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NCIA/ACQ/2020/6229  
14 January 2020

**To:** All Nominated Prospective Bidders

**From:** The General Manager, NATO Communications and Information Agency (NCI Agency)

**Subject:** **Responses to Clarification Requests and Changes to IFB Documentation; Amendment 1**  
**IFB-CO-15561-GSK: INVITATION FOR BID FOR GUARD SERVICES NATO Satellite Ground Station (SGS) KESTER, BELGIUM**

**References:**

- A. AC/337-D(2016)0014 dated 16 March 2016
- B. BC-D(2018)0004-FINAL dated 29 January 2018
- C. BC-D(2019)0129-ADD2(INV) dated 9 July 2019
- D. NCIA/ACQ/2019/12873 NOI IFB-CO-15561-GSK, dated 26 November 2019
- E. NCIA/ACQ/2019/13130 IFB-CO-15561-GSK dated 20 December 2019

Dear Sir/Madam:

1. The purpose of this Amendment 1 to IFB-CO-15561-GSK is to provide all Nominated Bidders with the NCI Agency answers to Clarification Requests (CR) received to date for the subject IFB. The Purchaser provided responses to the CRs are issued as Annex A to this letter.
2. Answers provided to CRs required one revision to the IFB Book I removing the maximum total pages of 100 under Section 3.4.2, Preparation Of The Technical Proposal.
3. The IFB Bid Closing Date has not changed. The closing time for submission of bids in response to this IFB remains at **13:00 Hours (Brussels Time) on 20 January 2020.**
4. The reference for the Invitation For Bid is **IFB-CO-15561-GSK**, and all correspondence concerning this IFB should reference this number.

5. The NCIA Agency sole point of contact (POC) for all information concerning this IFB is Ms. Eva Benson, Contracting Officer, who may be reached at: eva.benson@ncia.nato.int or +32 (0) 6544 6103.

FOR THE DIRECTOR OF ACQUISITION a.i.:



Tiziana Pezzi  
Principal Contracting Officer

Attachments:

- (A) Purchaser answers to the Clarification Requests
- (B) Book I revised

**Distribution List for IFB-CO-15561-GSK**

**All Nominated Prospective Bidders**

1 Each

**NATO Delegations (Attn: Investment Committee Adviser):**

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

United Kingdom	1
United States	1
<b><u>Belgian Ministry of Economic Affairs</u></b>	1

**Embassies in Brussels (Attn: Commercial Attaché):**

Belgium	1
Bulgaria	1
Canada	1
Czech Republic	1
Denmark	1
Estonia	1
Germany	1
Greece	1
Hungary	1
Iceland	1
Italy	1
Latvia	1
Lithuania	1
Luxembourg	1
Montenegro	1
The Netherlands	1
Norway	1
Poland	1
Portugal	1
Romania	1
Slovakia	1
Slovenia	1
Spain	1
Turkey	1
United Kingdom	1
United States	1

**NCI Agency - NATEXs**

All NATEXs	1 Each
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**ANNEX D**

INSERT SUBMISSION DATE HERE

<b>ADMINISTRATIVE/CONTRACTUAL</b>				
<b>Serial Nr</b>	<b>IFB Section Ref.</b>	<b>BIDDERS QUESTION</b>	<b>NCI AGENCY ANSWER</b>	<b>Status*</b>
<b>A.1</b>	Book I- 3.3.3	Does the expression "Firm Fixed Prices" means no price changes can be requested throughout the contract duration? Can price changes be proposed when contractor is confronted with rise in costs due to Government (Belgian) decisions, changing Labour Laws or salary increases by cost-living index	Firm Fixed Price means that the pricing stated in the contract are not subject to any adjustment on the basis of the Contractor's cost experience in performing the Contract. Under the General Provisions, Article 16 "Changes" stipulates that a Contractor shall submit a written proposal for adjustment to the Purchaser describing the general nature and amount of the proposal for adjustment.	CLOSED
<b>A.2</b>	Book I- 3.4.11	Can NCIA define the definition "Key Personnel", in other words is the list to deliver only regarding management or also includes the proposed guards.	Key Personnel is identified as the Security Manager along with the Security Guards.	CLOSED
<b>A.3</b>	Book I- 3.4.11.1	If Guards are included in "Key Personnel" it brings the number of Key personnel at +/- 20 individuals. The "resumes" will represent +/- 40 pages of the maximum of 100 pages. In this case can the maximum of 100 pages be corrected?	The maximum total pages of 100 is removed from Book I, Section 3.4.2 of the Preparation Of the Technical Proposal. All other page limitations remain.	Amendment 1
<b>A.4</b>	Book I- 3.4.11.3	Letters of commitment or copies of Labour Contract: Do we need to deliver these documents at introducing BID or after award of contract	Per Book I, Bidding Instructions under 4.5 Technical Criteria details all required criteria to be submitted as part of the Prospective Bidder's technical	CLOSED

			package. These documents are required to be part of the prospective bidder's technical package for evaluation.	
<b>A.5</b>	Book I- 3.4.11.4	Clearances: Do we need to deliver these documents at introducing BID or after award of contract?	Please view the response from A.4	CLOSED
<b>A.6</b>	Book I- 3.4.11.5	Dog Handling Licenses: Do we need to deliver these documents at introducing BID or after award of contract?	Please view the response from A.4	CLOSED
<b>A.7</b>	Book I- 3.4.11.6	Weapon Licenses: Do we need to deliver these documents at introducing BID or after award of contract?	Please view the response from A.4	CLOSED
<b>A.8</b>	Book I- 3.4.2	If all documents mentioned above need to be delivered at BID closing (20 January 20) for all personnel (+/- 20 individuals) the number of pages is 80 pages. In this case can the maximum of 100 pages be corrected	Please view the response from A.3	Amendment 1
<b>A.9</b>	Book1-Bidding Instructions- 2.6.2	Due to the extremely short preparation time for bidding in combination with the Christmas and end of year holiday period is it possible to extend the period to request clarification with 1 week?	NCIA understands that the holidays may have interrupted regular business hours for your firm; however, this requirement needs to be awarded in February 2020 leaving no room for extensions given that this requirement is considered urgent.	CLOSED
<b>A.10</b>	Book I – Section III BID Preparation Instructions	Utilizing CD-ROMS for confirmation of electronic copies; is it possible to share the info on USB-stick as we do not have access to CD-ROM writers ? Or is their any alternative for CD-ROMS ?	NCIA may only accept at this time CD-ROMs as this format is secured with read only memory.	CLOSED

<b>A.11</b>	Book I - Annex B - Certificates	Is it possible to share the Word or Excel version of the Annex pdf files B-1 - B-13, so we can fill in the requested firm text and keep the layout in our answer ?	NCIA will accept handwritten text for Annex B forms.	CLOSED
<b>A.12</b>	Book I - Bidding instructions 3.4.11.1 Resumes of the bidder's Key Personnel listed in Annex B-11	May we understand the limitation of max. two (2) pages per individual or should this be for the overall detailed info on the Key Personnel ?	The maximum of two pages is per individual.	CLOSED
<b>A.13</b>	Service existing / new	Is there an existing service take over to foresee or is this a new to start providing of Guard Services for the NATO SGS Kester Belgium site ?	Yes, there is an existing service at the site.	CLOSED
<b>A.14</b>	Service existing / new	If an existing Guard Services, who is the actual provider so that we know how this can be taken over if you select use as the new provider of services ?	The current contract is under SHAPE ACO and not NCIA. The current provider is Securitas.	CLOSED
<b>A.15</b>	Book I- 3.1.5	The use of CD Roms- because CD Roms are today not a common used data source, can the CDROM been replaced by USB?	Please view the response from A.10.	CLOSED

