NATO
OTAN

NATO Communications and Information Agency (NCIA)

GENERAL BIDDING INSTRUCTIONS

FOR

NCIA SOLICITATIONS

UNDER THE NATO COMPETITIVE PROCUREMENT METHOD

NATO OTAN
NATO Communications and Information Agency (NCIA)

TABLE OF CONTENTS

SECTION 1. INTRODUCTION

1. Purpose

(a) The General Bidding Instructions establish the standard, baseline rules and procedures applicable to all NATO Communications and Information Agency (NCIA) solicitations issued under the procedure for NATO Competitive Procurement (NCP). They define the common requirements governing the preparation, submission, and evaluation of bids, ensuring consistency, fairness, and transparency in the conduct of competitions. These instructions apply universally unless expressly supplemented or tailored by the project-specific bidding instructions, which address requirement-specific conditions, evaluation criteria, and any deviations or additions necessary for a particular procurement. The General Bidding Instructions are publicly accessible on NCIA's website under Business>Procurement>Documents and Resources>Terms and Conditions for reference at any time. For convenience, a direct download link is provided here.

(b) Each procurement conducted under the NCP procedure is accompanied by bidding instructions, requirements, and details tailored to that specific procurement, hereinafter referred to as the *"Project-Specific Book I"*.

(c) The General Bidding Instructions and the *Project-Specific Book I* shall be read together as a single, complete set of documents. In the event of any discrepancy between the two, the *Project-Specific Book I* shall prevail, ensuring that Bidders comply with the particular requirements of each individual procurement.

(d) The version number of this document appears in the lower left corner of the cover page and indicates the month and year of release in parentheses. Previous versions (if any) are available upon request to the Purchaser's Point of Contact.

2. Notification of Procurement Opportunity

(a) NCP opportunities are advertised on NCIA's website under Business >Procurement>Procurement Opportunities. Before any NCP solicitation is issued, all participating national delegations are notified of the forthcoming procurement (i.e., the Notification of Procurement Opportunity (NPO)) at least ten (10) calendar days in advance of the publication date of the solicitation documentation, or at least twenty (20) calendar days when security clearances are required.

3. Governing Rules & General Conditions

(a) The governing rule for the solicitation is the Procedure for NATO Competitive Procurement (NCP), which is aligned with the Procurement Policy for NATO Common Funding (NPP), and is founded on the core principles of performance and delivery, open and fair competition, transparency, good governance, and efficiency and proportionality. Both documents are on NCIA's website under Business>Procurement>NATO Procurement Policy.

(b) An NCIA solicitation does not constitute a commitment or obligation to award a contract. NCIA will not be responsible or liable for any costs, expenses, or losses incurred by bidders in the preparation, submission, or participation in this solicitation, unless expressly provided for in the *Project-Specific Book I*.

(c) Confidentiality and Use of Information: All information exchanged in connection with an NCIA solicitation shall be treated as confidential. Information submitted by Bidders may be used and shared within the NATO Enterprise for purposes of this procurement, and NCIA will take reasonable measures to protect commercially proprietary information identified by the Bidder. Information provided by NCIA shall be used solely for preparing a bid and shall not be disclosed without prior written consent. Bidders shall ensure compliance by their personnel and subcontractors. Confidentiality means information that remains private and undisclosed without the permission of the originating party.

(d) NCIA Supplier Code of Business Ethics and Conduct: Bidders are hereby notified that the NCIA Supplier Code of Business Ethics and Conduct, as referenced in Clause A.3.3 of the NCIA Contract General Terms and Conditions (GTC) (available on NCIA's website under Business>Procurement>Documents and Resources>Terms and Conditions), forms an integral part of the resulting contract. The successful Bidder and its subcontractors, shall be required to comply with the standards and practices set forth therein when conducting business with NCIA. Submission of a bid constitutes acknowledgement and acceptance of this requirement.

4. Vendor Eligibility

(a) To participate in the competition, Bidders shall originate from a participating nation (as defined in SECTION 2.1(a)(9)). Bidders from other than participating nations are excluded from taking part in the competition or serving as a contractor or subcontractor. 5(b)SECTION 1.4(b)

(b) Declaration of Eligibility

(1) Additionally, in accordance with paragraph 14 of the NCP, and specific to NATO Security Investment Programme (NSIP)-funded procurements that are above Established Financial Limit (EFL) Level E, Bidders must possess a valid Declaration of Eligibility (DoE) issued by their respective national authority directly to NCIA. A template of the DoE is provided in Appendix A to these General Bidding Instructions.

(i) It is the sole responsibility of the Bidder to ensure that their national authority completes and issues the signed DoE to the Purchaser's Point of Contact (PoC) indicated in SECTION 2.7.

(ii) Bidders are advised to engage with their national authority as early as possible upon receipt of a Notification of Procurement Opportunity. Failure to obtain and ensure receipt of a DoE by the Purchaser will not be considered as a valid reason to request an extension to the Bid Closing Date (BCD).

(2) For non-NSIP-funded procurements, a DoE may still be requested. The *Project-Specific Book I* will confirm if a DoE is required.

5. Evaluation

(a) The evaluation methodology and weighting of criteria will be defined in the *Project-Specific Book I*. The evaluation methodology on the best value continuum include:

(1) Lowest Price Technically Compliant (LPTC): which involves awarding a contract to the bid with the lowest evaluated price that meets the minimum administrative and technical requirements;

(2) Best Value (BV)-Tradeoff: which involves awarding a contract to the bid identified as the most advantageous based on the expected outcome of an acquisition that, in the

Purchaser's estimation, provides the greatest overall benefit in response to the requirement. It considers criteria, either numerically or adjectivally, other than the lowest price; or

(3) A variation thereof on the best value continuum.

(b) The evaluation methodology is further described in SECTION 4 of these General Bidding Instructions. The *Project-Specific Book I* will define the evaluation factors and their relative weight or importance. Evaluation panels will assess bids in accordance with the selected methodology in the *Project-Specific Book I*.

(c) The Bidder shall refer to the Purchaser for all inquiries about this document and the *Project-Specific Book I* in accordance with the procedures set forth in SECTION 2.8 "Solicitation Questions and Answers".

6. Security Classification of the Solicitation and Planned Contract

(a) The successful Bidder may be required to handle or store classified material in accordance with the security classification level specified in the *Book II, Part II (NCIA Contract Special Terms and Conditions)* and as applicable in the *Book II, Part III (NCIA Contract General Terms and Conditions)*.

(b) The successful Bidder may require a Facility Security Clearance (FSC), Personnel Security Clearance (PSC), or both by the Effective Start Date of Contract (ESD) (see SECTION 1.12(a)(2)). Should the successful Bidder be unable to perform the contract because the FSC or PSC has not been provided by its respective national security agency, such lack of clearance shall not be:

(1) the basis for a claim of adjustment or an extension of the schedule; or

(2) considered a mitigating circumstance in the case of an assessment of liquidated damages or a determination of termination for default by the Purchaser under the prospective contract.

(c) Bidders are advised that the ESD as stated on the *Contract Signature Sheet*, may not be delayed in order to allow the processing of a FSC or PSC. Should the otherwise successful Bidder not be in a position to begin performance by the ESD due to SECTION 1.6(b) above, the Purchaser reserves the right to terminate the contract.

7. Site Visit or Bidders' Conference

(a) Prospective Bidders may be invited to a site visit or Bidders' conference, as outlined in Section 1.6 of the *Project-Specific Book I*.

(b) The purpose of the site visit or Bidders' conference is to brief prospective Bidders on specifics of the solicitation. A site visit provides prospective Bidders with the opportunity for real-time requirement clarifications, a physical survey of the existing site, its condition, layout, facilities, equipment, and workspace for the purpose of cost estimation for the various physical works needed in order to perform the requirements.

(c) The site visit or Bidders' conference will include a briefing on the bidding process, the prospective contract, and the technical aspects of the project. The agenda will be sent to attendees in advance.

(d) Those companies that wish to participate in the site visit or Bidders' conference must indicate their intention to attend No Later Than (NLT) seven (7) calendar days prior to the date of the site visit or Bidders' conference to the solicitation's point of contact stated in Section 2.1.5 of the *Project-Specific Book I*.

(e) Bidders may submit questions in writing NLT seven (7) calendar days prior to the site visit or Bidders' conference to the email address in Section 2.1.6 of the *Project-Specific Book I*. The Purchaser will endeavour to respond to these questions during the site visit or Bidders' conference.

(f) For any additional questions that are asked at the site visit or Bidders' conference, the Purchaser may attempt to answer them at that time, but any answer that may appear to change terms, conditions, or specifications of the solicitation shall be considered to be formally included after a written amendment to the solicitation, issued in writing by the Purchaser.

(g) All questions will be answered in writing and provided to all Bidders as soon as practicable after the site visit or Bidders' conference, regardless of their attendance at these events. The formal written answers will be the official response of the Purchaser, even if the written answer differs from the verbal response provided at the site visit or Bidders' conference.

(h) Notwithstanding the written answers provided by the Purchaser after the site visit or Bidders' conference, the terms and conditions of the solicitation remain unchanged unless a formal solicitation amendment is issued by the Purchaser.

8. Solicitation Documents

(a) All documents - including the *Project-Specific Book I*, applicable documents, and reference documents provided by the Purchaser - are to be used solely for the purpose of preparing a response to the solicitation. They are to be safeguarded at the appropriate level according to their classification and it is understood that the Purchaser uses its best effort to warrant the quality and accuracy of the provided reference documents.

9. Referenced Documents

(a) Bidders are not required to access documents listed in the "References" section of the Statement of Work (SOW) or elsewhere in the solicitation unless such documents are expressly identified as mandatory for bid preparation or contract performance. Where compliance with specific NATO policies, regulations, or standards is required, the relevant requirements shall be incorporated into the solicitation or otherwise made available to Bidders. Referenced documents not provided are for information only. Following contract award, the contractor may be provided access to additional NCIA documents, as deemed necessary by the Purchaser for contract performance, provided that such documents do not introduce new requirements or expand the scope of the contract beyond what was included in the solicitation and resulting contract.

