

Template: Revision 39 / 26 February 2024

Bidding Instructions and Administrative Requirements

TO : ALL BIDDERS

SUBJECT : REQUEST FOR PROPOSAL (RFP) FOR THE PROVISION OF MAINTENANCE ACTIVITIES ON SOC POTABLE WATER PIPELINE AND VEHICLES WASHWATER TREATMENT SYSTEM.

RFP COLLECTIVE NUMBER : **FMI2400089**

Dear Sir/Madam,

The NATO Support and Procurement Agency has a requirement for the establishment of a Contract against which call-off purchase orders can be issued for the overhaul and on-site maintenance of potable water pipeline and vehicles washwater treatment system at NSPA SOC Base Taranto, Italy.

There will be no firm commitment from NSPA to order any of the services / materiel included in the contract.

You are invited to submit a proposal to provide to NSPA the services listed in this Request for Proposal (RFP) and more specifically detailed in the statement of work (SOW) and related Annexes that are part of this RFP. A Firm Fixed Prices proposal for this RFP is required, with spares reimbursable at cost plus fixed handling fees.

PARTIAL BIDDING IS NOT ALLOWED / ACCEPTED

Place of execution shall be:

NSPA NATO SUPPORT AND PROCUREMENT AGENCY
NSPA-SOC-Southern Operational Centre Taranto (Italy)
at S.V.A.M. Via M. Rondinelli snc, I-74122 TARANTO

TABLE 1 - SOLICITATION TIMELINES

A	RFP Issue:	13 June 2024
B	Deadline for submission of questions:	27 June 2024
C	Bid Closing	9 July 2024, 15:30 hours (CET time)
D	Offer Validity:	30 November 2024

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1. REGISTRATION IN NSPA SOURCE FILE AND e-PROCUREMENT PLATFORM

Companies shall be registered in the NSPA Source File to participate in NSPA solicitations and to be considered for contract award. Furthermore, registration in the NSPA Source File is necessary in order to have a supplier account for the users indicated to access NSPA's e-Procurement platform. Questions related to the RFP and your proposal can only be submitted electronically through the e-Procurement platform.

Companies interested in participating in an NSPA solicitation and not yet registered in NSPA's Source File or, if registered, do not have an e-Procurement account, are encouraged to register online via the NSPA [website](#) at the earliest opportunity, as the vendor registration needs to be evaluated and validated before the company can receive its e-Procurement account. This latter process typically takes between one to three working days.

For information or assistance with Source File registration, please contact:
source-file@nspa.nato.int

2. BID SUBMISSION

The Bidder shall submit a complete commercial, financial and technical proposal:

Please submit the offer in three different files, containing:

- First file: Cover Letter;
- Second file: Part A- Technical Proposal;
- Third file: Part B – Commercial and pricing proposal.

A bid that is received "incomplete" when the closing date deadline is reached, cannot be accepted.

Bids must be submitted through the e-Procurement platform by selecting "Bid on RFP" within the Request for Proposal (RFP) prior to the indicated Bid Closing date and time. This e-submission functionality is accessible exclusively from the supplier e-Procurement account, consequently, bidders will need to login and access the RFP page in order to be able to submit their bid.

Once the bid is submitted using the e-Procurement platform, it is automatically encrypted and transferred to an electronic vault, where it will be safeguarded until the Bid Closing date and time.

Upon RFP closure, the system retrieves the **last version of the bid submitted** for decryption, and subsequent release for evaluation by NSPA. Therefore, bidders wishing to modify their bids **before** the Bid Closing date and time **must submit their bid in its entirety, as this submission will override their previous ones.**

Bids submitted to NSPA through channels other than the e-Procurement platform will be disregarded and will not be evaluated. In the event that exceptional circumstances, as deemed by NSPA, justify the acceptance of a bid submitted outside the e-Procurement platform, the bid closing date and time must be respected.

