PROCEDURE FOR NATO COMPETITIVE PROCUREMENT

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Reference: PO(2025)0198; -AS1 Procurement Policy for NATO Common Funding

PREAMBLE

1. NATO Competitive Procurement is a procurement method that is open to all eligible vendors from participating nations. The procedure described herein is aligned with the Procurement Policy for NATO Common Funding at reference. This procedure outlines the minimum rules and standards for conducting a NATO Competitive Procurement. The procedure establishes the rights and responsibilities of the procurement authority and vendors up to and including contract signature. Appendix 1 describes the applicable procedure in case of a dispute.

2. The procurement authority shall carry out a formal competitive bidding procedure in accordance with the principles of the policy at reference, ensuring the fair and equal treatment of all vendors.

3. The Budget Committee and the Investment Committee have authority over the terms of this procedure and its appendices, in line with their respective remits, and may decide to allow modifications regarding its implementation by procurement authorities.

NOTIFICATION OF PROCUREMENT OPPORTUNITY

4. In accordance with the policy at reference, the procurement authority shall publish a formal notification of any NATO Competitive Procurement procedure on the single NATO website for procurement opportunities. Publication on other advertisement websites is optional but encouraged. The notification shall include clear instructions for vendors to access the solicitation documentation, noting that such access must be given in full compliance with the security provisions of the policy at reference.

5. Until such time as a single NATO website for procurement opportunities becomes operational, the following shall be in effect:

   5.1. NATO Bodies shall publish procurement opportunities on their respective official NATO website, while Territorial Host Nations/User Nations shall make the publication on their national procurement website.

   5.2. For procurements with an estimated value exceeding the Established Financial Limit (EFL) Level E, procurement authorities shall also notify, electronically, the respective national delegations to NATO of the participating nations.

      5.2.1. The notification to the national delegations shall contain a summary of the procurement's purpose and background, as well as the link to the online information related to the procurement opportunity, should that be available already. The notification to the national delegations must be sent at least 10 calendar days, and in cases where security clearances are required at least 20 calendar days, before the publication date of the solicitation documentation. Earlier notification of procurement opportunities by procurement authorities is highly encouraged.

6. The procurement authority must notify the International Staff of any changes to its official notification website in order to ensure that the list of public websites used by procurement authorities to publish notifications of procurement opportunities remains accurate and up to date.

SOLICITATION

7. The deadline for the receipt of bids/proposals shall be set to a minimum of 35 calendar days from the publication date of the solicitation documentation. For procurements related to Council approved Alliance Operations and Missions (AOM), the deadline shall be set to a minimum of 20 calendar days from the publication date of the solicitation documentation. A vendor may request a deadline extension for translation purposes. In such cases and irrespective of the number of requests, the procurement authority must grant a one-time extension for translation purposes of up to 15 calendar

days, if the request comes no later than 14 calendar days prior to the initial deadline set for the submission of bids/proposals. Any other requests for extensions are at the procurement authority's discretion.

8. The solicitation documentation must include a summary of the procurement's purpose and background. The solicitation method shall be clearly specified, be it an Invitation for Bids (IFB), a Request for Proposals (RFP), or other approach. A well-defined problem statement, Performance Work Statement (PWS), Statement of Work (SOW) or technical specifications must be included, providing a clear description of the goods, works, or services required. The procurement authority shall outline eligibility requirements for vendors, including any minimum qualifications or restrictions.

9. The solicitation documentation must clearly detail all aspects of the procurement process, including submission requirements, deadlines, communication protocols and timeframes for clarifications, amendment procedures, dialogue, down-selection, alteration of bids, post-award debriefing mechanisms, and the applicable dispute procedure. It must also specify the criteria to be used for bid/proposal evaluation and contract award, and whether the evaluation will occur in successive stages.

10. When security classification permits, solicitations must be made public.

LANGUAGE

11. Notifications of procurement opportunities shall be published by the procurement authority in at least one of the NATO official languages. Additional languages may be used when deemed beneficial for increasing competition.