10. Language of Bid

(a) All notices and communications regarding the solicitation shall be written and conducted in English.

(b) If the Bidder wishes to translate any portion of the solicitation into another language other than English, for its own practical purposes, they can do so. However, all bids shall be submitted in English and the English meaning shall prevail.

(c) Where a Bidder requests for an extension to the Bid Closing Date (BCD) for the purpose of translating the solicitation, such a request shall be sent to the Purchaser no later than fourteen (14) calendar days prior to the initial BCD. Irrespective of the number of such requests received, the Purchaser will only grant a one-time extension of up to fifteen (15) calendar days to the initial BCD.

11. Prospective Contract

(a) The prospective contract (*Book II*) requires the successful Bidder to deliver on the requirements as described therein - which includes the *Book II*, Part I (Schedule of Supplies and Services (SSS)), and *Book II*, Part IV (Statement of Work (SOW)) and its annexes.

(b) The prospective contract will be governed by *Book II*, Part II (NCIA Contract Special Terms and Conditions), and Part III (NCIA Contract General Terms and Conditions).

(c) NCIA Contract General Terms and Conditions

(1) The Core-NCIA Contract General Terms and Conditions (GTC) apply to all contracts issued by the NCIA. The applicable subset of the GTC depends on the nature and type of the procurement (e.g. service, equipment, software). The subset applicable to this procurement is identified in the *Project-Specific Book I*.

(2) The GTC are published on the NCIA website under Business>Procurement> Documents and Resources>Terms and Conditions. The version applicable to the solicitation is the version in effect on the date of its issuance, identified in the *Project-Specific Book I*. Superseded versions may be requested from Purchaser's Point of Contact in accordance with SECTION 2.7(a) of these General Bidding Instructions. Bidders are responsible for consulting the applicable version before submitting their bid.

(3) The GTC version in effect on the date of issuance of the solicitation is incorporated by reference and forms an integral part of the resulting contract upon signature. A subsequent revision of the GTC does not affect the solicitation; any change to the applicable terms during the solicitation period is made only by a formal amendment to the solicitation.

(d) NCIA Contract Special Terms and Conditions

(1) Where the nature, type or specific requirements of the procurement call for terms beyond the GTC, Special Terms and Conditions (STC) apply. The STC supplement and, where expressly stated, modify the GTC for the procurement.

(2) The STC applicable to the procurement are identified and set out in the *Project-Specific Book I*. Being specific to the procurement, the STC are provided with the solicitation rather than referenced as a standing publication.

(3) Where an STC conflicts with a GTC provision, the STC prevails, subject to the order of precedence in SECTION 1.14.

12. Contract Signature Date vs. Effective Start Date of Contract

(a) The resulting contract from the solicitation will include two key dates: the Contract Signature Date (CSD) and the Effective Start Date of Contract (ESD). These dates serve distinct purposes.

(1) CSD: is the date when the contract is fully executed, legally binding and enforceable, indicating that the agreement has been signed by both the successful Contractor and the Purchaser. The Purchaser signs the contract after the winning Bidder has signed it.

(2) ESD: is the date the Contractor is required to begin performance, which may be the same as or later than the CSD. The Purchaser will determine the ESD based on the requirements. The anticipated ESD will be outlined in Section 2.1.13 of the *Project-Specific Book I*, and the final ESD will be specified in the contract. The ESD shall serve as the start date for contract performance and obligations.

13. Organizational and Consultant Conflicts of Interest (OCCI)

(a) The Bidder shall identify in its bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI). This includes actual or potential conflicts of interests of proposed subcontractors. If a Bidder identifies in its bid or any resulting contract, a potential or actual conflict of interest the Bidder shall submit an Organizational and Consultant Conflicts of Interest Mitigation Plan to the Purchaser's Point of Contract in accordance with SECTION 2.7(a) of this General Bidding Instructions. The OCCI Mitigation Plan shall describe how the Bidder addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Bidders must consider whether their involvement and participation raises any OCCI issues, especially in the following areas:

(1) Management support services;
(2) Consultant or other professional services;
(3) Contractor performance or assistance in technical evaluations; or
(4) Systems engineering and technical direction work performed by a contractor that does not have overall contractual responsibility for development or production.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose, or misrepresents any relevant facts concerning its conflict of interest, the Purchaser may take appropriate action, including terminating the contract, in additional to any remedies that may be otherwise permitted by the contract.

(d) OCCI Mitigation Plan

(1) If an OCCI is identified, to facilitate resolution of any potential or actual OCCIs, Bidders are encouraged to submit their OCCI Plans in advance of the BCD at least 14 calendar days to the Purchaser's Point of Contact in accordance with SECTION 2.7(a) of this General Bidding Instructions. If included as part of the bid submission, it shall be submitted as part of the Administration Volume.

(2) The Bidder's OCCI Mitigation Plan shall provide any and all methods to avoid, neutralize, or mitigate present and future conflicts of interest. The plan should encompass the prime and all teaming partners. The plan should be specific as related to the requirement. As part of its OCCI Mitigation Plan, the Bidder must identify which contracts or subcontracts it will continue to support and those it intends to terminate or allow to lapse to eliminate any conflicts of interest. It should also address other resolution and mitigation measures to include the divestment of business units.

(3) The Purchaser's review of the Bidder's OCCI mitigation plan will consider the following in determining whether the plan is acceptable:

(i) the degree to which the Bidder addressed OCCI concerns;
(ii) the Bidder's approach for mitigating actual OCCI issues;
(iii) the Bidder's approach to mitigate potential OCCI issues; and
(iv) the adequacy of its OCCI procedures.

14. Solicitation Order of Precedence

(a) In the event of an inconsistency among the documents comprising the solicitation, the inconsistency is resolved by giving precedence in the following order:

(1) any amendment to the solicitation, the most recent prevailing over an earlier one to the extent of the inconsistency;
(2) Book I: the *Project-Specific Book I*;
(3) Book I: the General Bidding Instructions;
(4) Book II-Part I: the bidding sheets and Schedule of Supplies and Services;
(5) Book II-Part II: the NCIA Contract STC applicable to the procurement;
(6) Book II-Part III: the Core NCIA Contract GTC with applicable GTC subset(s) to the procurement;
(7) Book II-Part IV: the Statement of Work and specifications; and
(8) all other annexes, exhibits and attachments.

(b) Notwithstanding the order in SECTION 1.14(a), any provision of the General Bidding Instructions that safeguards the equal treatment of bidders or the integrity of the competition prevails over a conflicting provision of the *Project-Specific Book I*.

(c) This order of precedence governs the interpretation of the solicitation for the purpose of preparing and evaluating bids. The order of precedence applicable to the resulting contract is established in the GTC Clause A.1.2 and governs the executed contract.

(d) A Bidder that identifies an inconsistency in the solicitation brings it to the attention of the Purchaser's Point of Contact (SECTION 2.7(a)) in accordance with the clarification procedure, rather than resolving it unilaterally. The Purchaser's Point of Contact may resolve the inconsistency by amendment.

END OF SECTION 1

SECTION 2. GENERAL BIDDING INFORMATION

1. Definitions

(a) The definitions set forth in this section apply solely to these Bidding Instructions and the *Project-Specific Book I* and are specific to NCIA solicitations. They supplement the definitions contained in the NCP and shall not be interpreted as conflicting with it. Definitions included in the NCIA Contract General Terms and Conditions (Book II – Part III) or NCIA Contract Special Terms and Conditions (Book II – Part II) apply to the awarded contract.

(1) "Bid": means any response to a solicitation, including a proposal or offer under a negotiated acquisition.

(2) "Bidder": means an eligible legal entity, or a consortium (or similar arrangement) of legal entities, that submits a bid in response to a solicitation. Where a consortium is proposed, one entity shall be designated as the lead entity (the "Principal Contractor"), which shall act as the sole point of contact with NCIA and be fully authorized to represent and bind all consortium members. The Principal Contractor shall assume full responsibility for the bid and, if awarded, for contract performance. Evidence of such authority shall be provided with the bid. All consortium members shall comply with the same eligibility, security, confidentiality, and other requirements applicable under the solicitation. NCIA reserves the right to approve or reject any consortium composition or arrangement, including any changes thereto. A legal entity may participate in only one bid for the same solicitation, whether as a sole Bidder or as a member of a consortium, unless otherwise expressly permitted in the solicitation (e.g., submission of multiple or alternative bids); failure to comply may result in rejection of the affected bids.

(3) "Book I": means the General Bidding Instructions containing the standard bidding instructions which are publicly accessible on NCIA's website under Business>Procurement>Documents and Resources>Terms and Conditions. It also means the *Project-Specific* Instructions, a separate document, provided to potential bidders for each individual procurement and is tailored to the specific needs and conditions of that procurement. It includes all unique information and instructions pertaining to a particular procurement, such as the scope of work, procurement-specific requirements, deadlines, evaluation criteria, and bid submission details.

(4) "Competitive Dialogue": A procurement procedure whereby the procurement authority engages in discussions with selected bidders to develop one or more suitable solutions to a problem. Through dialogue, the procurement authority's requirements and the vendors' proposed solutions are refined and adapted before the submission of final bids/proposals. This procedure is typically employed for complex procurements where innovative solutions are required. See also *"Negotiation"*.

(5) "Compliance": means a strict conformity to the requirements and standards specified in the solicitation.

(6) "Contractor": means the person or legal entity which has signed the contract and is a Party thereto.

(7) "Clarification Request": means a formal written inquiry made from the Purchaser to a Bidder during the evaluation phase of that bid, to address ambiguities, omissions, uncertainty or mistakes discovered. A Clarification Request, is not used to solicit additional information which could change the submitted bid. The Purchaser may submit Clarification Requests to a Bidder at any time during the evaluation, as set out in SECTION 4.1(d). Clarification Requests to a specific Bidder or related responses are not disclosed to any other Bidder.