Prospective bidders are expected to familiarise themselves with the functionalities and operational modalities of the e-Procurement platform. They are also advised to submit their bids sufficiently in advance so that any technical issue(s) may be resolved before the Bid Closing date and time.

In case of questions or issues when using the e-Procurement platform, the e-Procurement helpdesk is available by email at: e-procurement.helpdesk@nspa.nato.int, or by phone at: +352 3063 5629 (during NSPA-Capellen business hours: MON-THU 09.00-16.00; FRI 09.00-12.00, CET)

NSPA does not accept any responsibility for technical difficulties or issues accessing the eProcurement platform, particularly related to last minute bid submission or access to RFPs.

3. RFP QUESTIONS AND ANSWERS

Bidders are encouraged to read all the RFP documentation and seek clarifications on any unclear point(s) at the earliest opportunity. Consequently, the relevant question(s) shall be submitted via the e-Procurement platform, by accessing the RFP from the supplier account. The timeline for submission of questions is set forth in Table 1 above.

Bidders' questions and the respective answers will be published on the appropriate section of the RFP page with no identification of the originator.

Questions on the RFP content and terms shall be submitted exclusively through the e-Procurement platform. Bidders contacting NSPA staff directly in relation to an on-going RFP, other than for technical issues using the platform or registering in Source File, may be considered in breach of these Bidding Instructions and ultimately excluded from the solicitation.

4. CONSIDERATION OF ALL INFORMATION

Your proposal must be prepared after careful consideration of all information provided in this RFP. In order for your proposal to receive an accurate evaluation it must conform to the terms of this RFP. Non-conforming or incomplete proposals may be refused consideration for award of a contract.

All blank spaces in the attached exhibit: PROPOSAL FORM AND INSTRUCTIONS / GUIDANCE FOR PREPARATION OF PROPOSALS must be completed and the exhibit returned with the offer.

The following documents are available on the Internet under:

<https://www.nspa.nato.int/business/procurement/general-information>

- NSPA General Provisions for Fixed-Price Contracts (Services)
- NSPA General Provisions for Fixed-Price Contracts (Materiel)
- Termination for Convenience of NSPA
- NSPA Supplier Code of Conduct

5. CONTRACTOR'S RESPONSIBILITY

With the submission of a proposal, the bidder guarantees that they have read the [NSPA Supplier Code of Conduct](#) and acknowledges that this Code of Conduct provides the minimum standards expected to be adhered to by the bidder, their employees, subsidiary or affiliate entities and subcontractors.

Furthermore, the bidder guarantees that they are in possession of all the necessary intellectual property rights in force in the countries where the items will be manufactured and / or services will be performed, under the resulting contract and in other countries where the intellectual property rights are in force. It is the sole responsibility of the bidder to obtain any licenses necessary for the performance of this contract and for making any other arrangements required to protect NSPA from any liability for intellectual property rights infringement in said countries. The bidder shall at their own expense hold NSPA harmless and fully indemnify NSPA against all damages, costs, charges, expenses and the like arising from or incurred by any reason of any infringement or alleged infringement of intellectual property rights in consequence of the provision of the service and / or materiel.

You will be solely responsible for the performance of the contract resulting from this RFP. The fact that NSPA allows to you subcontract or to call upon a third party for the performance of any part of the contract does not relieve you of your responsibility.

6. EMPLOYMENT OF FORMER NSPA STAFF

Any bidder who proposes to employ former NSPA staff member(s) in the performance of the resulting contract shall specifically identify the individual(s) and the position for which they will be hired. If NSPA determines that the former NSPA staff members will be employed in supporting a requirement for which they were personally and substantially involved while a NSPA employee, the bidder's proposal may be removed from further consideration for award. Failure to disclose such employment shall result in the immediate removal of the bidder's proposal from further consideration for award. This restriction shall be in effect for a period of two years after the former NSPA employee concludes their employment with the Agency, unless authorized in writing by the NSPA General Manager or their authorized representative.

