

NATO UNCLASSIFIED  
RELEASABLE FOR INTERNET TRANSMISSION

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



**IFB FINCON 22-12**

**“Telephone and internet services”**

**PART II**

**GENERAL PROVISIONS - TERMS & CONDITIONS**

*December 2022*

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NATO UNCLASSIFIED  
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1.1 The services 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.

**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 him or generated by him 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 require its correction; c. to accept it against reduction in price which is equitable under the circumstances.

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

4.3 The inspection of the deliverables by the 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 office space and facilities to allow the Contractor's personnel/employees to perform any services required to deliver the requested services at the IAMD COE premises (if required e.g. cooperation with the Centre's technicians etc.).

**6. Notice of Deliveries**

6.1 For any change of deliverables, the Contractor should inform in a timely manner the IAMD COE. No special notice is required for the regular telephone and internet services to be provided.

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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, Organization or individual purchasing the equipment covered by Contract under similar conditions. In the event that prior to deliver these services, the Contractor offers any of such services 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 may be correspondingly reduced after negotiation between both parties.

**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 (Billing)**

10.1 The services satisfactorily delivered under the terms of the Contract shall be invoiced after satisfactory completion by the Contractor.

10.2 Invoices will be provided with the type of "bill" containing the regular information/details concerning telephone and internet bills [including in any case the name/details of the company (Contractor) issuing them, detailed and total prices]. Bills will be issued according to the policies of the Contractor.

**11. Payments - Delivery & Acceptance**

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

11.2 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 these services.

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11.3 Payments for services provided by the Contractor under the terms of the Contract shall be made in Euro and will be made by the deadline specified in the respective bill.

11.4 From the Contractor's side, the following documents shall be submitted or/and to be valid for any payment:

11.4.1 Valid Insurance Clearance Certificate (for money collecting);

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

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

## 12. **Service Warranty**

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

12.2 In a case of circumstances affecting the Contractor's obligations or/and force majeure, the Contractor shall promptly be in contact with the IAMD COE in order to find the most efficient and effective option for the delivery of the 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 the services awarded through his fault, he may pay the IAMD COE liquidated damages according to the provisions of the Contract and the General Terms of Telephone Line Provision.

14.2 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.

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14.3 The Contractor shall inform the IAMD COE for such events within fifteen (15) days from their occurrence and within fifteen (15) days from their 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 of his obligations when such events continue to exist. In such cases, a corresponding extension will be granted by the IAMD COE.

14.4 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 (as Part III, par. 7 - valid certification as per the ISO 9001 standard for Quality Management).

**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 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 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 sub-Contractors are bound by the requirements of this paragraph.



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

**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 provided by the IAMD COE for use in the Contract shall be kept by the Contractor strictly for the use of the 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 the 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 Any sub-contractor shall flow down the relevant requirements of the Contract i.e. those for which the Contractor has an obligation towards the IAMD COE.

20.4 Par. 20.2 and 20.3 above are critical elements in the performance under the 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 He and his (occasional or not) sub-contractors have been duly authorised to operate and do business in the country or countries in which the Contract is to be performed;

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

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21.3 He and his (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 License Rights**

22.1 The Contractor guarantees that he is in possession of all the necessary intellectual property rights in force in the countries where the services will be performed under the Contract and in other countries where the intellectual property rights may be in force. The Contractor possesses any licenses necessary for the performance of the 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 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 the 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 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 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 the 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 the 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 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.

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24.3 The IAMD COE shall not bear any responsibility for services provided by the Contractor outside the Contract scope and shall not also compensate the Contractor in either time or money for such services not specifically authorised 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 the Contract without the prior written approval of the IAMD COE.

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 IAMD COE.

## 26. **Assignment of Claim**

26.1 The Contractor will make no assignment of claim against the IAMD COE without prior written information to the 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 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

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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 the 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 is 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**

30.1 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.

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

**32. Settlement of Disputes**

32.1 Any dispute regarding the interpretation, application, or implementation of the Contract, will be amicably settled, in principle, by consultation among the FIN-

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CON 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 may be settled by arbitration after mutual agreement between both parties. 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, as 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 the 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 1<sup>st</sup> of February 2023.

### 35. Validity of the Contract

35.1 The Contract shall be effective for the period commencing with its effective date and up to 31<sup>st</sup> of January 2026.

### 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 Notices and communications between the Contractor and the IAMD COE regarding the provisions of the Contract should be written in English or in Greek.

37.2 All document correspondence pertaining to Contract administration shall be sent to the following address: Integrated Air and Missile Defence Centre of Excellence (IAMD COE), Souda Air Base, Chania 73100, Crete, Greece.

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