(8) "Declaration of Eligibility" or "DoE": means a document issued by the Bidders' national authorities certifying the legal and regulatory competence, the economic and financial standing, the technical and professional capacity, and the security risk of a Bidder. It is the Bidder's responsibility to obtain the DoE in a timely manner from their national authority.

(9) "Firm of a Participating Nation": means a firm legally constituted or chartered under the laws of, and geographically located in, or falling under the jurisdiction of a Participating Country.

(10) "Negotiation": Exchanges between the Purchaser and a bidder, in either a competitive environment, undertaken with the intent of allowing the bidder to revise its bid/proposal, and which may include bargaining on price, schedule, technical requirements, contract type, or other terms of the prospective contract. Negotiations are a form of Competitive Dialogue; where the solicitation documentation so provides, they are conducted in accordance with the process set out in that documentation and, in every case, before the final deadline for the receipt of bids/proposals. Negotiations are conducted in a competitive procurement after establishment of the competitive range. Negotiations are distinct from clarifications, which do not permit the introduction of new or materially altered information. See also *"Competitive Dialogue"*, a procurement procedure within which negotiations may be conducted.

(11) "Participating Nation": means a nation participating in the funding of a given procurement, as detailed in Section 2.1.7 of the *Project-Specific Book I*.

(12) "Purchaser": means the legal entity who awards and administers the contract on behalf of NATO (e.g. the NCIA) and stands as one of the contracting parties.

(13) "Questions and Answers": means a documented process during the bidding period where Bidders can submit questions for the Purchaser's answers in accordance with the instructions set out in SECTION 2.8.

2. Bid Delivery and Bid Closing Date

(a) The *Project-Specific Book I*, will specify the submission's Bid Closing Date (BCD) and time.

(b) Any bid received after the BCD and time indicated in Section 2.2 of the *Project-Specific Book I* may be considered "late" and may not be eligible for award. Bids may be considered late unless the Bidder is able to show that it completed the entire electronic transmission of the bid before the BCD and time.

(c) Unless otherwise stated in the *Project-Specific Book I*, Bidders are afforded a minimum of thirty-five (35) calendar days from the date of publication of the solicitation to submit bids. For procurements supporting Alliance Operations and Missions (AOM), the minimum period is twenty (20) days. See SECTION 1.10(c) on requesting an extension for the purposes of translating the solicitation documents.

3. Requests for Extension of the Bid Closing Date

(a) Bidders are informed that requests for extension to the BCD for the respective solicitation shall be submitted to the solicitation's point of contact indicated in Section 2.1.5 of the

Project-Specific Book I.

(b) Beyond a one-time extension request for translation purposes (see SECTION 1.10(c)), any other request for an extension to the BCD is at the sole discretion of the Purchaser to grant.

4. Consideration of Late Bid

(a) The Purchaser considers that it is the responsibility of the Bidder to ensure that the bid submission arrives by the specified BCD. A late bid may be considered at Purchaser's sole discretion under the following circumstances:

(1) a contract has not already been awarded pursuant to the respective solicitation, and the Purchaser determines that accepting the late bid would not unduly delay the procurement; or

(2) the bid was sent to the correct email address specified in Section 2.1.6 of the *Project-Specific Book I* and the delay was due solely to the fault of the Purchaser; or

(3) it was the only bid received.

5. Receipt of an Unreadable Electronic Bid

(a) If a bid sent to the Purchaser is unreadable to the degree that conformance to the essential requirements of the respective solicitation cannot be ascertained, or due to electronic files that are encrypted or which contain passwords (contrary to the instructions in SECTION 3.3(c)), the solicitation's point of contact indicated in Section 2.1.5 of the *Project-Specific Book I* shall immediately notify the Bidder that the bid may be rejected unless the Bidder provides clear and convincing evidence:

(1) of the content of the bid as originally submitted; and

(2) that the unreadable condition of the bid was caused by Purchaser's software or hardware error, malfunction, or other Purchaser's mishandling.

(b) A bid that fails to conform to the above requirements may be excluded from further evaluation by the Purchaser.

6. Page Limit for Bid Submission

(a) Bidders are informed that the *Bidder's Checklist* in Section 3.3 of the *Project-Specific Book I* includes a mandatory page limit for Technical and Corporate Experience bid submissions. Page limits (see SECTION 3.3(d)) are designed to support a fair, efficient, and streamlined evaluation process.

7. Purchaser's Point of Contact

(a) The Purchaser's Point of Contact for each solicitation is stated in Section 2.1.5 of the *Project-Specific Book I*.

(b) All correspondence related to the solicitation, including the actual bid submission, shall be sent to the email address in Section 2.1.6 of the *Project-Specific Book I*.

8. Solicitation Questions and Answers

(a) Bidders, at the earliest stage possible during the course of the solicitation period, are encouraged to submit questions, and within the timeframe specified in SECTION 2.8(c) below.

(b) All questions shall be submitted to the email address listed in Section 2.1.6 of the *Project-Specific Book I*, using the Questions and Answers Form provided at Appendix B of the *Project-Specific Book I*.

(c) Such questions shall be submitted no later than halfway through the bidding period. The Purchaser is under no obligation to answer questions submitted after this time.

(d) It is the responsibility of the Bidders to ensure that all questions submitted bear no name, mark, or any other form or sign that may lead to reveal the Bidders' identity in the language constituting the question itself. This prescription is not applicable to the mode used for the transmission of the questions (i.e. email or form by which the question is forwarded).

(e) 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 (via email) to all prospective Bidders. Bidders shall immediately inform the Purchaser in the event that their submitted questions are not reflected in the answers published.

(f) Where the extent of the changes implied by the response to a question is of such a magnitude that the Purchaser deems it necessary to issue revised documentation, the Purchaser will do so by the means of the issuance of a written amendment to the solicitation in accordance with SECTION 2.9.

(g) The Purchaser may reword questions where it considers the original language ambiguous, unclear, subject to different interpretation or revelatory of the Bidder's identity.

(h) The Purchaser reserves the right to reject questions clearly devised or submitted for the purpose of artificially obtaining an extension of the solicitation time (i.e. questions resubmitted using different wording where such wording does not change the essence of the question being requested).

(i) The published responses issued by the Purchaser will be regarded as the authoritative interpretation of the solicitation. Any amendment to the language of the solicitation included in the answers will be issued as a written amendment to the solicitation and shall be incorporated by the Bidder in its submission.

(j) The Purchaser will compile and respond to all questions in a consolidated manner, sharing responses with all Bidders to ensure equal treatment. Any amendments to the solicitation will be issued formally; if substantive changes are made, the Purchaser may extend the proposal deadline to allow all Bidders to adjust their bids accordingly.

9. Amendment to the Solicitation

(a) The Purchaser may amend the solicitation, in writing, at any time prior to the BCD. Any change will be formally issued to all Bidders by the Purchaser. This process may be part of the questions and answers process set forth in SECTION 2.7 or may be an independent action on the part of the Purchaser.

(b) The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a bid within the allotted time. The Purchaser may extend the BCD at its discretion and such extension will be set forth in the amendment.

(c) All amendments to the solicitation issued by the Purchaser shall be acknowledged by the Bidder in its bid by completing the "*Acknowledgement of Receipt of Solicitation Amendments*" certificate at Appendix A.2 of *Book I*. Failure to acknowledge receipt of all amendments may be grounds to determine the bid to be administratively non-compliant.

10. Cancellation of a Solicitation

(a) The Purchaser may, any time prior to contract award, cancel, suspend or withdraw for reissue at a later date the solicitation. No legal or other 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 the preparation and submission of a bid in response to the solicitation.

11. Technical Bid Submission Format

(a) The *Project-Specific Book I* will specify the technical bid submission format, which will be any one of the following four formats, with the selected format indicated in Section 2.1.12 of the *Project-Specific Book I*.

(1) Format 1: Written Bid Only: No additional presentation or demonstration is required beyond the written bid for the Technical and Corporate Experience Volumes of the bid submission. This is the primary submission format for the Lowest Price Technically Compliant (LPTC) methodology.

(2) Format 2: Written Bid + (Virtual) Oral Presentation: In addition to a written bid, the Purchaser reserves the right to invite Bidders to an oral presentation to substitute for, or augment, written information provided in the Technical Volume.

(3) Format 3: Written Bid + Technical Demonstration: In addition to a written bid, the Purchaser reserves the right to conduct a technical demonstration as part of the bid evaluation, at no cost to the Purchaser.

(i) The purpose of a technical demonstration would be to confirm the solid basis of the Bidder's proposed solution against the *Technical Evaluation Criteria* in Section 4.2 of the *Project-Specific Book I*.

(ii) Information from the technical demonstration shall be fed into the corresponding *Technical Evaluation Criteria*.

(iii) Bidders will be notified at least 4 weeks in advance if a technical demonstration is required, unless a different timeframe is stated in the *Project-Specific Book I*. At that time, the focus of the technical demonstration will be shared with the Bidder.

(iv) No additional content or documentation is required to be submitted at that time as part of the Technical Volume. This technical demonstration section is for informational purposes only until the formal notification has taken place in the *Project-Specific Book I*.

(v) Upon formal notification, the Bidders should be prepared to:

(A) Demonstrate the functional capabilities of their proposed solution.

(B) Demonstrate requirements and business processes based on components available during the evaluation period. Any Commercial-Off-the-Shelf (COTS) components are considered available during the evaluation period by default.

(C) Provide a plan of the technical demonstration and a description of the proposed demonstration environment.

(D) In case the technical demonstration fails to demonstrate a functionality as described in the plan due to unexpected technical problems, the Purchaser will give one more chance to repeat the demonstration of the specific functionality within seven (7) calendar days.

(E) The location and details of the Technical Demonstration will be determined in accordance with the *Project-Specific Book I*. Each Party is responsible for covering its own travel and accommodation costs for attending the Technical Demonstration, as well as any transportation and logistical costs associated with the materials and equipment required for such demonstration.