7. BID EVALUATION

The criteria which NSPA will employ in selecting the successful bidder will be by order of importance:

- a. Responsiveness and compliance with the conditions of the RFP including compliance with NSPA Terms and Conditions. In their commercial proposal, the Bidder shall indicate acknowledgment and acceptance of said conditions;
- b. Provision to NSPA (as part of the tender) of an acceptable complete TECHNICAL PROPOSAL (see Exhibit Part A) including of all data and documentation listed in Exhibit Part A – TECHNICAL PROPOSAL/CAPABILITY AND QUALIFICATION FORM. The Bidder shall demonstrate ability to perform the works in full compliance with the SOW requirements and required timelines;

The total lowest priced, commercially and technically compliant proposal will be considered for Contract award.

8. ALTERNATIVE PROPOSAL(S)

If you desire to submit an alternative proposal or to submit suggestions for the accomplishment of this work, you may do so in addition to the proposal submitted in response to this Request for Proposal. If the only offer that you submit is an alternative, you take the risk to be declared technically non-compliant. Your alternative proposal will **ONLY** be considered if your proposal submitted in response to this Request for Proposal is the lowest technically compliant offer.

9. AUTHORISED SIGNATURE

Your proposal must be signed by an official authorized to bind your firm to a contract. If your proposal is submitted electronically the authorized signature should be scanned. Proposals submitted in response to this RFP are binding offers and, on acceptance by NSPA, constitutes a binding contract.

10. VALIDITY

Your proposal must be signed by an official authorized to bind your firm to a contract. Proposals submitted in response to this RFP are binding offers and, on acceptance by NSPA, constitutes a binding contract.

11. LANGUAGE

The proposal must be submitted in English, as this is the language of this RFP and the resulting contract. Any document or information in the bid in a language other than English shall be accompanied by a courtesy translation. At the request of NSPA, the bidder shall provide at its cost sworn translation(s) of any document identified as having special relevance or with legal implications.

12. QUALITY ASSURANCE

The detailed Quality Assurance requirements applicable to this RFP are set forth in the attached Terms and Conditions / Statement of Work / List of Services.

Throughout the performance of the resulting contract, the bidder shall provide objective evidence in order to demonstrate compliance with the contractual requirements specified and to provide confidence to NSPA that the bidder's processes are capable to consistently provide conforming services on time and within cost.

The bidder shall be responsible for complying with:

- (1) Quality Requirements for Services;
- (2) Quality Requirements for the Bidder.

13. PRICES, CURRENCY AND PAYMENT

Prices will be quoted in the currency of any NATO Nation or the currency of the Partner Nation where, according to the geographical limitations of the RFP (set forth above in Paragraph 8), companies incorporated in such countries are allowed to participate. However, all the prices must be quoted in the same currency and this currency will be reflected in the resulting contract and used for payments made thereunder.

Comparison of the price quotations will be made in Euro; the exchange rates to be used for the purposes of such price comparison will be the rates that are published by the ECB – European Central Bank – and updated every first working day (Following ECB Calendar) of the week of the bid closing date.

NSPA payment terms are thirty (30) days net upon receipt of Contractor's invoices duly documented as contractually provided for. Discount for early payment shall be indicated in your proposal.

NSPA payments will be made to the bank account provided by the Contractor at time of registration to the NSPA Source File or to the bank account identified by the Contractor at time of contract award. For companies incorporated in a NATO Nation, NSPA will only accept to make payments on an account in a bank located in a NATO Nation.

14. NO NSPA COMMITMENT

This RFP is not a commitment that an award of contract will be made. NSPA reserves the right to reject any or all proposals partially or completely, stop the bidding procedure, postpone it to a later date or award a contract for any or part of the items solicited. NSPA shall bear no liability for costs or losses incurred by bidders in relation to their participation in the RFP process. Any claim from bidders against NSPA for a refund of expenditure or charges resulting from preparation and submission of the bid will not be accepted.

