

NRDC-GR HQ



**COMPATIBLE INK AND TONER SUPPLIES
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. ACOS G8 means the Financial Controller of HQ NRDC-GR.
- c. Purchasing & Contracting Officer or Contracting Officer means the person executing and managing this contract on behalf of HQ NRDC-GR.
- d. 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.
- e. The North Atlantic Treaty Organisation is hereafter referred to as "NATO".
- f. The term "days" shall be interpreted as meaning calendar days.

2. Applicable Law

Except as otherwise provided in this contract, this contract shall be governed, interpreted and construed in accordance with the laws of Hellenic Republic.

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 DOS Chief Staff Support (FM 01), SO Network Domain (FM 04), Chief Terrain/Geo Spt (FM 06) and the HQ Contracting Officer will be the staff element with the authority to coordinate, survey and track the management of the compatible ink and toner 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:

(1) to reject it

(2) to require its correction

(3) 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 Deliveries

At the time of delivery of any ink and toner supplies to NRDC-GR HQ, Camp "Pedion Areos" the contractor should inform the DOS Chief Staff Support (FM 01), SO Network Domain (FM 04) or Chief Terrain/Geo Spt (FM 06). Also Contractor should be able to provide, in case of emergency, emergency delivery to the area of exercise of

NRDC-GR HQ, in case of exercises in a distance of 100km of Thessaloniki.

7. Assignment of Claim

The Contractor will make no assignment of claim against HQ NRDC-GR without prior written authorisation from ACOS G8.

8. 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 up to which performance of work under the contract is valid 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 one month 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.

9. 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 this contract, regarding the contractor liability to offer the most financially beneficial procurement. In this case HQ NRDC-GR reserves the right to award a contract to the bidder that offered the next most financially beneficial proposal, provided that the proposal is still valid or the bidder agrees to the extension of its validity.

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.

10. 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. In case 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 Hellenic Republic, unless otherwise specified in this contract.

11. 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.

12. Prices

a. Unless otherwise indicated in the contract, all prices and allowances offered by the contractor and specified in Part II 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 contract will be concluded pursuant to clause 8 hereof and the bidding procedure will be repeated.

13. 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.

14. 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 credits with respect to any authorisations to perform will be made upon HQ NRDC-GR.

15. Invoices

a. Invoices shall be prepared, submitted and shall contain: Supplies name, quantity, unit price according to the price proposal (taxes or duties for which relief is available are excluded) and extended totals.

b. All invoices shall be addressed to the HQ NRDC-GR FM and to the invoice address.

16. 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 prevail.

17. Service Warranty

Notwithstanding inspection and acceptance by HQ NRDC-GR of supplies furnished under the contract, the Contractor warrants that for the period specified for each request of supplies furnished to the FM will be in place.

18. 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 NRDC-GR General Provisions
- c. The laws and customary practices of Greece

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

19. 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.

20. Payments

- a. The term payment is used for supplies requested by a Purchase Order.
- b. Payment for all official services shall be made within 30 (thirty) calendar days after receipt of the following paper documents:

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(1) Properly supported and acceptable **invoices** submitted upon completion of delivery, inspection and acceptance of the services covered herein.

(2) Valid **Insurance Clearance Certificate** [for payments over 3000€ (included)].

(3) Valid **Tax Clearance Certificate** [for payments over 1500€ (included)].

c. Payments should be made by the HQ's Disbursing officer through electronic bank transfer to the account number specified by the contractor.

d. No payment shall be made with respect to services not rendered under this Contract.

21. Contract Effective Date (CED)

The effective date of the contract is **10 Mar 2014**.

22. Duration of the contract.

a. This contract is intended for a total duration of 1 fiscal year (from **10 March 2014** up to 31 December 2014)

b. If termination must occur because of lack of funding, the Parties agree that the termination will not be treated as termination for the convenience of HQ NRDC-GR.

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
G8 Branch - Purchasing & Contracting Section
Attn: Chief Contracting
BST 903
Pedion Areos Camp, Greece

Tel: 2310-882685
FAX: 2310-882683

All communications regarding the real performing of the contract will be DOS Chief Staff Support (FM 01), SO Network Domain (FM 04) or Chief Terrain/Geo Spt (FM 06) 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.