(4) Format 4: Only Oral Presentation or Technical Demonstration: Oral presentation or technical demonstration which would allow bidders to showcase their technical approach without submission of written technical bids.

12. Requests for Waivers and Deviations

(a) Bidders are informed that requests for alteration to, waivers, or deviations from the terms and conditions of the solicitation may not be considered after the questions and answers period. Any such requests for alterations to requirements, terms, or conditions of the solicitation may only be submitted during the solicitation questions and answers period set forth in SECTION 2.8.

(b) Requests for alterations to the specifications, terms and conditions of the prospective contract, which are included in a bid as submitted, may be regarded by the Purchaser as a qualification or condition of the bid which will either be taken into account during its evaluation or cause that bid to be excluded from further evaluation.

13. Modification and Withdrawal of Bids (Initiated by Bidders)

(a) 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 solicitation, and are received by the Purchaser prior to the BCD outlined in the *Project-Specific Book I*. Such modifications shall be considered as an integral part of the submitted bid.

(b) Modifications to bids that arrive after the BCD will be considered late, and will be processed in accordance with SECTION 2.4. Except that, unlike a late bid, the Purchaser will retain the modification until a selection is made. A modification to a late bid 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 successful Bidder on the basis of the bid submitted and disregard the late modification.

(c) A Bidder may withdraw its bid at any time without penalty. In order to do so, an authorized agent or employee of the Bidder must provide a statement of the firm's decision to withdraw the bid, submitted to the solicitation's point of contact in Section 2.1.5 of the *Project-Specific Book I*.

14. Alteration Of Bids (at Purchaser's Discretion)

(a) General (applies to all bids)

(1) Where information or documentation submitted by a Bidder is incomplete, erroneous, or missing, the Purchaser, through the Clarification Request (CR) process (see SECTION 4.1(d)), may request the Bidder to complete or correct such information or documentation within a specified timeframe. Such requests shall be conducted in a fair, transparent, and non-discriminatory manner and shall not provide any Bidder with an unfair advantage.

(2) The Purchaser, through the CR process, may also request the Bidder to correct minor clerical or administrative errors after the deadline for receipt of bids, provided such corrections do not alter the substance of the bid, affect pricing, or impact the Bidder's competitive position. All such corrections shall be documented by the Purchaser.

(3) After the final deadline for receipt of bids, no Bidder shall be permitted to alter or supplement its bid in any manner that would affect pricing, technical content, contractual terms, or any other substantive element, except as provided under SECTION 2.14(b).

(b) Competitive Dialogue or Negotiation (as specified in *Project-Specific Book I*)

(1) Section 2.1.11 of the *Project-Specific Book I* shall expressly state whether the Purchaser intends to award a contract without or with Competitive Dialogue or Negotiation.

(2) Without Competitive Dialogue or Negotiation

(i) The Purchaser intends to evaluate bids and award a contract without conducting Competitive Dialogue or Negotiation. However, the Purchaser reserves the right to seek clarifications or, if deemed necessary, to conduct in a dialogue or negotiations.

(ii) Bidders may be requested to clarify aspects of their bids or to resolve minor clerical or administrative errors. Such clarifications shall not result in any substantive change to the bid, including changes to price, technical content, or contractual terms.

(iii) The evaluation of bids will be conducted based on the information submitted at the time of bid receipt. The Purchaser reserves the right to award a contract without requesting any clarification, dialogue, or negotiation. Bidders are therefore advised to submit their best and final offer at the time of initial submission.

(iv) This is the primary format for the LPTC methodology.

(3) With Competitive Dialogue or Negotiation

(i) In the event the Purchaser intends to conduct Competitive Dialogue or Negotiation, this shall be expressly stated in the *Project-Specific Book I*. The Purchaser may, within defined phases of the procurement process and prior to the final deadline for receipt of bids, engage with Bidders or improve their bids.

(ii) Such engagement may include dialogue, negotiation, or iterative submissions, including adjustments that may affect pricing, provided that the conditions and phases for such adjustments are clearly defined in the solicitation.

(iii) The Purchaser may request additional information, clarifications, or revised bids from Bidders within the competitive range. All exchanges shall be conducted in a fair, transparent, and non-discriminatory manner, and no Bidder shall be provided information that would give it an unfair advantage.

(iv) All interactions shall be appropriately documented. The Purchaser reserves the right to limit, suspend, or conclude the Competitive Dialogue or Negotiation at any stage when sufficient information has been obtained to enable an award decision.

(v) Where necessary, the Purchaser may limit the number of Bidders participating in the Competitive Dialogue or Negotiation to those within the competitive range that will ensure an efficient competition.

15. Bid Validity

(a) Bidders shall be bound by the term of their bids for the period of:

(1) no more than six (6) months; or

(2) as otherwise stated in Section 2.1.8 of the *Project-Specific Book I* if less than six (6) months, starting from the BCD. Bids offering less than this period of time in Section 2.1.8 of the *Project-Specific Book I*, may be deemed administratively non-compliant.

(b) The Purchaser will endeavour to complete the evaluation and make an award within the bid validity period. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the bid validity period for all bids that remain under consideration for award.

(c) Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

(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; or

(2) refuse this extension of time and withdraw their bid in accordance with SECTION 2.13(c).

(d) 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.

16. Electronic Transmission of Information and Data

(a) The Purchaser will communicate answers to questions and solicitation amendments to the prospective Bidders as soon as practicable.

(b) Bidders are advised that the Purchaser will rely exclusively on email communication to manage all correspondence related to the solicitation, including solicitation amendments and questions.

(c) Bidders are cautioned that electronic transmission of documentation which contains classified information (NATO RESTRICTED, NATO CONFIDENTIAL, NATO SECRET) without the proper security controls is prohibited.

17. Export Control Compliance Declaration

(a) Bidders may be required, in accordance with the certificate at Appendix A.4 of the *Project-Specific Book I*, to disclose any Export Control agreements that are required by national governments to be executed by NCIA as a condition of contract performance. They are typically associated with, but not necessarily limited to, national export control regulations, technology transfer restrictions and end-user agreements.

(b) 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 terminating an executed contract if it is discovered that the terms of such Export Control agreements contradict with the terms of the contract, including the schedule, to the extent that either key objectives cannot be accomplished.

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

(a) Bidders are instructed to review the Intellectual Property Rights (IPR) clauses in the respective GTC and STC. These clauses set forth the definitions, terms and conditions regarding the rights of the parties concerning Intellectual Property (IP) developed or delivered under the prospective contract or used as a basis of development under the prospective contract.

(b) Bidders may be required to disclose, in accordance with Appendix A.7 of the *Project-Specific Book I*, the Intellectual Property (IP) proposed to be used by the Bidder that will be delivered with background IPR. Bidders are required to identify such IP and the basis on which the claim of background IP is made.

(c) The identification of the Bidders' background IP shall be limited to those IPs associated with products or documentation which is indispensable in order to deliver, install and operate, support, maintain the system and to provide training and which are not related to products or documentation needed for internal processes only.

(d) Bidders are further required, within the Administration Volume, to identify any restrictions on the Purchaser's use of the IP that is not in accordance with the definitions and rights set forth in the GTC and STC.

(e) Bidders are informed that any restriction on use or dissemination of IP conflicting with the terms and conditions of GTC and STC or with the objectives and purposes of the Purchaser as stated in the prospective contract may render the bid ineligible for award.

19. Bank Guarantee

(a) Bid Guarantee

(1) A bid guarantee shall not be required or requested in any NCIA solicitation.

(b) Performance Guarantee

(1) For certain procurements, the winning Bidder may be required to provide a performance guarantee to ensure compliance with contractual obligations. The specific terms, including the percentage of the contract price, maximum value, and submission deadline, will be detailed in Section 2.5 of the *Project-Specific Book I*.

20. Notice to Bidders of Contract Distribution and Disclosure of Information

(a) The resulting contract may be subject to release to the:

(1) NATO Resource Committees through the NATO Office of Resources for audit purposes (including audits carried out using third party companies (see *Book II*, NCIA Contract Special Terms and Conditions Article titled "*Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audit by Resource Committees*")); or

(2) to the Purchaser's customer holding a Service Level Agreement with the NCIA related to the respective requirement, upon request from that Purchaser's customer.

21. Artificial Intelligence: Bidder's Commitment to its Responsible Use

(a) If a Bidder plans to use Artificial Intelligence (AI) technologies when preparing their bid, developing their solution, or delivering the contract, they are expected to do so responsibly and in line with the NATO Principles of Responsible Use of Artificial Intelligence in Defence (publicly accessible on NATO's website under Home>About us>Official texts and resources>Official texts>Summary of the NATO Artificial Intelligence Strategy, or as otherwise stated in the applicable contract terms and conditions.

(b) These Principles promote transparency, reliability, and accountability on the use of AI. Failure to follow them may lead to disqualification from the competition or termination of the contract.

(c) Bidders remain fully accountable for the accuracy, integrity, and compliance of their submissions and deliverables, regardless of the use of AI. The use of AI does not relieve the Bidder of its obligations under the procurement or resulting contract.

22. Changes to Bidder's Composition

(a) The Purchaser understands that specific proposed personnel may become unavailable between time of bid submission and award as a result of circumstances beyond the Bidder's control. However, any changes to the composition, ownership or structure of a Bidder after bid submission are not permitted without prior written approval of the Purchaser. Any changes not approved by the Purchaser may result in disqualification from the competition.

23. Marking of Commercial Proprietary Information in Bids

(a) A Bidder is responsible for identifying any material in its bid that it considers commercially proprietary, confidential, or otherwise commercially sensitive. The Purchaser will not infer the status of any material, and the burden of identification rests entirely with the Bidder.

(b) A Bidder that wishes to restrict the use or disclosure of proprietary information in its bid shall:

(1) mark the cover or title page of the bid with a statement that the bid contains commercial proprietary information, together with a list of the pages on which that information appears; and

(2) mark each page – or the specific paragraph, table, or figure – containing such information with a legend identifying it as proprietary (for example, "Commercial Proprietary – Restricted Use"), placed at the location of the restricted content.

