declaration of Eligibility has been issued by their respective government authorities.

1.3.3 Best Value Evaluation Method

1.3.3.1 The evaluation method to be used in the selection of the successful Bidder under this solicitation shall follow the Best Value Procedures set forth in AC/4(2008)0002-REV2-ANNEX 1 dated 15 July 2015, or deviations to the procedure, if any, as approved by the NATO Investment Committee.

1.3.3.2 The bid evaluation criteria and the detailed evaluation procedures are described in Section 4.

1.3.4 This Invitation for Bid will not be the subject of a public Bid opening.

- 1.3.5 The Bidder shall refer to the Purchaser all queries for resolution of any conflicts found in information contained in this document in accordance with the procedures set forth in Section 2.6 "Request for IFB Clarifications".
- 1.3.6 Prospective Bidders shall note that with the aim to prevent a conflict of interest in industrial roles under the BMD Functions in ETEE Functional Services project, the NATO authorities authorizing this project have directed that Bidders responding to this IFB and their prospective Sub-Contractors shall be excluded from participation in the NCI Agency project under IFB-CO-115115-ETEE entitled "*BMD Functions in ETEE FS - WP4 Operational Assurance & Test*".

1.4 Security

- 1.4.1 Contractor will be required to handle and store classified material to the level of "NATO RESTRICTED" and the Contractor shall have the appropriate facility and personnel clearances. Should a Contractor be unable to perform the contract due to the fact that the facility clearance has not been provided by their respective national security agency, this lack of clearance cannot be the basis for a claim of adjustment or an extension of schedule, nor the lack of clearance be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
- 1.4.2 Contractor personnel working at NATO sites are required to possess 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 at least fourteen (14) days prior to the site visit, 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 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.
- 1.4.3 Bidders are advised that contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities. Should the otherwise successful Bidder not be in a position to accept the offered Contract within a period of time deemed to be reasonable by the Purchaser due to the non-availability of the necessary 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 lacking the necessary security clearance(s) shall be liable for forfeiture of the Bid Guarantee.

1.5 Reserved

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.

2 GENERAL BIDDING INFORMATION

2.1 Definitions

2.1.1 In addition to the definitions and acronyms set in the Contract Special Provisions (Part II) of the prospective Contract, and the definitions and acronyms set in the Clause entitled "Definitions of Terms and Acronyms" of the 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, which 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 "Participating Country": any of the NATO nations contributing to the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, THE NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, THE UNITED KINGDOM and THE UNITED STATES.

2.1.1.6 "Quotation" or "Bid": a binding offer to perform the work specified in the attached prospective Contract (Book II).

2.1.1.7 "IFB": Invitation for Bid.

2.1.1.8 The Purchaser is defined as the current NCI Agency or its legal successor.

2.2 Eligibility and Origin of Equipment and Services

2.2.1 As stated in Section 1.3.1 above only firms from a Participating Country are eligible to engage in this competitive Bidding process.

2.2.2 In addition, all Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.

2.2.3 None of the work, including project design, labour and services shall be performed other than by firms from and within Participating Countries.

2.2.4 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.

2.2.5 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

2.2.6 As stated in Section 1.3.6 above, Bidders participating in the NCI Agency project under IFB-CO-115115-ETEE entitled "*BMD Functions In ETEE FS – WP4 Operational Assurance & Test*" are not eligible to participate in this IFB competition.

2.3 Bid Delivery and Bid Closing

2.3.1 The closing date and time for electronic submission of bids in response to this IFB at the email address given below in Section 2.3.2 is on/or before 12h00 / 12pm (Brussels Time) on **31 May 2021**, at which time and date Bidding shall be closed.

2.3.2 Bids shall be submitted by electronic means **only and solely** to the following email address:

2.3.2.1 IFB-CO-115113-ETEE.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 correct email specified in Section address specified in Section 2.3.2 and the delay was due solely to the fault of the Purchaser.

2.4 Requests for Extension of Bid Closing Date

2.4.1 Bidders are informed that requests for extension to the closing date for the IFB shall be submitted by the Bidder only through its respective country's NATO Delegation or Embassy to the Purchaser Point of Contact indicated in Section [2.5.1](#) below. Any request for extension shall be submitted by the respective NATO Delegation or Embassy **no later than fourteen (14) calendar days** prior to the established Bid closing date. Bidders are advised to submit their request in sufficient time as to allow their respective NATO Delegation or Embassy to deliver the formal request to the Purchaser within the above time limit.

2.5 Purchaser's Point of Contact

2.5.1 The Purchaser point of contact for all information and questions/clarification requests concerning this Invitation for Bid is:

Mr. Peter Kowalski, Senior Contracting Officer
Acquisition
Fax: +32.2.707.87.70
E-mail: peter.kowalski@ncia.nato.int

With a Copy to:

Ms. Dorina Cani, Principal Contracting Assistant
Fax: +32.2.707.87.70
Acquisition
E-mail: dorina.cani@ncia.nato.int

2.5.2 Bid Delivery: all bids shall be delivered by email as stated in paragraph 2.3.2. and only to that email address.

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 questions and requests for clarification shall be forwarded to the Purchaser via email to the addresses given in Section 2.5.1 using the Clarification Request Form provided at Annex D of this Book I. Such questions shall be forwarded to the point of contact specified in Section 2.5.1 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. 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 Section 2.6.3, below.
- 2.6.3 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.
- 2.6.4 It is the responsibility of the Bidders to ensure that all Clarification Requests submitted bear no mark, logo or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the clarification itself. This prescription is not applicable to the means used for the transmission of the clarification (i.e. email or form by which the clarification is forwarded).
- 2.6.5 The Purchaser declines all responsibilities associated to any and all circumstances regardless of the nature or subject matter arising from the Bidders' failure or inability to abide to the prescription in Section 2.6.4.
- 2.6.6 The Purchaser may provide for the removal of any form of identification in the body of the clarification request in those instances in which such practice is feasible as well as providing for a re-wording of the clarification request in those cases in which the original language submitted is deemed ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.
- 2.6.7 Bidders are advised that subsequent questions and/or requests for clarification included in a Bid shall neither be answered nor considered for evaluation.
- 2.6.8 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. The Bidders shall immediately inform the Purchaser in the event that questions posed are not reflected in the answers published.
- 2.6.9 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 mean of the issuance of a formal IFB amendment pursuant to AC/4 D/2261 (1996 Edition) and in accordance with Section [2.8](#) below.
- 2.6.10 The Purchaser reserves the right to reject frivolous clarification requests determined by the Purchaser to be clearly devised or submitted for the purposes 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).

- 2.6.11 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 Section 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 revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all Bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment will be accompanied by an acknowledgement of receipt which the Bidder shall complete and enclose as part of its Bid. This process may be part of the clarification procedures set forth in Section 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 its discretion and such extension will be set forth in the amendment document.
- 2.8.3 All revision or amendments issued by the Purchaser shall also be acknowledged by the Bidder in its Bid by completing the "Acknowledgement of Receipt of IFB Amendments" at Annex B-2. Failure to acknowledge receipt of all amendments may be grounds to determine the Bid to be non-compliant.

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 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 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 remove the Bid from the Purchaser's premises.
- 2.9.4 Except as provided in Section 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 Bids for a period of eighteen (18) months starting from the Bid Closing Date specified in Section 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 Bidder shall furnish with its Bid a guarantee in an amount equal to **one Hundred Eighty-Eight Thousand Euro (€188,000)**. 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 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, NCI Agency. The validity period of the Bid Guarantee shall be in line with the Bid Validity period as defined in Para 2.10.1.

2.11.2 Alternatively, a Bidder may elect to post the required Guarantee in cash (via direct bank deposit) or by certified cheque a copy of which to be submitted in the Bidder's Bid Administrative Package (Para 3.4). If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date. Instructions regarding direct cash bank deposit shall be obtained from the designated Point of Contact indicated in Para 2.5

2.11.3 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.