12. When the procurement authority is a NATO Body, the solicitation documentation shall be published in at least one of the NATO official languages. When the procurement authority is a Territorial Host Nation/User Nation, the solicitation documentation may be published in the official language(s) of the nation, although the use of one of the NATO official languages is encouraged. The bids/proposals must be either in the official language(s) of the procurement authority or in one of the NATO official languages, unless the choice of language between these was specifically determined by the procurement authority and stated in the solicitation documentation.

VENDOR ELIGIBILITY

13. In accordance with the policy at reference, the procurement authority shall assess vendor eligibility using the most suitable instruments at their disposal and, to this end, may request assessments by national authorities.

14. For NATO Security Investment Programme (NSIP) procurements with an estimated value exceeding the Established Financial Limit (EFL) Level E, the assessment by national authorities is mandatory as the means to establish vendor eligibility. The national assessment, in the form of a Declaration of Eligibility is to be issued to the procurement authority by the appropriate national authorities of the vendor's nation of origin. The nation of origin must declare that, if responsible for awarding a contract of the same nature, it would itself admit the vendor as a competitor. A sample declaration is provided at Appendix 2. The procurement authority shall always refer matters of security credentials to national authorities, in line with the applicable NATO security policy. Procurement authorities must refer vendors who have not yet been the subject of a Declaration of Eligibility to the respective NATO delegation of the nation of origin. The fact that a vendor is not covered by a Declaration of Eligibility or that such a declaration is incomplete does not immediately eliminate the vendor. It is left at the discretion of the procurement authority to allow such vendors, once they complete their Declaration of Eligibility process, to participate in the procurement, as long as the procurement authority ensures that such inclusions are done in a non-discriminatory manner. Allowing such vendors to be able to participate in a procurement will not be considered as a valid reason for a request for extension to the deadline for the receipt of bids/proposals.

ENGAGEMENT WITH VENDORS

15. Any engagement by the procurement authority with a vendor before and after the deadline for the receipt of bids/proposals must uphold the principles of open and fair competition, ensuring the non-discrimination and equal treatment of eligible vendors.
16. A vendor may submit written requests for clarification regarding the solicitation documentation within the specified timeframe. The procurement authority shall respond in writing, ensuring that all responses are shared appropriately, in order to maintain equal access to information. Selective or private responses are prohibited. If a pre-bid conference is held, all relevant questions and responses must be documented and made available to all vendors to ensure transparency. Clarifications must be issued through the same channel(s) where the solicitation was originally published.
17. If clarifications require changes to the solicitation documentation before the deadline for the receipt of bids/proposals, the procurement authority must issue an official amendment or addendum. Any such modifications must be communicated in writing to all vendors. The procurement authority may extend the deadline for the receipt of bids/proposals to allow vendors reasonable time for the adjustment of bids/proposals.
18. If the solicitation allows for dialogue, such as in the case of competitive dialogue, phased evaluations, or other agile procurement approaches, vendors may be invited to participate in structured discussions. These discussions aim to refine solutions, clarify requirements, and explore innovative approaches. Any dialogue must be non-discriminatory, well-documented, and conducted in a transparent manner that does not give any vendor an unfair advantage. Similarly, when the solicitation allows for negotiations, this shall be done according to the process set out in the solicitation documentation. During exchanges, the procurement authority shall ensure that any relevant information is shared in a non-discriminatory manner, in order to not give some bidders an unfair advantage over others.
19. The procurement authority may request clarifications from a bidder regarding ambiguous information in their bid/proposal. Such requests must be made in writing and must not permit the introduction of new or materially altered information. The same opportunity must be extended to all bidders where applicable.
20. Upon request, the procurement authority shall provide post-award debriefs to unsuccessful bidders, ensuring transparency into the evaluation process while safeguarding the confidentiality of proprietary or competitive information. In the context of agile procurement, where iterative approaches and continuous improvement are vital, debriefs are especially encouraged. The procurement authority must conduct debriefs in a fair, objective, and consistent manner.