(c) Markings shall be specific enough that the proprietary portions can be identified without interpretation by the Purchaser or any other reader. A blanket marking - designating the entire bid as proprietary, or applying a restrictive legend so broadly that the specific content cannot be isolated - does not meet this requirement, and the Purchaser, may treat a bid marked in that way as containing no restricted information.

(d) Information that is not marked in accordance with this section may be treated by the Purchaser as non-proprietary. The Purchaser assumes no obligation to protect, and accepts no liability for the use or disclosure of, any information a Bidder has failed to mark.

(e) Nothing in this section restricts the Purchaser's use of a bid for the purpose of evaluation, including sharing it with the personnel and advisors conducting the evaluation, or overrides any disclosure obligation to which the Purchaser is subject under the applicable Purchaser's regulation.

END OF SECTION 2

SECTION 3. BID PREPARATION INSTRUCTIONS

1. General

(a) Bids shall be prepared in accordance with the instructions set forth herein and in the *Project-Specific Book I*.

(b) Bidders shall submit a complete bid, which comprehensively addresses all requirements stated herein and in the *Project-Specific Book I*. The bid shall demonstrate the Bidder's understanding of the respective solicitation and its ability to deliver the requirements.

(c) In the event that bidding on multiple schedules is permitted, as outlined in Section 2.1.9 of the *Project-Specific Book I*, and Bidders choose to do so, they shall clearly note this in their bid and submit separate bid packages for each applicable schedule, in accordance with the instructions in the *Project-Specific Book I*. This will allow for the independent and separate evaluation of each schedule by the Purchaser. Consequently, one or more schedules may be awarded to a single Bidder.

(d) Except where indicated in the *Project-Specific Book I*, all documentation submitted as part of the bid shall be classified at a level not higher than "NATO UNCLASSIFIED".

2. Alternate Items

(a) Bidders are hereby informed that alternate items may not be considered for evaluation unless otherwise specified in the *Project-Specific Book I*. Only items matching specific requirements in the solicitation will be accepted.

(b) However, the Purchaser acknowledges that, due to the rapid pace of technological advancements, some requirements may become discontinued, obsolete, or otherwise unavailable during the bidding period, necessitating a replacement or substitution.

(c) In such cases, if a Bidder is unable to provide an item that meets the specific solicitation requirements, and only when alternate items are explicitly permitted in the *Project-Specific Book I*, they must submit an alternative that is equal to the requirement. This submission shall include both the item that is to be replaced and its proposed alternative. The alternative item shall, at a minimum, be listed with its description and the Original Equipment Manufacturer (OEM) part number and must comply with the technical specifications outlined in the Statement of Work (SOW).

3. Bid Volume Content and Marking

(a) The complete electronic bid shall consist of four distinct and separate volumes. Detailed requirements for the structure and content of each of these volumes are contained in these General Bidding Instructions and the *Project-Specific Book I*.

(1) Volume 1: Administration (SECTION 3.4)
(2) Volume 2: Technical (SECTION 3.5)
(3) Volume 3: Corporate Experience (SECTION 3.6)
(4) Volume 4: Price (SECTION 3.7)

(b) Font Size: "Arial" fonts in size 11 shall be used for normal text, and "Arial Narrow" fonts not smaller than size 10 for tables and graphics.

(c) File Size: Emails submitted in response to a solicitation shall be less than 10 MB in size per email with no encryption or password protection to the file.

(d) Page Limitations: The submitted bid shall be in accordance with the page limit set out in the *Bidder's Checklist* in Section 3.3 of the *Project-Specific Book I*. Page limitations shall be treated as maximums. If exceeded, the excess pages may not be read or considered in the evaluation of the bid. Should the Purchaser engage in competitive dialogue or negotiations with Bidders, page limitations may be placed on responses to Clarification Requests (CRs). The specified page limits for CR responses will be identified in the letters forwarding the CRs to the Bidders. Page limitations shall not be circumvented by including inserted text boxes or pop-ups or internet links to additional information; such inclusions are not acceptable and will not be considered part of the bid. The Purchaser reserves the right to not consider any bid for award that does not adhere to the administrative requirements of this solicitation.

(e) File Grouping

(1) The bid shall be consolidated into as few emails as possible and sent to the email address stated in Section 2.1.6 of the *Project-Specific Book I*.

(2) The email shall have the following subject line: *{Insert Contract Reference}* Bid for *{Insert Company Name}*.

(3) In the event the bid must be submitted in multiple emails to stay under the size limit stated in SECTION 3.3(c), the Bidder shall add "Email 1 of 2", "Email 2 of 2" as necessary to the subject line of the email.

(4) The "Company Name" in the subject line of the email, and in the names of the individual files, 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 shortened to "*CTRC*" in the email and file names.

(f) Acceptable File Formats

(1) Unless otherwise directed, files shall be submitted in Adobe PDF format.

(2) The Purchaser will NOT accept hard copies of bids, CDs, thumb drives or zip files.

(3) The individual electronic files sent by email shall have the naming convention listed in the table in Section 3.2 of the *Project-Specific Book I*. In the event the documents must be split into more than one file (to ensure the size of the email stays within the limit stated in SECTION 3.3(c)), the Bidder shall add "Part 1 of 2", "Part 2 of 2" as necessary to the file names.

4. Volume 1: Administration

(a) The Administration Volume shall contain the following:

(1) One (1) merged PDF file containing all of the administrative certificates specified in the *Bidder's Checklist* of the *Project-Specific Book I*, signed in the original or electronically by an authorized representative of the Bidder. No alternative versions of certificates will be accepted, and submission of an alternative version may result in the bid being declared administratively non-compliant.

(2) The completed *Bidder's Checklist* tables of the *Project-Specific Book I* for all four Volumes, with the "Included in Bid" column completed for every listed item. The completed checklist verifies the completeness of the bid and shall not state or otherwise reveal any prices.

(3) Where an Organizational and Consultant Conflict of Interest (OCCI) is identified in accordance with SECTION 1.13(d) of this General Bidding Instruction, the Mitigation Plan shall be included as part of the Administration Volume.

(b) No information disclosing or contributing to disclose the bid price shall be made part of the Administration Volume. Failure to abide to this prescription may result in the bid being declared administratively non-compliant.

5. Volume 2: Technical

(a) The Technical Volume addresses the proposed approach to meeting or exceeding the requirements of each technical subfactor, as well as, where required, the risks in the proposed approach in terms of technical, performance, or schedule.

(b) The structure and content of the Technical Volume can vary depending on the nature and complexity of the procurement. Bidders must carefully review the Project-Specific Book I to understand the required format and level of detail.

(c) Executive Summary: Bidders may provide an overview of the salient features of their Technical Volume in the form of an executive summary. An executive summary is not mandatory and shall not be evaluated. This summary (if included) shall not exceed a two-paged PDF file.

(d) The Technical Volume shall include a Table of Contents that lists section headings, major sub-sections, and topic headings as required by *Book I*, or implied in the organization of, Technical Volume.

(e) No information disclosing or contributing to disclose the bid price shall be made part of the Technical Volume.

(f) Additional materials such as brochures, sales literature, product endorsements and unrelated technical or descriptive narratives shall not be included in the Technical Volume.

6. Volume 3: Corporate Experience

(a) The Bidder shall submit a Corporate Experience volume with its bid in accordance with the format contained in SECTION 4.7 of this General Bidding Instructions and SECTION 3.3(a)(3) of *Project-Specific Book I*. Corporate Experience is only applicable for the Lowest Price Technically Compliant (LPTC) methodology when specifically stated in the *Project-Specific Book I*.

7. Volume 4: Price

(a) Introduction

(1) Bid pricing requirements as addressed in this SECTION 3.7 are mandatory. The prices provided shall be intended as the comprehensive total price offered in response to the solicitation.

(2) No alteration of the *Bidding Sheet* (Appendix C to *Book I*) – 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 the *Project-Specific Book I* or in the instructions embedded in the *Bidding Sheet* file.

(b) Quantity

(1) The Bidder shall submit:

(i) One (1) completed Microsoft (MS) Excel (native) file of the *Bidding Sheet* document (Appendix C to *Book I*). This MS Excel file shall be duly completed and able to be manipulated (i.e. not an image).

(ii) One (1) PDF file of the Offer Summary sheet (i.e. Tab 1) of the Bidding Sheet.

(c) General Rules

(1) Bidders are required, in preparing their Price Volume, to utilize the electronic files provided as part of the solicitation and referenced in *Bidder's Checklist* of the *Project-Specific Book I*.

(2) The excel file (.xls) includes detailed instructions on each tab that will facilitate Bidders' preparation of the bid pricing.

(3) All metrics (e.g. cost associated with labour) will be assumed to be standard or normalized to 7.6 hours per day, for a five-day workweek at the Purchaser's or Contractor's facilities.

(4) Bidders are advised that formulae, designed to ease evaluation of their bid, may have been inserted in the electronic copies of the *Bidding Sheet* by the Purchaser. Notwithstanding, the Bidder remains responsible for ensuring that their figures are correctly calculated and should not rely on the accuracy of the formulae used in electronic copies of the *Bidding Sheet*.

(5) Bidders are responsible for the accuracy of their bid. The Price Volume that has apparent computational errors may have such errors resolved in the Purchaser's favour.

(6) If the Bidder identifies an error in the spreadsheet, they should notify the Purchaser through the Solicitation Questions and Answers process described in SECTION 2.7**.** The Purchaser will then make a correction and notify all the Bidders of the update.

(7) The structure of the *Bidding Sheet* shall not be changed (other than as indicated elsewhere) nor should any quantity or item description in the *Bidding Sheet*. The currency of each contract line item and sub-item shall be shown.

(8) In Section 2.1.3 of the *Project-Specific Book I* is the intended contract type.