2.11.4 Failure to furnish the required Bid Guarantee in the proper amount, and in the proper form and for the appropriate duration by the Bid Closing Date may be cause for the Bid to be determined non-compliant.

2.11.5 In the event that a Bid Guarantee is submitted directly by a banking institution, the Bidder shall furnish a scan copy of said document in the Bid Administration Package.

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 determined to represent the best value, withdraws its Bid, or states that he does not consider its bid valid or agree to be bound by its bid;

2.11.6.2 The Bidder has submitted a compliant bid determined by the Agency to represent the best value, 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; or

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 Section 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 endeavour to 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 the Purchaser, when permissible under security classifications, will rely exclusively on electronic mail or portal communication to manage all correspondence related to this IFB, including IFB amendments and clarifications.

2.13.3 Bidders are cautioned that electronic transmission of documentation which contains classified information is not allowed.

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 or successor organisations 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 Clauses 6 and 7 of the Contract Special Provisions and Clauses 29 and 30 of the Contract General Provisions set forth Parts II and III of Book II herein. These Clauses sets 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 the Certificates at 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. Bidders shall note that Clause 6 of the Special Provisions prohibits the inclusion of any Background Intellectual Property or third party software in the code provided to the Purchaser without the Purchaser's prior agreement.

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 the provisions of the Book II prospective 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 the Book II terms and conditions or with the objectives and purposes of the Purchaser as stated in the Prospective Contract shall result in a determination of 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 9001:2015, 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 Sub-Contractors.

2.16.3 If the Bidder is offering a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, 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 Package.

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.

2.17 Receipt of an Unreadable Electronic Bid

2.17.1 If a bid received at the NCI Agency's facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, or due to Bidder's submission, in contravention of these bidding instructions, of electronic files that are encrypted or which contain passwords, the CO shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:

2.17.1.1 of the content of the bid as originally submitted, and;

2.17.1.2 that the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

2.17.2 A Bid that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.

2.17.3 If it is discovered, during either the Administrative, Price or Technical evaluation, that the Bidder has submitted an unreadable electronic bid, the Bidder may be determined to have submitted a non-compliant bid.

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 the Bidder understands the terms, conditions and requirements of the IFB and shall demonstrate the Bidder's ability to provide all the services and deliverables listed in the Schedules of the prospective Contract. Bidders shall take good note of Para 4.1.4 below in this regard.
- 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 final Best Value score.
- 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 If no specific format has been established for electronic versions, Bidders shall deliver documentation in the native electronic format which is best suited for review and maintenance by the Purchaser (e.g., Project Master Schedule in MS Project format, Project Highlight Reports in MS Word).
- 3.1.7 All documentation submitted as part of the Bid shall be classified no higher than "NATO UNCLASSIFIED".

3.2 Bid Package Content

- 3.2.1 The complete Bid submission shall consist of three distinct and separated parts described in the following table:

Part	Format and Quantity Details
I: Bid Administration	<p><u>Two (2) PDF files that include:</u></p> <ol style="list-style-type: none"> 1. The completed, signed certificates found in Annex B, provided as a single PDF file. 2. A copy of the Bid Guarantee. Note: this shall also be delivered by email directly to: <i>NCIAFinanceTreasuryBankGuarantee@ncia.nato.int</i> <p>➤ All of the required contents are detailed in Section 3.4.</p>
II: Price	<p><u>One (1) MS Excel file that includes:</u></p> <ol style="list-style-type: none"> 1. The completed Bidding Sheets template provided in Annex A-3. <p>➤ All of the required contents are detailed in Section 3.5.</p>
III: Technical	<p><u>1 Zip file, which includes 3 folders, organized as follows:</u></p> <ol style="list-style-type: none"> 1. Volume 1: Project Management 2. Volume 2: Software Engineering 3. Volume 3: Integrated Support <p>➤ All of the required contents are detailed in Section 3.6.</p>

3.2.2 All emails submitted to the Purchaser shall be less than 10 MB in size, and shall in all instances be entirely unlocked and unencrypted.

3.3 Package Marking

3.3.1 The bid shall be consolidated into one email and sent to the correct Bid Delivery email address stated in paragraph 2.3.3. The email shall have the following subject line:

- 115113-ETEE WP2 AMD SIM for [*Company Name*]

3.3.2 In the event the bid must be submitted in multiple emails to stay under the size limit stated in paragraph 3.2.2, the bidder shall add "Part 1 of 2", "Part 2 of 2" as necessary to the subject line of the email.

3.3.3 The individual electronic bidding files sent by email shall have the names listed below:

3.3.3.1 Part I, Bid Administration:

- 115113-ETEE-*Company Name*-Part I-Admin
- 115113-ETEE-*Company Name*-Part I-Bid Guarantee

3.3.3.2 Part II, Price:

- 115113-ETEE-*Company Name*-Part II-Price

3.3.3.3 Part III, Technical:

- 115113-ETEE-*Company Name*-Part III-Vol1-Intro
- 115113-ETEE-*Company Name*-Part III-Vol1-TOC
- 115113-ETEE-*Company Name*-Part III-Vol1-PMP
- 115113-ETEE-*Company Name*-Part III-Vol1-RR
- 115113-ETEE-*Company Name*-Part III-Vol1-PMQuals
- 115113-ETEE-*Company Name*-Part III-Vol1-BRCM
- 115113-ETEE-*Company Name*-Part III-Vol2-DDPph1
- 115113-ETEE-*Company Name*-Part III-Vol2-DDPFATSITph1
- 115113-ETEE-*Company Name*-Part III-Vol2-DDPph2
- 115113-ETEE-*Company Name*-Part III-Vol2-DDPFATSITph2
- 115113-ETEE-*Company Name*-Part III-Vol2-EngPersQuals
- 115113-ETEE-*Company Name*-Part III-Vol2-EngQAQuals

- 115113-ETEE-*Company Name*–Part III–Vol2-EngCSQuals
- 115113-ETEE-*Company Name*–Part III–Vol3-ISP
- 115113-ETEE-*Company Name*–Part III–Vol3-CMP

3.3.3.4 “*Company Name*” – In the subject line of the email, and in the names of the individual files, the name of the bidder shall be abbreviated to no more than 10 characters. For example, if a company’s name is “*Computer and Technology Research Company*”, the company name could be shorted to “*CTRC*” in the email and file names.

3.4 Part I: Bid Administration

3.4.1 The part is comprised of:

- All of the required certificates submitted as 1 (one) consolidated PDF file;
- One electronic copy of the Bid Guarantee provided with the bid as well as directly via email to:

NCIAFinanceTreasuryBankGuarantee@ncia.nato.int

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

3.4.3 The part shall include the Certificates set forth in Annex B 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:

3.4.3.1 Annex B-1 (Certificate of Legal Name of Bidder);

3.4.3.2 Annex B-2 (Acknowledgement of Receipt of IFB Amendments);

3.4.3.3 Annex B-3 (Certificate of Independent Determination);

3.4.3.4 Annex B-4 (Certificate of Bid Validity);

3.4.3.5 Annex B-5 (Certificate of Exclusion of Taxes, Duties and Charges);

3.4.3.6 Annex B-6 (Comprehension and Acceptance of Prospective Contract Provisions);

- 3.4.3.7 Annex B-7 (Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements) with the prospective text of such Agreements, as applicable;
 - 3.4.3.8 Annex B-8 (Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent), with a copy of the relevant quality certification attached to it.
 - 3.4.3.9 Annex B-9 (List of Prospective Major Sub-Contractors);
 - 3.4.3.10 Annex B-10 (Bidder Background IPR);
 - 3.4.3.11 Annex B-11 (List of Sub-Contractor IPR);
 - 3.4.3.12 Annex B-12 (Certificate of Origin of Equipment, Services, and Intellectual Property);
 - 3.4.3.13 Annex B-13 (List of Proposed Key Personnel);
 - 3.4.3.14 Annex B-14 (Certificate of Price Ceiling);
 - 3.4.3.15 Annex B-15 (Disclosure of Conflict of Interest);
 - 3.4.3.16 Annex B-16 (Disclosure of Involvement of Former NCI Agency Employment).
- 3.4.4 Documentation Disclosure of Conflict of Interest
- 3.4.4.1 A conflict of Interest means that because of other activities or relationships with other persons or entities, a Bidder is unable or potentially unable to render impartial assistance or advice to the Purchaser or the Bidder's objectivity in performing the prospective Contract work is, or might be otherwise impaired, or the Bidder has an unfair competitive advantage.
 - 3.4.4.2 If no conflict of interest exists, Bidders shall include a declaration to that extent signed by the individual entitled to commit the company to such statement.
- 3.4.5 No indication disclosing or contributing to disclose the Bid Price shall be made part of the Bid Administration or Technical Proposal packages. Failure to abide to this prescription may result in the bid being declared non-compliant.
- 3.4.6 No Bidder participating in this competition may participate, either as Bidder or as a prospective Prime or Sub-Contractor at any tier, in the NCI Agency project under IFB-CO-115115-ETEE entitled "*BMD Functions In ETEE FS - WP4 Operational Assurance & Test*". Bidders shall provide acknowledgement and certification of their non-participation in the Annex B prescribed Certificate B-15, "Disclosure of Conflict of Interest".

3.5 Part II: Price

3.5.1 This part is comprised of the completed Bidding Sheets Excel file provided with this IFB:

- “02_IFB-CO-115113-ETEE WP2 AMD SIM Book I Annex A Bidding Sheets FINAL.xlsx”

3.5.2 The IFB Book II Schedule of Supplies and Services Excel files will be completed by the Purchaser immediately prior to contract award and shall not be completed as part of the Bid.

3.5.3 General Rules

3.5.3.1 Bidders are advised that the total bid price for CLINs 1-7 shall not exceed a total of **EUR 4,704,491**. A bid that exceeds this total bid price ceiling shall be determined to be non-compliant and eliminated from further consideration. Bidders shall execute the certificate at B-14 – “Certificate of Price Ceiling” as confirmation of their compliance.

3.5.3.2 Bidders shall prepare their Price Quotation by completing the Bidding Sheets referred in Section 3.5.1.1.1 above, in accordance with the instructions specified in the bidding sheets.

3.5.3.3 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.

3.5.3.4 When completing the Bidding Sheets the Bidder shall insert information in all yellow cells of the Bidding Sheets and complete the Pricing Summary as instructed. 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.

3.5.3.5 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.

3.5.3.6 Bidders shall furnish Firm Fixed Prices for all CLINs as defined in the Bidding Sheets/Schedule of Supplies and Services. Purchaser evaluation of the

submitted bids will be on the basis of the complete submission including administrative, price and technical components for all CLINs. The Contract will be awarded for all CLINs.

- 3.5.3.7 Offered prices shall not be "conditional" in nature. Any comments supplied in the Bidding Sheets or in any part of the bid package which are conditional in nature, relative to the offered prices may result in a determination that the bid is non-compliant.
- 3.5.3.8 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.
- 3.5.3.9 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:
- 3.5.3.9.1 the currency is of a "participating country" in the project, **and**
- 3.5.3.9.2 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.
- 3.5.3.10 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.
- 3.5.3.11 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.
- 3.5.3.12 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.
- 3.5.3.13 The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document will not be considered for evaluation.
- 3.5.3.14 All prices bid shall be clearly traceable in the detailed Bidding Sheets.
- 3.5.3.15 Any adjustment or discount to prices should be clearly traceable to the lowest level of breakdown in the Bidding Sheets and should not be aggregated

or summed. Any lack of clarity or traceability may render the bid non-compliant.

- 3.5.3.16 The Bidder understands that there is no obligation under this contract for the Purchaser to exercise optional line items, if any, and that the Purchaser bears no liability should it decide not to exercise the options (totally or partially). Further, the Purchaser reserves the right to order another Contractor (or the same), to perform the tasks described in the optional line items of the current contract through a new contract with other conditions.

3.6 Part III: Technical

- 3.6.1 It is of the utmost importance that Bidders respond to all of the technical requirements of the Purchaser 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. To facilitate bidding and the subsequent evaluation of the Bidder's response to the various Sections of the Statement of Work (including all Annexes), bids shall be organized and submitted in three (3) Volumes and delivered in the bid as 1 (one) Zip file as follows:
- 3.6.1.1 Volume 1 – Project Management– covering the requirements from Section 2 of the SOW (includes the BRCM file);
- 3.6.1.2 Volume 2 – Software Engineering – covering the requirements from Section 3 of the SOW; and
- 3.6.1.3 Volume 3 – Integrated Support – covering the requirements from Section 4 of the SOW.
- 3.6.2 The mapping of SOW Sections to Volumes has been done to facilitate a consistent organisation of the Technical Proposal and its subsequent evaluation.
- 3.6.2.1 The mapping shall be adhered to by Bidders even if individual requirements within Sections of the SOW may seem to more logically belong in a different Volume. Requirements that are answered in Volumes other than as indicated in Section 3.6.1 may not be evaluated, thus affecting the Best Value score or resulting in a determination of non-compliance.
- 3.6.2.2 The proposed Technical implementation approach shall not be “conditional” in nature. Any comments supplied in the Technical Proposal Package which are conditional in nature, relative to the proposed Technical implementation approach, may result in a determination that the bid is non-compliant.
- 3.6.3 Bidding instructions related to each of the three (3) Volumes are provided in Sections 3.6.4 through 3.6.6.

3.6.4 Volume 1 – Project Management

3.6.4.1 This Volume will address the following elements:

3.6.4.1.1 Introduction

3.6.4.1.2 Table of Contents for the whole Technical Proposal

3.6.4.1.3 Draft Project Management Plan with appropriate sections to demonstrate the overall understanding of Purchaser's Project Management requirements by the Bidder including an initial Risk Register (RR) as an annex.

3.6.4.1.4 Bidder Project Management Qualifications and Key Personnel

3.6.4.1.5 Bid-Requirements Cross-Reference Matrix (BRCM)

3.6.4.2 Introduction

3.6.4.2.1 The introduction shall describe the company structure and activities of the prime Contractor. The country in which the prime Contractor is registered shall be identified and the size and location(s) of the company headquarters and subsidiary branches described. Within that structure the location and organizational unit of the office which will manage this contract shall be identified. This Section shall also describe the major activities of the company and how they are distributed across the organisation.

3.6.4.2.2 The introduction shall describe the corporate capabilities of the Bidder, including corporate experience, corporate structure and individual skills and experience in relation to this project.

3.6.4.2.3 The introduction shall highlight the strengths which the Bidder and its team bring to the project in terms of minimising the potential problems and reducing the risks, while meeting the overall implementation schedule, and the key points of the technical implementation approach. This summary shall be concise and to the point and shall not exceed 10 pages.

3.6.4.2.4 Bidders shall explicitly state in the introduction that, should their firm be selected and awarded the contract resulting from this solicitation, the delivered product(s) and services shall comply with all the requirements of the Statement of Work (including all annexes).

3.6.4.2.5 The introduction shall describe the Bidder's major proposed sub-Contractors for the Project. Major proposed sub-Contractors, for purposes of this Section, refer to the criteria set forth in Clause 10 of the Prospective Contract General Provisions entitled "Sub-Contracts". The Bidder shall identify the firm and the nation of origin and describe the

contribution which the sub- Contractor is expected to make to the execution of the project. The Bidder shall also provide rationale for the selection of the sub-Contractor and describe the added value the proposed sub-Contractor will bring to the execution of the project.

