

HQ NRDC-GR



**PERSONNEL TRANSPORTATION SERVICES CONTRACT
DURING EXERCISES GNKT 13**

PART III

SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

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PART III

SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

1. PURPOSE OF THE CONTRACT

The aim of this restricted bidding with sealed offers is to choose a contractor for providing **transportation services from Thessaloniki to Assiros and backwards**, in order to serve the needs of Multinational HQ NRDC-GR.

The supplier will provide his services from "PEDION AREOS" camp and specified Hotels in Thessaloniki to "PROKOPIDI" camp in Assiros where HQ NRDC-GR will be deployed during the exercise "GORDIAN KNOT 2013" (04 Nov 2013 – 15 Nov 2013) after contact via fax, telephone, or e-mail as it is determined below.

For the aforementioned requirements the bidder should provide one firm fixed-price per route per Bus, according to G8-13-03, PART III, ANNEX A, List of estimated bus routes during the exercises. The definition of one route is the transportation service for personnel from "PEDION AREOS" camp and specified Hotels in Thessaloniki to "PROKOPIDI" camp in Assiros or backwards.

2. HQ NRDC-GR AUTHORIZED COORDINATION AND INSPECTION AGENTS

For its direct official co-ordination and inspection requirements, HQ NRDC-GR designates the Contracting Officer and the Staff and Personnel Support officer (S&P), as the staff element that has the authority to co-ordinate, survey and track the way the contractor is performing the service regarding the transportation needed during the execution of the exercise "GORDIAN KNOT 2013" (04 Nov 2013 – 15 Nov 2013).

3. SERVICES POLICY

3.1 ISSUE OF REQUEST

The official needs for the transportation of the personnel of HQ NRDC-GR will be assembled by HQ SPT S&P officer in coordination with the Chief Contracting and will be dispatched to the contractor no later than 12:30 pm of the previous day. The official NRDC-GR needs for the transportation (estimates) is depicted at ANNEX A.

3.2 SERVICES REQUEST TO THE CONTRACTOR

The service request will be through one of these means:

- Fax
- Telephone
- E-mail

The Chief Contracting and the S&P officer will be the sole point of contacts (unless it will be diverted otherwise by HQ NRDC-GR) between the contractor and the HQ NRDC-GR concerning official requests for services.

The exact needs for transportation of the next day, will be determined by the aforementioned personnel and forward directly to the contractor no later than (NLT) 12:30 one day before. For example for a need for transportation of D Day the exact needs will be determined and forward to the contractor NLT 12:30 D-1 Day.

3.3 DELIVERY OF REQUESTS FROM HQ NRDC-GR TO CONTRACTOR

The schedule for the transportation needs will be forward to the Contractor NLT 12:30 one day before, in order the last to be ready to make all the necessary preparations.

3.4 DELIVERY OF SERVICES FROM CONTRACTOR TO HQ NRDC-GR

The contractor should have ready, in good condition and on time the requested number of busses. The busses should arrive at "PEDION AREOS" camp, "PROKOPIDI" camp and the specified Hotels half an hour before the departure time.

Moreover, the contractor should provide HQ NRDC-GR a list with the busses (type and plate) and the drivers' names and keep informed NRDC-GR for any changes.

4. SANITARY AND SAFETY INSPECTION

The contractor should have the requested busses in good condition and according to Greek legislation. Moreover the contractor should accommodate any sanitary and safety inspection by quality control team of HQ NRDC-GR. In case of any dissatisfaction HQ NRDC-GR reserves the right to cancel the specific rout(s) and the contractor should replace the respective bus(es) within an hour of notice (mail, fax or phone call) at no cost for the HQ NRDC-GR.

5. SERVICES TO BE RENDERED

The estimated routes of busses, requested one day before and according to the needs, are depicted in ANNEX A. The provided services are for the days **from 04 Nov 2013 to 15 Nov 2013**. The estimated total number of routes is one hundred and sixty eight (168) and can be increased 20% or decreased 30%.

6. NEGOTIATION WITH SUBCONTRACTORS

The contractor binds itself to enter into contact with different contractors in order to attain fringe benefits to this HQ. This service will be performed at no cost to HQ NRDC-GR.

7. FINANCIAL AGREEMENTS

7.1 PRICE ADJUSTMENT

The prices offered by the contractor are specializing according to the offer provided by the bidder. In any case, the final price that the HQ NRDC-GR will pay, will be lower from the lowest price that is offered by anyone supplier that serves the particular asked aim.

The awarded price is € per route per bus.

The payment in every case will become in EUROS (€), after the receipt of the services and in any case no later than 20 days from the delivery of the above supplies, under the prerequisite that all the official data (invoices, etc) will be presented on time .

All the prices of offers should be **NON-VAT INCLUDED**. VAT exemption forms will be delivered to the supplier by the HQ NRDC-GR at his payment with responsibility of Purchasing and Contracting (P&C) Officer.

The cost of transport and other relevant costs overload the supplier.

7.2 SURETY BOND

The Contractor should deposit the amount of **four thousand euros (4.000€)** at an acknowledge Bank, as a surety bond for the services that the Contractor should provide to HQ NRDC-GR. The return of the surety bond will be in no later than ten (10) days after the expiration of the contract.

7.3 TERMINATION FOR DEFAULT

If the Contractor fails to make delivery of supplies or to perform the services within the time specified or any extension thereof, and does not rectify such failure within a period of 5 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Contracting Officer may terminate the whole or any part of the contract and/or decide to apply the penalty clause when such clause has been inserted in the contract.

In case of weakness of implementation of services from the award supplier the HQ NRDC-GR declares him deposed and imposes in total or disjunctive the following sanctions:

- Waiver from the award of the contract and from every right that arises from that.
- Collapse of guarantee of good implementation of the contract in favour the HQ NRDC-GR.
- Entrusting of competition or in the next bidder of competition, or with repetition of competition or even without competition, depending on the needs of the HQ NRDC-GR and with charge of the expenses to him, by any chance moreover difference of price, which is collected by those money that owes the HQ NRDC-GR.

The aforementioned measures are not applicable in cases of force majeure, which results in non-conformation with the provisions of this contract. The evidence for force majeure endorse the contractor. As force majeure suggestively mentioned the follow cases:

- General or partly strike which result in temporarily stop of the stoppage of the contractors business;
- Flood;
- Earthquake;
- War;
- Cut off of the electrical supply or malfunction of the machines that certified relevantly;
- Commercial transportation blockage (International Net);
- Commercial import blockage (Embargo).

7.4 TERMINATION FOR CONVENIENCE

The performance of this contract may be terminated whenever the Contracting Officer shall determine that such action is required. Contractor will be notified in writing (registered letter)

at least five (5) days prior to date of termination, at which time contract will be automatically cancelled. Contractor will immediately submit any outstanding invoices for supplies or services delivered and accepted prior to termination date for payment. Also the surety bond will be returned to the Contractor in no later than ten (10) days after the expiration of the contract. The Contractor is responsible to prepare an official letter to HQ NRDC-GR/ G8 Branch/P&C Section clearly stated that he has no other financial demand from HQ NRDC-GR.

8. DATE COMING INTO FORCE

This contract shall come into force on the day of final approval and signature of both parties. The duration of the contract is for the days **04 Nov 2013** to **15 Nov 2013**, in accordance with the routes program at ANNEX A, which is the final day of delivery of services and the day of termination of the contract.

In the witness of the above, the Parties have hereto set their signatures.

FOR THE HQ NRDC-GR

FOR THE CONTRACTOR

DATE:

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