\* Status: Is an Amendment to IFB required as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

<b>PRICE</b>				
<b>Serial Nr</b>	<b>IFB Section Ref.</b>	<b>BIDDERS QUESTION</b>	<b>NCI AGENCY ANSWER</b>	<b>Status*</b>
<b>P.1</b>	Book II Part IV Statement Of Work 6.1 to 6.2.7	Contractors Furnished Equipment: On the SSS sheet Material CLING are foreseen to implement the cost of equipment. Does the equipment furnished by the contractor as it's described in reference needs to be mentioned on this sheet? Can the contractor furnished equipment been invoiced separately or does this costs been incorporated in the hourly prices on SSS sheet CLIN Summary Hourly rates)	These costs shall be shown separately in each tab. However, the total of all tabs individually should equal, sum up to what is invoiced. Pricing may be embedded. The hourly rate will show the total price while the tabs in the bidding sheets provide the breakdown. The contractor's furnished equipment shall not be invoiced separately.	CLOSED
<b>P.2</b>	Book1- Bidding Instructions. Annex A.1	SSS: The cost of sheets Labour-Material-Travel-ODC and Rates invoiceable separately or does these costs needs to be included in the hourly rates on the SSS sheet CLIN Summary (Hourly rates)	Please view the response from P.1.	CLOSED
<b>P.3</b>	Book II - Part II Special Contract provisions / Performance Guarantee?	Book II Point 31.1 specifies 5% of the total Contract price otherwise The contract General Provisions 8.1 states 10% of the total Contract price ? Which value will be used ?	Per Book II, Part II Special Contract Provisions, 31 Performance Guarantee states that this special provision amends the General Provision value to five percent (5 %); meaning that 5 % shall be used and not the 10% as stated in the General Provision.	CLOSED
<b>P.4</b>	SSS Excel Spreadsheet	Fill in of detailed information - cost break down Tab Material / ODC ? As its difficult to explain, perhaps we can work on an example: How should we enter the price of communication infrastructure and the different user devices ? Needs to into Tab Material or ODC ? As an example 25.000 Euro (not representative value) investment and 2.500 Euro (not representative value)	Either ODC or Material may be used, however, verify that both are not entered, as that would be double counting. Do list materials out separately. For each material item, show in a separate column the profit percentage in the tab material or state the different materials used beside in the	CLOSED



INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

		<p>for a radio device that will be used on different positions / Clin's? All cost can be splitted over the years, but how should this be seen over the 21 Clins ? Can material be listed out separately or can it be part of the labour hour rates ? In the overall labour hour rates cost break down it could also be transparant available. Beside this, the profit percentage for material can be different depending the item, how should this be reported ?</p>	<p>material tab; in the rates tab and labour tab if the material is visible.</p>	
<b>P.5</b>	SSS Excel Spreadsheet	<p>Fill in of detailed information - Labour tab. Based in a Clin, the number of man-Days a Year is clear, but depending on the timetable CLIN work will be done on Day/Night/Weekend Saturday-Sunday/Holiday Week-Saturday-Sunday so this will be hard to answer into the Unit Cost per Man-Day. Extra Column could be added to forsee into the calculation of the Cost per Man-Day. Is this allowed ?</p>	<p>The bidding sheet differentiates between Mondays-Fridays; weekends and holidays; therefore, there is no need to show any further detail between day and night. Please refer to Book I, Annex A-2 Instructions For the Preparation Of Bidding Sheets. Changes to the bidding sheets are not permitted. If a column is added, it will not be evaluated.</p>	CLOSED

\* Status: Is an Amendment to IFB required as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

<b>TECHNICAL</b>				
<b>Serial Nr</b>	<b>IFB Section Ref.</b>	<b>BIDDERS QUESTION</b>	<b>NCI AGENCY ANSWER</b>	<b>Status*</b>
<b>T.1</b>	Part IV 6.1	The contractor shall furnish... Explosives Detection Gear: Can NCI give more details regarding this type of equipment, what kind of explosives to detect and the purpose? Are we talking about an explosives detection gear that examine samples of cars, is it necessary to take vapor checks of parcels, post deliveries?	Yes. The explosive detection gear shall be a rugged hand-held explosives trace and vapor detector, able to detect and identify a broad range of plastic, commercial, liquid and improvised explosives. The device shall be able to take vapor samples of parcels, post deliveries and can also be used to examine samples of cars.	CLOSED
<b>T.2</b>				
<b>T.3</b>				

\* Status: Is an Amendment to IFB required as a direct result of the Clarification Request?

# NATO COMMUNICATIONS AND INFORMATION AGENCY



**IFB-CO-15561-GSK**

**Guard Services NATO Satellite Ground Station (SGS)  
Kester, Belgium**

## **Authorisation/Serial No.**

AC/337-D(2016)0014 dated 16 March 2016  
BC-D(2018)0004-FINAL dated 29 January 2018  
BC-D(2019)0129-ADD2 (INV) dated 9 July 2019

NATO UNCLASSIFIED

IFB-CO-15561-GSK  
Book I –Bidding Instructions

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**IFB-CO-15561-GSK**

**GUARD SERVICES NATO SATELLITE GROUND  
STATION (SGS) KESTER, BELGIUM**

**BOOK I**

**BIDDING INSTRUCTIONS**

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## SECTION I – INTRODUCTION

1.1 The purpose of this Invitation For Bid (IFB) is to establish a Firm-Fixed Price Contract for security guarding and dog handling (patrol) services at the NATO Satellite Ground Station (SGS) at Kester, Belgium. The Contractor shall provide all personnel, equipment, tools, materials, supervision and non-personnel services necessary to perform security services.

1.2 The Participating Countries for this IFB are listed in Paragraph 2.1.6. The Contractor shall provide and implement the performance requirements as set forth in the relevant Statement of Work (Book II Part IV) and in the Schedule of Supplies and Services (Book II Part I) in the manner, and at times and the place, stated in the prospective Contract.

1.3 This Solicitation is an International Invitation for Bid (IFB) and is issued in accordance with the NATO procedures: BC-D(2018)0004-FINAL Dated 29 January 2018.

1.4 The security classification of this IFB is “NATO UNCLASSIFIED”.

1.5 Award of the Contract will be made on a Firm Fixed Price Basis to the Lowest Priced, Technically Compliant Bidder.

1.6 The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.

1.7 The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in **Paragraph 2.6** of Section II of the Bidding Instructions entitled “Requests for IFB Clarifications”.

1.8 The target date for Contract Award is **February 2020**.

## **SECTION II - GENERAL BIDDING INFORMATION**

### **2.1 DEFINITIONS**

2.1.1 The term "Assembly" as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.

2.1.2 The term "Bidder" as used herein refers to a firm which submits an offer in response to this solicitation.

2.1.3 The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Invitation for Bids.

2.1.4 The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.

2.1.5 The term "Participating Country" as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.

2.1.6 The term "Purchaser" refers to the authority issuing the IFB and/or awarding the Contract (the NCI Agency).

2.1.7 The term "Sub-Assembly" as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

### **2.2 ELIGIBILITY**

2.2.1 All Contractors and sub-Contractors, at any tier, must be from participating countries. All Contractors must have had a Declaration of Eligibility submitted by their respective Governments prior to the Bid Closing Date.