3.6.4.3 Table of Contents

3.6.4.3.1 Bidders shall compile a detailed Table of Contents which lists not only the Section headings but also the major sub-Sections, and topic headings of the Bid. Heading, Section and sub-Section titles should be appropriately descriptive in order to permit the Purchaser's bid evaluation team to locate relevant material expeditiously.

3.6.4.4 Draft Project Management Plan (PMP)

3.6.4.4.1 The draft PMP must demonstrate the Bidder's understanding of the Purchaser's Project Management requirements as described in the Statement of Work (SOW) by identifying the key factors of success to execute Project Management that delivers the Purchaser's expected outcome of the project within the milestones and deadlines articulated in the SOW.

3.6.4.4.2 The draft PMP shall demonstrate Project Management qualifications by describing the schedule of Project Management tasks, content and associated effort based on the schedule described in the SOW Tables 1-1 and 1-2 and on the Project Management requirements stated in Section 2 of the SOW.

3.6.4.4.3 The draft PMP shall demonstrate the ability to perform effective project activity resourcing, associated risk assessment and mitigation by describing how the Project Management plan will be maintained to comply with the schedule described in the SOW, how resource-related risks will be assessed and mitigated. The Bidder shall also describe how resources assigned to project activities meet the personnel requirements specified for the activity in a manner that allows the Purchaser to verify that they meet the requirements stated in the SOW for the activity.

3.6.4.4.4 An initial Risk Register (RR) and proposed mitigation actions shall be provided as an annex to the draft PMP.

3.6.4.4.5 The draft PMP shall demonstrate the ability to perform a continuous project team performance assessment by describing the approach and criteria that will be used to verify and validate resource performance in fulfilling assigned role(s) and in completing assigned tasks.

3.6.4.5 Bidder Qualifications and Key Personnel

3.6.4.5.1 The Bidder shall demonstrate in detail the ability to perform agile development by providing a list of such agile software development

projects that the Bidder has managed over the past 5 years with a description of the project and of the various roles fulfilled by the Bidder's project members and of their average assignment time to the project.

3.6.4.5.2 The Bidder shall demonstrate in detail the ability to implement service oriented architectures by providing a list of such software development projects that the Bidder has managed over the past 5 years with a description of the project and of the various roles fulfilled by the Bidder's project members and of their average assignment time to the project.

3.6.4.5.3 The Bidder shall demonstrate in detail the ability to perform a continuous project team performance assessment, project activity resourcing, associated risk assessment and mitigation by providing a list of such agile software development projects that the Bidder has managed over the past 5 years with a description of the processes applied on these projects.

3.6.4.5.4 The Bidder shall provide evidence that the Project Management Key Personnel described in Section 2.3 of the SOW meet the required essential qualifications by specifying the Key Personnel university qualification(s) and by describing per agile software development project that they have worked on within the past 8 years: a short, less than 120 words, description of the project, their role, their time assigned to the project, the size of the project expressed in number of team members, the Project Management methodology that was applied, whether the project implemented a service oriented architecture, if applicable which service oriented implementation approach was used, if applicable which service oriented technologies were employed for the implementation. The information shall be presented in a tabular format in descending chronological order.

3.6.4.5.5 The Bidder shall provide evidence, for example via TOEFL certificate, that the Project Management Key Personnel meet the English language proficiency requirement described in Section 2.3 of the SOW.

3.6.4.5.6 The Bidder may provide additional information to demonstrate that the proposed Project Management Key Personnel meet the qualifications described in Section 2.3.6 of the SOW.

3.6.4.6 Bid-Requirements Cross-Reference Matrix (BRCM)

3.6.4.6.1 Volume 1 shall also contain a **Bid-Requirements Cross reference Matrix (BRCM) in the format indicated at Annex E.**

3.6.5 Volume 2 – Software Engineering

3.6.5.1 This Volume should address the software engineering requirements specified in Section 3 of the SOW for the two (2) delivery phases described in Tables 1-1 and 1-2 of the SOW.

- 3.6.5.2 The Bidder shall provide for the intermediate delivery phase a Detailed Delivery Plan (DDP) as a tabular description of the functionality that needs to be implemented by Focus Area and Sprint defined in Table 1-1 and the Sections 3.6.1 through 3.6.3 of the SOW. For each table entry, the Bidder shall identify the proposed Scrum Master, the proposed Coding Team Lead Engineer and other Coding Team member profiles, the planned and substitute Contractor personnel that match the profiles and the number of man-days per person or profile that are required to deliver the products of a Sprint defined in the SOW according to the software implementation, Test and Acceptance plan defined in Section 3.10 of the SOW and that meet the acceptance criteria defined in Section 3.10.16 of the SOW. The Bidder shall specify the number of virtual development machines required to perform the development activities per each Sprint.
- 3.6.5.3 The Bidder shall provide for the intermediate delivery phase a Detailed Delivery Plan as a tabular description of the Factory Acceptance Test (FAT) and System Integration Test (SIT) activities defined in Table 1-1 of the SOW. For each table entry, the Bidder shall identify the proposed Scrum Master, the proposed Coding Team Lead Engineer and other Coding Team member profiles, the planned and substitute Contractor personnel that match the profiles and the number of man-days per person or profile that are required to deliver the intermediate delivery that meets the acceptance criteria defined in Section 3.10.19 of the SOW in addition to those defined in Section 3.10.16 of the SOW.
- 3.6.5.4 The Bidder shall provide for the final delivery phase a Detailed Delivery Plan as a tabular description for each activity defined in Table 1-2, identifying the proposed Scrum Master if required, the proposed Coding Team Lead Engineer and other Coding Team member profiles, the planned and substitute Contractor personnel that match the profiles and the number of man-days per person or profile based on the estimated effort defined in Sections 3.3.6.2 and 3.16.2 of the SOW. The Bidder shall specify the number of virtual development machines required to perform each activity.
- 3.6.5.5 The Bidder shall provide for the final delivery phase a Detailed Delivery Plan as a tabular description of the Factory Acceptance Test (FAT) and System Integration Test (SIT) activities defined in Table 1-2 of the SOW. For each table entry, the Bidder shall identify the proposed Scrum Master, the proposed Coding Team Lead Engineer and other Coding Team member profiles, the planned and substitute Contractor personnel that match the profiles and the number of man-days per person or profile that are required to deliver the final delivery that meets the acceptance criteria defined in Section 3.10.19 of the SOW in addition to those defined in Section 3.10.16 of the SOW.
- 3.6.5.6 The Bidder shall provide evidence that the Scrum Master personnel proposed in the Tables described above meet the required essential qualifications specified in Section 3.3.4 of the SOW by describing per software development project that they have worked on within the past 8 years: a short, less than

240 words, description of the project including the intended outcome of the project, their role, their time assigned to the project, the technologies employed to implement the project and the software development environment. The information shall be presented in a tabular format in descending chronological order.

- 3.6.5.7 The Bidder shall provide evidence that the Coding Team Lead Engineer personnel proposed in the Tables described above meet the required essential qualifications specified in Section 3.3.8 of the SOW by describing per software development project that they have worked on within the past 5 years: a short, less than 240 words, description of the project including the approach applied to deliver the project outcome, their role, their time assigned to the project, the technologies employed to implement the project, the software development environment, their usage of architecture modelling languages and their role in designing, executing and documenting unit testing. The information shall be presented in a tabular format in descending chronological order.
- 3.6.5.8 The Bidder shall provide evidence that the Coding Team member profiles can be fulfilled by Contractor personnel that meet the required essential qualification specified in Section 3.3.8 of the SOW by describing per person the profile that they match, the software development projects that they have worked on within the past 5 years: a short, less than 240 words, description of the project including the approach applied to deliver the project outcome, their role, their time assigned to the project, the technologies employed to implement the project, the software development environment, their usage of architecture modelling languages and their role in designing, executing and documenting unit testing. The information shall be presented in a tabular format in descending chronological order.
- 3.6.5.9 The Bidder shall provide evidence, for example via TOEFL certificate, that the software engineering Key Personnel meet the English language proficiency requirement described in Section 3.3 of the SOW.
- 3.6.5.10 Quality assurance will be measured as described in the SOW Section 3.13 and compliance with the measures will constitute a part of the acceptance of the Contract deliverables. Bidders shall, as part of the bid, provide evidence of their usage of quality assurance measures as described in SOW Section 3.13 by describing the quality assurance measures that the Bidder has applied in agile software development projects within the last 5 years.
- 3.6.5.11 Bidders shall, as part of the bid, provide evidence of their coding quality standards by describing the coding principles and guidelines that the Bidder has applied in agile software development projects within the last 5 years.

