



**CONTRACT No 02/2017 for the provision of a GREY  
CELL for EXERCISE GORDIAN KNOT 2017 (GOKT 2017)**

***PART III: SPECIAL PROVISIONS***

**Article 1 Contracting Officer Technical Representative (COTR)**

The Contracting Officer will designate in writing a contracting officer technical representative (COTR).

This officer has the authority:

- Be the exclusive interface between the NRDC-GREECE and Contractor for the execution of the contract.
- Co-ordinate the contract
- Monitor, and control the Contractor's performance.

**Article 2 Procedure for determining prices**

The currency is Euro (€).

Prices are indicated in article 11. These prices are fixed.

They consist of:

- The full remuneration of the Contractor
- All costs incurred in the discharge of the service (e.g. runway fees, passenger airport , etc ...).

NRDC-GREECE agrees on the prices set out in the article 11. No additional amount can be claimed by the Contractor under this contract.

**Article 3 Payment and settlement**

The Contractor can either send one invoice at the completion of the contract or choose partial payments in accordance with the schedule below.

Date od sending invoice	Part of the amount indicated in the article 11 to be paid
At the end of the MELMIL workshop 3a	10%
At the end of the MELMIL workshop 3a	10%
At the end of the exercise (after the completion of contractor obligations)	80%

The invoices submitted by the "Contractor" will be numbered and dated and will include under all circumstances the following data:

Name and address of the Contractor.

Bank name, account, IBAN/Swift-code, tax number.

Bank address.

Specifiacation of work completed.

The price in Euro.

The rate of Value added tax.

The value of tax.

The Invoice should be sent to:

Headquarters NATO Rapid Deployable Corps – GREECE (NRDC-GR)/J8

BST 903

Pedion Areos Camp

Leoforos Stratou 3, Postal Code 54639, Thessaloniki, Greece

NRDC-GREECE will not be bound to pay if it has not received the invoice at the agreed address, or if the invoice does not state the required information.

**Article 4 Advance**

Advance payments shall not be authorised.

**Article 5 Language, currency and regulations**

This contract is written in English.

The language used for the contract procedure is English. All deliverables have to be provided in English, suitable for consumption by a multinational audience. The Currency is Euro.

**Article 6 Penalties**

In lieu of actual damage the Contractor shall pay to NRDC-GREECE as fixed, agreed and liquidated damages:

- For each calendar day without participation to the MELMIL workshops, 5% of the total contract price, to a maximum of 30% of the contract price.
- For each calendar day of delay for the STARTEX package, 5% of the total contract price, to a maximum of 20% of the contract price.
- For each calendar day without GREY CELL or with insufficient performances during the exercise 16% of the total contract price.
- For each calendar day of delay for the reports, 2% of the total contract price, to a maximum of 10% of the contract price.

**Article 7 Termination for convenience**

1. Termination for convenience: the performance of work under the contract may be terminated by NRDC-GR in accordance with this clause in whole, or in part, whenever the Contracting Officer shall determine that such termination is the best interest of NRDC-GR. 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. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall stop work under the contract on the date and to the extent specified in the Notice of Termination.

2. Termination for default: NRDC-GR may be written notice of default to the Contractor, terminate the whole or any part of the contract if any one of the following circumstances:

- If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension therefore
- If the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as

the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

3. Special termination: if at any time while the Contract is in force either party finds itself in one of the following situations:

- Death, supervened incapacity or extinction of its legal entity.
- Declaration of bankruptcy, reorganization of debts, take over by a trustee, or any other legal status implying lack of capacity to enter new financial liabilities.
- Change of activity in such a manner that it becomes incompatible with the purpose of the Contract.

Then the other party shall be entitled to terminate the Contract upon giving written notice of termination under the provisions of this clause to the other party. Such termination shall not be considered a termination for convenience and shall be effective on the date stated on the notice of termination.

### **Article 8 Insurance**

The incumbent must be covered by an insurance policy valid for the duration of the contract against the financial consequences of civil liability it may incur for damage of any kind, tangible and intangible, direct or indirect caused during the execution of services.

It is understood that NRDC-GR cannot be held responsible for accidents happening to members of the contractor's personnel. The Contractor is therefore required to insure his personnel and vehicles against all accidents, in conformity with Greek legal requirements. In this manner, NRDC-GR declines all responsibility concerning theft, disappearance or damage, which could happen to machines, equipment or material utilized in the execution of the present contract and stored on military premises.

### **Article 9 Dispute**

All disputes arising out of the performance of the contract will be settled through amicable settlement between the Contracting Officer and the Contractor.

Should the Contracting Officer and the Contractor fail to come to an amicable settlement of the dispute, the dispute will be settled in the competent Court of the Host Nation, arbitration councils included, unless otherwise specified in the contract. In case of using the judicial avenue, the Contractor shall waive the coverage of those courts corresponding to its fiscal residence in order to rise before the competent Host Nation Court.

**Article 10 The Contractor**

Name of the person who is legally entitled to sign:.....  
.....  
Surname of the person who is legally entitled to sign: .....  
.....  
Occupation of the person who is legally entitled to sign: .....  
.....  
Company name: .....  
.....  
Company registration number: .....  
.....  
Address: .....  
.....  
Telephone number: .....  
Fax number: .....

After reading the contractual provisions, I agree wholeheartedly, in accordance with the terms and conditions of the documents mentioned above, to perform the services requested in the requirements. I understand that the offer presented binds me for a period of 180 days from the Closing date for submission of tenders.

**Article 11 Price**

For the provision of all services described in the terms and conditions book, price is:

Price (write the amount out in figures)	
Price (lit in full)	

**Article 12 Taxes and Customs Charges**

a. 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.

b. **In accordance with Law 2826 dated on 16 March 2000, the deliveries and purchases into the European Union and the rendering of the services for official use which have HQ NRDC-GREECE as consignee are exempt from Value Added Taxes (VAT). This exemption will be performed in accordance with procedures pointed out by the Ministry of Finance.**

**Article 13 Payment**

The maximum delay for the payment is 30 days.  
Account to credit (attach bank):

Name and address of bank:

.....

Identifying national bank account:

Bank code	Window code	Account code	RIB Key
-----------	-------------	--------------	---------

International Bank Account Number (IBAN) :

							BIC
--	--	--	--	--	--	--	-----

**Article 14 Contractor’s commitment**

Done at .....the.....

The candidate (stamp and signature preceded by the words “read and approved”

**Article 15 Acceptance of Offer (reserved for NRDC-GR)**

This tender is accepted.

At .....the.....

NRDC-GR Contracting Officer

**Article 16 Notification of award holder**

Notification received as a copy of this contact

At .....the.....

The Contractor (stamp and signature)