EVALUATION OF BIDS

21. The procurement authority must develop and adhere to formalised procedures for the evaluation of bids/proposals to ensure complete objectivity and non-discrimination. The procurement authority shall specify the methodology and criteria used for evaluating proposals/bids in the solicitation documentation. Changes to the evaluation methodology and criteria may take place exceptionally after the publication of the solicitation documentation but before the deadline for the receipt of bids/proposals, when they are needed for valid reasons, including, but not limited to, correction of errors. In such circumstances the procurement authority should inform bidders and allow sufficient time to bidders to make the necessary adjustments to their bids/proposals, should that be required. The procurement authority shall ensure the consistent and uniform application of the evaluation criteria across all bids/proposals.

ALTERATION OF BIDS

22. Where information or documentation submitted by a vendor is or appears to be incomplete or erroneous or where specific documents are missing, the procurement authority may request the vendor concerned to complete or correct the relevant information or documentation within a specified timeframe, provided that such requests are made in full compliance with the principles of open and fair competition, non-discrimination and transparency.

23. A bidder may correct minor clerical or administrative errors in its submission after the deadline for the receipt of bids/proposals, provided such corrections do not change the substance of the bid or proposal or affect pricing or competitive positioning. All corrections must be properly documented.

24. After the final deadline for the receipt of bids/proposals, a bidder shall not be permitted to alter or supplement its bid or proposal in any way that would affect pricing, technical specifications, or other substantive elements.

    24.1. In procurements using an agile approach that involve multiple phases of dialogue, negotiation, or iterative submissions, adjustments—including those affecting pricing—may be permitted during the relevant phases, but before the final deadline for the receipt of bids/proposals, provided that the conditions for such adjustments are clearly specified in the solicitation documentation. Bidders may be invited to refine their solutions, adjust proposals based on discussions, or participate in phased evaluations. Such engagements must be conducted transparently, documented rigorously, and applied consistently across all bidders. Any negotiation or refinement must not distort fair competition or give one bidder an unfair advantage over others.

AWARD CRITERIA AND CONTRACT TYPE

25. The procurement authority shall award contracts based on predetermined and clearly defined criteria. The chosen criteria must align with the objectives of the procurement. and must ensure a transparent and fair assessment of all proposals. The procurement authority may choose between the following award criteria: lowest price technically compliant, lowest lifecycle cost, best price-quality ratio or best value[1]. The use of other award criteria shall be subject to prior governance approval.

26. The procurement authority shall determine the most suitable type of contract. These may include but are not limited to: fixed-price contracts, cost-reimbursement contracts, incentive contracts, indefinite delivery contracts, or any hybrid structure, with or without provisions for price variation. The contract must be appropriately structured to manage risk, ensure accountability, and achieve the procurement objectives.

27. When deemed suitable by the procurement authority, framework agreements should be sought to maximise benefits to NATO. Framework agreements may be the result of an open competitive bidding procedure or an accelerated procurement vehicle allowing for competition among a select pool of vendors, such as the NATO Communications and Information Agency (NCIA)'s Basic Ordering Agreement (BOA) and Not-For-Profit Framework (NFPF). Although not requisite, framework agreements may sometimes involve a binding financial commitment, as may be the case in certain Indefinite Delivery/Indefinite Quantity (IDIQ) contracts.

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1 In the case of the best price-quality ratio or best value, the procurement authority must clearly communicate the weight and significance of each criterion/sub-criterion in the solicitation documentation.

AWARD DECISION AND CONTRACT SIGNATURE

28. The procurement authority must immediately notify all bidders of the award decision. Before contract signature, the procurement authority must ensure the respect of the standstill period as set out below.

29. For procurements with an estimated value exceeding EFL Level E, a contract may not be signed for at least a period equal to the number of calendar days set as the time period to allow for complaints to be lodged (in line with the deadline set in sub-paragraphs 11.2 of Appendix 1). For procurements with an estimated value up to and including EFL Level E, the establishment of a standstill period shall be mandatory and at the discretion of the procurement authority.

    29.1. Standstill periods do not apply in the following cases:

        29.1.1. If, by the nature of the procurement method (e.g. sole source) or due to limited interest in the bid, there is only one bidder and no other interested bidders;

        29.1.2. For urgent and compelling reasons (e.g. when a delay in contract signature endangers life, property, or mission) to be duly justified by the procurement authority. When a standstill period is waived on these grounds for a procurement with an estimated value exceeding EFL Level E, such cases shall be reported for information to the relevant Committee.