3.6.5.12 Failure to provide comprehensive documentary evidence of the application of coding principles and guidelines as specified in Section 3.6.5.11 may result in a determination of non-compliance for the submitted Bid.

3.6.6 Volume 3 - Integrated Support

3.6.6.1 This Volume shall contain a draft Integrated Support Plan covering the requirements described in Section 4.2 of the SOW and particularly focus on describing in detail how the requirements specified in Sections 4.2.2 and 4.2.3 will be met.

3.6.6.1.1 The Bidder shall describe the process for submitting incident reports.

3.6.6.1.2 The Bidder shall describe the process for responding to incidents requiring corrective maintenance on the Contractor provided software.

3.6.6.1.3 The Bidder shall provide for the Initial Operations Support phases defined in SOW table 1-1 and 1-2, a tabular description of the incident response activities. For each table entry, the Bidder shall identify the proposed Scrum Master if required, the proposed Coding Team Lead Engineer and other Coding Team member profiles, the planned and substitute Contractor personnel that match the profiles and the number of man-days per person or profile that are required to deliver the initial operations support.

3.6.6.1.4 The Bidder shall specify the number of virtual development machines required to perform the initial operations support.

3.6.6.2 This Volume shall contain a draft Configuration Management Plan covering the requirements described in section 4.3 of the SOW with a particular focus on describing the Configuration Management organisation, Configuration Item identification and status accounting.

4 BID EVALUATION AND CONTRACT AWARD

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 All bids will be evaluated solely using the formulae, evaluation criteria and factors contained herein. Technical Proposals will be evaluated strictly against the technical criteria and not against other Technical Proposals submitted.

4.1.3 The evaluation of bids and the determination as to the Best Value Score will be based only on that information furnished by the Bidder and contained in its Bid. The Purchaser shall not be responsible for locating or securing any information not identified in the Bid and has no obligation to query the Bidder regarding missing information.

- 4.1.4 The Bidder shall furnish with its Bid all information requested by the Purchaser in Book 1, Section 3 Bid Preparation Instructions. Significant omissions and/or cursory submissions will result in a reduced Best Value Score and may result in a determination of non-compliance without recourse to further clarification. The information provided by the Bidder in its proposal shall be to a level of detail necessary for the Purchaser to fully comprehend exactly what the Bidder proposes to furnish as well as its approach, qualifications, and methodologies.
- 4.1.5 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 assessment of the bid based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The purpose of the clarification stage is not to elicit additional information from the Bidder that was not contained in the original submission or to allow the Bidder to supplement cursory answers or omitted aspects of the Bid. 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.
- 4.1.6 The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience or past performance, facilities, or existing designs or materials by making a physical inspection of the Bidder's facilities and capital assets. This includes the right to validate, by physical inspection, the facilities and assets of proposed sub-Contractors.
- 4.1.7 The evaluation will be conducted in accordance with NATO Infrastructure Bidding Procedures as set forth in the document, and the Best Value evaluation procedures set forth in AC/4(2008)0002-REV2-ANNEX 1 dated 15 July 2015, or any deviation to these procedures as approved by the NATO Investment Committee. The bid evaluation methodology to be followed, including the top-level evaluation criteria, their weighting factors, and the Best Value calculation formulas for determination of the Best Value scores, have been approved by the NATO Investment Committee.

4.2 Best Value Award Approach and Bid Evaluation Factors

- 4.2.1 The Contract resulting from this IFB will be awarded to the Bidder whose conforming and compliant offer provides the Best Value to NATO, as evaluated by the Purchaser in compliance with the requirements of this IFB and according to the evaluation method specified in this Section 4. The top level evaluation criteria are: 40% Price / 60% Technical.
- 4.2.2 Upon approval of the price evaluation report, the NCI Agency Contracts Award Board will open the technical weighting scheme and apply the technical weight to the raw Technical Score (TS) to produce the weighted technical score.

4.2.3 A score for the bid's technical quality is composed of sub-scores in three separate areas:

4.2.3.1 **Management (M)** – Quality of the Bidder qualifications to meet Statement of Work (SOW) requirements as described in Volume 1. The Management Score is defined to contribute with 30% of the overall Technical Score.

4.2.3.2 **Engineering (E)** – Quality of engineering technical implementation approach based on the evaluation of the content of Volume 2 and its convincing ability to meet the requirements described in the SOW and SOW Annexes requirements. The Engineering Score is defined to contribute with 50% of the overall Technical Score.

4.2.3.3 **Supportability (S)** – Quality of the support approach which shall be described in Volume 3. The Supportability Score is defined to contribute with 20% of the overall Technical Score.

4.2.4 The Engineering (*EEEE*), Management (*MMMM*) and Supportability (*SSSS*) scores will be calculated based on the scores given to each proposal against the individual sub-criteria in each area.

4.2.5 As technical quality is rated to 60% of the overall bid value, the weighted Technical Score (*TTTTTTTT*) is thus defined as:

$$TTTTTTTT = 60 \times (0.5 \times EEEE + 0.3 \times MMMM + 0.2 \times SSSS) = 30 \times EEEE + 18 \times MMMM + 12 \times SSSS$$

4.2.6 The Purchaser's priorities in the evaluation of the Technical Proposal are described in the form of sub-criteria in Section 4.5 below. The sub-criteria are listed in descending order that reflects the relative importance that the Purchaser places on each sub-criterion.

4.2.7 A weighting scheme for sub-criteria values has been developed by Purchaser staff not associated with the Technical Evaluation. This weighting scheme has been sealed and is not known to any of the Purchaser staff beyond the originator and the Chairman of the Contracts Award Board, who are not evaluators within the framework of this IFB or in any manner or form are made privy of evaluation information throughout the course of the evaluation process. The weighting scheme remains sealed until Step 4 of the evaluation process, described in Section 4.7.

4.2.8 The Purchaser will determine the Best-Value final Score (*BBBBBBBB*) for each compliant bid using the calculated values for weighted Technical Score ($TTTTTTTT = TTTT \textit{wwww}$) and weighted Price Score (*PPPPwwww*) as:

$$BBBBBBBB = TTTT \textit{wwww} + PPPP \textit{wwww}$$

4.2.9 The maximum possible Best Value Score is 100 and the minimum possible is zero.

4.2.10 The bid having the highest BV final score will be selected as the apparent successful bid unless there is a statistical tie (see Para 4.7.3).

4.3 Evaluation Procedure

4.3.1 The evaluation will be done in a four step process, as described below:

4.3.1.1 Step 1: Administrative Compliance

4.3.1.1.1 Bids received will be reviewed for compliance with the mandatory Administrative requirements specified in Section 4.4. Bids not meeting all of the mandatory requirements may be determined to be non-compliant and not further considered in the evaluation or for award.

4.3.1.2 Step 2: Technical Evaluation

4.3.1.2.1 In Step 2 bids will have their Technical Proposals Packages evaluated against predetermined top-level criteria and identified sub-criteria (see paragraph below), and scored accordingly. This evaluation will result in "raw" or not weighted technical scores against the criteria.