15. INFORMATION ON CONTRACT AWARD

If your proposal did not result in an award, you will be notified that your proposal has not resulted in an award. Your company's name will remain in the NSPA Source File and will be considered for invitation for any future competitions in this field.

16. NSPO PROCUREMENT REGULATIONS / NSPA PROCUREMENT OPERATING INSTRUCTION

The NSPO Procurement Regulations and the NSPA Procurement Operating Instruction are available on NSPA's website under:

<https://www.nspa.nato.int/business/procurement/general-information>

17. PUBLICATION OF CONTRACT AWARDS

In accordance with NSPO Procurement Regulations, NSPA periodically publishes the contract awards exceeding 80,000 EUR, indicating the contractor's name and country, as well as the purpose and total amount of the contract. This procedure will not apply to classified contracts or when the customer has stipulated that publication is not wanted.

This information is to be found on the NSPA website under:

<https://www.nspa.nato.int/business/procurement/bid-awards>

Enclosure(s):

- RFP_FMI2400089_Bidding Instructions Exhibit: Proposal Forms and Instruction/Guidance for Preparation of Proposals

**EXHIBIT: PROPOSAL FORM AND INSTRUCTION / GUIDANCE FOR
PREPARATION OF PROPOSALS**

NSPA has prepared this two-part proposal form (pages . ____9____.-..____15____)
for the purpose of providing a standard format by which the bidders submit price data and
supporting information suitable for a detailed and accurate analysis and evaluation of their
proposals.

It is not essential that this said form be used by the bidders, however the bidders are
requested to maintain the sequence and suitably index the proposal to enable rapid analysis
by NSPA. This form must be completed and returned with your proposal.

PART A - TECHNICAL PROPOSAL / CAPABILITY AND QUALIFICATION FORM

This part when duly completed and supplemented with any information as deemed
appropriate will constitute the bidder's Technical Proposal and contain all non-pricing
details.

PART B - COMMERCIAL PROPOSAL

This part when duly completed and supplemented with any information as deemed
appropriate, will constitute the bidder's Commercial Proposal.

PART A - TECHNICAL PROPOSAL/CAPABILITY AND QUALIFICATION FORM

Bidder to confirm its role in provision of the services, particularly whether it performs as (non-OEM's refer to Paragraph 8 below):

OEM	YES / NO	(Bidder to provide evidence)
OEM Authorized Service Center	YES / NO	(Bidder to provide evidence)
OEM Repair Licensee	YES / NO	(Bidder to provide evidence)
Non-Authorized Service Center	YES / NO	

The information on your firm and capabilities should be submitted along the lines of the format provided below.

Voluminous pre-printed brochures are not desired.

1. EXPERIENCE AND CAPABILITIES OF YOUR COMPANY IN SIMILAR TYPES OF SERVICES

- a. The bidder shall provide a short description of the company's experience and capabilities in providing similar level maintenance services as minimum of 3 similar services over the last 2 years.

2. QUALITY

- a. ISO certification 9001:2015.
- b. The bidder / his facility shall be certified against ISO 9001. Bidder to provide a valid copy of the certification granted from an accredited body. The certification scope shall include all processes contributing to quality of the present contract.
- Certificate: _____; validity date of the certificate _____ **(bidder to complete)**
 - Industry-specific ISO Standard(s) : _____ validity date of the certificate _____ **(bidder to complete).**

3. MANAGEMENT PLAN

- a. General description of company's organizational structure

- b. Specific description of organizational structure to be used for this project with names and qualification of key personnel (i.a.w Italian Legislative Decree D.Lgs. 81/2008 minimum 2 workers shall be guaranteed always present on the work site)

4. SECURITY

- a. The Bidder undertakes to inform NSPA not later than 7 working days following the contract award date of the identities of the members of his staff who may require access under the contract to SVAM and NSPA SOC facilities as stated in the Statement of Work Part II, paragraph 5.

