

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION

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

Souda Air Base, 73100, Chania

<https://www.iamd-coe.org>



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Date: 26 November 2024

Email: info@iamd-coe.org

SUBJECT: IAMDCOE INVITATION FOR BIDDING (IFB) No FINCON 24-06

REFERENCES:

- A. IAMDCOE Operational MOU, signed on the 8th April 2020, as Hellenic Law 4833/2021
- B. IAMDCOE Financial Administrative Procedures (FAPs), dated 04 October 2022
- C. Circular of the Hellenic Independent Authority for Public Revenue (IAPR) - E.2210/12-11-2021 (diavgeia.gov.gr No ΨΑΓ146ΜΠ3Ζ-KTI)
- D. Circular of the Hellenic Independent Authority for Public Revenue (IAPR) - E.2002/31-12-2021 (diavgeia.gov.gr No Ω0ΒΧ46ΜΠ3Ζ-EY4)
- E. NU.140/14 Oct 2024/IAMDCOE Commitment of Appropriations (diavgeia.gov.gr No Ε31Λ6-ΕΔΙ)

1. After taking into account:

1.1 The provisions of the IAMDCOE Operational MOU and Financial Administrative Procedures, as References A and B respectively;

1.2 The Circulars of the Hellenic Independent Authority for Public Revenue, as Reference C and D, concerning the duties and taxes exemption of the IAMDCOE supplies and services;

1.3 The Commitment of Appropriations, as Reference E, regarding the commitment of funds for the supplies required at the estimated total amount of eleven thousands and nine hundred euros (11.900,00€)

the Integrated Air and Missile Defence Centre of Excellence (IAMDCOE) Director

invites for bidding any interested supplier

to submit bid in accordance with the terms of the current IFB No FINCON 24-06 concerning the purchase of ten (10) desktop computers, ten (10) monitors and peripheral equipment/items that should support office activities for the benefit of the IAMDCOE.

2. General information about the bid is as follows:

2.1 Main requirement: purchase of ten (10) desktop computers and (10) monitors.

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2.2 Opening date for bids: **27 November 24**, from the time of the publication of this invitation at the Central Electronic Public Procurement Registry (KIMDIS).

2.3 Closing date and time for bids: **05 December 24 (12:00 hrs)**.

3. Any interested supplier who is in compliance with the provisions of the current invitation (as Parts I, II and III) is kindly requested to respond, submitting his offer in accordance with the respective template as Enclosure 1.

4. Any bid shall be submitted electronically through the e-tendering application "sourceONE" in the electronic request with code number **fnc-iamd-186381** until the above deadline (closing date and time). The registration in this application is free of charge for all the prospective bidders and can be implemented through the website: <https://register.marketsite.gr/>.

5. Points of Contact (POC) are: LT-COL (OF-4) Theodoros ALANELIS, IAMD COE Financial Controller, e-mail: fincon@iamd-coe.org, tel.: 2821440712 and 1ST LT (OF-1) Pavlos BOURNAZOS Procurement & Contracting Officer, e-mail: procurement@iamd-coe.org, tel.: 2821440736.

FOR THE IAMD COE



B. GEN (OF-6) Nikolaos MAKRYGIANNIS GRC (AF)
Director

PARTS:

- I. Bidding Terms & Instructions
- II. General Provisions - Terms & Conditions
- III. Special Provisions & Technical Specifications (Statement of Work)

ENCLOSURES:

1. Template for Bidding

DISTRIBUTION:

External:

Action:

Any Interested Supplier

Internal:

Action:

FINCON

P&C Officer

Information:

DIR

DDIR

COS

FN SUPPORT BH

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**INTEGRATED AIR AND MISSILE DEFENCE
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IFB FINCON 24-06

**“Supply of Computers, Monitors
and Peripherals”**

PART I

BIDDING TERMS & INSTRUCTIONS

November 2024

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1. General

The purpose of this Invitation For Bidding (IFB) is to establish a contract with a supplier for the supply of ten (10) desktop computers and ten (10) monitors and peripherals that should support office activities for the benefit of the IAMD COE. The Contractor must be able to provide the item 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: 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 his/her registered office in a state of the IAMD COE participating nations (Greece, France, Bulgaria, the Czech Republic, France, Romania and Türkiye). Bidders must be legally authorised

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to operate, at the time of bidding and contract undersigning, this kind of enterprise.

