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



IFB FINCON 24-04

**“Coffee - Lunch & Social Event
(Wining-Dining)”
(19-20 June 2024)**

PART I

BIDDING TERMS & INSTRUCTIONS

June 2024

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NATO UNCLASSIFIED
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The primary purpose of this Invitation For Bidding (IFB) is to initiate a contractual arrangement with a qualified supplier for the provision of coffee - lunch meals and wining - dining services (social event) [19-20 Jun 24] required to support activities of the Integrated Air and Missile Defence Centre of Excellence (IAMD COE). The selected Contractor must ensure full compliance with the special provisions and technical specifications outlined in Part III of this IFB.

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 term "NATO" herein refers to the North Atlantic Treaty Organisation;

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

2.3 "IAMD COE" or "Centre" signifies the Integrated Air and Missile Defence Centre of Excellence, situated in Chania, Crete, Greece, with Tax Identification Number (TAX ID): EL996722163;

2.4 "Director" refers to the IAMD COE's Director;

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

2.6 "Bidder" refers to the individual or entity submitting a bid in response to this IFB (as per Enclosure 1), and "Contractor" denotes the successful bidder to whom the contract is awarded;

2.7 "FINCON" (IAMD COE "Financial Controller") and "P&C Officer" (IAMD COE "Procurement & Contracting Officer") represent the officials executing this IFB on behalf of the IAMD COE;

2.8 "Days" unless explicitly stated otherwise, shall be interpreted as calendar days, encompassing weekends and holidays.

2.9 The term "Information" encompasses any data processed, stored, or transmitted, irrespective of form or type. This includes scientific or technical data, photographs, reports, manuals, threat data, experimental data, designs, specifications, processes, techniques, inventions, drawings, software (including source code), technical writings, sound recordings, pictorial representations, and other graphical presentations, whether or not subject to copyrights, patents, or other legal protection.

3. Eligibility

3.1 This IFB is open to bids from suppliers with their registered office in a state of the IAMD COE participating nations (Greece, Bulgaria, the Czech Republic, Fran-

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ce, Romania and Türkiye). Bidders must be legally authorised to operate as this type of enterprise at the time of bidding and contract signing.

3.2 Under penalty of exclusion, bidders are required to submit the following documents, in either Greek or English:

3.2.1 A certificate or statement of the representative of the Contractor affirming 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 organisation, corruption, fraud, terrorist offences or offences linked to terrorist activities). This requirement also applies if the convicted person is a member of the administrative, management, or supervisory body of the 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 IAMDCOE: 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 due to non-fulfillment of contractual obligations;

3.4.2 Those that were excluded from tenders for their supplies;

3.4.3 Those failing to submit the required documents specified in par. 3.2.

4. Amendment or Cancellation of the IFB

4.1 The IAMDCOE reserves the unequivocal right to amend or delete one or more terms, conditions, or provisions of this IFB before the designated bid closing date. Any such amendment(s) will be duly communicated by the IAMDCOE.

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4.2 The IAMD COE retains the authority to cancel, either partially or in its entirety, this IFB at any time. In the event of such cancellation, no bidder shall assert a claim for the reimbursement of any expenses incurred in the preparation or submission of the bid. Should this IFB be cancelled before bid opening, all received bids will be securely returned in a closed and sealed manner.

5. Extension of Bid Closing Date

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 bid closing date in case no bids have been received or/and any technical issues to the respective platform (sourceONE).

6. Compliance Statement

6.1 Bidders' proposals must demonstrate maximum compliance with the terms, conditions, and requirements specified in this IFB, including any future clarifications or amendments provided in writing.

6.2 Bidders shall include a compliance statement, following the template provided in Enclosure 1, within their proposals.

7. Activation Schedule

7.1 The Contractor is obligated to promptly execute obligations immediately upon the issuance of the respective contract award. This is to ensure the timely provision and execution of the services in accordance with the terms outlined in this IFB.

8. Exemption from Taxes

8.1 In accordance with the Paris Protocol and its Supplementary Agreement (Hellenic Law 2826/2000 and Reference C), goods and services are exempt from taxes, duties, and similar charges. The Contractor will be provided with a tax exemption certificate as proof of exemption from taxes and duties.

