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RELEASABLE FOR INTERNET TRANSMISSION

**INTEGRATED AIR AND MISSILE DEFENCE  
CENTRE OF EXCELLENCE**



**IFB FINCON 22-12**

**“Telephone and internet services”**

**PART I**

**BIDDING TEMRS & INSTRUCTIONS**

*December 2022*

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NATO UNCLASSIFIED  
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The purpose of this Invitation For Bidding (IFB) is to establish a Contract with the HELLENIC TELECOMMUNICATIONS ORGANIZATION S.A. (OTE) in the context of renewal of the current telephone and internet services provided in favour of the IAMD COE for three (3) years (from 01 February 2023). The Contractor must be able to provide the services requested in full compliance with the provisions of special and technical specifications as Part III.

**2. Definitions**

As used throughout this IFB, the following terms shall have meanings as set forth below (unless otherwise indicated in the Contract):

2.1 The North Atlantic Treaty Organization (NATO) is hereafter referred to as "NATO";

2.2 "Paris Protocol" means the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, dated 28 August 1952;

2.3 "IAMD COE" or "Centre" means the Integrated Air and Missile Defence Centre of Excellence, located in Chania, Crete, Greece (TAX ID: 996722163);

2.4 "Director" means the IAMD COE's Director;

2.5 "Support BH" means the IAMD COE's Support Branch Head;

2.6 "Bidder" shall refer to the bidding person/entity that has submitted a bid (as Enclosure 1) in response to this IFB.

2.7 "Contractor" shall refer to the bidder to whom the Contract is awarded.

2.8 "FINCON" (IAMD COE "Financial Controller") and "P&C Officer" (IAMD COE "Procurement & Contracting Officer") designate the officials executing this IFB on behalf of the IAMD COE.

2.9 "Days" as used in this IFB shall, unless otherwise stated, be interpreted as meaning calendar days (weekends and holidays included).

2.10 "Information" means any data processed, stored or transmitted, regardless of form or type, including that of a scientific or technical nature, and also including but not limited to photographs, interim and final reports, manuals, threat data, experimental data, test, designs, specifications, processes, techniques, inventions, drawings, software including source code, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory or any other form and whether or not subject to copyrights, patents, or other legal protection.

**3. Eligibility**

3.1 This IFB is open to bids from the HELLENIC TELECOMMUNICATIONS

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ORGANIZATION S.A. (OTE) (TAX ID: EL094019245). The bidder must be legally authorised to operate, at the time of bidding and Contract undersigning, the kind of services required with this IFB and the Contract respectively.

3.2 The bidder shall submit under penalty of exclusion the following documents (in case there is any exemption for the bidder, the respective legal provisions should be notified):

3.2.1 Certificate or statement of the representative of the bidder that he (bidder) has not been the subject of a conviction by final judgement for the reasons referred in par. 1 of the Article 57 of the Directive 2014/24/EU (such as participation in a criminal organization, corruption, fraud, terrorist offences or offences linked to terrorist activities). This also applies where the person convicted by final judgment is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein;

3.2.2 Valid Insurance Clearance Certificate (for participation in a tender process);

3.2.3 Valid Tax Clearance Certificate (Public Sector Entities - Bodies) (for money collecting);

3.3 The bidder is not accepted for this IFB in case that he:

3.3.1 Was finally expelled from an authority of the Public Sector because they did not fulfill their contractual obligations;

3.3.2 Was excluded from tenders for their supplies;

3.3.3 Will not submit the documents depicted in above par. 3.2.

#### 4. Amendment or Cancellation of the IFB

4.1 The IAMD COE reserves the right to amend or delete one or more of the terms, conditions or provisions of the IFB prior to the date set for the bid closing. Any amendment or amendments to this IFB will be announced to the bidder by the IAMD COE.

4.2 The IAMD COE reserves the right to cancel, at any time, this IFB partially or fully. In such case no bidder shall claim for payment of any sort of expenses concerning the preparing or the submission of the bid. If this IFB is cancelled prior to the bid opening, the bids already received will be returned.

#### 5. Extension of Bid Closing Date

5.1 The IAMD COE reserves the right to amend the closing date in case no bids will have been received.

#### 6. Compliance Statement

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6.1 Bidder's proposal must be based on maximum compliance with the terms, conditions, and requirements of this IFB and any future clarifications (may be provided in writing) or/and amendments.

6.2 The bidder shall include in its proposal the compliance statement, as template depicted in Enclosure 1.

## 7. Activation Schedule

7.1 The Contractor shall execute its obligations immediately after the issuance of the respective contract award decision in such a way as to guarantee full compliance with the terms agreed.

## 8. Exemption from Taxes

8.1 In accordance with Paris Protocol and its Supplementary Agreement (Hellenic Law 2826/2000 and Reference C), goods and services are exempt from taxes, duties and similar charges. For this purpose, a tax exemption certificate will be delivered to the Contractor for the total estimated amount (ceiling) of the Contract (i.g. 12.300,00 €).

