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



**CFC FINCON 23-09**

**R&D Project**

*“Artificial Intelligence (AI) - Empowered Drone Detection  
Passive Radar using 5G signals”*



**PART I**

**BIDDING TEMRS & INSTRUCTIONS**

*November 2023*

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**PART I**

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S/N	TITLE	PAGE
1.	General .....	I-5
2.	Definitions .....	I-5
3.	Eligibility.....	I-6
4.	Amendment or Cancellation of the CFC.....	I-6
5.	Extension of Call Closing Date.....	I-7
6.	Compliance Statement .....	I-7
7.	Activation Schedule .....	I-7
8.	Exemption from Taxes.....	I-7
9.	Proposal - Bid .....	I-7
10.	Proposal Submission.....	I-8
11.	Late Proposals .....	I-8
12.	Bid Withdrawal .....	I-8
13.	Bid Validity .....	I-8
14.	Bid Evaluation .....	I-9
15.	Award .....	I-9
16.	Clarification of Proposals .....	I-9
17.	Communication and Contact for Clarification.....	I-9

NATO UNCLASSIFIED  
RELEASABLE FOR INTERNET TRANSMISSION

**PART I**

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NATO UNCLASSIFIED  
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The objective of this Call For Competition (CFC) is to secure a contract with an entity capable of delivering a Research and Development (R&D) project focused on developing an Artificial Intelligence (AI)-empowered drone detection passive radar system utilizing 5G signals. The Contractor selected for this project will be required to execute the project in strict adherence to the general provisions, terms, and conditions outlined in Part II, as well as the special provisions and technical specifications detailed in the Statement of Work (SOW), which forms Part III of this CFC.

**2. Definitions**

As used throughout this CFC, the following terms shall have meanings as set forth below (unless otherwise will be indicated in the Contract to be concluded):

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 2) in response to this CFC.

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 CFC on behalf of the IAMD COE.

2.9 "Days" as used in this CFC 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 CFC is open to bids from any supplier who has its registered office in

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a state of the IAMD COE participating nations (Greece, Bulgaria, the Czech Republic, France, Romania and Türkiye). Bidders are required to be legally authorised to engage in R&D projects, at both the time of bidding and at the moment of contract signing.

3.2 Prospective bidders may request the release of the Statement of Work (SOW), which is subject to restricted/limited distribution and constitutes Part III of this CFC, by submitting the Standardised Consent Form, as per detailed in Enclosure 1. The IAMD COE will review the credentials and backgrounds of interested suppliers to release the SOW. This review includes, but is not limited to, considerations of their range of research projects and achievements, their regional and industrial outreach, and their international presence. The IAMD COE reserves the right to deny any requests to safeguard the security interests of the Centre, its participating nations, and NATO at large.

3.3 Eligible bidders shall submit under penalty of exclusion the following documents (either in Greek or in English):

3.3.1 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;

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

3.3.3 Valid Tax Clearance Certificate for any legitimate use (except for collection of money and transfer of property) (TAX ID of IAMD COE: EL996722163);

3.4 Provisions of above par. 3.3.2 and 3.3.3 shall cease to apply when the economic operator - interested bidder has fulfilled the respective obligations either by setting due taxes / employer - insurance obligations due, including, where applicable, accrued interest or fines, or by establishing a binding arrangement for their payment, provided it adheres to the terms of said agreement. Under these circumstances, the bidder must:

3.4.1 Submit a formal statement detailing their compliance status and the specific measures undertaken;

3.4.2 In the event of being awarded the contract, provide valid tax and employer-insurance certificates prior to receiving payment. In instances where any outstanding debt exists, withholdings will be enforced by allocating the equivalent owed amount to the public revenues of the relevant authorities, as stipulated in paragraph 11.3 of Part II.

**4. Amendment or Cancellation of the CFC**

4.1 The IAMD COE reserves the right to amend or delete one or more of the

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terms, conditions or provisions of the CFC prior to the date set for the bid closing. Any amendment or amendments to this CFC will be announced to the bidder(s) by the IAMD COE.

4.2 The IAMD COE reserves the right to cancel, at any time, this CFC 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 CFC is cancelled prior to the bid opening, the bids already received will be returned closed/sealed.

**5. Extension of Call 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**

6.1 The proposal submitted by the bidder must adhere closely to the terms, conditions, and requirements specified in this Call For Competition (CFC), including any future written clarifications or amendments that may be provided.

6.2 Bidders shall incorporate a compliance statement within their proposal, following the template provided in Enclosure 2.

**7. Activation Schedule**

7.1 Upon the issuance of the contract award, the Contractor is obligated to commence fulfillment of its responsibilities immediately in such a way as to ensure full compliance with the agreed-upon terms of the contract.

**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 if needed.

**9. Proposal - Bid**

9.1 The bidder's proposal should include the following documents (as Enclosure 2):

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 number(s) 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.

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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 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 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 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 Submitted bids shall remain valid for a minimum period of ten (10) calendar days, starting from the bid closing date specified in this CFC.

13.2 The IAMD COE reserves the right to request an extension of bid validity if a decision cannot be reached within the original timeframe. Bidders have the discretion to either grant or deny this request for extension. A denial of extension will be interpreted by the IAMD COE as a withdrawal of the bid.



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14.1 The evaluation of bids, including assessing their responsiveness and technical adequacy for the requested deliverables, falls under the purview of the IAMD COE. This evaluation will be based solely on the information provided in the bids. The IAMD COE is not responsible for seeking out, finding, or verifying any information not clearly presented in the bid.

14.2 Bids will be evaluated based on their total cost for all requested projects/services (not on a per-project basis), within the constraints of the funds allocated as per the respective commitment of appropriations (Reference D). If the cost of the selected bid exceeds the committed funds, and no additional funding is available or deemed cost-effective by the IAMD COE, the tender process will be deemed unsuccessful and may be cancelled and potentially repeated.

14.3 Price proposals must be formatted according to Enclosure 2, with all prices stated in EURO (€).

**15. Award**

15.1 The IAMD COE reserves the right to negotiate the final contract terms and conditions prior to awarding the contract, provided that no significant deviations occur from the technical and financial terms outlined in this CFC.

**16. Clarification of Proposals**

16.1 Throughout the bid evaluation process, the IAMD COE reserves the right to discuss any aspect of a bid with the corresponding bidder. This is to ensure clarity in the proposal and to address any potential areas of non-compliance.

**17. Communication and Contact for Clarification**

17.1 Any communication related to this CFC, 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*". Designated IAMD COE personnel will assist these officers in the administration of this CFC.

17.2 The bidder should seek clarifications as soon as possible. Any explanation, desired by the bidder regarding the meaning of this CFC, 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*". 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.

NATO UNCLASSIFIED  
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**PART I**

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