4.3.1.2.2 Bidders are advised that any Bid whose Technical Proposal receives a score of less than 20% of the not weighted raw score possible in any of the sub-criteria listed in Section 4.5 of this document may be determined by the Purchaser to be non-compliant and not further considered for award.

4.3.1.3 Step 3: Price Evaluation

4.3.1.3.1 The Price Quotations of all bids remaining after Step 2 will be opened, evaluated and scored in accordance with Section 4.6.

4.3.1.4 Step 4: Calculation of Best Value Scores and Pre-Award Discussions

4.3.1.4.1 Upon completion of the Price Evaluation, the Apparent Successful Bid will be determined in accordance with Section 4.7 hereafter and pre-award discussions shall commence.

4.4 Evaluation Step 1 - Administrative Compliance

4.4.1 Bids will be reviewed for compliance with the formal requirements for Bid submission as stated in this IFB and the content of the Administrative Documentation Package. The evaluation of the Administrative Documentation Package will be made on its completeness, conformity and compliance to the requested information. This evaluation will not be scored in accordance with Best Value procedures but is made to determine if a bid complies with the

requirements of the Bidding Instructions and Prospective Contract. Specifically, the following requirements shall be verified:

- 4.4.1.1 The Bid was received by the Bid Closing Date and Time;
- 4.4.1.2 The Bid is organized and marked properly in accordance with these instructions;
- 4.4.1.3 The Bid Administration Part contains the documentation listed in Section 3.4 above and complies with the formal requirements established in Section 3.1 above;
- 4.4.1.4 The Bidder has not taken exception to the Terms and Conditions of the Prospective Contract or has not qualified or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work (including all its Annexes);
- 4.4.1.5 **Receipt of an unreadable electronic bid.** If a bid received by email is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser CO shall immediately notify the Bidder that the bid will be rejected unless the Bidder provides clear and convincing evidence:
 - 4.4.1.5.1 Of the content of the bid as originally submitted; and,
 - 4.4.1.5.2 That the unreadable condition of the bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling; and
- 4.4.2 Subject to the stipulation of Section 4.4.1.1 thru 4.4.1.5 Bids failing to conform to the above requirements may be declared non-compliant and may not undergo through further evaluation. Bids that are determined to be administratively compliant will proceed to Step 2, Technical Evaluation.
- 4.4.3 Notwithstanding Section 4.4.2, if it is later discovered in the evaluation of the Technical Proposal or the Price Quotation 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 (including all its Annexes), the Bidder may be determined to have submitted a non-compliant bid at the point in time of discovery.

4.5 Evaluation Step 2 - Technical Evaluation

- 4.5.1 The Technical Proposal will be evaluated against the criteria set forth in Section 4.2 above. In this Section those criteria will be expanded to identify sub-criteria considered important by the Purchaser during bid evaluation. Sub-criteria appear in descending order of importance within the criterion of which they form

a part. For some sub-criteria, there may be additional supporting factors at the next lower level. These lower level factors are not published here but are predetermined and included in the Technical Evaluation Weighting Scheme sealed before Bid Opening. Within each of the three Volumes of the Technical Proposal the criteria and their sub-criteria are identified as follows:

4.5.2 Volume 1 – Project Management

4.5.2.1 Criteria – Management (30% of the Technical Proposal)

4.5.2.1.1 Sub criteria in descending order of importance:

4.5.2.1.1.1 Overall ability of the Contractor to meet the Purchaser's Project Management requirements as described in the Introduction of Volume 1.

4.5.2.1.1.2 Bidder Qualifications and Key Personnel

4.5.2.1.1.2.1 Key personnel qualifications, certifications, and experience including language proficiency as specified in the Bidders PM Qualifications.

4.5.2.1.1.2.2 Demonstrated past ability to perform effective project team management and resourcing for agile development projects extending over more than 2 years as specified in the Bidders PM Qualifications.

4.5.2.1.1.3 Draft Project Management Plan

4.5.2.1.1.3.1 Accuracy and completeness of the schedule of Project tasks, content and associated effort derived from SOW Tables 1-1 and 1-2 and from the Project Management requirements stated in Section 2 of the SOW as specified in the draft PMP.

4.5.2.1.1.3.2 Accuracy and completeness of the description of the approach for performing effective project activity resourcing, associated risk assessment and mitigation including the description of how the Bidder shall present and document assigned resource qualifications for each activity for review by the Purchaser as specified in the draft PMP.

4.5.2.1.1.3.3 Initial Risk Register

4.5.2.1.1.3.4 Accuracy and completeness of the Bidder's approach to perform project team performance assessment as specified in the draft PMP.

4.5.3 Volume 2 – Software Engineering

4.5.3.1 Criteria – Engineering (50% of the Technical Proposal)

4.5.3.1.1 Sub criteria in descending order of importance:

4.5.3.1.1.1 Understanding of the development phase content

- 4.5.3.1.1.1.1 Quality and completeness of the proposed approach to deliver the outcome of the intermediate delivery phase.
- 4.5.3.1.1.1.2 Quality and completeness of the proposed approach to deliver the outcome of the intermediate delivery phase FAT and SIT.
- 4.5.3.1.1.1.3 Quality and completeness of the proposed approach to deliver the outcome of the final delivery phase.
- 4.5.3.1.1.1.4 Quality and completeness of the proposed approach to deliver the outcome of the final delivery phase FAT and SIT.
- 4.5.3.1.1.2 Quality and completeness of the qualifications and experience descriptions of the Scrum Master personnel proposed for each activity including their language proficiency.
- 4.5.3.1.1.3 Quality and completeness of the qualifications and experience descriptions of the Coding Team Lead Engineer personnel proposed for each activity including their language proficiency.
- 4.5.3.1.1.4 Quality and completeness of the qualifications and experience descriptions of the Coding Team personnel proposed for each activity including their language proficiency.
- 4.5.3.1.1.5 Demonstration of the understanding of the Quality Assurance measures.
- 4.5.3.1.1.6 Demonstration of the understanding of the Coding Principles requirements.

4.5.4 Volume 3 – Integrated Support

4.5.4.1 Criteria – Supportability (20% of the Technical Proposal)

4.5.4.1.1 Sub criteria in descending order of importance:

- 4.5.4.1.1.1 Quality and completeness of the process for submitting and promptly responding to incidents requiring corrective maintenance.
- 4.5.4.1.1.2 Quality and completeness of the qualifications and experience descriptions of the personnel proposed to support initial operations including their language proficiency.
- 4.5.4.1.1.3 Quality and completeness of the approach to conduct the configuration management of the non-software related project deliverables as specified in the SOW.

4.6 Evaluation Step 3 - Price Evaluation

- 4.6.1 The Bidder's Price Quotation will be first assessed for compliance against the following criteria:

4.6.1.1 The Price Quotation meets the requirements set forth in the Bid Preparation Section and the Instructions for Preparation of the Bidding Sheets in the bidding sheets.

4.6.1.2 Detailed pricing information has been provided and is adequate, accurate, traceable, and complete; and,

4.6.1.3 The Price Quotation meets requirements for price realism and balance as described below in Section 4.6.4 and does not exceed the defined ceilings as per Para 3.5.2.1.

4.6.2 A bid which fails to meet the Price Quotation compliance standards defined in this Section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.6.3 Basis of Price Comparison

4.6.3.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores and compliance with stated price ceilings. 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.