## 9. Proposal - Bid

9.1 The bidder's proposal should include the following data/details (as Enclosure 1):

9.1.1 Compliance statement for the intended Contract (in English);

9.1.2 Bidder's name, address, point(s) of contact with his/her/their phone numbers and e-mail address(es);

9.1.3 Price proposal for all the items requested. Bidder must note that no partial bidding is permitted;

9.1.4 List of any sub-Contractors that the bidder is to use in connection with the performance of the Contract. In case that no relevant list will be submitted with the bidder's proposal, it will be considered that no sub-Contractors will be used.

9.2 Bids that do not include all these contents except for par. 9.1.4 will not be considered for award. Bids that will not be submitted upon the price proposal format and according to the current instructions will not be considered for award.

## 10. Proposal Submission

10.1 The whole proposal shall be written in English and submitted to the IAMD COE electronically through either the e-tendering application "sourceONE" or email until the closing date and time. The registration in this application is free of charge and can be implemented through the website: <https://register.marketsite.gr/>. Bids that will be submitted by other means (other than the application "sourceONE" or email) will be rejected without prejudice to the following paragraph 10.2.

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10.2 Bids may be submitted by courier or hand-carried only in the case both the abovementioned application “*sourceONE*” would be out of order and submitting by email is not possible, and a related announcement by the IAMD COE will have been notified. Bids hand-carried to the IAMD COE or delivered on site by commercial courier and parcel-delivery companies shall be handed over to a representative of the IAMD COE during working days between 07:30 to 14:30 hrs except for the bidding close date when the deadline is up to the closing time. The date and the time when the bid is handed over will be recorded on the envelope or package and the delivery agent will be requested to sign the date/time endorsement, signifying his agreement as to its accuracy.

10.3 The bidder shall make any effort to ensure that his bid reaches the IAMD COE before or on the exact date and time set for the bid closing. Any bid received after this time is considered as late bid.

**11. Late Proposals**

11.1 Late bids shall be considered only before the Contract has been awarded and on condition that their failure to arrive on time is solely the result of mishandling by the IAMD COE personnel upon or after receipt.

11.2 Other late proposals cannot be considered for award. These bids will be treated as non-responsive.

**12. Bid Withdrawal**

12.1 The bidder may withdraw his bid up to the date and time specified for the bid closing, by written or facsimile notice to the IAMD COE.

**13. Bid Validity**

13.1 Bids submitted shall remain valid for a period at least of ten (10) calendar days counted from the closing date for bids defined with this IFB (i.g. by 31 January 2023).

13.2 The IAMD COE reserves the right to request an extension of validity if a decision cannot be made within this time. Bidder will be entitled to either grant or deny this extension of validity. The IAMD COE will automatically consider a denial as a withdrawal of the bid.

**14. Bid Evaluation**

14.1 The evaluation of bids and the determination as to the responsiveness and technical adequacy of the services requested shall be the responsibility of the IAMD COE and shall be based on information provided by bidders. The IAMD COE will not be responsible for searching, locating or confirming any information, which is not clearly identified and available in the bid.

14.2 Bids will be evaluated under the factor of their cost considering the funds committed based on the respective multi-year commitment of appropriations (Reference D). In case the bid received (to be awarded) is estimated that it may exceed the



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amount of committed appropriations and any supplementary commitment is not possible or is not deemed cost effective by the IAMD COE, this tender process becomes unfruitful - futile and is cancelled in order to be repeated (if required).

14.3 The price proposal shall be submitted according to the exact form of Enclosure 1 and prices must be in Euro (€).

#### 15. Award

15.1 The IAMD COE reserves the right to negotiate the final terms and conditions of the Contract before making the award, in condition that no differences create in comparison with the technical and financial terms based on this IFB.

#### 16. Clarification of Proposals

16.1 During the entire bid evaluation process, the IAMD COE reserves the right to discuss any bid with the bidder in order to clarify what is being offered and to resolve any potential areas of non-compliance.

#### 17. Communication and Contact for Clarification

17.1 Any communication related to this IFB, between the bidder and the IAMD COE shall only be through the P&C Officer (or/and the FINCON if required) via the application "*sourceONE*" or by email. Designated IAMD COE personnel will assist these officers in the administration of this IFB.

17.2 The bidder should seek clarifications as soon as possible. Any explanation, desired by the bidder regarding the meaning of this IFB, clauses, specifications etc., will be provided by the Centre's competent officer as soon as possible.

17.3 Information given to the bidder will be announced through the application "*sourceONE*" or/and by email. Oral explanations or instructions will not be binding unless confirmed in writing by the Centre's competent officer following a respective (in writing) request by bidder.

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