9. Proposal - Bid

9.1 The bidder's proposal, as outlined in Enclosure 1, should include the following documents:

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

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

9.1.3 Price proposal for all the items requested, highlighting that partial bidding is not permissible;

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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 lacking any of these contents, except for 9.1.4, will not be considered for award. Bids not adhering to the specified price proposal format and current instructions will also be disqualified.

10. Proposal Submission

10.1 The entire proposal must be written in English and submitted electronically to the IAMD COE through the e-tendering application "sourceONE" until the closing date and time. Registration in this application is free and can be completed via the website: <https://register.marketsite.gr/>. Bids submitted by other means will be rejected, subject to the conditions in the following paragraph 10.2.

10.2 Bids may be submitted via e-mail, courier, or hand-carried only if the "sourceONE" application is inaccessible, and a related announcement by the IAMD COE has been issued. Hand-carried bids to the IAMD COE or delivered by commercial courier and parcel-delivery companies shall be handed over to a designated IAMD COE representative during working days between 07:30 to 14:30 hrs, except for the bid closing date when the deadline is until the closing time. The date and time of bid submission will be recorded on the envelope or package, and the delivery agent will be required to sign the date/time endorsement, acknowledging its accuracy.

10.3 Bidders are responsible for ensuring their bids reach the IAMD COE on or before the specified date and time for the bid closing. Any bid received after this deadline will be considered as late and not eligible for consideration.

11. Late Proposals

11.1 Late bids will be considered only prior to the contract award, under the condition that their delayed arrival is solely attributed to mishandling by IAMD COE personnel upon or after receipt.

11.2 Other late proposals, not meeting the stipulated conditions in 11.1, cannot be considered for award and will be treated as non-responsive.

12. Bid Withdrawal

12.1 Bidders are permitted to withdraw their bid(s) until the specified date and time for bid closing, provided the withdrawal notice is submitted in writing or by facsimile to the IAMD COE.

13. Bid Validity

13.1 Bids submitted shall be valid for at least ten (10) days following the closing date of this IFB.

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13.2 The IAMD COE reserves the right to request an extension of bid validity if necessary. The bidder holds the entitlement to either grant or deny this extension. A denial will automatically be considered as a withdrawal of the bid.

14. Bid Evaluation

14.1 The evaluation of bids and the determination as to the responsiveness and 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 assessed based on the factor of lower cost within the allocated funds as specified in the respective commitment of appropriations (References D-E). In case of a tie (same offered price) between bidders, the Centre may decide the award based on the supplier with the best specifications of services provided (if any), otherwise the result will be determined by a draw between the tied candidates. If the total of the selected bid exceeds the committed appropriations:

14.2.1 The IAMD COE may decide to award smaller size/range of requested services but not less than 85% initially requested (i.g. min. 162 people to be served per coffee/lunch and social event);

14.2.2 Otherwise, and only in case any supplementary commitment (max. up to +15% of the initial budget - committed funds as References D-E) is not feasible or deemed cost-ineffective by the IAMD COE, the tender process will be deemed unsuccessful and will be repeated if necessary.

14.3 For comparative purposes, all price proposals must adhere to the format in Enclosure 1, and prices must be in EURO (€).

15. Award

15.1 The IAMD COE, upon the Director's decision, will award the Contract to the bidder whose compliant proposal offers the most financially advantageous solution to the Centre, demonstrating the ability to fully meet the requirements of the IFB.

15.2 The IAMD COE reserves the right to negotiate final terms and conditions before the award, provided that no discrepancies are introduced compared to the technical and financial terms based on this IFB.

16. Clarification of Proposals

16.1 During the entire bid evaluation process, the IAMD COE retains the right to engage in discussions with bidders to clarify the offerings and resolve any potential areas of non-compliance.

17. Communication and Contact for Clarification

17.1 Any official communication related to this IFB between the bidder and the IAMD COE shall occur through the FINCON (or/and the P&C Officer) via the applica-

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tion "*sourceONE*" or e-mail. Designated IAMD COE personnel will assist these officers in the administration of this IFB. There should be no contact with other IAMD COE personnel or through other means to maintain all bidders on an equal and competitive footing.

17.2 Bidders (or prospective bidders) are encouraged to seek clarifications as soon as possible. Any explanations sought by a bidder (or prospective bidder) regarding the meaning of this IFB, clauses, specifications, etc., will be promptly provided by the Centre's competent officer.

17.3 Information given to a prospective bidder will be announced to all bidders (through the application "*sourceONE*") if such information is deemed necessary for 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 the bidder.