4.6.3.2 The Evaluated Bid Price to be inserted into the formula specified at Section 4.6.7 will be derived from the Grand Total of the Schedule of Supplies and Services calculated as follows:

- The Sum of the Firm - Fixed Prices offered for CLINS 1-7, as detailed below:

CLIN Number	CLIN Name
1.0	PROJECT MANAGEMENT
2.0	SOFTWARE ENGINEERING FOCUS AREA 1
3.0	SOFTWARE ENGINEERING FOCUS AREA 2
4.0	SOFTWARE ENGINEERING FOCUS AREA 3
5.0	SOFTWARE ENGINEERING FOCUS AREA 4
6.0	SOFTWARE ENGINEERING FOCUS AREA 5
7.0	INITIAL OPERATION SUPPORT

4.6.4 Price Balance and Realism

4.6.4.1 In the event that the successful Bidder has submitted a price quotation that is less than two thirds of the average of the remaining compliant bids, the Purchaser must ensure that the successful Bidder has not artificially reduced the offered price to assure contract award. As such, the Purchaser will request the firm to provide clarification of the bid and will inform the national delegation

of the firm. In this regard, the Bidder shall provide an explanation to both Purchaser and their national delegation on the basis of one of the following reasons:

- 4.6.4.1.1 An error was made in the preparation of the price quotation. The Bidder must document the nature of the error and show background documentation regarding the preparation of the price quotation that convincingly demonstrates that an error was made by the Bidder. In such a case the Bidder may request to remain in the competition and accept the contract at the bid price, or to withdraw from the competition;
- 4.6.4.1.2 The Bidder has a competitive advantage due to prior experience or internal business/technological processes that demonstrably reduce cost to the Bidder resulting in an offered price that is realistic. The Bidders explanation must support the technical proposal offered and convincingly and objectively describe the competitive advantage of and savings achieved by the advantage over the standard marked costs, practices and technology;
- 4.6.4.1.3 The Bidder understands that the submitted price quotations are unrealistically low in comparison with the level of effort required. In this case, the Bidder is required to estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such a reduction in revenue.
- 4.6.4.1.4 If a Bidder fails to submit a comprehensive and convincing explanation for one of the based above, the Purchaser shall declare the bid non-compliant and the Bidder will so be notified in accordance with the procedures set forth in paragraph 13(iii)(b) of AC/4-D/2261(1996 Edition). Non-compliance for reasons of bid realism is a basis for lodging a complaint under the dispute procedure.
- 4.6.4.1.5 If the Purchaser accepts the Bidders explanation of a mistake and allows the Bidder to accept the contract at the Bid price or the explanation regarding competitive advantage is convincing, the Bidder shall agree that the supporting pricing data submitted with this bid will be the basis to determine fair and reasonable pricing for all subsequent negotiations for modifications or additions to the contract and that no revisions of proposed prices will be made.

4.6.5 In the case of incrementally funded projects, the cost and pricing methodology used by the winning Bidder on the base contract will be used as the basis for all follow-on contracts or amendments to the base contract where these are proposed for IC agreement without competition.

4.6.6 Determination of the weighted Price Score. Once the technical report has been approved by the Contract Awards Board and all issues of compliance completed, the

price quotations will be opened and evaluated. The weighted Price Score (Pw) shall be determined according to the following formula:

$Pw = 100 \times (1 - (\text{Bid Price} / (2 \times \text{Average Bid Price}))) \times 0.4$, where 0.4 is the weighted factor for Price, with an expected value of Pw between 0 and 100.

4.7 Evaluation Step 4 – Calculation of Best Value Scores and Pre-Award Discussions

- 4.7.1 Upon conclusion and approval of the Price Evaluation results, the pre-determined third level weighting scheme for the Technical Evaluation shall be unsealed and the scores for the Engineering, Management, and Supportability factors will be calculated for each compliant bid. Then all partial scores shall be fed into the formula stated in Section 4.2.8 in order to obtain the Best Value Score of each bid.
- 4.7.2 The highest scored bid will be recommended as the Apparent Successful Offer.
- 4.7.3 A statistical tie is deemed to exist when the final scores of the highest scoring bids are within one point of each other. The Purchaser will then resolve the statistical tie by awarding the contract to the Bid with the highest weighed technical score.
- 4.7.4 Prior to confirmation of award, the Purchaser shall invite the Bidder with the Apparent Successful Offer to one or more rounds of pre-award discussions. These discussions shall aim at clarifying and confirming, within the boundaries of the IFB documents, any remaining topics and results in the preparation of the final contract documents.
- 4.7.5 Upon the successful completion of these pre-award discussions, to the Purchaser's full satisfaction, confirmation of final Bid compliance will be noted, and the definitive results of the evaluation process will be notified to the relevant NATO authorities.
- 4.7.6 When NATO authorities have confirmed completion of all required business clearances, the Purchaser will deliver the final set of contract documents to the Bidder for their signature. Upon the Purchaser's countersignature of those contract documents, the contract shall be considered to be in effect.

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 Volume to utilise the electronic files provided as part of this IFB and referenced in Annex A-3 and/or A-4.
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 hours/day, for a five-day workweek at NATO and National sites and Contractor facilities.
6. Should the Apparent Best Value 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 if deemed appropriate 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 for Bid

1. Bidders are required, in preparing their Price Volume to utilise the correct electronic Bidding Sheets file provided as part of this IFB. This is:

“02_IFB-CO-115113-ETEE WP2 AMD SIM Book I Annex A Bidding Sheets FINAL.xlsx”

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

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Annex B Prescribed Administrative Forms and Certificates

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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

E-MAIL ADDRESS: _____

TELEFAX No: _____

POINT OF CONTACT REGARDING THIS BID:

NAME: _____

POSITION: _____

TELEPHONE: _____

ALTERNATIVE POINT OF CONTACT:

NAME: _____

POSITION: _____

TELEPHONE: _____

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 IFB-CO-115113-ETEE have been received and the Bid, as submitted, reflects the content of such amendments.

Amendment no.	Date of Issued	Date of receipt	Bidder's Initials

Note: Failure to acknowledge receipt of all IFB amendments issued may be grounds to determine a Bid as non-compliant.

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 IFB-IFB-CO-115113-ETEE. 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, firm, or entity to submit, or not to submit, a Bid for the purpose of restricting competition.

Date :

Signature :

Name & Title :

Company :

Bid Reference :

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 eighteen (18) months from the Bid Closing Date of this Invitation for Bid.

.....
Date

.....
Signature of Authorised Representative

.....
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

.....
Title

.....
Company

Annex B-6. Comprehension and Acceptance of Prospective Contract Provisions

The Bidder hereby certifies that he has reviewed the totality of all provisions as set forth in this Invitation for Bid. The Bidder as well hereby provides its confirmation that he fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Book II 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 provisions of the Invitation for Bid Book II, and he will accept and abide by all stated provisions if awarded the contract as a result of this Invitation for Bid.

.....
Date

.....
Signature of Authorised Representative

.....
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 sub-Contractors, to be executed by the NCI Agency, or its legal successors, 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:

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, or its legal successors, 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

.....
Title

.....
Company

Annex B-8. Certificate of Compliance AQAP 2110 or ISO 9001:2015 or Equivalent

I hereby certify that _____(name of Company) possesses and applies Quality Assurance Procedures/Plans that are equivalent to the AQAP 2110 or ISO 9001:2015 as evidenced through the attached documentation¹.

Date

Signature of Authorised Representative

Printed Name

Title

Company

¹ Bidders must attach copies of any relevant quality certification.