5. MANDATORY DOCUMENTS TO BE ATTACHED TO THE OFFER

Please note that the provision of the below list of documents is mandatory for the submission of the offer and it may constitute valid element for exclusion:

- a. Valid D.U.R.C. (the validity shall be maintained for the whole duration of the contract);
- b. Contractor's self-certification (i.a.w. Italian Presidential Decree D.P.R. 28 December 2000, n. 445 Art. 47) of not being subject to suspension or interdiction as described in Italian Legislative Decree D.Lgs. 81/2008 article 14 (not older than 1 week from the RFP release date);
- c. self-certification (i.a.w. Italian Presidential Decree D.P.R. 28 December 2000, n. 445 Art. 47) issued by the Company Legal Representative of not being subject to criminal proceedings;
- d. ISO 9001: 2015 Certification;
- e. COMPANY DATA FORM and RISKS INTRODUCED IN NSPA SOC WORKPLACES BY THE CONTRACTOR FORM Annexed to the DUVRI – Interference Risk Assessment Document (SOW Annex 3) duly filled in (to allow NSPA the update of the DUVRI after contract award);
- f. Certification of registration to the Chamber of Commerce, Industry and Handicraft (The registration scope shall include all activities for the successful delivery of the works).

The registration shall also show upfront the ability to release at the end of the works certifications of conformity of MEP (Mechanical, Electrical and Plumbing) systems i.a.w. Italian Ministry of Economic Development Decree DM 37/2008, with clear identification of the technical responsible, in particular for what concerns (the below can be satisfied through the use of one or more sub-contractors):

- LETTER A: Systems for the production, transformation, transport, distribution and use of electricity, systems for protection against atmospheric discharges, as well as systems for the automation of doors, gates and barriers.

- LETTER D: Water and sanitary systems of any nature or species.

In case the above requirements are fulfilled through the use of one or more sub-suppliers the Contractor shall provide the above listed documents also for the sub-contractor.

For Non- Italian Companies:

with reference to the technical-professional requirements, the Certificate of registration at the Chamber of Commerce, Industry and Handicrafts is replaced by the certificate of registration in the Register or Official List of the Country of Origin, while for what concerns social security matters (DURC), a distinction must be made between the case of EU and non-EU based Companies:

EU-COMPANIES

In general, the social security contributions legislation in force in the Company's Country of residence is applicable when EU employers already make payments to a public body or a contractual source in their Country of origin.

- It is mandatory that the self-employed worker or the employer for each of his employees, present in advance to the competent authorities of his Country the Community form Model A1 (former European model E101) which certifies that the seconded worker, remains insured for the purposes social security in the EU country of origin in which the posting company is based or in that of habitual exercise of self-employment.

In this first case, the NSPA SOC as Contracting Authority must acquire the certificate of regularity of contributions equivalent to the Italian DURC issued by the competent body of the Country of origin.

According to the new European provisions contained in the EC Regulation no. 883 and in the Regulation of application CE 16 September 2009 n. 987, in force since May 1, 2010, the maximum duration of the posting (transfer) of a worker within one of the 27 countries of the European Community is twenty-four months.

- If form A1 has not been submitted or if the authorized secondment period is exceeded, the law provides that the contribution-social security obligation of the foreign Company shall be completely fulfilled in Italy by registering with INPS, INAIL and possibly , for companies required to apply contracts in the construction sector, to the competent Italian construction workers' social security fund (Cassa Edile). In this second case, NSPA SOC as Contracting Authority will request a valid (Italian) DURC.

NON EU-COMPANIES

Only the Italian social security legislation applies and with it the obligation to register with INPS, INAIL and possibly, for companies required to apply contracts in the construction sector, to the competent Italian construction workers' social security fund (Cassa Edile). Compliance with contributory regularity will be verified by NSPA SOC with the acquisition of the valid DURC.