3.2 Bidders shall submit under penalty of exclusion the following documents (either in Greek or 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 collection of money and transfer of property) (TAX ID of IAMC 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 s/he complies with the terms of the respective binding arrangement. In such cases the bidder:

3.3.1 Should submit a statement declaring his/her 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/services;

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 IAMC 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 IAMC COE.

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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 preparation 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 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 his/her 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 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.

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9.2 Bids that do not include all 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 IAMD COE will have been notified. Bids hand-carried to 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 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 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.

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13.1 Bids submitted shall remain valid for a period at least of ten (10) calendar days counted from the bid closing date set forth in this IFB. In case the contract award decision is issued before bid will expire, 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.

14. Bid Evaluation

14.1 The evaluation of bids and the determination as to the responsiveness and technical adequacy of the items requested shall be responsibility of 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 within the funds committed with the respective commitment of appropriations (Reference E). In case of a tie (same offered price) between bidders, the Centre may decide the award to the supplier with the best specifications or services provided (if any e.g. warranty time). The IAMD COE may decide to award individual items (per category/line item) other suppliers than the bidders to this IFB in case more cost-effective (better prices) can be achieved, following market research based on open-catalogue vendor prices. In the event that the selected bid(s) (to be awarded) exceed(s) in total the amount of committed appropriations:

14.2.1 The IAMD COE may decide to award smaller number of re-requested items but not less than 90% initially requested;

14.2.2 Otherwise in case 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 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 represents 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.

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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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**INTEGRATED AIR AND MISSILE DEFENCE
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IFB FINCON 24-06

**“Supply of Computers, Monitors
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PART II

GENERAL PROVISIONS - TERMS & CONDITIONS

November 2024

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1. Preamble

1.1 The supplies which are requested in accordance with the current IFB may not require all clauses of the IAMD COE General Provisions. However, all clauses have been incorporated and are valid, unless explicitly declared not applicable, to face any possible scenario that may arise during the execution of the Contract following this IFB.

2. Applicable Law

2.1 This IFB is governed, interpreted and construed according to the provisions of the IAMD COE Financial Administrative Procedures in conjunction with Hellenic law No 4412/2016 for any other provisions not set herein (with this IFB).

3. Security

3.1 The Contractor shall comply with all security requirements prescribed by the IAMD COE.

3.2 The Contractor shall be responsible for the safeguarding of NATO or/and IAMD COE classified and unclassified information, entrusted to it or generated by it in connection with the performance of the contract.

4. Inspection

4.1 In case of defective item or otherwise not in conformity with the requirements of the contract, the IAMD COE has the right: a. to reject it; b. to request its correction; c. to accept it against reduction in price which is equitable under the circumstances.

4.2 If any inspection or test is made by IAMD COE, the Contractor without additional charge shall provide all reasonable assistance to IAMD COE representative.

4.3 The inspection and test of the services by IAMD COE does not relieve the Contractor from any responsibility regarding the fulfilment of the contract requirements.

5. IAMD COE provided Space/Facilities

5.1 The IAMD COE will provide the necessary permission to allow the Contractor's personnel/employees to perform any services required to deliver the requested item at the IAMD COE premises (e.g. car delivery, if required).

6. Notice of Deliveries

6.1 For any delivery, the Contractor should inform the Support BH at least two (2) days before. The contractor also should be in collaboration with the Support BH for the delivery of the supplies requested within the deadlines set.

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7.1 The Contractor warrants that the prices set forth in the Contract are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing the equipment covered by Contract under similar conditions. In the event that prior to deliver the equipment the Contractor offers any of such items in substantially similar qualities to any customer at prices lower than those set forth herein, the Contractor shall so notify the IAMD COE and the prices of such services shall be correspondingly reduced.

8. Prices

8.1 All prices and allowances offered by the Contractor, are firm and fixed for the duration of the Contract.

8.2 In case of a different pricing policy of the Contractor that may affect the Contract, this will be concluded pursuant to below par. 28 hereof and, a new Contract award procedure (after a new bidding procedure) may take place at the discretion of the Centre.