DISPUTE RESOLUTION PROCEDURE

30. In case of a dispute, the procedure described at Appendix 1 applies.

DISPUTE RESOLUTION PROCEDURE

Reference: PO(2025)0198; -AS1 Procurement Policy for NATO Common Funding

GENERAL PROVISIONS

Scope

1. This Appendix shall apply to disputes arising prior to, and including, the signature of a contract. Unless otherwise decided by governance, NATO Bodies shall apply this procedure in connection to any common funded procurements, while a Territorial Host Nation/User Nation shall apply this procedure when choosing to use NATO Competitive Procurement in connection to a NATO Security Investment Programme (NSIP) project it is responsible for implementing.
2. This dispute resolution procedure foresees three possible resolution stages: at procurement authority level, at Committee level and at Arbitration level. At any stage before the final decision of the Board of Arbitration is released, an amicable settlement is possible, allowed and advisable.
3. Where the procurement authority is part of a body established under the Paris Protocol, the party lodging the complaint will be informed in writing by the procurement authority whether it intends to proceed with the procurement action, including contract award, and that it is the interested party's prerogative to pursue the issue in accordance with the relevant dispute resolution procedure described in the solicitation documentation.

Settlement Principles

4. Dispute settlement shall be transparent, non-discriminatory, timely and effective, and aim to reduce recourses to Committees.
5. The procurement authority shall provide reasons for its decisions relative to a dispute, in writing, to the other parties to the dispute.
6. Each party shall undertake best efforts to resolve the matter amicably, even beyond any specific periods explicitly mandated for this purpose.

Lodging a Complaint

7. With the exceptions set out in paragraph 10 below, any interested party must be able to lodge a complaint if it considers that a decision by a procurement authority has violated applicable procurement rules and principles in a way that prejudiced a bidder or an interested bidder.
8. The grounds for any complaint must be described in clear and concise manner in writing and addressed to the procurement authority. Failure to lodge a coherent and substantiated complaint may be grounds for dismissal by the procurement authority. When a complaint is received, the procurement authority shall initiate informal discussions with the party lodging the complaint in order to understand and resolve the matter as soon as possible. A complaint may or may not result in a disagreement, but once it does, the matter automatically becomes a dispute that needs to be resolved.
9. The party lodging the complaint has the burden of demonstrating that the action of the procurement authority was clearly unreasonable and prejudiced their interests following a material violation of applicable procurement rules and principles. The party lodging the complaint must further be able to demonstrate that, but for the procurement authority's violation of the applicable rules and procedures, there would have been a substantial chance of being awarded the contract.
10. The following shall not be grounds for a dispute:

    10.1. The deadline set for the receipt of bids/proposals, or potential extensions by the procurement authority, including for translation purposes;

    10.2. Non-compliance by a bidder (or an interested bidder) with the deadlines set by the procurement authorities.

Deadline to Lodge a Complaint

11. The deadline to lodge a complaint shall be clearly specified in the solicitation documentation and shall, in any case, align as much as possible with the principles of this procedure and those of the policy at reference.

    11.1. For procurements with an estimated value up to and including EFL Level E, the deadline to lodge a complaint shall be mandatory and at the discretion of the procurement authority.

    11.2. For procurements with an estimated value exceeding EFL Level E, complaints shall be lodged by an interested party within 15 calendar days from the date when the interested party first knew, or ought to have known, about the circumstances giving rise to the grounds for the potential dispute, whichever is earlier. For complaints relating to the contract award decision, the deadline is 15 calendar days from the day following the date on which the contract award decision is communicated to the bidders. The procurement authority may choose to increase the time period allowed for the lodging of a complaint.

    11.3. For all procurements, the procurement authority may also exceptionally provide for shorter time periods for urgent and compelling reasons (e.g. when a delay in contract signature endangers life, property, or mission), to be duly justified by the procurement authority.

    11.4. To ensure clarity in communication, the procurement authority and the party lodging the complaint are encouraged to verify the delivery and/or receipt of the information they share with each other with regard to complaints lodged.