(d) Bid Currency

(1) Bidders shall quote in their own national currency or in euro. However, all the prices must be quoted in the same currency and this currency will be reflected in the resulting contract and used for payments made thereunder.

(2) Evaluation of the price bids will be made in Euro in accordance with SECTION 4.8(d).

(e) Taxes and Duties

(1) The Purchaser, by virtue of its status under the terms of Article IX and X of the *Agreement on the status of the North Atlantic Treaty Organization, National Representatives and International Staff* signed in the Ottawa Agreement (publicly accessible on NATO's website under Home>About us>Official texts and resources>Official texts>Agreement) is exempt from all direct and indirect taxes (including Value Added Tax (VAT)) and all customs duties on merchandise imported or exported.

(2) The successful Bidder agrees to verify prior to issuance of any invoice and in consultation with the Purchaser, whether in the nation where the VAT would be due, the Purchaser is exempt from VAT at source or is entitled to claim reimbursement of VAT. Where the transaction is exempt from VAT at source, the successful Bidder shall exclude VAT from the invoice. The Purchaser will provide a VAT exemption certificate, as appropriate, at the point of invoice submission. Outside of this, the successful Bidder will cooperate with the Purchaser to provide all necessary documentation to ensure Purchaser obtains the VAT exemption.

(3) Unless otherwise specified in the instructions for the preparation of the *Bidding Sheet*, all prices quoted in the bid 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® 2020.

(4) The Bidder's attention is directed to the fact that the Price Volume shall contain no document or information other than the priced copies of the *Bidding Sheet*. Any other document will not be considered for evaluation.

(f) Evaluation of Options

(1) Except when it is determined not to be in the Purchaser's best interests, the Purchaser will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Purchaser to exercise the option(s).

END OF SECTION 3

SECTION 4. BID EVALUATION AND CONTRACT AWARD

1. General

(a) In the event bidding on multiple schedules is permitted under the *Project-Specific Book I*, and a Bidder has submitted multiple bid packages, each schedule shall be evaluated independently and separately by the Purchaser, based on the documentation provided within that particular bid package.

(b) The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid or included only by reference. Bidders are therefore invited not to include documents by reference, as those will not be taken into account.

(c) To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the pricing, technical, administrative and contractual requirements of the applicable solicitation.

(d) Clarification Request

(1) The Purchaser, at its own discretion, reserves the right to request clarification of the bid at any time during the evaluation. The Bidder shall provide sufficient information in writing in connection with such Clarification Requests (CRs) as to permit the Purchaser to make a final assessment of the bid. Receiving such CRs shall by no means construe an impending award. CRs are limited to resolving ambiguities in what has already been submitted in line with SECTION 2.14(a).

(2) The Bidder's prompt response to the Purchaser's CR is important, as failure to provide the requested clarification within the time limit set forth in the specific CR letter (minimum one calendar day), may result in having the bid eliminated from the competition.

(3) The Purchaser reserves the right, during the evaluation and selection process, to verify any statements made concerning experience and facilities (e.g. by making a physical inspection of the Bidder's facilities and capital assets and by interviewing proposed key personnel). Physical inspections and interviews will also apply to assertions in the bid made on behalf of proposed subcontractors. The Bidder shall be responsible for providing access to its own or subcontractors' facilities and personnel. The Purchaser will notify the Bidder in advance and provide further details, should it choose to exercise the right to physical inspections and interviews.

(4) CRs to a specific Bidder or related responses are not disclosed to any other Bidder.

2. Basis for Contract Award

(a) The Purchaser will select the best overall bid based upon an integrated assessment of the evaluation factors and subfactors described in the *Project-Specific Book I*.

(b) A contract may be awarded to the Bidder whose bid conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by *Project-Specific Book I*) and is judged, based on the evaluation factors and subfactors, to represent the best value to the Purchaser. The Purchaser seeks to award to the Bidder who gives the greatest confidence that it will best meet, or exceed, the requirement and result in the best value to the Purchaser.

3. Solicitation Requirements, Terms and Conditions

(a) Bidders are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical or management requirements, in addition to those identified as factors or subfactors. Failure to comply with the terms and conditions of the solicitation may result in the Bidder being ineligible for award.

4. Evaluation Procedure

(a) The evaluation will be conducted by the Purchaser in accordance with the evaluation method and criteria set out in the solicitation, through a five-step process (with Steps 2 through 4 occurring in parallel), as described below:

(1) Lowest Price Technically Compliant

(i) Step 1: Administrative Compliance

(ii) Step 2: Price Evaluation

(iii) Step 3: Technical (Compliance) Evaluation

(iv) Step 4: Corporate Experience Evaluation (if applicable)

(v) Step 5: Determination of Apparent Successful Bidder

(2) Best Value

(i) Step 1: Administrative Compliance

(ii) Step 2: Technical Evaluation

(iii) Step 3: Corporate Experience Evaluation

(iv) Step 4: Price Evaluation

(v) Step 5: Determination of Apparent Successful Bidder

5. Evaluation Step 1: Administrative Compliance

(a) Bids will be reviewed for compliance with the formal requirements for bid submission stated in the solicitation and for completeness across all Volumes. This review assesses completeness of, conformity to, and compliance with the requested information; it does not assess the substantive merits of the Technical, Corporate Experience, or Price Volumes, which are evaluated in the subsequent Steps. For Step 1: Administrative Compliance, the following requirements shall be evaluated:

(1) The bid was received by the BCD stated in Section 2.2 of the *Project-Specific Book I*;

(2) The bid is composed and marked properly as stated in SECTION 3.3;

(3) The Administration Volume includes the completed Bidder's Checklist required by

SECTION 3.4;

(4) The bid contains, in the respective Volume, the documentation listed in the *Bidder's Checklist* for each of the Volumes in the *Project-Specific Book I*; and

(5) The Bidder has not taken exception to the terms and conditions of the prospective contract or has not qualified or otherwise conditioned its bid on a modification or alteration of the terms and conditions or the language of the SOW.

(b) The Administration Volume will be evaluated utilizing the rating scheme illustrated in Table 1.

RATING	DESCRIPTION
Compliant	Bid clearly meets the minimum requirements of the solicitation.
Non-Compliant	Bid does not clearly meet the minimum requirements of the solicitation.

Table 1: Administrative Compliancy Rating

(c) Failure to comply with the administrative requirements of the solicitation may result in elimination from the competition.

(d) Bids that are determined to be administratively compliant will proceed to the next evaluation step.

(e) Notwithstanding SECTION 4.5(d), if it is later discovered during the administrative, price, or technical evaluation that the Bidder has taken exception to the terms and conditions of the prospective contract, or has qualified or otherwise conditioned its bid on a modification or alteration of the terms and conditions or the language of the SOW, it may result in elimination from the competition.

6. Evaluation Step 2 (for BV); Evaluation Step 3 (for LPTC): Technical Evaluation

(a) Best Value-Tradeoff

(1) Numerical Approach

(i) The evaluation will result in "raw" or unweighted technical scores against the criteria.

(ii) There are three levels of criteria:

(A) Level 1 Criteria: identifies the overall ratio between technical, corporate experience, and price weighting. The total weighting must equal 100%. The Level 1 criteria and weights are listed in Section 4.3 of the *Project-Specific Book I*.

(B) Level 2 Technical Sub-Criteria: identifies risks and describes what is to be evaluated. The second level criteria may be sub-divided into different categories. The total weighting of the Level 2 Technical sub-criteria must equal 100%. The second level sub-criteria and weights are listed in Section 4.3 of the *Project-Specific Book I*.

(C) Level 3 Technical Sub-Criteria: identifies the different elements in which each second level sub-criteria can be broken down. The third level sub-criteria are listed in Section 4.3 of the *Project-Specific Book I* in relative order of importance. The total weighting of the Level 3 Technical sub-criteria must equal 100%.

(2) Adjectival Approach

(i) Technical bids will be evaluated using an adjectival assessment against the requirements set out in the solicitation. The evaluation will consider the extent to which the bid demonstrates a clear understanding of the requirement, the soundness and feasibility of the proposed approach, and the degree to which it meets or exceeds the stated criteria. In conducting this evaluation, the Purchaser will identify strengths, weaknesses, risks, and discriminators among bids. Adjectival ratings will be assigned to reflect the quality of the technical bid and the associated level of performance risk; however, such ratings are intended to inform the evaluation and are not determinative of the award outcome. The technical evaluation will be conducted on a comparative basis and will support the overall trade-off analysis to determine the bid that represents the best value to the Purchaser. The order of importance of the Technical factors to Corporate Experience and Price is listed in Section 4.3 of the *Project-Specific Book I*.

(3) The Purchaser's technical evaluators will be using a rating scheme as indicated in *Table 2* to translate their narrative evaluations into a numerical (unweighted) scoring or adjectival rating:

A	B	C	D
NUMERICAL	**NUMERICAL FINAL TECHNICAL SCORE RANGE**	**ADJECTIVAL**	**DESCRIPTION**
5	**85 – 100**	**Excellent**	Bid demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths; risk of unsuccessful performance is low.
4	**70 – 84**	**Good**	Bid indicates a thorough approach and understanding of the requirements and contains at least one strength; risk of unsuccessful performance is low to moderate.
3	**50 – 69**	**Satisfactory**	Bid meets requirements and indicates an adequate approach and understanding of the requirements; risk of unsuccessful performance is no worse than moderate.
2	**25 – 49**	**Marginal**	Bid does not demonstrate an adequate approach and understanding of the requirements, containing one or more weaknesses; risk of unsuccessful performance is high.
1	**0 – 24**	**Unacceptable**	Bid does not meet requirements of the solicitation and, thus, contains one or more deficiencies; risk of performance is unacceptably high. The Bid is not awardable.

