

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION

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



**IFB FINCON 24-05
Study Report
“Counter Bio-inspired Drones”**

**PART I
BIDDING TEMRS & INSTRUCTIONS**

November 2024

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION

THIS PAGE IS INTENTIONALLY LEFT BLANK

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION

S/N	TITLE	PAGE
1.	General	I-5
2.	Definitions	I-5
3.	Eligibility.....	I-6
4.	Amendment or Cancellation of the IFB	I-6
5.	Extension of Bid Closing Date.....	I-6
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-7
11.	Late Proposals	I-8
12.	Bid Withdrawal	I-8
13.	Bid Validity	I-8
14.	Bid Evaluation	I-8
15.	Award	I-9
16.	Clarification of Proposals	I-9
17.	Communication and Contact for Clarification.....	I-9

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION

THIS PAGE IS INTENTIONALLY LEFT BLANK

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION**1. General**

The purpose of this Invitation For Bidding (IFB) is to establish a contract with an entity capable to write, deliver and publish a study report under the subject: "*Counter Bio-inspired Drones*" in favour of the IAMD COE. The Contractor must be able to provide the services will be required 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 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 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.

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION**3. Eligibility**

3.1 This IFB is open to bids from 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 are required to be legally authorised to operate, at both the time of bidding and at the moment of contract undersigning, the kind of academic services required with this IFB and the Contract respectively.

3.2 Eligible bidders shall submit under penalty of exclusion the following documents (in case there is any exemption for the bidders, 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 for any legitimate use (except for collection of money and transfer of property) (TAX ID of IAMD COE: EL996722163);

3.2.4 Valid Quality Management System Certificate for compliance with the ISO 9001 standards.

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.

3.4 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 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

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION

11.3 of Part II.

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(s) 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.

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

6.1 The proposal submitted by the bidder(s) must adhere closely to the terms, conditions, and requirements specified in this IFB, 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 1.

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 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);

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION

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 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 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.

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION

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, 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 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 contract terms and conditions prior to awarding the contract, provided that no significant deviations occur from the technical and financial terms outlined in this IFB.

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 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*". 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*". 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.