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



2.2.3 No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.

2.2.4 All intellectual property rights shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

### 2.3 BID DELIVERY AND BID CLOSING

2.3.1 All Bids shall be in the possession of the Purchaser at the address given below in Paragraph 2.3.2 **before 1:00 PM/13:00 hours (BRUSSELS TIME) on 20 January 2020** at which time and date bidding shall be closed.

2.3.2 Bids shall be delivered to the following mailing address:

NATO Communications and Information Agency  
Acquisition Directorate  
Building 302 Annex, Room 110  
7010 SHAPE  
Belgium  
Attention : Ms. Eva Benson, Contracting Officer

2.3.3 Bids must be submitted as electronic (CD ROM) as further detailed in Paragraph 3.1.5 below.

2.3.4 Bids which are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are “Late Bids” and shall not be considered for award.

2.3.5 It is the responsibility of the Bidder to ensure that the Bid submission is duly completed by the specified Bid Closing time and date. If a Bid received at the NCI Agency’s facility by electronic data interchange is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, the Purchaser will immediately notify the Bidder that the Bid will be rejected unless the Bidder provides clear and convincing evidence:

- (a) Of the content of the Bid as originally submitted; and,
- (b) That the unreadable condition of the Bid was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.

### 2.4 REQUESTS FOR EXTENSION OF BID CLOSING DATE

Any request for extension of the bid closing date shall be submitted by the Bidder **through their respective NATO Delegation** in sufficient time so as to allow the formal request made by the National Delegation of the Bidder to reach the Purchaser, i.e. no later than fourteen (14) calendar days **prior** to the Bid closing date.

### 2.5 PURCHASER POINT OF CONTACT

The Purchaser Point of Contact (POC) for all information concerning this IFB is:

Ms. Eva Benson  
E-mail: [eva.benson@ncia.nato.int](mailto:eva.benson@ncia.nato.int)

Mailing address:

NATO Communications and Information Agency  
Acquisition Directorate  
Building 302 Annex, Room 110  
7010 SHAPE  
Belgium  
Attention: Ms. Eva Benson, Contracting Officer

## 2.6 REQUESTS FOR IFB CLARIFICATIONS

2.6.1 Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this IFB.

2.6.2 All questions and requests for clarification must be submitted in writing through Annex D – Clarification Requests Form, by E-mail. All questions and requests must reference the section(s) in the IFB subject for clarification. The questions and/or requests shall be forwarded to the POC specified in Paragraph 2.5 above and shall arrive **not later than 14 calendar days before the closing date of the bid**. The Purchaser is under no obligation to answer questions submitted after this time.

2.6.3 Bidders are advised that questions and requests for clarifications must address the totality of the concerns of the Bidder for the IFB, as the Bidder will generally not be permitted to revisit areas of the IFB for additional clarification. Any additional requests for clarification are limited only to the information provided as answers by the Purchaser. Such additional requests shall not arrive later than fourteen (14) calendar days prior to the stated “Bid Closing Date”.

2.6.4 All questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective bidders.

2.6.5 The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the IFB. Amendments to the language of the IFB included in the answers shall be incorporated by the Bidder in his offer.

2.6.6 The Purchaser reserves the right to decline clarification requests that are clearly devised for the purpose of artificially extending the bidding time, i.e. clarifications re-submitted using different wording where such wording does not change the essence of the clarification being requested.

## 2.7 REQUESTS FOR WAIVERS AND DEVIATIONS

2.7.1 Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedules, the Contract Special Provisions, the Terms and Conditions in the NCI Agency’s General Provisions, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.

2.7.2 Requests for alterations to the other requirements, Terms and Conditions of the Invitation for Bids or the Prospective Contract may only be considered as part of

the clarification process set forth in Paragraph 2.5 above. Requests for alterations to the 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 and may be grounds for a determination of non-compliance.

## **2.8 AMENDMENT OF THE INVITATION FOR BIDS**

2.8.1 The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the IFB documents at any time prior to the date set for the Bid Closing. Any and all modifications will be transmitted to all prospective bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt certificate (Annex B-6) which the bidder shall complete and enclose as part of its bid. This process may be part of the clarification procedures set forth in Paragraph 2.6 above or may be an independent action on the part of the Purchaser.

2.8.2 The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders' to prepare a proper bid within the allotted time. The Purchaser may extend the "Bid Closing Date" and such extension will be set forth in the amendment document.

## **2.9 MODIFICATION AND WITHDRAWAL OF BIDS**

2.9.1 Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to Bid Closing Date and time. Such modifications shall be considered as an integral part of the submitted bid.

2.9.2 Modifications to bids which arrive after the Bid Closing Date and time will be considered as "Late Modifications" and the Purchaser will retain the modification until a selection is made. A modification to a bid which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be a 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 favorable to the Purchaser, the modified bid may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the bid submitted and disregard the late modification.

2.9.3 A Bidder may withdraw his bid at any time prior to Bid Opening without penalty. In order to do so, an authorized agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid.

## **2.10 BID VALIDITY**

2.10.1 Bidders shall be bound by the term of their bids for a period of six (6) months starting from the Bid Closing Date specified at Paragraph 2.3.1 above.

2.10.2 In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex B-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.

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

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

- (a) Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and the Certificate of Bid Validity extended accordingly; or
- (b) Refuse this extension of time and withdraw the bid without penalty.

2.10.5 Bidders shall not have the right to modify their bids due to a Purchaser request for extension of the bid validity unless expressly stated in such request.

## **2.11 BID GUARANTEE**

2.11.1 The Bidder shall furnish with its Bid a guarantee in an amount equal to Fifty Thousand Euro (€ 50,000). The Bid Guarantee shall be substantially similar to Annex B-16 as an irrevocable, unqualified and unconditional Standby Letter of Credit (SLC) issued by a Belgian banking institution fully governed by Belgian legislation or issued by a non-Belgian financial institution and confirmed by a Belgian banking institution fully governed by Belgian legislation. In the latter case signed original letters from both the issuing institution and the confirming institution must be provided. The confirming Belgian bank shall clearly state that it will guarantee the funds, the drawing against can be made by the NCI AGENCY at its premises in Belgium. Bid Guarantees shall be made payable to the Treasurer, NATO CI Agency.

2.11.2 Alternatively, a Bidder may elect to post the required Guarantee by certified cheque. If the latter method is selected, Bidders are informed that the Purchaser will cash the cheque on the Bid Closing Date or as soon as possible thereafter.

2.11.3 If the Bid Closing Date is extended after a Bidder's financial institution has issued a Bid Guarantee, it is the obligation of the Bidder to have such Bid Guarantee (and confirmation, as applicable) extended to reflect the revised Bid Validity date occasioned by such extension.

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

2.11.5 The Purchaser will make withdrawals against the amount stipulated in the Bid Guarantee under the following conditions:

- (a) The Bidder has submitted a Bid and, after Bid Closing Date (including extensions thereto) and prior to the selection the compliant Bid determined to represent the best value, withdraws his Bid, or states that he does not consider his Bid valid or agree to be bound by his Bid, or

(b) The Bidder has submitted a compliant Bid determined by the Agency to represent the best value, but the Bidder declines to sign the Contract offered by the Agency, such Contract being consistent with the terms of the Invitation for Bid.