Table 2: Technical Evaluation/Risk Rating

(4) Oral Presentation or Technical Demonstration (Optional)

(i) In the event Bidders are requested to elaborate on part of their Technical Volume in the form of an oral presentation or technical demonstration, as set forth in SECTION 2.11, the Purchaser will evaluate the Bidder's oral presentation or technical demonstration, in accordance with the sub-criteria provided in Section 4.3 of the *Project-Specific Book I.*

(ii) If the presentation or demonstration does not validate the claims contained in the bid, the evaluation score assigned to the sub-criteria in question may change.

(b) Lowest Price Technically Compliant

(1) Upon determination of the lowest priced bid (Evaluation Step 2: Price Evaluation), the Technical Volume will be evaluated to confirm compliance with the technical criteria outlined in Section 4.3 of the *Project-Specific Book I*.

(2) The purpose of the technical evaluation is to assess whether the bid will satisfy NCIA's minimum requirements. The scoring of a technical bid will utilize the rating scheme illustrated in *Table 3*.

RATING	DESCRIPTION
Compliant	Bid clearly meets the minimum requirements of the solicitation.
Non-Compliant	Bid does not clearly meet the minimum requirements of the solicitation.

Table 3: Technical Compliancy Rating

7. Evaluation Step 3 (for BV); Evaluation Step 4 (for LPTC, if applicable): Corporate Experience

(a) Best Value

(1) The Purchaser will evaluate the Bidder's Corporate Experience based on the following three (3) aspects:

(i) Recency: This is a measure of the elapsed time from when the Corporate Experience referenced work in the submitted Corporate Experience References (CER) last occurred to the date of bid submission. The Purchaser will not consider any referenced Corporate Experience, longer than six (6) years, with a performance duration of less than six (6) months, to be recent.

(A) The Purchaser will consider the current proximity of time from when the referenced experience last occurred as well as the duration of the period of performance when assigning scores. Recency ratings are provided in *Table 4: Recency Ratings*.

ADJECTIVAL	DEFINITION
Very Recent	The referenced experience is ongoing or has been completed within the last 1 to 2 years. The Bidder has been performing for at least six months as of the bid submission date.
Recent	The referenced experience is ongoing or has been completed within the last 2 to 4 years. The Bidder has ongoing efforts and has been performing for at least six months as of the bid submission date.
Somewhat Recent	The referenced experience is ongoing or has been completed within the last 4 to 6 years. The bidder has ongoing efforts but has been performing for at least six months as of the bid submission date.
Not Recent	The referenced experience is not recent, with efforts or projects completed more than six years ago. The Bidder does not meet the criteria for Recency.

Table 4: Recency Ratings

(ii) Relevancy: This is a measure of the extent of similarity between the service or support effort, complexity, contract award value, contract type, and subcontract or teaming or other comparable attributes of the submitted CER and the solicitation requirements; and a measure of the likelihood that the Corporate Experience is an indicator of future performance.

(A) The Purchaser will assign each referenced Corporate Experience submission with one of the Relevancy ratings in *Table 5*.

ADJECTIVAL	DEFINITION
Very Relevant	The referenced experience involves essentially the same scope and magnitude of effort and complexities the solicitation requires.
Relevant	The referenced experience involves similar scope and magnitude of effort and complexities the solicitation requires.
Somewhat Relevant	The referenced experience involves some of the scope and magnitude of effort and complexities the solicitation requires.
Not Relevant	The referenced experience involves little or none of the scope and magnitude of effort and complexities the solicitation requires.

Table 5: Relevancy Ratings

(iii) Quality: The Purchaser will evaluate the quality of the Bidder's Corporate Experience based on feedback provided in the completed Contractor Performance Questionnaire (CPQ) forms, attached to the *Project-Specific Book I*.

(A) Per the CPQ cover letter, referenced Points of Contact (POCs) will be asked to complete and forward CPQ forms directly to the Purchaser, by the BCD and time indicated in Section 2.2 of the *Project-Specific Book I*.

(B) Bidders are encouraged to make each referenced POC aware of this process as early as possible and ensure referenced POCs provide the Purchaser with the completed CPQ by no later than the BCD.

(C) The CPQ must correspond to and be completed for the same contract and scope of work as the submitted CER. CPQs submitted for contracts, projects, or efforts other than those identified in the corresponding CER may not be considered.

(D) The Purchaser will assign each CPQ with one of the quality ratings in *Table 6*.

ADJECTIVAL	DEFINITION
Exceptional	During the contract period, the Bidder's performance meets or met contractual requirements and exceeds or exceeded many to the Purchaser's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Bidder were highly effective.
Very Good	During the contract period, the Bidder's performance meets or met contractual requirements and exceeds or exceeded some to the Purchaser's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Bidder were effective.
Satisfactory	During the contract period, the Bidder's performance meets or met contractual requirements. The contractual performance of the element or sub-element being assessed contained some minor problems for which corrective actions taken by the Bidder appear or were satisfactory.
Marginal	During the contract period, the Bidder's performance does not or did not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Bidder has not yet identified corrective actions. The Bidder's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	During the contract period, the Bidder's performance does not or did not meet most contractual requirements and recovery in a timely manner is not likely. The contractual performance of the element or sub-element

	contains serious problem(s) for which the Bidder's corrective actions appear or were ineffective.

Table 6: Quality Ratings

(iv) After the recency, relevancy, and quality of the Bidder's CERs have been determined, the Purchaser will assign one (1) of the five (5) performance confidence ratings in *Table 7*.

(v) Bidders without a record of relevant corporate experience or for whom information on corporate experience is not available, may receive a "Low" or "No" Confidence rating.

(vi) Unweighted scores or adjectival rating for the Bidder's Corporate Experience and their respective descriptions for evaluation criteria are as follows:

SCORE		DEFINITION
NUMERICAL	ADJECTIVAL	
5	**Very High Confidence**	Based on the Bidder's recent/relevant/quality experience, the Purchaser has a very high expectation that the Bidder will successfully perform the required effort.
4	**High Confidence**	Based on the Bidder's recent/relevant/quality experience, the Purchaser has a high expectation that the Bidder will successfully perform the required effort.
3	**Satisfactory Confidence**	Based on the Bidder's recent/relevant/quality experience, the Purchaser has a satisfactory expectation that the Bidder will successfully perform the required effort.
2	**Low Confidence**	Based on the Bidder's recent/relevant/quality experience, the Purchaser has a low expectation that the Bidder will successfully perform the required effort.
1	**No Confidence**	Based on the Bidder's recent/relevant/quality experience, the Purchaser has no expectation that the Bidder will be able to successfully perform the required effort.

Table 7: Corporate Experience Confidence Ratings

(b) Lowest Price Technically Compliant (if applicable)

(1) The Purchaser will evaluate the Bidder's Corporate Experience based on the following three (3) aspects:

(i) Recency: This is a measure of the elapsed time from when the Corporate Experience referenced work last occurred to the date of bid submission. The Purchaser will not consider any referenced Corporate Experience, longer than six (6) years from bid submission, with a performance duration of less than six (6) months, to be recent.

(ii) Relevancy: Relevancy is a measure of the extent of similarity between the service or support effort, complexity, or other comparable attributes of the submitted CER and the solicitation requirements; and a measure of the likelihood that the Corporate Experience is an indicator of future performance. The Purchaser will not consider any non-relevant CER for evaluation purposes.

(iii) Quality: The Purchaser will evaluate the quality of the Bidder's Corporate Experience based on the submitted outcomes described in Section 3 of the submitted CER forms and assign one (1) of the two (2) ratings accordingly in the following table:

RATING	DESCRIPTION
Satisfactory	The Bidder met all contractual requirements in this performance aspect. Although performance issues may have existed, the Bidder's associated corrective actions were satisfactory.
Unsatisfactory	The Bidder did not meet most contractual requirements for this performance aspect, and recovery was not in a timely manner. There were serious problems, and the Bidder's corrective actions were ineffective.

Table 8: LPTC Quality Ratings

(2) The Purchaser reserves the right to contact the referenced POC, provided in each Bidder-submitted CER form, to confirm accuracy of the submission.

(3) After the recency, relevancy, and quality of the Bidder's CER forms have been determined, the Purchaser will assign one (1) of the two (2) ratings, in *Table 3*, for Corporate Experience.

8. Evaluation Step 4 (for BV); Evaluation Step 2 (for LPTC): Price Evaluation

(a) The Price Volume will be evaluated to determine that the proposed price is complete, fair and reasonable as follows:

(1) The price meets the requirements for preparation and submission of the Price Volume set forth in SECTION 3 of these General Bidding Instructions.

(2) Detailed pricing information has been provided and is current, adequate, accurate, traceable, and complete.

(b) This solicitation is being made under anticipated conditions of adequate competition. This section is to assist the Bidder in submitting information that is required to evaluate the reasonableness and completeness, of the proposed price. The Purchaser will verify that all solicitation requirements have been priced, figures are correctly calculated, and prices are presented in a clear and useful format. Note that unreasonably high proposed prices, initially or subsequently, may be grounds for eliminating a bid from competition. Additionally, unbalanced pricing poses an unacceptable risk to the Purchaser and may be a reason to reject a Bid. Price submissions should be sufficiently detailed to demonstrate their reasonableness.

(c) The Price Volume meets requirements for price realism as described below in SECTION 4.8(f).

(d) Basis for Price Evaluation

(1) The Purchaser will convert all quoted prices into euro for purposes of evaluation and computation of price scores (BV) or determination of the lowest price (LPTC). The exchange rate to be utilized 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 BCD.

(2) The price comparison will be based on the offered total price as submitted in the Price Volume.

(e) Accuracy – Order of Precedence

(1) Bidders are responsible for the accuracy of their price bid. In case of inconsistencies between different parts of the *Bidding Sheet* and notwithstanding the possibility for the Purchaser, at its sole discretion, to resort to the CR process described at SECTION 4.1(d), for the purpose of determining the bid price subject to evaluation, the price in the 'Offer Summary' worksheet of the *Bidding Sheet* will be given precedence.

(f) Price Realism

(1) Should a Bidder submit a Price Volume that is not a realistic reflection of the objective cost of performance of the associated technical bid, this may be considered by the Purchaser to be an unrealistic price and may be eliminated from the competition.

(2) Possible indicators of an unrealistic Price Volume may include, but are not limited to:

(i) Labour costs that, when amortized over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder locality for the types of labour proposed.

(ii) Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.

(iii) Line item prices for supplies and service that are provided at no cost or at nominal prices.

(3) If the Purchaser suspects that a Bidder has proposed an unrealistic price, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation. If a Bidder fails to submit a comprehensive and compelling response, the bid may be eliminated from the competition. Alternatively, the Bidder may respond and request to withdraw from the competition.

(4) If the Purchaser accepts the Bidder's explanation, the Bidder shall agree that any supporting pricing data submitted with its bid will be incorporated by reference in the resultant contract. The Bidder shall agree as a condition of contract signature, that the pricing data will be the basis of determining fair and reasonable pricing for all subsequent negotiations for modifications of or additions to the contract.

9. Evaluation Step 5: Determination of Apparent Successful Bidder for Contract Award

(a) Upon conclusion of the administrative, technical, corporate experience, and price evaluations, the apparent successful bid, following which will be a contract award, will be determined as follows.

(b) Best Value Determination (Numerical Tradeoff)

(i) The Technical Score shall be calculated as follows:

Technical Score (TS) = (a%*TS1) + (b%*TS2) + (c%*TS3) + …

(A) Where: TS1, TS2, TS3, … are the scores assigned to the applicable technical sub-criteria, each expressed on a scale not exceeding 100; and a%, b%, c%, … are the weighting factors assigned to those sub-criteria, which in total equal 100%. The maximum possible Technical Score (TS) is 100.

(B) Technical Score and Minimum Threshold: Technical Scores shall be rated in accordance with *Table 2* (columns A & B). Only bids achieving a numerical scoring equivalent to Satisfactory or above will be considered eligible for contract award. Bids scoring below this threshold will receive a complete evaluation record but will be deemed technically unacceptable for award purposes and will not be identified as the Apparent Successful Bidder, regardless of their Final Score. Notwithstanding the foregoing, the Purchaser reserves the right to extend award eligibility to bids rated Marginal where evaluation outcomes so warrant, including where no bid achieves a Satisfactory rating or where the number of bids rated Satisfactory or above is insufficient to sustain effective competition. Any such determination shall be documented by the Purchaser prior to the conclusion of the evaluation. Where a bid is evaluated against any third-level technical sub-criterion as having a score or rating of less than Marginal, the Purchaser may determine that bid to be technically unacceptable for the purposes of award eligibility, notwithstanding its overall Technical Score.

(ii) The Corporate Experience Score shall be calculated as follows:

Corporate Experience Score (CES) = (CECR − 1) × 25

(A) Where: CECR is the Corporate Experience Confidence Rating assigned on a scale of 1 to 5 based on Table 7. A CECR of 1 yields a CES of 0 (minimum) and a CECR of 5 yields a CES of 100 (maximum). The maximum possible Corporate Experience Score (CES) is 100.

(iii) The Price Score shall be calculated as follows:

Price Score (PS) = 100 × (1 − (Bid Price / (2 × Average Bid Price)))

(A) Where Bid Price is the total evaluated price of the bid under consideration; and Average Bid Price is the arithmetic mean of the total evaluated prices of all eligible bids - that is, those that have passed the minimum Technical Score threshold. Where the result of this calculation is less than 0, the Price Score shall be deemed to be 0. The maximum possible Price Score (PS) is 100.

(B) To assist Bidders in understanding how this formula operates, the Table 9 below illustrates the Price Score produced at selected price points relative to the Average Bid Price. Note that the Average Bid Price is calculated from all eligible bids after bid closing and is not known to Bidders at the time of submission. The figures below are illustrative of the formula's behaviour only and do not constitute a target, signal, or recommendation from the Purchaser as to any particular price level.

#	Illustrative Price Score
1	Bid Price = 50% of Average Bid Price → PS = 75
2	Bid Price = 100% of Average Bid Price (at average) → PS = 50
3	Bid Price = 150% of Average Bid Price → PS = 25
4	Bid Price = 200% of Average Bid Price or above → PS = 0 (floor)

Table 9: Illustrative Price Score

(iv) The Final Best Value Score shall be calculated as follows:

Best Value Final Score (FS) = (TS*x%) + (CES*y%) +(PS*z%)

(where: x% is the weighting factor assigned to Technical; y% is the weighting factor assigned to Corporate Experience; z% is the weighting factor assigned to Price; and x% + y% + z% = 100%. The weighting governance constraints (x% + y%) ≥ 2 × z%; and x% ≥ y% and x% ≥ z% must be satisfied. The maximum possible Final Score (FS) is 100.)

(v) The bid having the highest final score will be selected as the successful bid unless there is a statistical tie.

(vi) Statistical Tie

(A) A statistical tie is deemed to exist when the Final Scores of the two highest-scoring bids are within one decimal point (1.0) of each other.

(B) The Purchaser will resolve the statistical tie by awarding the contract to the bid with the highest combined weighted non-price score, calculated as follows:

Tie-Break Score = (TS × x%) + (CES × y%)

(where x% and y% are the same weighting factors used in the Final Score calculation. Price is excluded from the tie-break as the Final Scores of the tied bids are already within a statistically insignificant margin. In the event that the Tie-Break Scores are also equal, the Purchaser reserves the right to request Best and Final Offers (BAFOs) from the tied bidders.)

(c) Best Value Determination (Adjectival Tradeoff)

(1) The Best Value Determination will be made through a comparative trade-off analysis of bids, taking into account the results of the Technical, Corporate Experience, and Price evaluations. The Purchaser will assess the relative advantages and disadvantages of each bid, including the significance of identified strengths, weaknesses, risks, and discriminators, in relation to the evaluated price. A higher-priced proposal may be selected where the identified advantages provide sufficient value to justify the price difference, while price may become the determining factor where bids are assessed as comparable in merit. This approach does not involve numerical scoring, rankings, or any automatic selection based on technical rating. Award will be made to the Bidder whose bid represents the best overall value to the Purchaser.

(d) Lowest Price Technically Compliant Determination

(1) The lowest evaluated priced and technically compliant bid will be recommended as the apparent successful bid.

(e) Pre-Award Contract Finalization

(1) Prior to contract award, the Purchaser may engage with the Bidder whose bid has been identified as the apparent successful bid through a Pre-Award Contract Finalization process. The purpose of this process is to finalize the contract documentation based on the evaluated bid and the solicitation documents and to complete any actions necessary for contract award and execution.

(2) Such engagement may take place through meetings, written correspondence, or other appropriate means and shall be limited to matters necessary for contract award and execution, including, but not limited to, the completion of contractual documentation, provision of performance guarantees, insurance certificates or other required documentation, identification of points of contact, establishment of administrative procedures, and other arrangements necessary to facilitate contract award and commencement of performance.

(3) This process shall not constitute Competitive Dialogue or Negotiations and shall not result in any material alteration of the Bid, except where explicitly permitted under the solicitation.

(4) Upon successful completion of the Pre-Award Contract Finalization process, and subject to all required approvals, the Purchaser may proceed with contract award.

(f) The Purchaser will deliver the final set of contractual documents to the Bidder for their signature.

10. Unsuccessful Bidders

(a) Unsuccessful Bidder(s) will so be notified in accordance with the notification procedures outlined in the governing rules in SECTION 1.3(a) of these General Bidding Instructions.

(b) Upon request by the unsuccessful Bidder, a debrief will be provided.

(c) Debriefings following exclusion from competitive range.

(1) The Purchaser will notify Bidders of any decision to exclude them from the competitive range; whereupon, they may request and receive a debriefing. Bidders excluded from the competitive range may request a pre-award debriefing or they may choose to wait until after the source selection decision to request a post-award debriefing. Bidders excluded from the competitive range are entitled to no more than one debriefing.

11. Contract Award Notice and Standstill Period

(a) A standstill period commensurate with the complaint deadline (see SECTION 4.12) will apply between the issuance of the contract award notification and contract signature. The purpose of the standstill period is to allow the Bidder, interested bidder, or interested party to lodge a complaint before the contract is awarded. The standstill may be waived in exceptional circumstances. After the standstill period expires, the contract will be concluded with the successful Bidder. All participating Bidders will receive a formal notification of the contract award decision.

12. Complaint and Dispute Resolution

(a) Bidders, Interested Bidders, or Interested Parties may file a Complaint pertaining to the solicitation with the Purchaser as described in the "*NCIA Competitive Procurement Dispute Resolution Procedure*" publicly accessible on NCIA's website under Business>Procurement>Documents and Resources>*Terms and Conditions* for reference at any time.

END OF GENERAL BIDDING INSTRUCTIONS

APPENDIX A: DECLARATION OF ELIGIBILITY

Date:

Declaration of Eligibility for NATO Competitive Procurement[1]

To: NCIA Procurement Authority

Subject: Declaration of Eligibility for NATO Competitive Procurement

Reference: Solicitation Number:

This Declaration of Eligibility (DoE) must be read in conjunction with the Notice of Procurement Opportunity (NPO), or other applicable solicitation document, which may include opportunity-specific or additional DoE requirements.

1. With reference to the above-mentioned NATO Competitive Procurement (NCP) opportunity, the following *[insert Country of Origin]* firm has expressed an interest in receiving the solicitation document:

a. Name of Firm:

b. Address:

c. Point of Contact/Title: Mr./Ms.:

d. Email Address:

e. Phone #:

2. I certify that this vendor has the necessary financial, technical and professional competence to be admitted by the Government of *[insert Country of Origin]* as a bidder were it responsible for awarding a contract of this nature. The vendor listed above is eligible to initiate the process required to be security cleared to up to *[insert NATO Security Classification]*.

____

Signature

[Name of National Responsible Authority]

[insert Country of Origin]

[1] The DoE should be substantially similar to this sample. Prospective Bidders should provide the relevant information about their company to their National Authority.