Annex B-9. List of Prospective Major Sub-Contractors

Name and Address of SubContractor	DUNS Number ²	Primary Location of Work	Items/Services to be Provided	Estimated Value of Subcontract

Date

Signature of Authorised Representative

Printed Name

Title

Company

² Data Universal Numbering System (DUNS). Bidders are requested to provide this data in order to help NCIA to correctly identify major (one that exceeds 15% of total contract value) Sub-Contractors. If a Sub-Contractor'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 the Book II prospective contract General and Special Provisions.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-11. List of Sub-Contractor IPR

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

- a. The Sub-Contractor 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 Sub-Contractor IPR stated above complies with terms specified in the Book II prospective contract General and Special 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 for all software and documentation incorporated by the prospective Contractor and/or its Sub-Contractors into the work shall vest with persons or legal entities from and within NATO participating nations and no royalties or licence fees for such software and documentation shall be paid by the Contractor to any source that does not reside within a NATO participating nation

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
Contractor Project Manager (CPM)	2.3.1.1			EDC thru Contract completion
Contractor Scrum Master Focus Area 1 (CSM FA1)	3.3.2			During all Sprints, test and training periods related to FA1
Contractor Coding Team Lead Engineer Focus Area 1 (CCTLE FA1)	3.3.9			During all Sprints, test and training periods related to FA1
Contractor Scrum Master Focus Area 2 (CSM FA2)	3.3.2			During all Sprints, test and training periods related to FA2
Contractor Coding Team Lead Engineer Focus Area 2 (CCTLE FA2)	3.3.9			During all Sprints, test and training periods related to FA2
Contractor Scrum Master Focus Area 3 (CSM FA3)	3.3.2			During all Sprints, test and training periods related to FA3
Contractor Coding Team Lead Engineer Focus Area 3 (CCTLE FA3)	3.3.9			During all Sprints, test and training periods related to FA3

Position	SOW Reference	Labour Category	Name	Designation Period
Contractor Scrum Master Focus Area 4 (CSM FA4)	3.3.2			During all Sprints, test and training periods related to FA4
Contractor Coding Team Lead Engineer Focus Area 4 (CCTLE FA4)	3.3.9			During all Sprints, test and training periods related to FA4
Contractor Scrum Master Focus Area 5 (CSM FA5)	3.3.2			During all Sprints, test and training periods related to FA5
Contractor Coding Team Lead Engineer Focus Area 5 (CCTLE FA5)	3.3.9			During all Sprints, test and training periods related to FA5

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, 2, 3, 4, 5, 6 and 7 of the Bidding Sheets does not exceed **EUR 4,704,491** (four million seven hundred four thousand four hundred ninety-one Euro) as described in Section 3.5.2.1 of Book I.

Important Note: No price information of your Bid shall be disclosed in the Bid Administration Package, or the Technical Proposal Package.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Annex B-15. Disclosure of Conflict of Interest

I, the undersigned, as an authorised representative of _____,
(*company name*) certify that³:

(check one of the following statements:)

- a real or apparent conflict of interest as defined in Section 3.4.3 of the Bidding Instructions does not exist.
- a real or apparent conflict of interest as defined in Section 3.4.3 of the Bidding Instructions may exist and a plan for the mitigation of the conflict is provided in attachment to this Certificate.

(check one of the following statements:)

- business relationships as defined under Section 3.4.3 of the Bidding Instructions do not exist.
- business relationships as defined under Section 3.4.3 of the Bidding Instructions exist and have been identified in attachment to this Certificate.

(check as acknowledgement and confirmation the following statement:)

- our firm will not participate in any manner, either as Bidder, or as a prime or sub-Contractor at any tier, in the NCI Agency project under IFB-CO-115115-ETEE entitled "*BMD Functions In ETEE FS - WP4 Operational Assurance & Test*".

Date

Signature of Authorised Representative

Printed Name

Title

Company

³ Bidders are to check the appropriate box(es).

Annex B-16. Disclosure of Involvement of Former NCI Agency Employment

The Bidder hereby certifies that, in preparing its Bid, the Bidder did not have access to solicitation information prior to such information been authorized for release to Bidders (e.g., draft statement of work and requirement documentation).

The Bidder hereby acknowledges the post-employment measures applicable to former NCI Agency Personnel as per the NCI Agency Code of Conduct.

The Bidder hereby certifies that its personnel working as part of the Bidder's team, at any tier, preparing the Bid:

- Have not held employment with NCI Agency within the last two years.
- Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided in Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017):

Employee Name	Former NCI Agency Position	Current Company (Bidder) Position

The Bidder also hereby certifies that it does not employ and/or receive services from former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above, who departed the NCI Agency within the last 12 months. This prohibitions covers negotiations, representational communications and/or advisory activities.

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: NCI Agency, Financial Management Office
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 € 188,000 (One Hundred Eighty-Eight Thousand Euro). We are advised this Guarantee fulfils a requirement under Invitation for Bid IFB-CO-115113-ETEE 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 NCI 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 its Bid, or stated that he does not consider its Bid valid or agree to be bound by its 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 NCI 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 NCI 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 [insert a date at least 18 months from the final bid closing date]. 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 NCI 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 NCI 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 NCI Agency Contracting Officer which states

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

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

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.

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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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Annex D Clarification Request Form

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

INVITATION FOR BID
IFB-CO-115113-ETEE

BMD AMD Simulation System (WP2)

Annex D CLARIFICATION REQUEST FORM

INSERT COMPANY NAME HERE
 INSERT SUBMISSION DATE HERE

ADMINISTRATION or CONTRACTING				
Serial NR	IFB REF	QUESTION	ANSWER	Status
A.1.				
A.2.				
A.3.				
A.4.				

INSERT COMPANY NAME HERE
 INSERT SUBMISSION DATE HERE

PRICE				
Serial NR	IFB REF	QUESTION	ANSWER	Status
P.1				
P.2				
P.3				
P.4				
P.5				
P.6				

INSERT COMPANY NAME HERE
INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial NR	IFB REF	QUESTION	ANSWER	Status
T.1				
T.2				
T.3				

Annex E Bid-Requirements Cross Reference Matrix (BRCM)

Bidders shall provide the BRCM in Excel format according to the template “02B_IFB CO-115113-ETEE WP2 Book I Annex E BRCM FINAL”.

The BRCM shall be completed as per the following instructions:

- **“Reference Document”**, the document from which the requirement is defined.
- **“Reference ID”**, the reference of the Section/requirement under consideration. The “Reference ID” column shall cover:
 - “Bidding Instruction” references covering Sections 3.6.4, 3.6.5, and 3.6.6 of this document. “Bidding Instruction” references shall be provided in the format [BI - #] where “#” represents the actual paragraph number.
 - “SOW Requirement” references covering all ‘shall’ statement of the SOW. Requirement References shall be provided in the following format:
 - For the SOW: [SOW - #] where “#” represents the actual requirement (i.e. paragraph) number
- **“Description”**: the actual text of the Section/requirement under consideration.
-
- **“Bid Reference”** indicating where in their Bid the associated Bid Instruction Reference and/or SOW Requirement Reference is/are addressed. Bid Reference shall be provided in the form “Volume # - Doc # - Section #”
- **“Remarks”**, as applicable. The column “Remarks” might be used by the Bidders to provide a brief description of how the Bidder meets the requirement, to facilitate the reading, but any such descriptions will not form part of the formal evaluation.
- **“Compliance statement”**: the way and extent the Bid covers and complies with the Section/requirement under consideration, using the following classifications:
 - “Provided/Detailed”: The Bidder states providing a document or details at the mentioned reference. Such a classification is expected for all BIs and the majority of the SOW and SOW Annexes requirements.

- “Partial”: The Bidder states fulfilling the requirement but only describes part of it. Such a classification is expected for a small number of SOW and SOW Annexes requirements.
- “Deviation proposed”: The Bidder states taking and describing an alternative approach to fulfil the Section/requirement under consideration. Such a classification is expected for a very limited amount of SOW and/or SOW Annexes requirements.
- “Not detailed”: The Bidder states fulfilling the requirement, but does not detail/justify how. It is expected that some requirements from the SOW or SOW Annexes cannot be justified/detailed at the bidding stage.

One copy of the duly completed BRCM shall be included in the Technical Proposal Package (Volume 1).

Bidders shall note that, to facilitate the bidding process, the BRCM template already contains the core of BIs and associated descriptions in the columns “Reference ID” and “Description” respectively. However, it is the Bidders’ sole responsibility to ensure that all BIs (together with SOW references) are properly addressed and complete in the BRCM.