9. Taxes and Customs Charges

9.1 The Contractor assumes responsibility for and agrees to pay any and all taxes and/or duties that normally be levied or imposed by Greece.

9.2 The deliveries and purchases into the European Union and the rendering of the services for official use which have IAMD COE as consignee, such as the services provided by the Contractor herein, are exempt from Value Added Taxes (VAT), taking into account the status of the Centre under the Paris Protocol and the respective Greek legislation (Hellenic Law 2826, dated on 16 March 2000).

10. Invoicing and Invoices

10.1 The supplies satisfactorily delivered under the terms of the Contract shall be invoiced by the Contractor after their satisfactory completion (as below par. 11.4).

10.2 Invoices shall be prepared, submitted and shall contain:

10.2.1 The name and the full information of the company (Contractor) issuing them;

10.2.2 Unit prices (per item provided distinctly);

10.2.3 The respective extended totals.

10.3 All hardcopy invoices shall be addressed to the IAMD COE. Electronic invoices, including cases of invoices which are printed, scanned and sent to the IAMD COE by electronic means (for example via e-mail), should be submitted according to relevant provisions. Invoices as .pdf documents should be submitted to FINCON after consultation and relevant indication by him (guidance to upload invoices through application "sourceONE", etc.), as required. Hardcopies must not be

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sent in parallel with electronic invoices.

11. Payments - Delivery & Acceptance

11.1 The term payment is used for supplies/services ordered by the IAMD COE and described in the respective Contract. No payment shall be made with respect to supplies/services which are not purchased / rendered under the Contract.

11.2 Supplies/services rendered by the Contractor to the IAMD COE personnel regarding needs which are not described herein will be paid by themselves. The IAMD COE assumes no responsibility for the payment of such supplies/services.

11.3 Payments for supplies/services made/provided by the Contractor under the terms of the Contract shall be made in Euro within five (5) calendar days after the date of the receipt of properly supported and acceptable respective invoices submitted upon completion of delivery, inspection and acceptance (as par. 11.4) of the supplies/services covered herein, together with the following documents (in case there is any exemption for the Contractor, the respective legal provisions should be notified):

11.3.1 Valid Insurance Clearance Certificate (for money collecting);

11.3.2 Valid Tax Clearance Certificate (Public Sector Entities - Bodies) (for money collecting).

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.

11.4 Deliverables shall be submitted to a competent Committee of the IAMD COE, which will accept or reject them within a period of ten (10) days. Acceptance of the deliverables will be made through the issue of a certificate of acceptance by the aforementioned Committee. In case of rejection of the deliverables, this Committee will call a meeting with the Contractor and submit him a written list of deficiencies. The Contractor will have ten (10) working days to rectify them.

11.5 The IAMD COE will pay the net invoice amount and support the charges of its bank. All other charges will be for the Contractor.

11.6 Payments will be made by electronic bank transfer to the bank account number (IBAN) specified by the Contractor. For this reason, a documented confirmation of the bank account details shall be provided by the Contractor to the FINCON.

12. Service Warranty

12.1 Notwithstanding inspection and acceptance by the IAMD COE of supplies/services furnished under the Contract, the Contractor warrants that all the supplies/services will be promptly delivered.

12.2 In a case of circumstances affecting the Contractor's obligations (e.g. last minute emergency illness) or/and force majeure, the Contractor shall promptly be in

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contact with the IAMD COE in order to find the most efficient and effective option for the delivery of the supplies/services required to be provided and take all reasonable steps to mitigate or recover any delay in accordance with the Contract.

13. Contractor Notice Regarding Late Delivery

13.1 In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the Contract delivery schedule or date, or the time limits specified for any delivery, he shall immediately notify the FINCON in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the IAMD COE of any delivery schedule or date, or of any rights or remedies provided by law or under the Contract.

14. Liquidated Damages - Force Majeure

14.1 If the Contractor fails to deliver within the time specified in the award decision, he may pay the IAMD COE (after a documented decision of the Director) liquidated damages at the rate of five (5) % of the total price of the respective supply based on the provisions and considering any exemptions according to the Articles 206 and 207 of Hellenic Law No 4412/2016.

14.2 Without prejudice to the final decision regarding the liquidated damages, the IAMD COE shall be entitled to deduct imposed liquidated damages when paying invoices, even in the event that claims deriving from submitted invoices have been assigned or otherwise transferred to third parties. The total of the deductions made by the IAMD COE pursuant to this clause will be considered as full and final satisfaction of all claims received out of late delivery of any service.

14.3 During a period of one year after delivery and acceptance of the equipment purchased - services performed, the IAMD COE shall have the right to claim liquidated damages even if such right is not reserved at the time when delivery is accepted.

14.4 The liquidated damages will not apply if the Contractor's failure to perform is due to causes beyond his control and without his fault or negligence. Such causes may include but are not limited to: acts of God or of the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics& pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and failure of subcontractors to perform due to such causes. If the Contractor is responsible for obtaining necessary export licenses / permits / forms, he has to ensure that such requests are made in a timely manner so as to not delay shipment. Failure to do so will not be considered Force Majeure.

14.5 The Contractor shall inform the IAMD COE for such events within fifteen (15) days from its occurrence and within fifteen (15) days from its ending. In addition, the Contractor is obliged to make every reasonable effort in order to avoid, remove or rectify, if possible, such cases of delay and in any case to proceed to the fulfilment at his obligations when such events continue to exist. In such cases, a corresponding extension will be granted by the IAMD COE.

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14.6 The foregoing provisions of this part apply only to delinquencies in deliveries and do not prejudice IAMD COE's rights under the provisions of the clause entitled "Default", as below par. 28.

15. Quality Assurance

15.1 The Contractor is responsible for maintaining effective control of the quality of the services and products.

16. Indemnity and Insurance

16.1 The Contractor shall indemnify and keep indemnified the IAMD COE, against cases of injury (including death) to any persons or loss of or damage to any property which may arise out of the act, default or negligence of the Contractor, a Sub-Contractor, their employees or agents in consequence of the Contractor's obligations under the Contract and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor agrees that he has complete freedom of choice of means and capabilities to comply with the obligations of the Contract.

16.2 Without thereby limiting his responsibilities in par. 16.1 above, the Contractor may take insurance (at his/her discretion) with an insurance company against all loss of and damage to property and injury to persons (including death) arising out of or in consequence of his/her obligations under the Contract and against all actions, claims, demands, costs and expenses in respect thereof. The IAMD COE will not assume any responsibility for the foregoing insurance and its corresponding payments.

17. Safety Prevention

17.1 The Contractor is responsible for and must strictly comply with the safety and environmental provisions in accordance with the applicable law.

18. Confidentiality

18.1 The Contractor shall keep confidential any information obtained under or in connection with the Contract and shall not divulge the same to any third party without the consent in writing of the IAMD COE.

18.2 The Contractor shall divulge confidential information only to those employees who are directly involved in the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.

18.3 The Contractor shall ensure that his/her sub-Contractors are bound by the requirements of this paragraph.

18.4 The provisions of this paragraph shall remain in force after the completion of this Contract, notwithstanding any termination thereof.

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19. Materials, Equipment and Data supplied/provided by the IAMD COE

19.1 All material, equipment, information or other relevant data, wherein the term data means all recorded information, regardless of form or media, and includes technical data and software, and wherein software means any computer program, computer database, and software associated documentation supplied/provided by the IAMD COE for use in the Contract shall be kept by the Contractor strictly for the use of this Contract and shall not be reallocated to any other work whatsoever without the prior consent in writing of the IAMD COE.

19.2 All foregoing material, equipment, information or data so supplied/provided shall remain the property of the IAMD COE and the Contractor shall at all times and places until its return to the Centre, keep and maintain such material and equipment under proper conditions and with all due and reasonable care subject in the case of equipment to fair wear and tear.

19.3 The Contractor shall be liable for all loss or damage however caused to such material, equipment or data throughout the whole of the period during which they are in his custody.

20. Sub-contractors

20.1 For the purpose of this clause, sub-contracts mean orders to sub-contractors for the supplies/services required in the performance of this Contract.

20.2 The Contractor is solely responsible for the performance of the Contract. Consent or approval by the IAMD COE of any sub-contract or any provisions thereof shall not be construed to be a determination of the acceptability of any sub-Contract price or of any amount paid under any sub-Contract or to relieve the Contractor of any responsibility for performing the Contract in accordance with its terms and conditions, unless such approval or consent specifically provides otherwise.

20.3 The Contractor shall not enter into any sub-contract with firms located outside NATO nations or having their legal residence outside NATO nations. Only in exceptional cases would the IAMD COE consider such approval.

20.4 Any sub-contractor shall flow down the relevant requirements of this Contract i.e. those for which the Contractor has an obligation towards the IAMD COE.

20.5 Par. 20.2 and 20.3 above are critical elements in the performance under this Contract and therefore, non-compliance with these may result in the Contract being terminated under the terms of par. 28 entitled "Default".

21. Authorisation to Perform

The Contractor shall warrant that:

21.1 It and its (occasional or not) sub-contractors have been duly authorised to operate and do business in the country or countries in which this Contract is to be performed;

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21.2 It and its (occasional or not) sub-contractors have obtained all necessary licenses and permissions required in connection with the Contract;

21.3 It and its (occasional or not) sub-contractors will fully comply with all the laws, decrees, labour standards and regulations of such country or countries during the performance of the Contract;

21.4 No claim for additional credits with respect to any authorisations to perform will be made upon IAMD COE.

22. Intellectual Property Rights, Royalties and Licence Rights

22.1 The Contractor guarantees that s/he is in possession of all the necessary intellectual property rights in force in the countries where the supplies/services will be performed under this Contract and in other countries where the intellectual property rights may be in force. The Contractor possesses any licenses necessary for the performance of this Contract and made any other arrangements required to protect the IAMD COE from any liability for intellectual property rights infringement in aforementioned countries. The Contractor will at his/her expense hold the IAMD COE harmless and fully indemnify it against all damages, costs, charges, expenses and the like arising from or incurred by any reason of any infringement or alleged infringement of intellectual property rights in consequence of the provision of the service and / or materiel.

22.2 The Contractor confirms that no payments of royalties or fees for intellectual property rights will be claimed by any third party for the services performed and / or materiel provided under this Contract. In the event that such fees are claimed, the Contractor will bear any and all responsibility.

23. Transition of Supplies/Services

Before the expiration or termination of the Contract, the Contractor shall, at no cost to the IAMD COE:

23.1 Ensure an uninterrupted continuation of the contracted supplies/services after said expiration or termination by enabling the IAMD COE, or an IAMD COE appointed contractor, to perform these services;

23.2 If the Contractor has subcontracted any part of the supplies/services he shall equally ensure such transfer from his sub-contractor(s).

24. Notification of Changes

24.1 If at any time during the performance of this Contract, the Contractor considers that he has been directed to change or deviate from, in any way, the terms and conditions and/or the scope of this Contract, he shall notify the FINCON immediately. This notification shall as a minimum contain a cost breakdown of the additional costs to be incurred by the Contractor, if he would implement the change/deviation and the related impacts on the schedule. This information must be provided to such level of detail to allow the FINCON to provide a comprehensive response within fourteen (14) days after receipt of the notification from the

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Contractor.

24.2 Following the submission of this notification, the Contractor shall diligently continue performance of the Contract to the maximum extent possible in accordance with its terms and conditions as originally agreed.

24.3 The IAMD COE shall not bear any responsibility for supplies/services provided/performed by the Contractor outside the Contract scope and shall not also compensate the Contractor in either time or money for such services not specifically authorized or requested by the IAMD COE in writing and subsequently included in the Contract through a supplemental agreement.

24.4 Consequently, the Contractor cannot claim additional money and/or time for services performed during the performance of the Contract which has not been identified as part of its scope.

25. Publicity and Public Relations

25.1 The Contractor shall not make any press release or public statement concerning this Contract without the prior written approval of the Support BH.

