

NRDC-GR HQ



CONTRACT RENTAL OF CIS EQUIPMENT DURING EXERCISE "GOKT-16"

PART II

GENERAL PROVISIONS

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Preamble

The rendering 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. The term "Prospective Bidder" shall refer to the person (individual or corporate) that has completed and returned the Enclosure of the transmittal letter of this IFB, and has indicated thereon its intention, without commitment, to participate in the bidding.
- b. The term "Bidder" shall refer to the bidding person (individual or corporate) that has submitted a bid in response to this IFB.
- c. The term "Contractor" shall refer to the bidder to whom the contract is awarded.
- d. The term "Contracting Officer" designates the official executing this invitation for bids on behalf of the NATO Rapid Deployable Corps Greece (NRDC-GR).
- e. The term "days" as used in this IFB shall, unless otherwise stated, be interpreted as meaning calendar days (weekends and holidays included).
- f. The term "NATO" shall refer to the North Atlantic Treaty Organization.
- g. The term "NRDC-GR" means the NATO Rapid Deployable Corps – Greece, located at Thessaloniki, Greece.

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 Contracting Officer and NRDC-GR/G6 representative will be the staff element with the authority to coordinate, survey and track the way the contractor is performing the services are to be rendered during the execution of this contract.

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/G6 representative.

d. The inspection and test of the services by HQ NRDC-GR/G6 does not relieve the Contractor from any responsibility regarding the fulfilment of the contract requirements.

6. Notice of Shipment

During the valid period of this Contract the Contractor should be able to provide a requested service related to this Contract within 24 hours.

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. All the employees of the Contractor should have the appropriate licenses, regarding the above mentioned Laws & Regulations. 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 HQ representative 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

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 letter of guarantee will be returned to the contractor in no later than five (5) days after the expiration of the contract. The receipt of the letter of guaranty is contractor's responsibility.

12. Termination for Default

a. If the Contractor fails to perform the services within the time specified or any extension thereof, and does not rectify such failure within a period of three (3) 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 for the collapse of part or overall amount of the Surety Bond (letter of guarantee).

b. In case of weakness, regarding the provision of services agreed, from the awarded supplier, HQ NRDC-GR declares him deposed and imposes in total or disjunctive the

following sanctions:

(1) Waiver from the award of the contract and from every right that arises from that.

(2) Collapse, part or overall amount, of Surety Bond (guarantee of good provision of services) of the contract in favour of HQ NRDC-GR.

(3) Entrusting of competition to the next bidder, or repetition of competition or even direct entrusting to another contractor without competition, depending on the needs of the HQ NRDC-GR. The charge of any additional expenses caused by possible increase of the agreed price in the new contract will be collected by the money that HQ NRDC-GR owes to him

c. 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” lies on the contractor. As force majeure suggestively mentioned the follow cases:

(1) General or partly strikes which result in temporarily stop of the stoppage of the contractor’s business.

(2) Flood.

(3) Earthquake.

(4) War

(5) Cut off of the electrical supply or malfunction of the machines that certified relevantly.

(6) Commercial transportation blockage (International Net).

(7) Commercial import blockage (Embargo).

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.

15. Prices

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.

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 Ministerial Decision of the Greek Minister of Finance 408/04 June 1993 and Article 15(10) of Directive 77/388/EEC, 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. 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.

19. 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 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.

20. 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.

21. Contract Effective Date (CED)

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

22. Duration of the contract

The duration of this contract is specified by the period starting from the date of the last signature by the contracting parties, until the date clearly stated in Part III "Special Provisions and Technical Specifications (SOW)", which is the final day of completion of services and the day of termination of the contract.

23. 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
G-8 Branch - Purchasing & Contracting Section
Attn: Chief Contracting
Cpt (HE A) FELLIAS Christos
Pedion Areos Camp
Leoforos Stratou 3
Postal Code: 54639
Tel: 2310-882685
FAX: 2310-882683**

All communications regarding the real performing of the contract will be addressed to NRDC-GR/G6 representative.

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.

24. 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.