

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION

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



**IFB FINCON 23-10
“Microsoft 365 Business Premium
Subscriptions”**

**PART I
BIDDING TERMS & INSTRUCTIONS**

November 2023

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NATO UNCLASSIFIED
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The purpose of this Invitation For Bidding (IFB) is to establish a contract with a supplier for the purchase/renewal of Microsoft 365 Business Premium subscriptions. for the benefit of the IAMD COE. The Contractor must be able to provide the items requested in full compliance with the special provisions 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: EL996722163);

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 (individual or corporate) 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 any supplier who has its registered office in a state of the IAMD COE participating nations (Greece, Bulgaria, the Czech Republic, France, Romania and Türkiye). Bidders must be legally authorised to operate, at the time of bidding and contract undersigning, this kind of enterprise.

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3.2 Bidders shall submit under penalty of exclusion the following documents (either in Greek or in English):

3.2.1 Certificate or statement of the representative of the Contractor that it (Contractor) 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 for any legitimate use (except for the collection of money - transfer of property) (TAX ID of IAMD COE: EL996722163);

3.3 Provisions of above par. 3.2.2 and 3.2.3 shall cease to apply when the economic operator - interested bidder has fulfilled the respective obligations either by paying the taxes / employer - insurance obligations due, including, where applicable, accrued interest or fines, or by entering into a binding arrangement for their payment in so far as it complies with the terms of the respective binding arrangement. In such cases the bidder:

3.3.1 Should submit a statement declaring its status and corresponding actions taken;

3.3.2 Will be paid, in the event of an award (acting as a contractor), after submitting valid tax and employer-insurance certificates, otherwise, in case of any debt, withholding will be implemented by paying the (equal) amount entitled for the benefit of public revenues of competent public authorities (as par. 11.3 of Part II).

3.4 The following suppliers are not accepted for this IFB:

3.4.1 Those that were finally expelled from an authority of the Public Sector because they did not fulfill their contractual obligations;

3.4.2 Those that were excluded from tenders for their supplies;

3.4.3 Those that will not submit the documents of par. 3.2 as above.

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(s) to this IFB will be announced 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 closed/sealed.

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5.1 No request from any prospective bidder for extension of the bid closing date will be accepted.

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

6. Compliance Statement

6.1 Bidders' proposals 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 included in Enclosure 1.

7. Activation Schedule

7.1 The Contractor shall execute its obligations immediately after the issuance of the respective contract award in such a way as to guarantee full operational availability of the items requested in accordance with the terms of this IFB.

8. Exemption from Taxes and Duties

8.1 Goods and services provided to the IAMD COE are exempt from taxes, duties and similar charges according to the provisions of Paris Protocol and its Supplementary Agreement (Hellenic Law 2826/2000, and References C and D). For this purpose, a tax exemption certificate, and any relevant documentation required will be delivered to the Contractor to prove the exemption from taxes and duties.

9. Proposal - Bid

9.1 The bidder's proposal should include the following (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 its/their phone numbers and e-mail address(es);

9.1.3 Price proposal for all or a part of items requested;

9.1.4 List of any sub-Contractors that the bidder is to use in connection with the performance of the potential 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

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10.1 The whole proposal shall be written in English and submitted to the IAMD COE electronically through the e-tendering application “*sourceONE*” 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 will be rejected without prejudice to the following paragraph 10.2.

10.2 Bids may be submitted via e-mail or by courier or hand-carried only in the case the abovementioned application “*sourceONE*” would be out of order 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 its 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.

10.4 Bidders may submit more than one offer (for instance, 2 bids for 1 line item requested), by submitting separate bids. In this case, the bid evaluation strategy remains as par. 14.2 below (under the factor of lower cost) and the bidder should submit separate bids (separate sheets of the “Bidder’s Proposal” as Enclosure 1) despite of inputting the details only of the bid with the lower cost in the quote’s table of sourceONE platform.

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 A bidder may withdraw its 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 not earlier than 30 December 2023. In case the contract award decision is issued before bid expires, the proposed price (as respective bid) is considered fixed.

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.

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14.1 The evaluation of bids and the determination as to the responsiveness and technical adequacy of the subscriptions 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 lower cost [for the total amount to be charged for all (38) annual subscriptions requested].

14.3 For the purpose of comparison, all price proposals shall be submitted according to the exact form of Enclosure 1 and prices must be in EURO (€).

15. Award

15.1 The IAMD COE, upon its Director's decision, will award the contract to the bidder(s)/supplier(s) whose conforming proposal(s) represent(s) the most financially profitable solution(s) to the Centre, and demonstrate(s) that it/they can fully accomplish IFB requirements.

15.2 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 bidders 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 a prospective bidder and the IAMD COE shall only be through the P&C Officer (or/and the FINCON if required) via the application "*sourceONE*". Designated IAMD COE personnel will assist these officers in the administration of this IFB. There shall be no contact with other IAMD COE personnel or through other means in order to maintain all bidders on equal and competitive footing.

17.2 Bidders (or prospective bidders) should seek clarifications as soon as possible. Any explanation, desired by a bidder (or prospective 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 a prospective bidder will be announced to all bidders (through the application "*sourceONE*"), if such information is deemed necessary to bidders in submitting offers or if the lack of such information would be prejudicial to other bidders. 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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