

NATO UNCLASSIFIED
RELEASABLE FOR INTERNET TRANSMISSION

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



**IFB FINCON 24-02
External Audit
of Annual Financial Statements
of FYs 2020-2023**

**PART II
GENERAL PROVISIONS - TERMS & CONDITIONS**

April 2024

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NATO UNCLASSIFIED
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1.1 The services requested under this IFB may not necessitate the application of all clauses within the IAMD COE General Provisions. However, all clauses are included and applicable unless expressly declared not applicable, addressing any potential scenarios that may arise during the execution of the Contract resulting from 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 adhere to all security requirements stipulated by the IAMD COE.

3.2 The Contractor is responsible for safeguarding NATO and/or IAMD COE classified and unclassified information entrusted to or generated by them in connection with the performance of the Contract to be concluded hereunder.

4. Inspection

4.1 In the event of a defective item or non-conformity with the requirements of this IFB and the Contract, the IAMD COE reserves the right: a. to reject it; b. to require its correction; c. to accept it with an equitable reduction in price under the circumstances.

4.2 If the IAMD COE conducts any inspection, the Contractor, at no additional charge, shall provide all reasonable assistance to the IAMD COE representative.

4.3 The inspection of deliverables by the IAMD COE does not absolve the Contractor of any responsibility regarding the fulfilment of the contract requirements.

5. IAMD COE provided Space/Facilities

5.1 The IAMD COE will provide the necessary space and facilities to enable the Contractor's executives/engagement team to perform any requested services (as details specified in Part III of this IFB).

6. Notice of Deliveries

6.1 The Contractor is required to collaborate with the IAMD COE FINCON for the timely delivery of the requested services within the established deadlines.

7. Preferred Customer

7.1 The Contractor warrants that the prices set forth in this Contract are as favourable as those extended to any Government, Agency, Company, Organisation or

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individual purchasing the equipment covered by Contract under similar conditions. In the event that prior to deliver the services agreed, the Contractor offers any of such items in substantially similar qualities to any customer at prices lower than those set forth hereunder, the Contractor shall promptly notify the IAMD COE.

7.2 Upon receipt of such notification, the IAMD COE shall compare the offered price for the specific services with the Contractor's fees for similar services provided to other clients under comparable conditions. If it is determined that the prices offered to other customers are indeed lower, the prices of the services under the Contract to be concluded hereunder shall be correspondingly reduced to match the lower price, provided that the quality and scope of services remain consistent, and subject to mutual agreement between the Contractor and the IAMD COE regarding the modification.

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 upon services.

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 hereunder, are exempt from Value Added Taxes (VAT), considering 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 services satisfactorily delivered under the terms of the Contract shall be invoiced after satisfactory completion by the Contractor (as below par. 11.4).

10.2 Invoices shall be prepared, submitted and shall contain at least:

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

10.2.2 Unit prices (per service 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

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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 sent in parallel with electronic invoices.

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 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:

11.3.1 Valid Insurance Clearance Certificate (for money collecting);

11.3.2 Valid Tax Clearance Certificate (Public Sector Entities - Bodies) (for money collecting - TAX ID of IAMD COE: EL996722163).

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 (if they are not included in the respective invoice) shall be provided by the Contractor to the FINCON.

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 be promptly delivered.

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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 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 this 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, it 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 this 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 (at the discretion of the Centre and after a documented decision of its Director) liquidated damages at the rate of ten (10) % of the total price and/or total cost of the respective services.

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 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 Liquidated damages will not be applicable if the Contractor's inability to perform is attributed to causes beyond their control, without fault or negligence, which are considered as "force majeure" events. 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, it 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 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 at its 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, implementing Quality Management System Standards within the requirements of ISO 9001:2015 in "Provision of assurance, tax business compliance and advisory services".

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 arising out of the act, default, or negligence of the Contractor, a subcontractor, their employees, or agents in consequence of the Contractor's obligations under the Contract to be concluded hereunder, limited to the amount of the fee specified in the Contract and only for damages resulting from negligence as specified in applicable law. The Contractor agrees that it has complete freedom of choice of means and capabilities to comply with the obligations of the Contract.

16.2 Without thereby limiting their responsibilities under paragraph 16.1 above, the Contractor may take insurance (at its 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 its 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 aforementioned 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 is required to maintain the confidentiality of any information obtained under or in connection with the Contract and must not disclose such information to any third party without the prior written consent of the IAMD COE.

18.2 The Contractor may only share confidential information with employees directly involved in the Contract and must ensure that these employees are aware of and comply with the confidentiality obligations outlined in this clause.

18.3 The Contractor is responsible for ensuring that its subcontractors are also bound by the confidentiality requirements set forth in this paragraph.

18.4 The provisions of this confidentiality clause shall remain in effect even after the completion or termination of the Contract.

NATO UNCLASSIFIED
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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 this 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 the Contract is to be performed;

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21.2 It and its (occasional or not) sub-contractors have obtained all necessary licences 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 to be concluded hereunder;

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 it is in possession of all the necessary intellectual property rights in force in the countries where the services will be performed under this Contract and in other countries where the intellectual property rights may be in force. The Contractor possesses any licences 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 its 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 this 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 this Contract, the Contractor considers that it has been directed to change or deviate from, in any way, the terms and conditions and/or the scope of this Contract, it 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 it 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.

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24.2 Following the submission of this notification, the Contractor shall diligently continue performance of this 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 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 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 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 this 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. However, in cases where termination relates to mandatory audits as specified by Hellenic Law 4449/2017, termination shall be subject to compliance with the provisions of said law regarding the termination of auditors.

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;

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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 it 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 its 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 its termination claim within the time allowed, the FINCON may determine, on the basis of information available to it, 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 this Contract.

29. Order of Precedence

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

29.1.1 Any mutually accepted engagement agreement that may be requested by the Contractor based on its institutional framework, that will be an integral part of the Contract to be concluded hereunder;

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

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

29.1.4 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 this Contract and any translation thereof into another language, the English language meaning shall prevail.

31. Authority

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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 this 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 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 its 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 it will be specified in the respective 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 services requested or the termination of the Contract in accordance with the provisions of this Part.

36. Amendments

36.1 All amendments to this 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

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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 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 pertaining to contractual terms shall be made through the application "*sourceONE*" based on the instructions provided by the IAMD COE.

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