(c) The Purchaser has offered the Bidder the Contract for execution but the Bidder has been unable to demonstrate compliance with the security requirements of the Contract within a reasonable time,

(d) The Purchaser has entered into the Contract with the Bidder but the Bidder has been unable or unwilling to provide the Performance Guarantee required under the terms of the Contract within the time frame required.

2.11.6 Bid Guarantees will be returned to Bidders as follows:

(a) To non-compliant Bidders forty-five (45) days after notification by the Purchaser of a non-compliant bid (except where such determination is challenged by the Bidder; in which case the Bid Guarantee will be returned forty-five (45) days after a final determination of non-compliance);

(b) To all other unsuccessful Bidders within thirty (30) days following the award of the Contract to the successful Bidder;

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

(d) Pursuant to paragraph 2.10.4(b).

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

## **2.12 CANCELLATION OF INVITATION FOR BID**

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

## **2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA**

2.13.1 The Purchaser will endeavor to communicate answers to requests for clarification and amendments to this IFB to the prospective bidders by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information. All bidders are consequently strongly encouraged to provide accurate email addressing information and notify the Purchaser at the earliest practicable date should any changes occur.

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

**2.14 SUPPLEMENTAL AGREEMENTS**

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

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

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

## SECTION III - BID PREPARATION INSTRUCTIONS

### 3.1. GENERAL

3.1.1. Bids shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Bid being declared non-compliant.

3.1.2. Bidders shall prepare a complete bid which comprehensively addresses all requirements stated herein. The Bid shall demonstrate the Bidder's understanding of the IFB and its ability to provide all the deliverables and services listed in the Schedule of Supplies and Services. Bids, which are not complete, will be declared non-compliant.

3.1.3. Partial Bids and/or bids containing conditional statements will be declared non-compliant.

3.1.4. The Bidder shall not restate the IFB requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all IFB requirements. Statements in confirmatory terms only will be sufficient grounds for determining the bid to be non-compliant.

3.1.5. **Bidders shall prepare their bid in three (3) parts utilizing CD- ROMS in the following quantities:**

- |                                       |   |
|---------------------------------------|---|
| (a) Administrative Envelope (Part 1): | <b>Paper:</b> Original Certificates and Bid Guarantee.<br><b>Electronic:</b> PDF Copies of the certificates with physical (non-digital) signatures. |
| (b) Price Proposal (Part 2):          | <b>Paper:</b> Printed copy of the Pricing Sheets (on A3 paper)<br><b>Electronic:</b> 1 Excel copy on the provided template.                         |
| (c) Technical Proposal (Part 3):      | <b>Electronic:</b> PDF and MS Office formats, limited to what is described in Section 3.4.  |

3.1.6. Electronic copies of the required documents shall be stored and delivered in CD-ROM media. The three packages shall be stored in separate electronic media and marked as described in Section 3.5.

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

3.1.8. Documents submitted in accordance with section 3.1.4 above shall be classified no higher than "NATO UNCLASSIFIED" material.

3.1.9. Where no specific format is mandated, electronic bid documentation shall be delivered in PDF format without limitations of printing or “copy & paste”. The Purchaser reserves the right to request native format electronic files of the proposal to facilitate the evaluation process.

3.1.10. Bidders are advised that the Purchaser reserves the right to incorporate the Bidders Technical Proposal in whole or in part in the resulting Contract.

3.1.11. Bid language shall be in English.

### **3.2. PREPARATION OF THE ADMINISTRATIVE ENVELOPE (PART 1)**

3.2.1. The Bid Administrative Package shall include the original of the Bid Guarantee required by Section 2.11. If the Bid Guarantee is sent to the Purchaser directly from the Bidder’s bank, a letter, in lieu of the actual Guarantee, shall be included specifying the details of the transmittal. Bidders are reminded that the Bid Guarantee shall reflect any extensions to the Bid Validity Date due to extension in the Bid Closing Date.

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

3.2.3. Part 1 shall include the certificates set forth in the Annex to these Bidding Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:

- (a) B-1 Certificate of Legal Name of Bidder
- (b) B-2 Certificate of Independent Determination
- (c) B-3 Certificate of Bid Validity
- (d) B-4 Certificate of Understanding
- (e) B-5 Certificate of Exclusion of Taxes, Duties and Charges
- (f) B-6 Acknowledgement of Receipt of IFB Amendments (if applicable)
- (g) B-7 Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- (h) B-8 Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- (i) B-9 Comprehension and Acceptance of Contract Special Provisions and General Provisions
- (j) B-10 List of Prospective Sub-Contractors / Consortium members
- (k) B-11 List of Key Personnel.
- (l) B-12 Disclosure of Involvement of Former NCI Agency Employment



## (m) B-13 Bid Guarantee- Standby Letter of Credit

3.24. Concerning Certificate B-10, the Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub- contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub-contractors/consortium members involved, the Bidder shall state this separately. The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.

3.25. Concerning Certificate B-7, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:

3.2.5.1 If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, these must be submitted with the Bidders Bid. Supplemental agreements submitted after the Bid Closing Date shall not be considered.

3.2.5.2 The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.

3.2.5.3 A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Bid is not compliant with the terms of the IFB, and in rejection of the Bid, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

### **3.3. PREPARATION OF THE PRICE PROPOSAL (PART 2)**

3.3.1 The Price Quotation shall be prepared and submitted in the form of completed Bidding Sheets in accordance with IFB, Book I, Annex A 1 with **all yellow cells filled in**. The Bidder shall propose an accurate and complete price proposal in completing the Schedule of Supplies and Services as defined in these Bidding Instructions. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified.

3.3.2 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the IFB documentation including but not limited to those expressed in the SOW.

3.3.3 Bidders shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Schedule of Supplies and Services.

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

3.3.5 This package must contain the following documentation and media:

3.3.5.1 Electronic version in Microsoft Excel of the filled Bidding Sheets as Per Book I, Annex A 1.

3.3.5.2 Paper copy of the Bidding Sheets printed on A3 Paper in Landscape orientation.

3.3.6 Bidders shall quote in their own national currency or in EUR, the host nation currency. Bidders may also submit bids in multiple currencies including other NATO member states' currencies under the following conditions:

- (a) The currency is of a "Participating Country" in the project;
- (b) The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the price proposal.

3.3.7 The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.

3.3.8 The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub- contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are informed that the Purchaser, by virtue of his status is exempt from VAT Article 42 §3 & 3° of VAT Code for Belgium, or Article 151, §1 b of the Council Directive 2006/112 EC dd. 28 November 2006 on intra-community purchases and/or services. Bidders shall therefore exclude from their Price Proposal all taxes, duties and customs charges from which the Purchaser is exempted by international agreement. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-5.

3.3.9 Unless otherwise specified in the instructions for the preparation of bidding sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2010 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.

3.3.10 The Bidder's attention is directed to the fact that the price proposal shall contain no document and/or information other than the priced copies of the Bidding Sheets. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.

3.3.11 When completing the Bidding Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items

required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favor may resolve ambiguous computation of prices.

3.3.12 The Bidder shall furnish firm fixed price proposal, for all proposed items. **Partial bids are not permitted.**

3.3.13 The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise an optional increase of the quantities set forth in any line items, and that the Purchaser bears no liability should it decide not to exercise such option. Further, the NCI Agency reserves the right to order another contractor through a new contract with other conditions for the additional quantities of any line item it might need.

3.3.14 The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.

3.3.15 Price proposals specifying exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.

3.3.16 The Bidder shall identify for each CLIN all significant sub- contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the “List of Prospective Sub-Contractors” form attached to Book I Annex B-10.

#### **3.4. PREPARATION OF THE TECHNICAL PROPOSAL (PART 3)**

3.4.1 Bidders shall submit their Technical Proposal in an electronic package with separate documents in PDF or MS Office formats as required, containing all the information addressing the technical specifications and requirements of the **Statement of Work (SOW)**. The Technical Proposal Shall Have a confirmation that all requirements in are included in the proposed solution.

~~3.4.2 The Technical Proposal Package shall not exceed 100 pages when printed on A4 paper-~~

3.4.3 Times New Roman” fonts in size 12 shall be used for normal text, and “Arial Narrow” fonts not smaller than size 10 for tables and graphics.

3.4.4 Table of Contents. Bidders shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Proposal.

3.4.5 Technical Proposal Cross-Reference/Compliance Table. The Bidder shall include the completed Technical Proposal Cross-Reference Table from Annex C of Book I. The Bidder shall complete Column 4 of the Table, citing the appropriate section of the Technical Proposal that corresponds to each paragraph of these Instructions for the Preparation of the Technical Proposal. The completed Table serves as an index for the Purchaser's Technical Evaluation Panel and also as an aide memoire to the Bidder to ensure that all the required information has been provided in the Technical Proposal.

3.4.6 Executive Summary. The Bidder shall have provided an overview of the salient features of their technical proposal in the form of an Executive Summary. This summary shall have provided a general description of the major points contained in each of the required sections of the Technical Proposal and shall have demonstrated the bidder's understanding of the requirement. The size of this section will be limited to maximum of five (5) pages.

3.4.7 Proposed Approach. Bidders must explain in detail in this section the overall approach they are proposing and how they intend to organize the service provision and guarantee the quality of services. The narrative included in this section must be more than a mere repetition of the descriptions provided in the solicitation. The size of this section will be limited to maximum of five (5) pages.

3.4.8 Corporate Capabilities. A description of the overall organizational structure of the Bidder within the overall corporate structure and a description of the Bidder's corporate resources, equipment, tools available to support the requirement. This Section should also indicate the chain of authority within the Bidder's organization from the Service Manager to the Chief Executive Officer. Bidders shall describe the process by which the Service Manager may have access to the in-house corporate resources and capabilities and what level of authority is required in the Corporation hierarchy to secure the needed resources. The size of this section will be limited to maximum of six (6) pages.

3.4.9 Recruitment. A one (1) page document describing the process followed for the recruitment of security guards. The document shall specify the criteria used for the selection of personnel and how the Bidder ensures that equal opportunities are promoted and offered to all.

3.4.10 Management Methods. Bidders must clearly describe the management approach to be applied during the Contract to organize, direct and control and deliver the services to be performed. This section will include a clear governance structure between the Organization and the Bidder and a clear escalation process for any project related disagreements. The size of this section will be limited to maximum of four (4) pages.

3.4.11 Key Personnel. List of Bidder's Key Personnel (including suitable backup personnel). Use the template provided in Annex B-11 to these instructions. In addition, the following information shall be submitted as part of the technical proposal for Key Personnel:

3.4.11.1 Resumes of the Bidder's Key Personnel listed in Annex B-11 limited to a maximum of two (2) pages;

3.4.11.2 Resumes submitted must show that personnel possess the overall security guard qualification and certification licence for weapons in order to perform their tasks as stated in the SoW. The relevant professional experience (minimum three prior engagement(s) led or performed by the proposed key personnel that are similar in size, complexity and scope to the services specified in the SoW and that were performed within the last five years) and language proficiency (proficient oral and written communications skills in English). **Resumes which do not match the above mentioned requirements will be regarded as non-compliant;**

3.4.11.3 Letters of commitment or copies of labour contracts for the proposed Key Personnel.

These documents must show the commitment of these employees (both primary and backup personnel) to work for the Bidder for the whole duration of the Contract, if the Contract is eventually awarded to the Bidder;

3.4.11.3.1 Copies of security clearances must be attached to the resumes;

3.4.11.3.2 Copy of Dog Handling license must be attached to the resumes;

3.4.11.3.3 Copy of weapons licence must be attached to the resumes.

3.4.12 Implementation/Transition Plan. Bidders must explain how they intend to implement the proposed services and should include an initial Project Plan clearly structured to indicate proposed service implementation phases (specifying start and end dates), milestones, required deliverables and main project activities within each phase (specifying start and end dates), and the overall critical path.

### **3.5. PACKAGING AND MARKING OF BIDS**

3.5.1. All copies of the Administrative Package, Price Quotation and the Technical Proposal shall be segregated and enclosed in separate outer envelopes or packages marked as follows:

- (a) The name and address of the Bidder;
- (b) The words "NATO UNCLASSIFIED";
- (c) The designated IFB number: IFB-CO-15561-GSK followed by one of the following identifications as appropriate:
  - "Administrative Package"
  - "Price Quotation"
  - "Technical Proposal"

3.5.2. The separate envelopes or packages shall be placed in an outer padded envelope suitable for mailing and shipping and marked with the Purchaser's address. The following legend shall be prominently printed on the top and sides of the padded envelope:

"SEALED BID: IFB-CO-15561-GSK. NOTIFY ACQ  
(EVA BENSON ext. 6103 or eva.benson@ncia.nato.int) UPON RECEIPT!"

## **SECTION IV - BID EVALUATION**

### **4.1. GENERAL**

4.1.1 The evaluation of bids will be made by the Purchaser solely on the basis of the requirements in this IFB. Failure to address any of the bidding requirements in this IFB or omission of the critical information may result in a determination of non-compliance for the entire Bid.

4.1.2 The evaluation of bids and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its bid. The Purchaser shall not be responsible for locating or securing any information which is not included in the bid.

4.1.3 To ensure that sufficient information is available, the Bidder shall furnish with its bid all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this IFB. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.

4.1.4 During the evaluation, the Purchaser may request clarification of the bid from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price proposal at any time nor restate the SoW.

4.1.5 The Bidder's prompt response to the Purchaser's IFB clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the bid to be deemed non-compliant.

4.1.6 The evaluation process is based on the International Competitive Bidding Lowest Compliant evaluation procedure (ICB-LC).

4.1.7 All bids will be evaluated strictly against the evaluation criteria and factors, and shall only be evaluated on a comparative basis for the purposes of the Price Evaluations.

4.1.8 The administrative compliance of the Bids will be evaluated first. Bids that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Part 2- Price and Part 3- Technical.

4.1.9 All administrative compliant Bids will be reviewed for price compliancy. The Contract resulting from this IFB will be awarded to the bidder whose offer as evaluated by the Purchaser, is the lowest priced bid and in compliance with the requirements of this IFB.

## **4.2. ADMINISTRATIVE CRITERIA**

4.2.1. Prior to commencement of the Price and Technical evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFB. These are as follows:

- (a) The Bid was received by the Bid Closing Date and Time;
- (b) The Bid was packaged and marked properly as per Section 3.5;
- (c) The Administrative Package contained the Bid Guarantee in the proper amount, in the proper form and for the established length of time;
- (d) The Administrative Package contains all the requested signed originals of the required Certificates at Annex B hereto in Paragraph 3.2.

4.2.2. A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

4.2.3. If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its offer on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant bid.

## **4.3. PRICE CRITERIA**

4.3.1. The Bidder's price proposal will be first assessed for compliance against the following standards:

4.3.1.1. The price proposal meets the requirements for preparation and submission of the price proposal set forth in the Bid Preparation Section and the Instructions for preparation of the Bidding Sheets (Annex A 1) in particular.

4.3.1.2. The Bidder has furnished Firm Fixed Prices for all items listed. Not having provided a price for all items as required per the Bidding sheets, i.e. to fill out **all** yellow fields, may render the bid non-compliant. Prices cannot be embedded/included in other prices.

- 4.3.13. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
- 4.3.14. Bid prices include all costs for items supplied, delivered, and supported.
- 4.3.15. All prices have been accurately entered into appropriate columns, and accurately totalled.
- 4.3.16. The Bidder has provided accurate unit price (where required) and total price for each line item.
- 4.3.17. The Bidder has provided accurate unit price and total price of each of the sub-items it added (if any).
- 4.3.18. The currency of all line items has been clearly indicated.
- 4.3.19. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section III, Paragraph 3.3.6 are met.
- 4.3.10. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- 4.3.1.11 Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
- 4.3.1.11.1 Detailed pricing information has been provided and is adequate, accurate, traceable, and complete.
- 4.3.1.11.2 The price proposal meets requirements for price realism as described below in Section 4.4.
- 4.3.2. A bid which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.
- 4.3.3. Basis of Price Comparison to determine lowest compliant bid
- 4.3.3.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the Bid Closing Date.
- 4.3.3.2 The price comparison will be based on the offered Grand Total Firm Fixed Price which includes all **CLINs** in the Bidding Sheets.



4.3.4. Inconsistencies and discrepancies in bid price proposal in case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the bid price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the bidder, for the purpose of determining the total price of the Bid, the following order of precedence shall apply:

- a. Bidding Sheet Total to be Evaluated Bid Price as indicated by the Bidder
- b. Total of the Bid calculated from the indicated Total Price (including options) indicated per CLINs

#### 4.4 Price Realism

4.4.1 Otherwise successful Bidders that submit a price proposal so low that it is not a realistic reflection of the objective cost of performance of the associated technical proposal may be considered by the Purchaser to have submitted an unrealistic offer and that offer may be determined to be non-compliant.

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

- a. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidders locality for the types of labour proposed.
- b. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- c. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.

4.4.3 If the Purchaser has reason to suspect that a Bidder has artificially debased its prices in order to secure contract award, the Purchaser will request clarification of the bid in this regard and the Bidder shall provide explanation on one of the following bases:

- a. An error was made in the preparation of the price proposal. In such a case, the Bidder must document the nature of the error and show background documentation concerning the preparation of the price proposal that makes a convincing case that a mistake was made by the Bidder. In such a case, the Bidder shall petition the Purchaser to both remain in the competition and accept the Contract at the offered price, or to withdraw from the competition.
- b. The Bidder has a competitive advantage due to prior experience or industrial/technological processes that demonstrably reduce the costs of Bidder performance and therefore the price offered is realistic. Such an argument must support the technical proposal offered and convincingly and objectively describe the competitive advantage and the net savings achieved by this advantage over standard market practices and technology.
- c. The Bidder recognises that the submitted price proposal is unrealistically low compared to its cost of performance and, for business reasons, the Bidder is willing to absorb such a loss. Such a statement can only be made by the head of the business unit submitting the Bid and will normally be made at the level of Chief Operating Officer or Chief Executive Officer. In such a case, the Bidder shall estimate the potential loss and show that the financial resources of the Bidder are adequate to withstand such reduction in revenue.

4.4.4 If a Bidder fails to submit a comprehensive and compelling response on one of the bases above, the Purchaser may determine the Bid submitted as non-compliant. If the Bidder responds on the basis of a) above and requests to withdraw from the competition, the Purchaser may, depending on the nature and gravity of the mistake, allow the Bidder to withdraw.

4.4.5 If the Purchaser accepts the Bidder's explanation of mistake in Paragraph 4.4.3(a) and allows the Bidder to accept the Contract at the offered price, or the Purchaser accepts the Bidder's explanation pursuant to Paragraph 4.4.3(c) above, the Bidder shall agree that the 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 and that no revisions of proposed prices will be made.

4.4.6 If the Bidder presents a convincing rationale pursuant to Paragraph 4.4.3(b) above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis. In such a case the Bid may be determined to be non-compliant.

## **4.5 TECHNICAL CRITERIA**

4.5.1 Upon determination of the lowest-priced Bid as described above, the Bid shall be evaluated to confirm compliance with the following criteria associated with the respective sections of the Technical Proposal.

### **4.5.2 Technical Proposal**

4.5.2.1 The Bidder shall have provided a Technical Proposal which includes all of information required in Section 3.4.

### **4.5.3 Table of Contents**

4.5.3.1 The Bidder shall have provided a Table of Contents as required by Paragraph 3.4.4

### **4.5.4 Technical Proposal Cross Reference Matrix Table**

The Bidder has included a completed Technical Proposal Cross Reference Matrix Table as per Book I Annex C Cross Reference/Compliance Table.

4.5.4.1 In order for a Bid to be determined to be technically compliant, the Bidder shall have submitted a Technical Proposal that has met the following criteria after evaluation by the Purchaser:

#### **4.5.4.2 Overall Structure**

4.5.4.3 The Bidder shall have provided an overview of the salient features of their technical proposal in the form of an Executive Summary. This summary shall have provided a general description of the major points contained in each of the required sections of the Technical Proposal and shall have demonstrated the bidder's understanding of the requirement. The size of this section will be limited to maximum of five (5) pages.

4.5.4.4 Proposed Approach. Bidders must explain in detail in this section the overall approach they are proposing and how they intend to organize the service provision and guarantee the quality of services. The narrative included in this section must be more than a mere repetition of the descriptions provided in the solicitation. The size of this section will be limited to maximum of five (5) pages.

4.5.4.5 Corporate Capabilities. A description of the overall organizational structure of the Bidder within the overall corporate structure and a description of the Bidder's corporate resources, equipment, tools available to support the requirement. This Section should also indicate the chain of authority within the Bidder's organization from the Service Manager to the Chief Executive Officer. Bidders shall describe the process by which the Service Manager may have access to the in-house corporate resources and capabilities and what level of authority is required in the Corporation hierarchy to secure the needed resources. The size of this section will be limited to maximum of six (6) pages.

4.5.4.6 A one (1) page document describing the process followed for the recruitment of security guards. The document shall specify the criteria used for the selection of personnel and how the Bidder ensures that equal opportunities are promoted and offered to all;

4.5.4.7 Management Methods. Bidders must clearly describe the management approach to be applied during the Contract to organize, direct and control and deliver the services to be performed. This section will include a clear governance structure between the Organization and the Bidder and a clear escalation process for any project related disagreements. The size of this section will be limited to maximum of four (4) pages.

4.5.4.8 List of Bidder's Key Personnel (including suitable backup personnel). Use the template provided in Annex B-11 to these instructions. In addition, the following information shall be submitted as part of the technical proposal for Key Personnel:

4.5.4.8.1 Resumes of the Bidder's Key Personnel listed in Annex B-11 limited to a maximum of two (2) pages;

4.5.4.8.2 Resumes submitted must show that personnel possess the overall security guard qualification and certification licence for weapons in order to perform their tasks as stated in the SoW. The relevant professional experience (minimum three prior engagement(s) led or performed by the proposed key personnel that are similar in size, complexity and scope to the services specified in the SoW and that were performed within the last five years) and language proficiency (proficient oral and written communications skills in English). **Resumes which do not match the above mentioned requirements will be regarded as non-compliant;**

4.5.4.8.3 Letters of commitment or copies of labour contracts for the proposed Key Personnel. These documents must show the commitment of these employees (both primary and backup personnel) to work for the Bidder for the whole duration of the Contract, if the Contract is eventually awarded to the Bidder;

4.5.4.8.4 Copies of security clearances must be attached to the resumes;

4.5.4.8.5 Copy of Dog Handling license must be attached to the resumes;

4.5.4.8.6 Copy of weapons licence must be attached to the resumes.

4.5.4.9 Implementation/Transition Plan. Bidders must explain how they intend to implement the proposed services and should include an initial Project Plan clearly structured to indicate proposed service implementation phases (specifying start and end dates), milestones, required deliverables and main project activities within each phase (specifying start and end

dates), and the overall critical path.

## **ANNEX A-1 – Bidding Sheets**

**Provided under separate MS Excel File:**

*“IFB-CO-15561-GSK\_Bidding-sheets.xls”*

***(Note: SSS Spreadsheet is to be used)***

## **ANNEX A-2 - INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS**

1. Bidders are required, in preparing their price proposal to utilise the Bidding Sheets following the instructions detailed in Section III – Bid Preparation Instructions and CLIN Bidding sheet instructions within the Bidding sheets itself.
2. Bidders must complete and submit Bidding Sheets with their Price Breakdown per CLIN – one (1) sheet is required for each Major CLIN (1, 2, 3, etc.).
3. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
4. The total price shall be indicated in the appropriate columns and in the currency quoted.
5. The total evaluated price shall be the price of the basic Contract.
6. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many bidding sheets for that CLIN as there are currencies.
7. In preparing the price proposal, Bidders shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices. The bidder shall identify the sub-CLIN, per line item, in each detailed bidding sheet section, i.e. Materials, Labour, Subcontract Labour, Travel etc., that is being priced.
8. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
9. Bidders shall not introduce any changes or deviations to the Schedule of Supplies and Services as Published by the Purchaser, unless otherwise specified.

## **ANNEX B – CERTIFICATES**



**ANNEX B-1**

**CERTIFICATE OF LEGAL NAME OF BIDDER**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

POINT OF CONTACT (POC) REGARDING THIS BID:

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ALTERNATIVE POC:

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORISED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**ANNEX B-2**

**CERTIFICATE OF INDEPENDENT DETERMINATION**

1. Each Bidder shall certify that in connection with this procurement:
  - a. This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
  - b. The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and
  - c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
  
2. Each person signing this Bid shall also certify that:
  - a. He/she is the person in the Bidder's organisation responsible within that organisation for the decision as to the bid and that he/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above, or
  - b. (i) He/she is not the person in the Bidder's organisation responsible within that organisation for the bid but that he/she has been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and  
 (ii) He/she has not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

NOTE: IF THE BIDDER DELETES OR MODIFIES SUBPARAGRAPH (1B) OF THIS ANNEX, THE BIDDER MUST FURNISH WITH ITS OFFER A SIGNED STATEMENT SETTING FORTH IN DETAIL THE CIRCUMSTANCES OF THE DISCLOSURE.

**ANNEX B-3**

**CERTIFICATE OF BID VALIDITY**

I, the undersigned, as an authorised representative of the firm submitting this bid, do hereby certify that the pricing and all other aspects of our Bid will remain valid for a period of six (6) months from the Bid Closing Date of this Invitation For Bid.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-4**

**CERTIFICATE OF UNDERSTANDING**

I certify that

.....  
.....(*Company Name*) has read and fully understands the requirements of this Invitation For Bid (IFB) and that the Bid recognises these requirements in total.

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-5**

**CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES**

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-6**

**ACKNOWLEDGEMENT OF RECEIPT OF IFB AMENDMENTS**

I confirm that the following Amendments to Invitation For Bid No IFB-CO-15561-GSK have been received and the Bid as submitted reflects the content of such Amendments:

Amendment Number	Date of Issue by the Purchaser	Date of Receipt by the Bidder

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-7**

**DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF  
SUPPLEMENTAL AGREEMENTS**

I, the undersigned, as an authorised representative of .....  
.....(*Company Name*), certify the following statement:

1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm’s performance of the Contract, have been identified, as part of the Bid.
2. These supplemental agreements are listed as follows:
3. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see ..... (*complete, if any*). These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
4. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see ..... (*complete, if any*).
5. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Bidder may be cause for the NCIA to determine the submitted bid to be non-compliant with the requirements of the IFB.
6. We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-8**

**CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

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

- (a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
- (b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country (a sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provided and replaced as an entity)\*; and
- (c) the intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

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



**ANNEX B-9**

**COMPREHENSION AND ACCEPTANCE OF SPECIAL CONTRACT PROVISIONS  
AND GENERAL PROVISIONS**

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

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-10**

**LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS**

Name and Address of Sub-Contractor, incl. country of origin/registration	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

If no sub-Contractors/consortium members are involved, state this here:

.....  
.....  
.....  
.....

.....  
Date

.....  
Signature of Authorised Representative

.....  
Printed Name and Title

.....  
Company

**ANNEX B-11**

**LIST OF KEY PERSONNEL**

<b>Name</b>	<b>Position</b>

**ANNEX B-12**

**Disclosure of Involvement of Former NCI Agency Employment**

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

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

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

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

Employee Name	Former NCIA Position	Current Company Position

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

\_\_\_\_\_   
Date

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

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

\_\_\_\_\_   
Title

\_\_\_\_\_   
Company

**Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017**

**Article 14 PROCUREMENT AND CONTRACTORS**

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know<sup>1</sup> (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their bids / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

**15 INDUSTRY INITIATIVES**

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences, inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.
- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

## **16 POST EMPLOYMENT MEASURES**

- 17.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 17.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when he/she was under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement

information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.

- 17.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.
- 17.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 17.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 17.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 17.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

**ANNEX B-13****Bid Guarantee - Standby Letter of Credit**

Standby Letter of Credit Number:

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

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

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

1. We, (issuing bank) hereby establish in your favour our irrevocable standby letter of credit number {number} by order and for the account of (NAME AND ADDRESS OF BIDDER) in the original amount of € 50,000.00 (Fifty Thousand Euro). We are advised this Guarantee fulfils a requirement under Invitation for Bid IFB- CO-15561-GSK dated. \_\_\_\_\_.

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

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

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

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

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

3. This Letter of Credit is effective the date hereof and shall expire at our office located at (Bank Address) on \_\_\_\_\_. All demands for payment must be made prior to the expiry date.



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

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

6. In the event we (the issuing bank) notify you that we elect not to extend the expiry date in accordance with paragraph 4 above, or, at any time, to terminate the letter of credit, funds under this credit will be available to you without question or delay against presentation of a certificate signed by the NATO CI Agency Contracting Officer which states

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

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

7. The Beneficiary may not present the certificate described in paragraph 6 above until 20 (twenty) calendar days prior to a) the date of expiration of the letter of credit should {issuing bank} elect not to automatically extend the expiration date of the letter of credit, b) the date of termination of the letter of credit if {issuing bank} notifies the Beneficiary that the letter of credit is to be terminated in accordance with paragraph 6 above.

8. Multiple drawings are allowed.

9. Drafts drawn hereunder must be marked, “Drawn under {issuing bank} Letter of Credit No. {number}” and indicate the date hereof.

10. This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein (except the International Standby Practices (ISP 98) hereinafter defined) or in which this letter of credit is

referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

11. We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honoured upon presentation of documents to us on or before the expiration date of this letter of credit.

12. This Letter of Credit is subject to The International Standby Practices-ISP98 (1998 Publication) International Chamber of Commerce Publication No.590.

## **ANNEX C – Cross Reference/Compliance Table**

Bidders shall complete column “BID REFERENCE” with Bid references that locate the technical proposal documentation required by the RFQ, e.g. section, paragraph, table (if applicable), page number etc. One copy each of the duly completed Cross Reference/Compliance Table is to be included in the Bid Technical Proposal Package. The Bid shall follow the instructions in Paragraph 3.4, and will be evaluated according to the instructions in Paragraph 4.5.

	BIDDING INSTRUCTIONS REQUIREMENT REF.	REQUIREMENT DESCRIPTION	PAGE LIMIT	BID REFERENCE
1	4.4.3	<b>Table of Contents</b>	No Page Limit	Bidder to complete
2	4.5.4.3	<b>Executive Summary:</b> The Bidder shall have provided an overview of the salient features of their technical proposal in the form of an Executive Summary. This summary shall have provided a general description of the major points contained in each of the required sections of the Technical Proposal and shall have demonstrated the bidder's understanding of the requirement. The size of this section will be limited to maximum of five (5) pages.	5 Pages	Bidder to complete
3	4.5.4.4	<b>Proposed Approach.</b> Bidders must explain in detail in this section the overall approach they are proposing and how they intend to organize the service provision and guarantee the quality of services. The narrative included in this section must be more than a mere repetition of the descriptions provided in the solicitation. The size of this section will be limited to maximum of five (5) pages.	5 Pages	Bidder to complete
4	4.5.4.5	<b>Corporate Capabilities.</b> A description of the overall organizational structure of the Bidder within the overall corporate structure and a description of the Bidder's corporate resources, equipment, tools available to support the requirement. This Section should also indicate the chain of authority within the Bidder's organization from the Service Manager to the Chief Executive Officer. Bidders shall describe the process by which the Service Manager may have access to the in-house corporate resources and capabilities and what level of authority is required in the Corporation hierarchy to secure the needed resources. The size of this section will be limited to maximum of six (6) pages.	6 Pages	Bidder to complete
5	4.5.4.6	<b>Recruitment:</b> One (1) page document describing the process followed for the recruitment of security guards. The document shall specify the criteria used for the selection of personnel and how the Bidder ensures that equal opportunities are promoted and offered to all.	1 Page	Bidder to complete
6	4.5.4.7	<b>Management Methods.</b> Bidders must clearly describe the management approach to be applied during the Contract to organize, direct and control and deliver the services to be performed. This section will include a clear governance structure between the Organization and the Bidder and a clear escalation process for any project related disagreements. The size of this section will be limited to maximum of four (4) pages.	4 Pages	Bidder to complete

<p>7</p>	<p>4.5.4.8 -4.5.4.8.6</p>	<p><b>List of Bidder's Key Personnel</b> (including suitable backup personnel). Use the template provided in Annex B-11 to these instructions. In addition, the following information shall be submitted as part of the technical proposal for Key Personnel:</p> <p>Resumes of the Bidder's Key Personnel listed in Annex B-11 limited to a maximum of two (2) pages;</p> <p>4.5.4.8.2 Resumes submitted must show that personnel possess the overall security guard qualification and certification licence for weapons in order to perform their tasks as stated in the SoW. The relevant professional experience (minimum three prior engagement(s) led or performed by the proposed key personnel that are similar in size, complexity and scope to the services specified in the SoW and that were performed within the last five years) and language proficiency (proficient oral and written communications skills in English). <b>Resumes which do not match the above mentioned requirements will be regarded as non-compliant;</b></p> <p>4.5.4.8.3 Letters of commitment or copies of labour contracts for the proposed Key Personnel. These documents must show the commitment of these employees (both primary and backup personnel) to work for the Bidder for the entire duration of the Contract.</p> <p>4.5.4.8.4 Copies of security clearances must be attached to the resumes;</p> <p>4.5.4.8.5 Copy of Dog Handling license must be attached to the resumes;</p> <p>4.5.4.8.6 Copy of weapons licence must be attached to the resumes.</p>	<p><b>Resumes: 2 Pages</b></p>	<p><b>Bidder to complete</b></p>
<p>8</p>	<p>4.5.4.9</p>	<p><b>Implementation/Transition Plan.</b> Bidders must explain how they intend to implement the proposed services and should include an initial Project Plan clearly structured to indicate proposed service implementation phases (specifying start and end dates), milestones, required deliverables and main project activities within each phase (specifying start and end dates), and the overall critical path limited to a maximum of ten (10) pages.</p>	<p><b>10 Pages</b></p>	<p><b>Bidder to complete</b></p>

**ANNEX D**

INSERT SUBMISSION DATE HERE

<b>ADMINISTRATIVE/CONTRACTUAL</b>				
<b>Serial Nr</b>	<b>IFB Section Ref.</b>	<b>BIDDERS QUESTION</b>	<b>NCI AGENCY ANSWER</b>	<b>Status*</b>
<b>A.1</b>				
<b>A.2</b>				
<b>A.3</b>				

\* Status: Is an Amendment to IFB required as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

<b>PRICE</b>				
<b>Serial Nr</b>	<b>IFB Section Ref.</b>	<b>BIDDERS QUESTION</b>	<b>NCI AGENCY ANSWER</b>	<b>Status*</b>
<b>P.1</b>				
<b>P.2</b>				
<b>P.3</b>				

\* Status: Is an Amendment to IFB required as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

<b>TECHNICAL</b>				
<b>Serial Nr</b>	<b>IFB Section Ref.</b>	<b>BIDDERS QUESTION</b>	<b>NCI AGENCY ANSWER</b>	<b>Status*</b>
T.1				
T.2				
T.3				

\* Status: Is an Amendment to IFB required as a direct result of the Clarification Request?





**ACKNOWLEDGEMENT OF RECEIPT OF IFB/RFQ AMENDMENTS**

I confirm that the following amendment to **IFB-CO-15561-GSK, Amendment 1** has been received and the bid, as submitted, reflects the content of such amendments.

AMENDMENT N°	DATE OF ISSUE	DATE OF RECEIPT
1	15 January 2020	

.....  
Date

.....  
Signature of authorized representative

.....  
Name

.....  
Title

.....  
Company