With reference to the remaining specific technical documentation required by Legislative Decree 81/08 for Italian companies relating to the works object of the RFP (POS, Risk Assessment Document, etc.), to workers (declarations and evidence on general and specific training for use of equipment and PPE, fitness and health surveillance, etc.) and to the equipment (checks on equipment and systems) the same requirements remain valid also for foreign companies.

6. SUBCONTRACTS AND PERCENTAGE TO TOTAL COMMERCIAL PROPOSAL

- a. Provide names, addresses of sub-contractors and Quality Assurance standards with the reasons why subcontract(s) are necessary.

Name	Address	% of total price proposal	QA standards & Reasons for subcontracting

- b. Maximum sub-contracts expected _____ % (bidder to indicate)

7. CONTRACT ADMINISTRATION

If a Contract is awarded the followings officials will be designated to administer the Contract.

The Bidder shall complete the form as required (by filling out the green marked fields).

The official designated to administer **contractual matters**:

Company Name	:	
Address	:	
Name of Representative and function	:	
Telephone	:	
Fax	:	
Mobile	:	
Email	:	

The officials designated to administer **technical matters**:

Company Name	:	[REDACTED]
Address	:	[REDACTED]
Name of Representative and function	:	[REDACTED]
Telephone	:	[REDACTED]
Fax	:	[REDACTED]
Mobile	:	[REDACTED]
Email	:	[REDACTED]

PART B - COMMERCIAL PROPOSAL

1. TERMS AND CONDITIONS

The bidder to confirm acceptance of the following to be applicable should the contract be awarded:

YES, the bidder **fully accepts** Terms and Conditions, General Provisions for Fixed Price Contracts (Materiel) and Termination for Convenience of NSPA as set out in this RFP.

NO, the bidder **does not fully accept** Terms and Conditions, General Provisions for Fixed Price Contracts (Materiel) and Termination for Convenience of NSPA as set out in this RFP.

NOTES:

- a. The bidder may provide comments to the documents listed above. NSPA will review all these however; **NSPA reserves the right to award a contract solely on the basis of Bidder's full acceptance.**
- b. The proposed wording of Bidder's requested amendments may be provided in a separate Word file, making reference to the Part and Paragraph of the applicable document for which the amendment is sought, in order to allow proper review by NSPA.

2. PRICES:

Please indicate your best prices in attached document entitled "**FMI2400089-[PTF]-Prices Table Form**". Please return the [PTF] Prices Table Forms in the original excel format as well as as signed .pdf version.

Notes to Bidders:

- a. All prices shall be submitted with no more than two (2) decimals.
- b. Items priced at zero value or with no price displayed are intended as provided free of charge to NSPA.

The prices proposed shall be firm fixed for a duration of 3 (three) years from the contract effective date.

NSPA reserves the unilateral right to extend the contract for either one (1) further period of two (2) years or two (2) further periods of one (1) year. If NSPA exercises this option, the prices shall be revised by application of the price revision formula identified in the Contract Terms and Conditions.

3. PAYMENT TERMS:

NSPA payment terms are thirty (30) net upon receipt of Contractor's invoices duly documented as contractually provided for.

Discount for early payment shall be indicated in your proposal, i.e.:

- If payment is made within 10 days:% is granted **(bidder to indicate)**
- If payment is made within 20 days:% is granted **(bidder to indicate)**

4. PROVISIONING OF PARTS:

Costs of direct materials and repair parts will be reimbursed as follows:

- manufactured by the Contractor: At production cost
- purchased by the Contractor: At acquisition price plus a fixed handling charge fee of% **(bidder to indicate)**

5. VALIDITY:

This COMMERCIAL PROPOSAL, when associated with the TECHNICAL PROPOSAL, constitutes the bidder's tender against this RFP and is valid until the specified offer validity date stated in this Bidding Instructions Paragraph 1, Table 1.

DATE OF YOUR PROPOSAL:
NAME OF COMPANY:
NAME OF REPRESENTATIVE
TITLE OF REPRESENTATIVE (Role in the Company)
SIGNATURE: