# TEAMFORADRIS – Invitation to Tender

| | |
|---|---|
| **Document Type** | Technical Note |
| **Date** | 11/07/2025 |
| **Version** | 1.0 |
| **Reference** | WINGS Technical Template.docx |
| **Classification** | Public |

**Confidentiality statement**

The information contained in this document is confidential and proprietary to WINGS ICT Solutions S.A.. WINGS distributes this document with the understanding that it will be held in Strict Confidence and will not be disclosed, duplicated or used, in whole or in part.

**Document information**

| | |
|---|---|
| **Prepared Dept. Name** | WINGS ICT Solutions R&D |
| **Issue Date** | 11/07/2025 |
| **Document version** | 1.0 |
| **Document Type** | Technical Note |
| **Document Title** | |
| **File / Reference** | WINGS Technical Template.docx |
| **Classification** | **Public** |

**Contributors**

| **Name** | **E-mail** |
|---|---|
| GEORGIOS MANASSAKIS | gmanassakis@wings-ict-solutions.eu |
| EVANGELIA LAMPRAKOPOULOU | elabrakopoulou@wings-ict-solutions.eu |
| PANAGIOTIS VLACHEAS | panvlah@wings-ict-solutions.eu |
| | |
| | |
| | |
| | |
| | |

# 1. CONTRACTING AUTHORITY & OBJECT OF THE CONTRACT

## 1.1 Contracting Authority Details

### 1.1.1 Name and Legal Status

**WINGS ICT SOLUTIONS S.A.**

WINGS ICT SOLUTIONS S.A. is a Greek-registered medium-sized enterprise (SME) specializing in the design and deployment of integrated information systems for environmental monitoring, Big Data analytics, and decision support. Established in 2008, WINGS employs 75 staff across software development, data science, and marine engineering, and holds ISO 9001:2015 and ISO 14001:2015 certifications.

### 1.1.2 Registered Address and Contact

Head Office:

- 189 Andrea Syggrou Avenue
- 17121 Nea Smyrni, Athens, Greece
- Postal Address for Hard-Copy Tenders:
- As above, Attn: Tender Committee – TEAMFORADRIS
- Office Hours: 09:00–17:00 (GMT+2), Monday through Friday

### 1.1.3 Company Identifiers

- VAT Number: EL 800419255
- G.E.MI. (General Commercial Registry) No.: 123456789
- PIC (Participant Identification Code): 952269953

### 1.1.4 Key Contacts

**Tender Enquiries & Clarifications:**

Mr Georgios Manassakis, Project Manager

Email: gmanassakis@wings-ict-solutions.eu

Tel: +30 210 123 4567

**Technical Questions (Sensors & Platform):**

Dr Vlacheas Panagiotis, Senior Systems Engineer

Email: panvlah@wings-ict-solutions.eu

Tel: +30 694 158 6966

Bidders may approach the above contacts for any procedural or technical clarifications. All written enquiries will be recorded, time-stamped, and shared verbatim (with the bidder's identity anonymized) in an addendum published on WINGS website. Phone conversations are for initial guidance only; no binding information will be provided unless confirmed in writing.

## 1.2 Procedure & Financing

### 1.2.1 Procurement Procedure

Type: Simplified open tender ("Πρόχειρος Διαγωνισμός") under Article 27 of Greek Law 4412/2016.

Threshold: Applicable for supply contracts whose estimated value (excl. VAT) is between €30 000 and €60 000.

This streamlined procedure reduces administrative burdens (e.g. no prior publication in the Official Journal of the EU) while ensuring competition and transparency. All relevant timelines and steps (publication, submission, evaluation, award) are defined in Sections 1.5, 3, and 11.

### 1.2.2 Co-financing Structure

Under the Interreg IPA ADRION grant agreement, WINGS is required to co-finance 15 % of project costs. All payments must be supported by original invoices and proof of delivery/installation. The Managing Authority may audit both financial and technical compliance at any time until the final project report is accepted.

### 1.2.3 Estimated Total Budget

Gross Amount: EUR 40.700 (incl. all applicable taxes, duties, shipping, insurance, and installation).

Net Amount: EUR 32.822,58 (excl. 24 % VAT).

Bidders must include all direct and indirect costs in their financial offers. Any costs outside the €40 700 cap (e.g. expedited shipping, customs clearance, extended warranty beyond the 24-month minimum) will be borne by the bidder and render the offer non-compliant if not declared upfront.

## 1.3 Brief Description of the Physical & Financial Scope

### 1.3.1 Physical Scope of Supplies

- **Multi-parameter Water-Quality Sensors (3 units)**
- **Auxiliary Sensor Probes (18 units)**
- **Portable dissolved oxygen meters (4 units)**

### 1.3.2 Financial Scope of the Contract

All deliverables, including accessories (mounts, cables, chargers), warranty services, and user-training (if requested), must be provided under the contracted price. No separate charges for standard configuration, delivery, or warranty support are permitted.

Bidders must demonstrate, via datasheets and certificates, that their proposed equipment meets or exceeds the above minimum parameters. Partial compliance or “options” requiring additional fees will be grounds for rejection. Complete turnkey delivery—ready-to-deploy—is required.

## 1.4 Legal Framework

### 1.4.1 National Legislation

- Law 4412/2016 “Modernization of procurement law”—Part B on Supplies, Chapter H (simplified procedures), Articles 27–31.
- Law 2690/1999 “Administrative Procedure Code” (as amended) with respect to procurement dispute resolution.

## 1.4.2 European Directives

- Directive 2014/24/EU, Articles 42 (Technical Specifications), 75 (Tender Documentation), and 95 (Award Criteria & MEAT).
- Regulation 1303/2013 “Common Provisions Regulation” for European Structural and Investment Funds.
- 1.4.3 Interreg IPA ADRION Rules
- Interreg IPA ADRION Implementation Manual (Latest version, Section 4.3), requiring full compliance with EU and national procurement law and specific visibility measures (logos, disclaimers).

This procurement must strictly adhere to the above frameworks. Failure to comply—such as omitting "or equivalent" in technical specs or awarding to a non-compliant bidder—risks financial correction by the Managing Authority and potential clawback of EU funds.

## 1.5 Deadline for Submission of Tenders

### 1.5.1 Closing Date & Time

Date: 29 July 2025

Time: 17:00 (local time, Athens; UTC+2)

### 1.5.2 Submission Methods

**Electronic Submission:**

- Format: Single PDF file, maximum 20 MB.
- Email To: gmanassakis@wings-ict-solutions.eu
- Subject Line: "TEAMFORADRIS Tender – [Company Name]"
- Digital signatures (qualified e-signature or scanned signed forms) are required.

**Hard-Copy Submission:**

Three (3) printed sets (1 original marked "Original," 2 copies marked "Copy").Each set to include:

- Volume I: Administrative Documentation (signed Declaration of Honour, legal certificates)
- Volume II: Technical Offer (detailed compliance matrix)
- Volume III: Financial Offer (completed Annex III tables)

**Delivery Address:**

WINGS ICT SOLUTIONS S.A.

Attn: Tender Committee – TEAMFORADRIS

189 Andrea Syngrou Avenue

17121 Nea Smyrni, Athens, Greece

Envelopes must be sealed and bear the text "Tender for TEAMFORADRIS Water Quality Equipment – Do Not Open."Any submission received after the closing date/time, or lacking required signatures or documents, will be deemed non-compliant and excluded from evaluation.

## 1.6 Publicity

### 1.6.1 Official Publication

- WINGS Website (www.wings-ict-solutions.eu > Procurement Notices): PDF version of this Invitation to Tender.

### 1.6.2 Addenda & Clarifications

All questions from bidders must be submitted by 18 July 2025. Answers, along with any amendments to the tender, will be published by 21 July 2025 on WINGS platforms and emailed to all registered tenderers. No other channels (e.g. telephone) will be used for official updates.

This publication ensures maximum visibility and equal access. Bidders are responsible for monitoring these sources for clarifications and changes.

## 1.7 Principles Applied to the Procurement Procedure

### 1.7.1 Transparency

All criteria, timelines and processes are stated in this document. No side-agreements or undisclosed changes are permitted.

#### 1.7.2 Equal Treatment

Identical information and scoring approaches for all bidders. Anonymized Q&A so no bidder gains an unfair advantage.

#### 1.7.3 Non-Discrimination

No restrictions based on bidder nationality, corporate form, or affiliate status.

#### 1.7.4 Competition & Proportionality

Requirements are strictly limited to what is necessary for the project. Technical specifications are function-based to avoid undue barriers.

#### 1.7.5 Mutual Recognition

Certificates and standards recognized across EU Member States are accepted; no additional national attestations will be required if equivalent EU certificates exist.

# 2. GENERAL & SPECIAL TERMS OF PARTICIPATION

## 2.1 General Information

### 2.1.1 Contract Documents

The contract documents governing this procedure consist of the following:

- The present Invitation to Tender and its Annexes I–VI
- Clarifications or Amendments issued during the tender period
- The Successful Bidder's Offer, as accepted by the Contracting Authority
- The Signed Contract Agreement

The contract documents are binding in descending order of precedence. In the event of conflicting clauses between the invitation and the contractor's offer, the wording of the invitation and clarifications shall prevail. All documents must be read in conjunction, as they form a unified legal framework governing contract performance.

### 2.1.2 Communication – Access to Documents

All communications related to the procedure shall be conducted:

- In English,
- Exclusively in writing,
- Sent to the official email address: gmanassakis@wings-ict-solutions.eu
- Reference number or title: "TEAMFORADRIS Equipment Procurement"

To ensure full traceability and transparency, no oral communications will be considered binding. Any question, clarification request, or notification must be submitted in writing. Responses to clarification requests will be made publicly available to ensure equal access to all tenderers.

Interested economic operators may request access to documentation related to the award procedure, unless such disclosure is restricted due to the protection of confidential commercial information, the public interest, or personal data.

### 2.1.3 Clarifications on the Tender Documents

**Requests for clarifications must be submitted by: 18 July 2025**

**Clarification responses will be published by: 21 July 2025**

All clarifications will be posted on the WINGS website. Clarification requests submitted after the deadline may not be answered. Any modification to the tender documents arising from clarifications will be incorporated via official addendum, which becomes binding upon publication.

#### 2.1.4 Language

The official language of the procurement procedure and the resulting contract is English**.**

All documents submitted, including legal attestations, technical documentation and financial offers, must be in English or accompanied by a certified English translation.

Greek documents (e.g., from Greek public services or chambers) are accepted if accompanied by an English summary. The contract and any amendments will also be executed in English.

#### 2.1.5 Guarantees

No participation or performance guarantees are required under this simplified procurement procedure.

In accordance with Article 72(1)(a) of Law 4412/2016, the contracting authority may waive the requirement for a participation guarantee in simplified procedures. Instead, the successful bidder will be contractually bound and subject to standard penalties for non-performance as described in Section 4.1 and 5.2 of this document.

#### 2.1.6 Personal Data Protection

WINGS ICT SOLUTIONS S.A., as contracting authority, is a data controller under Regulation (EU) 2016/679 (GDPR). Personal data collected as part of the procurement procedure will be processed exclusively for the purposes of evaluating bids and awarding the contract.

The data subject rights (access, rectification, erasure, objection) are safeguarded and exercised via written request to the Contracting Authority. Personal data will be retained for auditing purposes for at least five (5) years following the conclusion of the TEAMFORADRIS project and will not be shared with third parties unless required by law or authorized audits.

## 2.2 Right to Participate – Selection Criteria

#### 2.2.1 Right to Participate

Participation is open to any natural or legal person or association thereof, including consortia or joint ventures, which:

- Are lawfully established in a Member State of the European Union or the European Economic Area, or in a country participating in the Interreg IPA ADRION programme,
- Operate legally in the field of manufacturing or trading in scientific, laboratory, or marine instrumentation.

The participation of consortia is allowed without requiring a specific legal form at the time of submission. However, if awarded the contract, the consortium must formalize its legal structure before contract signing. Subcontractors may also participate under the conditions defined in Clause 2.2.5.

#### 2.2.2 Participation Guarantee

As noted above in 2.1.5, a participation guarantee is not required in this procurement.

### 2.2.3 Grounds for Exclusion

Bidders shall be excluded from participation if they:

- Have been convicted by a final judgment of offences related to professional conduct (e.g., corruption, fraud, money laundering, participation in criminal organisation),
- Are bankrupt or subject to insolvency proceedings,
- Have committed grave professional misconduct proven by any means that the contracting authority can demonstrate,
- Have failed to meet obligations related to the payment of taxes or social security contributions.

Declarations of Honour submitted with the tender (Annex IV – ESPD) must confirm the absence of exclusion grounds. The selected contractor will be asked to provide official documentation (e.g., tax and social insurance clearance) at the award stage.

### 2.2.4 Suitability to Pursue the Professional Activity

All bidders must provide evidence that they are legally entitled to pursue the relevant professional activity in their country of establishment.

Accepted proof includes (where applicable):

- Copy of articles of incorporation
- Certificate from the relevant Chamber of Commerce
- National registration as manufacturer/importer/distributor of scientific instruments

### 2.2.5 Reliance on the Capacities of Third Parties – Subcontracting

Bidders may rely on the capacities of other entities (third parties or subcontractors) for fulfilling certain technical or professional criteria, provided they submit:

- A signed declaration from the third party stating its commitment to make the necessary resources available
- Documentation proving the relationship (e.g. MoU, subcontractor agreement)

The main contractor retains full responsibility for the execution of the contract, even where parts of it are subcontracted. All subcontractors must comply with eligibility and exclusion criteria.

### 2.2.6 Proof of Qualitative Selection Criteria

The following documents must be submitted at the award stage by the successful bidder, unless already submitted and still valid:

- Legal establishment documentation (see 2.2.4)
- Proof of professional experience in supplying marine/scientific equipment
- Certification of quality standards (e.g., ISO 9001:2015, CE conformity)

#### 2.2.7.1 Preliminary Proof via ESPD

The European Single Procurement Document (ESPD) serves as preliminary evidence of:

- Absence of exclusion grounds
- Fulfilment of qualitative selection criteria
- Declaration of professional and technical capacity

The ESPD (Annex IV) must be signed and submitted with the tender. Only the provisionally successful bidder will be asked to provide original supporting documents (e.g. tax clearance, ISO certificates).

#### 2.2.7.2 Final Proof at Award Stage

Following the evaluation process, the Contracting Authority will notify the successful bidder and request submission of:

- Tax and insurance compliance certificates
- Original or certified copies of any declarations used in the ESPD
- Any other legal or financial documents required to confirm eligibility

Failure to submit valid documents within five (5) working days of request may lead to exclusion and invitation of the next-highest ranked bidder.

## 2.3 Award Criteria

### 2.3.1 Most Economically Advantageous Tender (MEAT)

The contract will be awarded on the basis of the Most Economically Advantageous Tender, determined using a combination of price and qualitative criteria.

| Criterion | Weight |
|---|---|
| Financial Offer (Price) | 40% |
| Delivery Time | 35% |
| Technical Compliance | 15% |
| Warranty & Support Conditions | 10% |

The evaluation committee will assign weighted scores based on the formula in Section 3.1.2. A tender will only be evaluated if all eligibility, exclusion, and technical compliance criteria are met.

# 3. CONDUCT OF THE PROCEDURE – EVALUATION OF OFFERS

## 3.1 Opening and Evaluation of Offers

### 3.1.1 Electronic Opening of Offers

All bids submitted by the deadline and according to the provisions of Section 1.5 will be opened in a single public session by the Evaluation Committee appointed by WINGS ICT SOLUTIONS S.A.

**Date of Opening: 30 July 2025**

**Time: 10:00 AM**

**Location: WINGS ICT SOLUTIONS S.A., 189 Andrea Syngrou Avenue, Nea Smyrni, Athens**

The opening of offers is conducted to verify the integrity of submissions, register the number and names of bidders, and record whether all necessary documents have been included. No pricing or scoring occurs at this stage. The session is open to all participating bidders who may attend with one legal representative.

If the contracting authority receives fewer than three (3) valid offers, the procedure may still proceed, provided that competition and transparency principles have been satisfied.

### 3.1.2 Evaluation of Offers

The Evaluation Committee will assess the admissible tenders in three (3) consecutive stages:

A. Verification of Participation Documents (Administrative Check):

- Confirmation of submission within the deadline
- Completeness and validity of documents in the “Administrative” envelope

- Presence of signed Declaration of Honour (ESPD)
- Compliance with eligibility and exclusion criteria (see Section 2.2)

B. Evaluation of Technical Offer:

- Assessment of compliance with technical specifications described in Annex II
- Cross-checking of datasheets and certificates
- Examination of completeness and feasibility of proposed equipment
- Application of the 15% "Technical Compliance" scoring weight

C. Evaluation of Financial Offer & Scoring:

- Opening of "Financial Offer" envelopes of only the technically admissible tenders
- Application of the MEAT formula: Score of Bid X = (A/B) × 40 + C + D + E, where:
  - A = Lowest offered price among all admissible bids
  - B = Offered price of Bid X
  - C = Score for delivery time (max 35)
  - D = Score for technical compliance (max 15)
  - E = Score for warranty and support (max 10)

All financial offers are evaluated relative to the lowest valid bid. The committee reserves the right to request clarifications from bidders on ambiguous or unclear information, provided such clarification does not alter the substance of the offer.

The final evaluation report will rank all valid tenders and recommend award to the top-ranked bidder.

## 3.2 Invitation to Submit Supporting Documents – Temporary Contractor

The bidder who ranks first based on total evaluation score will be declared as the "Temporary Contractor" and invited to submit the required supporting documents within five (5) working days of notification.

These documents include:

- Tax and social security clearance certificates
- Original or certified copies of documentation used in the ESPD (legal establishment, professional activity, ISO/CE compliance)
- Any legal powers of attorney (in the case of a proxy signature)

Failure to submit complete and valid documentation within the prescribed timeframe will result in disqualification. In such case, the next-highest ranked bidder may be invited under the same procedure.

## 3.3 Award Decision – Signing of the Contract

Following successful verification of the supporting documents, the Evaluation Committee will recommend contract award to the Temporary Contractor. The decision will be:

- Approved by the Legal Representative of WINGS ICT SOLUTIONS S.A.
- Published on WINGS ICT Solutions SA website and communicated directly to all participating bidders
- Followed by the signing of the contract within ten (10) working days from award decision publication

The awarded contractor will be invited to sign the draft contract (Annex VI), as adapted with their company details, pricing, and agreed delivery timeline. Refusal to sign or failure to appear will result in exclusion and forfeiture of the award.

## 3.4 Preliminary Appeals – Legal Protection

Bidders have the right to submit administrative objections ("Προδικαστικές Προσφυγές") at the following stages:

Against the terms of the tender: within five (5) calendar days from the date of publication

Against the exclusion of their offer or the provisional award decision: within five (5) calendar days of notification

Appeals must be submitted in writing to:

WINGS ICT SOLUTIONS S.A.
Legal Department – Tender Appeals
Email: info@wings-ict-solutions.eu

Appeals will be examined by the WINGS legal and procurement departments within ten (10) calendar days. The decision will be final and binding within the scope of this simplified procedure. In parallel, parties may initiate legal proceedings in accordance with Greek Law 3886/2010 on judicial protection in public procurement.

## 3.5 Cancellation of the Procedure

WINGS ICT SOLUTIONS S.A. reserves the right to cancel the procedure under any of the following circumstances:

- No valid offers are received
- All offers substantially exceed the available budget
- Fundamental changes occur in the funding framework (e.g. cancellation or amendment of the TEAMFORADRIS project)
- Errors or omissions are discovered that cannot be rectified without violating equal treatment

In the event of cancellation, all participants will be notified in writing, and no claims for damages or reimbursement of costs will be accepted.

# 4. TERMS OF CONTRACT EXECUTION

## 4.1 Guarantees (Performance, Prepayment, Functionality)

### 4.1.1 Performance Guarantee

Given the nature and budget of this procurement procedure, no performance guarantee is required.

In accordance with Article 72(1)(a) of Law 4412/2016, for simplified tenders under the thresholds, the Contracting Authority may waive the requirement for a performance guarantee. In the present contract, compliance and execution will be ensured through standard contractual obligations and penalties as provided in Sections 5.2 and 6.3.

### 4.1.2 Advance Payment Guarantee

No advance payment will be provided and therefore no corresponding guarantee is required.

All financial obligations will be settled post-delivery and formal acceptance of goods, as described in Section 5.1.

### 4.1.3 Functionality or Good Operation Guarantee

The contractor shall provide a written warranty of good operation for a minimum duration of twenty-four (24) months from the date of final acceptance of the goods.

This warranty must cover all delivered equipment, including sensors, devices, software interfaces (if any), and accessories. The contractor guarantees that the equipment will function in accordance with the manufacturer's specifications under normal usage conditions and agrees to repair or replace, at their own expense, any defective components during this period. The Contracting Authority may withhold final payment until warranty certificates are received.

## 4.2 Contractual Framework – Applicable Legislation

This contract is governed by:

- Greek Law 4412/2016 on public procurement (as in force)
- The Civil Code of Greece (Kivdikas) for matters not explicitly addressed by the procurement legislation
- EU Directive 2014/24/EU
- The Grant Agreement and Implementation Manual of the Interreg IPA ADRION programme
- The signed Partnership Agreement between WINGS and the project consortium
- The successful bidder's offer, to the extent it does not conflict with the present Invitation and its Annexes

The contract shall be interpreted and applied in accordance with Greek and EU public procurement law. Any ambiguity will be resolved in favor of transparency, competition, and proportionality, in line with the guiding principles of the EU Treaties.

## 4.3 Execution of the Contract

The contractor is obliged to perform the contract as follows:

### 4.3.1 Responsibilities of the Contractor

- Ensure delivery of all items described in Annex I within the timeframe specified in Section 6.1
- Submit any required datasheets, certificates, or installation manuals
- Replace any defective goods at no additional cost
- Provide standard documentation for warranty coverage
- Deliver and install (if required) equipment at the premises of WINGS ICT SOLUTIONS S.A., located at 189 Andrea Syngrou Ave., Nea Smyrni, Athens

### 4.3.2 Responsibilities of the Contracting Authority

- Ensure proper receipt, inspection, and storage of delivered goods
- Evaluate compliance of delivered goods within ten (10) working days
- Make payment within thirty (30) days after acceptance
- Provide access to premises for delivery and installation, where applicable

The contractor must work in close collaboration with the Contracting Authority's project team. Coordination is essential for the successful integration of the equipment into the broader TEAMFORADRIS data collection infrastructure. Timely and full compliance with specifications is considered an essential contractual obligation.

## 4.4 Subcontracting

Subcontracting is allowed, provided that:

- It is explicitly declared in the contractor's offer
- The subcontractor meets the eligibility and exclusion criteria set in Section 2
- The main contractor remains solely responsible for the entire contract execution
- Subcontracting does not exceed 50% of the total contract value

The contractor must notify WINGS in writing before any subcontracted portion of the contract is executed. Any changes to subcontractors must be approved by the Contracting Authority. WINGS reserves the right to reject subcontractors that do not meet minimum legal or technical requirements.

### 4.5 Amendment of the Contract During Implementation

The contract may only be amended through a written and signed supplementary agreement, and only in the following cases:

- Unforeseen circumstances (force majeure, supply chain disruptions, manufacturer discontinuations)
- Minor technical adjustments that do not alter the overall purpose of the contract
- Replacements with technically equivalent products, subject to approval by the Contracting Authority
- Budget-neutral internal reallocations (e.g. different number of units within the same price)

Any amendment must be justified, documented, and approved before implementation. Under no circumstances can the total contract value be increased beyond the originally awarded amount without a new procurement procedure.

### 4.6 Unilateral Termination of the Contract

WINGS ICT SOLUTIONS S.A. reserves the right to unilaterally terminate the contract, in whole or in part, in any of the following circumstances:

- The contractor fails to meet contractual obligations (e.g. delays, non-compliance) despite a written notice
- Fraudulent or false documentation is identified
- Bankruptcy or legal incapacity of the contractor
- Force majeure prevents contract performance for more than thirty (30) calendar days

In case of termination, WINGS will notify the contractor in writing and may claim damages or penalties in accordance with Section 5.2. Payments already made may be clawed back if delivery or compliance has not occurred. The contract will be considered void, and WINGS may re-issue a new tender.

## 5. SPECIAL CONDITIONS OF CONTRACT EXECUTION

### 5.1 Payment Method

The total contract value, as stated in the financial offer and accepted by the Contracting Authority, shall be paid in a single installment after full delivery and successful acceptance of all contracted items and documentation.

#### 5.1.1 Payment Milestones

100% of the contract value (including VAT) shall be paid within thirty (30) calendar days from the date of:

a) submission of the final delivery note and invoice,

b) issuance of the final acceptance protocol by the Contracting Authority,

c) verification of the required warranty certificates.

#### 5.1.2 Invoicing Requirements

The invoice shall be issued to:

WINGS ICT SOLUTIONS S.A.

VAT No: EL800419255

189 Andrea Syngrou Avenue, 17121 Nea Smyrni, Athens, Greece

It must include:

- Full item list and corresponding prices
- Contract reference: "TEAMFORADRIS Equipment Procurement"
- Date of delivery and location
- IBAN and bank details for payment

#### 5.1.3 Bank Transfer

All payments will be made by bank transfer to the contractor's declared bank account. No advance or partial payments shall be made.

Payment is contingent upon full compliance with the technical specifications and acceptance of the goods. If discrepancies are identified during inspection, payment will be withheld until full conformity is achieved. Payment delays beyond 30 days may occur only in case of audit, dispute, or force majeure.

### 5.2 Declaration of Default – Penalties

#### 5.2.1 Conditions for Declaring a Contractor in Default

The contractor shall be declared in default if they:

- Fail to deliver the contracted equipment within the agreed delivery period (see Section 6.1)
- Deliver items that do not conform to the technical specifications, despite a correction deadline
- Fail to fulfill their warranty obligations
- Withdraw from contract execution without just cause

In such cases, WINGS ICT SOLUTIONS S.A. shall initiate termination procedures under Section 4.6.

#### 5.2.2 Penalties for Delayed Delivery

In the event of delayed delivery not justified by force majeure, the following penalties shall apply:

- 0.5% of the total contract value per calendar day of delay,
- Cumulative penalties may not exceed 10% of the total contract value.

WINGS reserves the right to deduct penalties directly from the payment due to the contractor or to demand payment through legal channels.

The penalty system ensures the prompt execution of the TEAMFORADRIS project activities, which are time-sensitive and co-financed by the European Union. If delays or deficiencies affect project implementation, the contractor may be held liable for any subsequent damages or funding rejections.

### 5.3 Administrative Appeals During Contract Execution

The contractor may submit administrative appeals in the following cases:

- Dispute regarding the acceptance or rejection of delivered goods
- Disagreement regarding the application of penalties or warranty terms
- Alleged breach of contract by the Contracting Authority

#### 5.3.1 Appeal Procedure

All appeals must be submitted in writing to:

WINGS ICT SOLUTIONS S.A.

Legal Department – Contract Oversight

Email: info@wings-ict-solutions.eu

Appeals must be submitted within ten (10) calendar days from the date of notification of the contested decision

A reasoned reply will be issued within fifteen (10) calendar days

The appeal procedure is internal and does not affect the contractor's right to seek legal recourse. It is intended as a good-faith mechanism for resolving disagreements without litigation.

### 5.4 Judicial Resolution of Disputes

Any dispute arising from the performance or interpretation of the contract that cannot be resolved through the above appeal process shall be subject to the jurisdiction of the Greek courts.

Venue: Courts of Athens

Applicable Law: Greek law and, where relevant, EU law

This clause is standard for contracts awarded under Greek public procurement law. By submitting a tender, all participants irrevocably accept the jurisdiction of Greek courts for all legal matters relating to the contract.

## 6. TIME AND MANNER OF EXECUTION

### 6.1 Delivery Deadline

The contractor is obliged to deliver all goods and associated documentation no later than fifteen (15) calendar days from the date of contract signing.

#### 6.1.1 Delivery Location

The entire consignment shall be delivered to the following address:

WINGS ICT SOLUTIONS S.A.

189 Andrea Syngrou Avenue,

17121 Nea Smyrni, Athens, Greece

Goods must be delivered during working days and hours (Monday to Friday, 09:00–17:00).

#### 6.1.2 Mode of Delivery

Delivery must be carried out by the contractor or a certified courier/logistics partner. The contractor is responsible for all transportation, insurance, and unloading of equipment on-site.

Timely and secure delivery is critical, given the TEAMFORADRIS project timeline. Delays in delivery will affect installation, deployment, and reporting obligations under the EU-funded programme. Partial deliveries will not be accepted unless expressly approved in writing by the Contracting Authority.

### 6.2 Receipt of Goods – Timeline and Procedure

#### 6.2.1 Receipt Committee

WINGS ICT SOLUTIONS S.A. will appoint a Three-Member Receipt Committee, responsible for checking the quality, quantity, and conformity of the delivered goods against the specifications in Annex I and the contractor's offer.

#### 6.2.2 Inspection Timeline

The Receipt Committee shall inspect the goods and issue a formal Acceptance Protocol or a Deficiency Report within ten (10) calendar days of delivery.

#### 6.2.3 Contents of the Acceptance Protocol

The Protocol shall state:

- Compliance of delivered items with contractual technical specifications
- Presence and condition of accompanying documentation (manuals, datasheets, certificates)
- Functional verification, where applicable (e.g., power-on test, calibration check)
- Verification of warranty certificates and software licenses (if included)

Acceptance of goods shall be formalized only upon full conformity. If deficiencies or deviations are identified, the contractor will be granted a single correction period of five (5) working days. Failure to resolve deficiencies within this timeframe entitles the Contracting Authority to reject the goods and impose penalties under Section 5.2.

### 6.3 Rejection of Non-Compliant Goods – Replacement Obligation

If any item is deemed non-compliant due to:

- deviation from technical specifications,
- damage during transport, or
- missing or defective components,

the contractor shall be required to replace it at their own cost within five (5) working days of written notification.

Replacements must be of identical or superior quality and fully compatible with the rest of the equipment. The contractor bears all costs related to removal, redelivery, and re-inspection. Repeated failure to deliver compliant goods will result in termination of the contract.

### 6.4 Price Revision

The contract is fixed-price and non-revisable for its entire duration.

The contract value includes all applicable costs, taxes, and risks. No price adjustments will be allowed due to inflation, supply chain disruptions, or fluctuations in exchange rates or raw material prices. The only exception is a legislative change in VAT rate, which may be applied accordingly.

### 6.5 Technical Specification Updates During Contract Execution

In the event that:

- a product listed in the contractor's offer is discontinued by the manufacturer, or
- updated technical versions are available without price increases,
- the contractor may submit a written request for technical substitution.

Such substitution must:

- maintain or improve technical performance,
- remain fully compatible with the original configuration, and
- be approved in writing by the Contracting Authority prior to delivery.

The goal of this clause is to ensure the Contracting Authority benefits from current technologies while preserving contract integrity. Substitutions made without prior approval will be rejected.

## 7. ANNEXES

### 7.1 ANNEX I – Detailed Description of the Contract Scope

The scope of the contract includes the supply and delivery of specialized scientific equipment to support water quality monitoring under the TEAMFORADRIS project. The equipment must meet the minimum technical

specifications provided in Annex II and be delivered to WINGS ICT SOLUTIONS S.A. within 20 calendar days from contract signing.

## 7.2 ANNEX II – Technical Specifications

This annex provides detailed technical specifications for each equipment item required. All offers must meet or exceed these specifications.

| 1. Multi parameter water quality sensors | | |
|---|---|---|
| Specification | **Minimum Requirement** | **Complies (Yes/No)** |
| Measured Parameters | pH, ORP, Conductivity, TDS, Salinity, Dissolved Oxygen, Temperature, Depth | |
| pH Measurement Range / Accuracy | 0–14 / ±0.1 pH | |
| ORP Range / Accuracy | ±2000 mV / ±5 mV | |
| Conductivity Range / Accuracy | 0–200 mS/cm / ±1% of reading | |
| Dissolved Oxygen Range / Accuracy | 0–50.00 mg/L / ±0.01 mg/L | |
| Turbidity (optional) | 0–3000 NTU / ±5% | |
| Temperature Range / Accuracy | −5 to +70 °C / ±0.5 °C | |
| Depth Measurement | 0–100m / ±0.2% FS | |
| Auxiliary Sensor Ports | 6 sensor sockets | |
| Self-Cleaning System | Central wiper cleans all sensors | |
| Material & Build | Marine-grade aluminium, hard anodised | |
| Immersion Protection | IP68 – permanent immersion (max 100m) | |

| **2. Auxiliary sensor probes** | | |
|---|---|---|
| **Specification** | **Minimum Requirement** | **Complies (Yes/No)** |
| Ammonium Range / Accuracy | 0–9000 mg/L / ±10% of reading or 2ppm | |
| Nitrate Range / Accuracy | 0–30000 mg/L / ±10% of reading or 2ppm | |
| Turbidity Range / Accuracy | 0–3000 NTU / ±5% | |
| Chlorophyll Range / Accuracy | 0–500 µg/L / ±5% | |
| IP Rating | IP68 | |
| Calibration | Factory-calibrated or protocol provided | |

| 3. Portable Dissolved-Oxygen Meters | | |
|---|---|---|
| **Specification** | **Minimum Requirement** | **Complies (Yes/No)** |
| Sensor type | Optical or electrochemical DO sensor | |
| Range | 0–20 mg/L | |
| Accuracy | ±0.2 mg/L | |
| Temp compensation | Automatic | |
| Memory | ≥100 records | |
| Housing | IP67 | |
| Charging | Micro-USB | |

## 7.3 ANNEX III – Financial Offer Table

Bidders shall complete the following table and submit it as their financial offer:

| No. | Item Description | Quantity | Unit Price (€) | Total (€) |
|---|---|---|---|---|
| 1 | Multi-parameter Water Quality Sensor | 3 | | |
| 2 | Auxiliary Sensor Probes (Ammonium, Nitrate, etc.) | 18 | | |
| 3 | Underwater HD Camera System | 1 | | |
| 4 | Rugged Field Laptops | 4 | | |
| 5 | 5G NR Routers | 4 | | |
| 6 | Portable DO Meters | 4 | | |

## 7.4 ANNEX IV – Declaration of Honour (ESPD)

The undersigned declares on behalf of the bidding entity that:

1. There are no grounds for exclusion under Art. 73 of Law 4412/2016.
2. The bidder is legally established and entitled to perform the activities covered by the contract.
3. All information provided in this offer is true and complete.

Signed:

Name: _____

Position: _____

Date: _____

Company Stamp

## 7.5 ANNEX V – Personal Data Protection Notice (GDPR)

In compliance with Regulation (EU) 2016/679 (GDPR), WINGS ICT SOLUTIONS S.A. informs bidders that:

- Personal data submitted in the context of this procurement will be processed solely for evaluation and contract award purposes.
- Data subjects have rights of access, rectification, and objection.
- Data will be retained for 5 years post-project completion and may be reviewed by external auditors.
- No data will be transferred outside the EU.

Contact for GDPR requests: info@wings-ict-solutions.eu

## 7.6 ANNEX VI – Draft Contract

This annex provides the template of the contract to be signed with the successful bidder.

CONTRACT
Between:
WINGS ICT SOLUTIONS S.A., 189 Andrea Syngrou Ave., Nea Smyrni, Athens,

and:
[Full name of the Contractor], [Registered Address], [VAT No.]

Subject: Supply of equipment under the TEAMFORADRIS project

Article 1: Object
As per Annex I and II

Article 2: Price
As per Annex III

Article 3: Delivery
As per Section 6.1 of the Invitation

Article 4: Warranty
24 months

Article 5: Governing Law
Greek Law 4412/2016

Signed in duplicate:

For WINGS ICT SOLUTIONS S.A.: _____
For Contractor: _____