25.2 The Contractor shall not use the name or the emblem of the IAMD COE or any abbreviation of the name of the Centre in connection with its business or otherwise, unless prior authorised in writing by the Support BH.

26. Assignment of Claim

26.1 The Contractor will make no assignment of claim against IAMD COE without prior written information to FINCON and proper benevolent negotiation.

27. Termination for Convenience of the IAMD COE

27.1 With a Director's decision, the IAMD COE may terminate the performance of work under the Contract in accordance with this clause in whole, or in part, whenever it is determined that such termination is in the best interest of the Centre. Any such termination shall be effected by delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

27.2 After receipt of a Notice of Termination, the Contractor shall:

27.2.1 Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

27.2.2 Place no further orders for supplies, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

27.2.3 Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination;

27.2.4 Settle all liabilities and all claims arising out of such termination of

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orders, with the approval or ratification of the FINCON, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

27.2.5 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

27.3 After receipt of a Notice of Termination, the Contractor shall submit to the FINCON his termination claim, in the form and with certification prescribed by the last one mentioned (FINCON). Such claim shall be submitted promptly but in no event later than three months from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the FINCON may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay the Contractor the amount so determined.

28. Default

28.1 The IAMD COE may terminate, by written notice of default to the Contractor, the whole or any part of this Contract if the Contractor fails to perform the provisions specified in the Contract.

29. Order of Precedence

29.1 In the event of any inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

29.1.1 The Special Provisions and Technical Specifications (Statement of Work) (Part III);

29.1.2 The General Provisions - Terms & Conditions (Part II);

29.1.3 The relevant legislation and customary practices.

29.2 The bid offered by the Contractor will be considered as an integral part of the Contract and will be also taken into account, after the provisions of the Technical Specifications and the General Provisions - Terms & Conditions, in any case of inconsistency.

30. Inconsistency between English Version and Translation of Contract

In the event of inconsistency between any terms of the Contract and any translation thereof into another language, the English language meaning shall prevail.

31. Authority

31.1 Any modifications, including changes, additions or deletions under the Contract shall not be binding unless issued in writing by both the Director and the Contractor.

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31.2 Any instructions - clarifications regarding the Contract shall not be binding unless issued in writing by FINCON.

32. Settlement of Disputes

32.1 Any dispute regarding the interpretation, application, or implementation of this Contract, will be amicably settled, in principle, by consultation among the FINCON and the Contractor, based on good faith, reasonableness and the principle of fair dealing in contractual transactions. If this is not possible, the unsolved dispute shall be settled by arbitration. The party instituting the arbitration proceedings shall advise the other party by a registered letter, with official notice of delivery, of his desire to have recourse to arbitration. Within a period of thirty (30) days from the date of receipt of this letter, the parties shall jointly appoint an arbitrator.

32.2 In case of failure to come to a settlement of the dispute, this will be settled in the competent judicial Greek authorities of Chania (Crete), unless otherwise specified in the Contract.

33. Integrity / No Bribe

33.1 The IAMD COE draws the Contractor's attention to the fact that it is strictly forbidden to offer gifts or other advantages to the Centre staff members. This also includes any so-called end-of-year gifts which cannot be considered to be advertising presents.

33.2 If the Centre establishes that this ban has been disregarded, may terminate this Contract at no cost to the IAMD COE and the Contractor's firm may be removed from the Centre's source file in accordance with the relevant law.

34. Contract Effective Date

34.1 The effective date of the Contract will be the date of the last signature between the IAMD COE and the Contractor.

35. Validity of the Contract

35.1 The Contract shall be effective for the period commencing with its effective date and up to the delivery of the item requested or the termination of the Contract in accordance with the provisions of this Part.

36. Amendments

36.1 All amendments to the Contract shall be in writing in the form of supplementary agreements and signed by both the Parties to the Contract.

37. Contract Administration and Communications

37.1 All notices and communications between the Contractor and the IAMD COE regarding the provisions of the Contract shall be written in English.

37.2 All document correspondence pertaining to Contract administration shall

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be sent to the following address: Integrated Air and Missile Defence Centre of Excellence (IAMD COE), Souda Air Base, Chania 73100, Crete, Greece.