12. The procurement authority, for good cause shown, or where it determines that a complaint raises significant issues to the procurement authority's procurement objectives or processes, may voluntarily consider the merits of any complaint which is not timely lodged.

Suspension of the Award

13. The procurement authority shall not award a contract if a complaint is lodged before the award is made, and results in a dispute. The suspension of the award shall remain in effect until the final resolution of the dispute (including up to Board of Arbitration stage, if the case), or until the party lodging the complaint confirms in writing to the procurement authority that it shall not pursue the matter further.

14. The procurement authority may exceptionally override the suspension, if it is justified for urgent and compelling reasons (e.g. when a delay in contract signature endangers life, property, or mission), to be duly justified by the procurement authority.

15. The decision to override the suspension of the award must be documented and approved by the same body or person responsible for making the award decision on behalf of the procurement authority. Such an override decision for procurements with an estimated value exceeding EFL Level E shall be reported for information to the relevant Committee.

16. A suspension of an award must be communicated in writing to all bidders. When needed, the procurement authority should attempt to obtain an extension of their bid/proposal validity period from the bidders.

PROCUREMENT AUTHORITY LEVEL

17. The procurement authority shall establish internal procedures allowing for the expeditious treatment and resolution of complaints and disputes, without the involvement of the Committees. The procurement authority shall prioritize inexpensive, informal, procedurally simple, and effective resolution of complaints and disputes. The use of various dispute resolution techniques by the procurement authority, including third party neutrals, are acceptable methods.

18. The procurement authority's procedures should be consistent with the principles and rules set out in the policy at reference, building confidence in the NATO procurement system and reducing disputes before the Committees or judicial protest fora. The procurement authority shall undertake best efforts to resolve any dispute at its level within 14 calendar days after the complaint is duly lodged. The

procurement authority shall notify in writing the party lodging the complaint of the conclusion of the dispute resolution procedure at this stage. Disputes related to procurements with an estimated value up to and including EFL Level E shall be resolved at the procurement authority level.

19. For procurements with an estimated value exceeding EFL Level E, when a Territorial Host Nation/User Nation applies this procedure in connection to a NATO Competitive Procurement for an NSIP project it is responsible for implementing, it may choose to forego a resolution of the dispute at its level beyond amicable settlement, and refer any formal matters directly to the Committee level.

COMMITTEE LEVEL

20. For all procurements with an estimated value exceeding EFL Level E, the interested party may raise the resolution of the dispute to the relevant Committee, through its delegation, if it considers that it has not obtained appropriate remedy at the procurement authority level either through the procurement authority's dispute resolution procedure or through amicable settlement. The relevant Committee will be the Budget Committee or the Investment Committee.

21. At Committee level, the bidder or the interested bidder shall be represented by the delegation of its nation of origin.

22. The resolution of a dispute shall be raised at Committee level by official letter to the Chair of the relevant Committee, sent by the delegation of the interested party's nation of origin. The letter must be submitted within 20 calendar days from the date on which the party lodging the complaint has been notified by the procurement authority of the conclusion of its dispute resolution procedure, as set out in paragraph 18 above. Upon receipt of the letter, the Chair shall forward it to the Committee to inform that a dispute has been raised at its level. The procurement authority shall also inform the Committee, in writing, of the suspension of the award[2], or of any override decisions.

23. A period of 10 calendar days from the date of receipt of the official letter referring the dispute to the Committee shall be allocated for the purposes of further exchanges between the parties to the dispute, ideally leading to an amicable settlement of the dispute. At this stage, if relevant, the International Staff may be invited to present their views.

24. The procurement authority shall immediately inform the Committee of the resolution of the dispute via amicable settlement or that the resolution was not possible. If an amicable settlement was not achieved, the relevant Committee shall hold a discussion on the points in dispute, based on oral or written statements by the parties. The issue may be discussed at not more than one meeting of the relevant Committee.

ARBITRATION LEVEL

25. If at the conclusion of the discussion in Committee, the parties to the dispute are unable to arrive at a mutually-agreed resolution, the Committee shall submit the dispute to a Board of Arbitration ("Board") for resolution.

