

NRDC-GR HQ



FOOD PREPARATION AND PACKAGE CONTRACT

PART II

HQ NRDC-GR GENERAL PROVISIONS

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Preamble

The render of the service may not require all clauses of the HQ NRDC-GR 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 this contract.

1. Definitions

As used throughout this contract, the following terms shall have meanings as set forth below:

- a. "HQ NRDC-GR" means the NATO Rapid Deployable Corps Greece, located at Thessaloniki, Greece.
- b. Purchasing & Contracting Officer or Contracting Officer means the person executing and managing this contract on behalf of HQ NRDC-GR.
- c. Fund Manager (FM) means the staff person in charge of determining the needs of the NRDC-GR HQs needs concerning a specific financial chapter/item of the Shared Budget.
- d. The North Atlantic Treaty Organisation is hereafter referred to as "NATO".
- e. The term "days" shall be interpreted as meaning calendar days.

2. Applicable Law

This contract shall be governed, interpreted and construed in accordance with the laws of Greece. Claims can be rise according to the Greek law, to the judicial authorities of Thessaloniki.

3. Authority

Any modifications, including changes, additions or deletions and instructions under this contract shall not be binding unless issued in writing by the Contracting Officer.

4. Security

- a. The Contractor shall comply with all security requirements prescribed by HQ NRDC-GR and the National Security Authority or designated security agency of each NATO country in which the contract is performed.
- b. The Contractor shall be responsible for the safeguarding of NATO classified information, entrusted to him or generated by him in connection with the performance of the contract.

5. Inspection

- a. Unless otherwise specifically provided for in the specifications, the HQ Support designated Officer and Support Battalion Supply Officer will be the staff element with the authority to co-ordinate, survey and track the management of catering and supplies needs;
- b. In case of defective service or otherwise not in conformity with the requirements of

this contract, HQ NRDC-GR shall have the right either to reject it, or to require its correction or to accept it against reduction in price which is equitable under the circumstances.

- c. If any inspection or test is made by HQ NRDC-GR, the Contractor without additional charge shall provide all reasonable assistance to the HQ NRDC-GR representative.
- d. The inspection and test of the services by HQ NRDC-GR does not relieve the Contractor from any responsibility regarding the fulfilment of the contract requirements.

6. Notice of Shipment

At the time of delivery of any prepared food (lunch or dinner) to HQ NRDC-GR Camps of "P. AREOS", "LEVANTI" and "PROKOPIDI" the contractor should inform the HQ Support designated Officer and the Supply Officer of Support Battalion. Also Contractor should be able to provide, in case of emergency, emergency shipment to the aforementioned area, if needed.

7. Assignment of Claim

The Contractor will make no assignment of claim against HQ NRDC-GR without prior written information to the Contracting Officer and proper benevolent negotiation.

8. Health, Safety and Accident Prevention

The Contractor shall comply with the European Union, Greek Laws and Regulations on safety at work and with the Regulations in force with regard to health protection, safety and hygiene.

If the Contracting Officer notifies the Contractor in writing of any non-compliance in the performance of this Contract, with regard to safety and health rules and requirements prescribed by applicable national or local laws, ordinances and codes, and the Contractor fails to take immediate corrective action, then the Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to an adjustment of the Contract price or other reimbursement for resulting increased costs or losses.

At any time, NRDC-GR Safety Officer and Greek labor inspection authorities will be entitled to inspect any Contractor's activities in order to guarantee that this clause is enforced.

9. Employees

The Contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under this Contract; it shall strictly comply with all Greek Labor Laws, tariffs and social security and other regulations applicable to the employment of its personnel.

Privileges and Immunities extended to NRDC-GR personnel are an exclusive right and as such not transferable to the Contractor and its employees. This includes the right to access and use the facilities managed and/or operated by NRDC-GR's Community Services.

10. Insurance

The Contractor agrees to procure and maintain, without any cost to NRDC-GR, any workmen's compensation, employees' liability or other type of insurance required by Greek Law.

11. Termination for Convenience of HQ NRDC-GR

- a. HQ NRDC-GR may terminate the performance of work under this contract in accordance with this clause in whole, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of HQ 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.
- b. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall:
 - (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - (2) Place no further orders for services, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - (3) Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (4) Settle all liabilities and all claims arising out of such termination of orders, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
 - (5) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- c. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. 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 Contracting Officer 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.

12. Default

- a. HQ NRDC-GR may by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to perform the provision

specified in the part III to this contract, regarding the contractor liability to offer the appropriate services according to the data provided by the Supply Officer.

- b. Both parties are under duty of good faith. The contract includes not only the specific terms, but also law and customary practice applicable in the place where the contract is to be carried out and to the Type of Trade to which the contract relates.

13. Disputes

- a. All disputes arising out of the performance of this contract will be settled through amicable settlement between the Contracting Officer and the Contractor.
- b. 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 Greece, unless otherwise specified in this contract.

14. Preferred Customer

The Contractor warrants that the prices set forth in this contract are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing the services covered by the contract under similar conditions. In the event that prior to render the service under this contract 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 HQ NRDC-GR and the prices of such services shall be correspondingly reduced.

15. Prices

a. Unless otherwise indicated in the contract, all prices and allowances offered by the contractor and specified in Part III therein, are firm and fixed for the duration of the contract.

b. In case of new commercial pricing policy that may affect this contract, the contractor shall come up with a new financial proposal and deliver it to the Contracting Officer. A Contract Award Committee (CAC) will be held to assess the new proposal:

- (1) If the CAC approves the proposal, an extension to the contract will be drawn up by the Contracting Officer and issue to the contractor for its signature;
- (2) If the CAC doesn't approve the proposal, the contract will be concluded pursuant to clause 11 hereof.

16. 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-GR 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.

17. Authorisation to Perform

The Contractor warrants that he and his sub-contractors have been duly authorised to operate and do business in the country or countries in which this contract is to be performed; that he and his sub-contractors have obtained all necessary licenses and permits required in connection with the contract; that he and the sub-contractors will fully comply with all the laws, decrees, labour standards and regulations of such country or countries during the performance of this contract; and that no claim for additional moneys with respect to any authorisations to perform will be made upon HQ NRDC-GR.

18. Invoices

- a. Invoices shall be prepared and submitted in duplicate unless otherwise specified and shall contain: Supplies name, quantity, unit price according to the provided catalogue (exclusive of taxes or duties for which relief is available) and extended totals.
- b. All invoices shall be addressed to the Support Battalion Supply Officer, to the invoice address specified and for any services exclusively and separately.

19. Inconsistency between English Version and Translation of Contract

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

20. Order of Precedence

In the event of any inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a. The Special Provisions, and Technical Specifications
- b. The HQ NDC-GR General Provisions
- c. The laws and customary practices of Greece

It must also bear in mind that the bid offered by the contractor is a part of the contract.

21. Contractor Notice Regarding Delay

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, he shall immediately notify the Contracting Officer 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 HQ NRDC-GR of any delivery schedule or date, or of any rights or remedies provided by law or under this contract.

22. Payments

The term payment is used for supplies - services ordered by the Supply Officer.

- a. Payment for all services shall be made within 30 (thirty) calendar days after receipt of properly supported and acceptable invoices submitted upon completion of delivery, inspection and acceptance of the services covered herein and at HQ cashiers office.
- b. No payment shall be made with respect to services not rendered under this Contract.
- c. Payments might be made by electronic bank transfer to the account number specified by the contractor.

23. Contract Effective Date (CED)

The effective date of the contract is the date of the last signature by the contracting parties

24. Duration of the contract

This contract is intended for a total duration from **01 Dec 2014 to 12 Dec 2014** (included), which is the final day of delivery of services and the day of termination of the contract.

25. Contract Administration and Communications

- a. All notices and communications between the Contractor and HQ NRDC-GR regarding the provisions of this contract shall be written in English and, when addressed to the Contracting Officer, may be personally delivered, mailed, or copied to the following address:

**NRDC-GR
G8 Branch / Purchasing & Contracting Section
Attn: Chief Contracting
Maj (HE A) PETKOU Aikaterini
BST 903
Pedion Areos Camp, Greece
Tel: 2310-882685
FAX: 2310-882683**

All communications regarding the real performing of the contract will be addressed to the HQ Support designated officer and the Support Battalion Supply Officer to the same address specified above.

- b. Any discussion/negotiation between the Contractor and HQ NRDC-GR representatives shall be recorded in Minutes, which shall be signed by authorised representatives of both the Contractor and HQ NRDC-GR. All minutes are

considered to be a summary record of discussions and specific actions to be undertaken by the parties as a result of meetings. If the content of these minutes fall within the scope of the contract or specifications then no contract amendment action will be initiated by HQ NRDC-GR.

- c. If, however, it is considered by either party that certain discussions and decisions fall outside the scope of the contract, then this fact should be recorded at the time and contract amendments will be necessary prior to any action. In this respect it is stated that only the HQ NRDC-GR Contracting Officer shall give any changes or instructions, in writing, which are to be binding.

26. Changes

- a. The Contracting Officer may at any time, by a written order, make changes, within the general scope of this contract.
- b. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, a negotiated adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly.
- c. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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