37.3 Any communication will be made through the application “*sourceONE*” based on the instructions provided by the IAMD COE.

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



IFB FINCON 24-06

**“Supply of Computers, Monitors
and Peripherals”**

**PART III
SPECIAL PROVISIONS & TECHNICAL SPECIFICATIONS
(STATEMENT OF WORK)**

November 2024

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NATO UNCLASSIFIED
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NATO UNCLASSIFIED
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1.1 The current Statement of Work (SOW) covers the special provisions and technical specifications that shall be covered by the Contractor for the item and relevant deliverables requested.

2. General Requirements

2.1 The brand and type of the requested computer is recommended to be "Dell Vostro 3020 MT Desktop PC or other with the (minimum) technical specifications set below.

2.2 The brand and type of the requested Fiber Optic Network Card is recommended to be "Intel X540-T2 Bulk Fiber Optic Network Card or other with the (minimum) technical specifications set below.

2.3 The brand and type of the requested Monitor is recommended to be "Dell P2222H 21,5" " or other with the (minimum) technical specifications set below.

2.4 All items/equipment shall be brand new and fully functional.

3. Technical Specifications - Description of Deliverables

3.1. Desktop computers and monitors:

3.1.1 Requested quantity: ten (10) Desktop Computers [with Operating System (OS) Windows 11], installed the Fiber Optic Network Cards, mice, keyboards included and ten (10) monitors.

3.1.1.1 Processor Intel Core i7.

3.1.1.2 Hard Disk: 512 GB SSD

3.1.1.3 Ram 8GB DDR4

3.1.1.4 Graphics card Integrated

3.1.1.5 IPS Monitor 20" FHD 1920x1080 GTG

3.1.1.6 Keyboard and Mouse

3.1.1.7 Windows 11 pro

3.1.1.8 Sound Card Integrated

3.1.1.9 SD Card Reader

3.1.1.10 USB Ports (3.2 and 2.0)

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3.1.1.11 Ethernet 10/100/1000 Lan Card

3.1.1.12 Fiber Optic Network Card Gigabit (10Gbps) PCI-e

4. **Warranty**

4.1 The items/equipment requested shall have the following (minimum) warranty from the date of the purchase, for operating conditions and use based on the official instructions of the manufacturer:

4.1.1 Desktop computers: Five (5) years;

4.1.2 Monitors: Three (3) years.

5. **Delivery - Shipping costs**

5.1 Under the Contractor's responsibility, the requested items shall be delivered at the IAMD COE premises (Greece, Chania, Akrotiri, Souda Air Base, 73100 - Camp 115 Combat Wing) without any additional charges for the Centre. Any delivery – shipping charges should be incorporated in the price proposal and shall be covered by the Contractor.

6. **Delivery Time - Deadline**

6.1 The requested items shall be delivered by 17 December 2024.

6.2 If the Contractor fails to deliver the requested items within the time specified above, he may pay the IAMD COE (after a documented decision of the Director) liquidated damages of the respective supply based on the provisions and considering any exemptions according to the Articles 206 and 207 of Hellenic Law No 4412/2016, and par. 14 of Part II of this IFB.

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COMPLIANCE STATEMENT

It is hereby stated that we have read and understand all documentation issued as part of the IFB FINCON 24-06 (NU.1018/26 November 2024/IAMD COE). Our proposal submitted in response to the referred solicitation is fully compliant with the provisions of the IFB and the intended contract.

BIDDER'S PROPOSAL

S/N	ITEM	QUANTITY	PRICE PER ITEM (without VAT)	TOTAL PRICE (without VAT)
1	Desktop computers (as requirements of Part III of the IFB- specifications as par. 3.1)	10		
2	Fiber Optic Network Card Gigabit (as requirements of Part III of the IFB- specifications as par. 3.1)	10		
3	Monitors (as requirements of Part III of the IFB- specifications as par. 3.1)	10		
GRAND TOTAL				

Date :

Signatory's Name :

Signatory's Title :

Company :

Address :

Point Of Contact (POC) :

POC tel. - e-mail :

Notes : [list of any sub-contractors, enclosures of bid, offer
validity (at least by 16 December 2024), any other details, etc.]

Signature :