26. The Board shall be appointed by the Committee and formed of three individuals selected from a Standing List of Board of Arbitration Members ("Standing List"), in no way concerned[3] with the dispute. The establishment of the Standing List and the nomination of the Board members shall be done in accordance with the section below on Composition, Conduct and Terms of Reference for a Board of Arbitration. The Board may request that a designated member of the International Staff support the discussions. The members of the Board and the International Staff shall act impartially according to their individual good judgement.

27. The Board members have the obligation not to disclose, except as provided in paragraph 29 below, the views held by any of the arbitrators or the nature of their deliberations and discussions.

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2 Or suspension of the performance of the contract, in cases where a contract had been exceptionally signed and a decision to suspend it is considered the appropriate way forward at this stage.

3 Amongst other measures to ensure impartiality, the Board of Arbitration shall exclude members that have the same nationality as the nation(s) of origin of the contractors or sub-contractors that may have an interest in the dispute.

28. The Board shall meet as soon as possible and, in any case, not later than 7 calendar days after the date when the Board was appointed. It shall establish its activity in accordance with the terms of reference below which, inter alia, will provide for:

    28.1. An exchange of memoranda in which each party shall state its position;

    28.2. The possibility for each party to comment upon the memoranda submitted by the other party;

    28.3. The possibility for each party to present oral submissions at a hearing.

29. The Board shall aim to inform the Committee of its decision, in writing, within 14 calendar days after the Board's first meeting but not later than 28 calendar days after the Board's first meeting. The decision of the Board shall be final, binding, and no appeal shall be allowed. In case the procurement in question relates to Council approved Alliance Operations and Missions (AOM), the Board shall inform the Committee of its decision, in writing, not later than 14 calendar days after the Board's first meeting.

30. The parties shall, with due speed, take the necessary steps to implement the Board's decision.

COMPOSITION, CONDUCT AND TERMS OF REFERENCE FOR A BOARD OF ARBITRATION

Composition

31. The Investment Committee[4] will select on an annual basis a minimum of eight national representatives to the Standing List. Each year at least 25% of the Standing List members should change to allow for an equitable sharing of the responsibility.

32. The three members of the Board shall be appointed by the relevant Committee from the Standing List, concurrent with the Committee's decision to proceed to the arbitration stage.

33. In the Board selection process, the Committee shall also consider:

    33.1. Availability and previous service on the Board amongst the selection criteria. Should the Committee not be able to make its appointment of the Board based on the members of the Standing List, the Committee may consider appointing another national representative, not part of the Standing List, or a member of the International Staff to the Board;

    33.2. Backgrounds, which shall be such that the Board as a whole has experience of the relevant aspects of the subject under dispute and shall comprise members who are in no way concerned with the dispute.

34. Should the Committee not be able to finalise the appointment of the Board within 14 calendar days from its decision to submit the dispute to arbitration by the Board, the Chair will escalate the matter of the Board selection and appointment to the NATO Secretary General.

Conduct of the Board Members

35. The members of the Board shall:

    35.1. Be, and reasonably appear to be, independent and impartial;

    35.2. Avoid impropriety as well as any appearance of impropriety;

    35.3. Avoid actual, potential and apparent conflicts of interests;

    35.4. Respect the confidentiality of the arbitral proceedings;

    35.5. Observe high standards of conduct that preserve in all respects the integrity of the arbitral proceedings; and

    35.6. Act diligently, fairly, and in a timely manner.

4 The Standing List selected by the Investment Committee shall also be used by the Budget Committee, if required. The Budget Committee may consider selecting a separate (annual) list, should it be needed.

Terms of Reference

36. The Board shall conduct its activity in line with the provisions of this procedure.

37. The Board shall have access to all documentation relevant to the disputes, including but not limited to, the solicitation documentation, the bids/proposals, and other relevant records. If applicable, the Board may request that a member of the NATO International Staff provide technical clarifications. As required, the Board can also request that a party not involved in the dispute (e.g. from another NATO Body) provide an expert to assist the Board.

38. Memoranda from the parties, fully reflecting the views of each, shall be produced and be made available to the Board and each of the other parties.

39. The Board shall conduct at least one hearing of the party submitting the dispute in the presence of the procurement authority and of the procurement authority in the presence of the party submitting the dispute. If so required, to take account of commercial sensitivities or for other valid reasons, the Board may exceptionally also hold private hearings of each party without the presence of the other; in such cases, the Board shall ensure equal and non-discriminatory treatment of the parties.

40. The Board shall, if so requested, allow parties to provide further technical clarification during the hearings. Such clarifications shall not result in a change of the technical proposals or the bid price.

41. The decision of the Board shall be based on the principles of this procedure and of the policy at reference, as well as any other applicable rules and procedures, and on the evidence produced. The decision shall be made by majority and with no dissenting or separate opinions.

SAMPLE DECLARATION OF ELIGIBILITY

To: Procurement Authority

Subject: Declaration of Eligibility for NATO Competitive Procurement

Reference:

1. With reference to the above-mentioned NATO Competitive Procurement opportunity, the following (nationality of origin) vendors have expressed an interest in receiving the solicitation documentation:

   1.1. Name of Vendor:
   Address:
   Name of Point of Contact:
   Email:
   Phone:

   1.2. Etc.

2. I certify that these vendors have the necessary financial, technical and professional competence to be admitted by the Government of (country of origin) as bidders were it responsible for awarding a contract of this nature. All the vendors listed above are security cleared to the level required for this procurement.

(Signed) (Country of Origin)

GLOSSARY OF TERMS

Term	Definition
Basic Ordering Agreement (BOA)	A procurement vehicle used by the NCIA, whereby a framework agreement is established with a vendor for a specified range of goods and services against which retail quantities can be ordered, on a competitive basis, at a later stage.
Best Price-Quality Ratio or Best Value	The contract is awarded based on a predetermined weighted assessment combining both price and technical criteria, where technical merit and financial considerations are evaluated to determine the most economically advantageous bid.
Bid	A formal offer to provide goods, works, or services at a stated price under specified conditions, submitted in response to an Invitation for Bids (IFB) in a competitive procurement process.
Bidder	A vendor actively participating in a specific procurement process by submitting a formal offer (bid or proposal) in response to a solicitation. In some cases, a bidder may be a non-commercial entity.
Competitive Dialogue	A procurement procedure whereby the procurement authority engages in discussions with selected bidders to develop one or more suitable solutions to a problem. Through dialogue, the procurement authority's requirements and the vendors' proposed solutions are refined and adapted before the submission of final bids/proposals. This procedure is typically employed for complex procurements where innovative solutions are required.
Complaint	A written demand or written assertion by a bidder or an interested bidder, related to the terms of or actions taken in connection with a procurement process. A complaint may or may not result in a disagreement and therefore a dispute that needs to be resolved.
Contract	A mutually binding legal relationship obligating the vendor to provide the goods, works, or services and the customer to pay for them following delivery and acceptance.
Contract Award	The process of selecting and notifying a bidder that they have been formally chosen as the contractor for a particular contract upon acceptance of their bid or proposal, and culminating in the contract signature.
Contract Type	The method of compensation and the allocation of responsibilities and risks between the procurement authority and the vendor. Also referred to as "type of contract".
Contractor	A vendor that enters into a legally binding agreement with the procurement authority to provide specified goods, works, or services under agreed-upon terms and conditions. A prime contractor has a direct contractual relationship with the procurement authority and is responsible for fulling the contract's terms, while a sub-contractor is engaged by the prime contractor to execute portions of the contract without having a direct relationship with the procurement authority.
Cost-Reimbursement Contract	A contract type under which payments to the contractor are based on allowable costs incurred, typically up to a set ceiling.

Term	Definition
Declaration of Eligibility	Document provided by a NATO nation certifying the legal and regulatory competence, the economic and financial standing, the technical and professional capacity, and the security risk of a vendor.
Dialogue	Any communication between procurement authorities and bidders during the procurement process, including on the bid/proposal submitted or the solicitation documentation, which must ensure fairness and transparency.
Dispute	A formal disagreement that arises in connection to a NATO procurement process, following the lodging of a complaint.
Established Financial Limits (EFL)	The Established Financial Limits (EFLs) refer to monetary levels of discretionary powers set in the Budget Committee Financial Rules and Procedures.
Estimated Procurement Value	Represents the estimated total contract value, including contractual options, needed for the entire contract duration (and not per year or any other subset). Procurements shall not be artificially split in any way to circumvent any competitive bidding procedure. Also referred to as “estimated value”.
Eligible Vendor	A vendor deemed eligible by the procurement authority to participate in a NATO procurement based on legal and regulatory competence, economic and financial standing, technical and professional capacity, and security risk.
Fixed-Price Contract	A contract type under which the price is not subject to adjustments on the basis of the contractor’s cost in performing the contract, and that may be with or without incentives.
Host Nation	The entity which implements a NATO Security Investment Programme (NSIP) project on behalf of NATO. A host nation would normally be the country on whose territory the project is to be implemented (Territorial Host Nation), a NATO Agency or a Strategic Command.
Incentive Contracts	A contract type under which incentives are included to motivate the contractor’s efforts and discourage contractor inefficiency and waste.
Indefinite Delivery Contract	A contract type that allows for the procurement of goods, works, or services in cases when the exact times and/or exact quantities of future deliveries are not known in advance. One example of this contract type is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract.
Indefinite Delivery/ Indefinite Quantity (IDIQ)	A contract that includes an indefinite quantity of goods, works, or services during a fixed period.
Interested Bidder	A vendor that has or had an intention to submit a bid, but that has not done so.
Interested Party	Any bidder or interested bidder with a direct economic interest in the procurement action relating to which a complaint is lodged. In a dispute resolution procedure, interested parties shall be represented by the delegation of their nation of origin during the resolution stage at the Committee level.
Lowest Price Technically Compliant	The contract is awarded to the bidder offering the lowest price, as long as the bid meets all minimum requirements and technical specifications as defined in the solicitation documentation.

Term	Definition
Lowest Lifecycle Cost	The contract is awarded to the bidder who presents the lowest total cost, which includes not only the initial price but also the total cost of ownership (TCO) over the lifecycle of the goods, works, or service, encompassing all direct and indirect costs including but not limited to acquisition, operation, maintenance, training, transition and disposal costs, irrespective of whether they are all provided by the same or different contractors.
Nation of Origin	The nation where a vendor is legally established, registered, or incorporated and from which it primarily conducts its business operations as pertinent to the procurement.
NATO Body	A civilian or military headquarters or other organisation established pursuant to the North Atlantic Treaty.
Not-For-Profit Framework (NFPF)	A procurement vehicle used by the NCIA to procure goods, services, or works from not-for-profit organisations, including national defence labs and other research institutions.
Notification of Procurement Opportunity	A public announcement informing potential vendors about an immediate or future procurement need and how to participate.
Participating Nation	A nation participating in the funding of a given procurement.
Party to a Dispute	An entity that is engaged in a dispute settlement process, be it a bidder or an interested bidder on one side, and the procurement authority on the other.
Procurement Authority	A NATO or national body procuring goods, works, and services using NATO funds.
Proposal	A detailed document that outlines how a vendor plans to meet specific requirements, including technical solutions, pricing, and implementation approaches, submitted in response to a Request for Proposal (RFP) in a competitive procurement process.
Solicitation	The formal process used to request bids, proposals, or quotations from potential vendors for goods, services, or works. Solicitation documentation is the totality of documents shared by the procurement authority as part of the solicitation process.
Vendor	A legally recognized entity that provides goods, works, or services to customers through formal business transactions and established commercial relationships.
Vendor from Participating Nations	A vendor is considered to be from a participating nation if both of the following criteria are met: 1. The vendor's nation of origin is one of the participating nations. 2. The vendor's place of main production facilities (either in general or specific to a project) and/or effective management and/or beneficial ownership (meaning the nation of origin of an entity or group of entities owning a controlling share of the company's voting actions) is in a nation for which no applicable commercial restrictions are in force. Should these criteria not be fulfilled, the vendor shall not be considered a vendor from a participating nation.

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