

NRDC-GR HQ



**COMPATIBLE INK AND TONER SUPPLIES
CONTRACT**

PART III

***SPECIAL PROVISIONS AND TECHNICAL
SPECIFICATIONS***

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ENCLOSURES TO PART III:

- 1: Price List.

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PART III**SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS****1. PURPOSE OF THE CONTRACT**

The purpose of this contract is to establish a cooperation with a company which will provide to NRDC-GR HQ compatible ink and toner supplies.

2. HQ NRDC-GR AUTHORIZED COORDINATION AND INSPECTION AGENTS

a. For its direct official co-ordination and inspection requirements, HQ NRDC-GR designates the Contracting Officer, the DOS Chief Staff Support, Fund Manager (FM) 01, the SO Network Domain and Chief Terrain/Geo Spt (FM) 06 as the staff elements that have the authority to co-ordinate, survey and track the way the contractor is performing the service, regarding the supply of compatible ink and toner supplies.

b. They are warranted to have the right to check at any time, via internet or elsewhere, the data from the contractor concerning the prices of issued supplies. In any way the final price should be lower from any other company that provides similar supplies.

3. SUPPLY POLICY**a. ISSUE OF REQUEST**

The official needs in compatible ink and toner supplies of NRDC-GR HQ will be assembled by the Purchasing and Contracting (P&C) Officer and will be dispatched to the shop by **Purchase Order**.

b. SUPPLY REQUEST

The supply request will be through one of these means:

- Fax
- E-mail
- Personal delivery

The Contracting Officer, FM 01, FM 04 and FM 06 will be the point of contacts (unless it will be diverted otherwise by NRDC-GR HQ) between the contractor and the HQ NRDC-GR concerning official request for supplies.

c. DELIVERY OF SUPPLIES

The supplier shall deliver the supplies to Purchasing and Contracting

(P&C) Officer or to the (FM) 01, or to the (FM) 04, or to the (FM) 06 not later than five working days from the receipt of the request (the day of order is excluded), in the seat of NRDC-GR HQ Camp "Pedion Areos" and/or any other place in case of exercises at a distance of 100km around Thessaloniki.

4. SERVICE TO BE RENDERED

All compatible ink and toner supplies of NRDC-GR HQ, funded by Shared Budget of each Fiscal year.

NRDC-GR HQ reserves the right to buy compatible ink and toner supplies from another company if it has a lower value than the one offered by the contractor.

5. NEGOTIATION WITH SUPPLIERS

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

6. FINANCIAL AGREEMENTS

a. PRICES

(1) The Agreed Prices are as Enclosure 1 of this PART.

(2) In any case, the final price that the NRDC-GR HQ will pay, will be lower from the lowest price that is offered by any supplier that serves the particular asked aim.

b. PAYMENT INSTRUCTIONS

The following payment instructions should be followed:

(1) All payments will be in EURO (€).

(2) The payment shall be made by the Disbursing Officer of the HQ through bank transfer within 30 (thirty) calendar days after receipt of the following paper documents:

(a) Properly supported and acceptable invoices submitted upon completion of delivery, inspection and acceptance of the supplies covered herein.

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

(c) Valid **Tax Clearance Certificate** [for payments over 1500€

(included)].

(3) All the prices should be **NON-VAT INCLUDED**.

(4) During payment of each request a VAT exemption form will be given to the contractor, in order to verify the legitimacy of the NATO purpose of the requested supplies.

(5) **The cost of transport and other relevant costs overload the supplier.**

7. LETTER OF GUARANTEE

The Contractor should deposit the amount of **one thousand five hundred euros (1.500,00 €)** at an acknowledged Bank, as a performance letter of guarantee for the services which the Agency should provide to NRDC-GR HQ. The letter of guarantee will be handed over to NRDC-GR/G8 the day of signing the contract and returned upon completion of Contractor's liabilities, which must be completed no later than 15 days after the termination/expiration of the contract. The receipt of the letter of guarantee is the contractor's responsibility. Proposals that do not meet the letter of guarantee requirement are not considered for award.

8. QUALITY GUARANTEE

The contractor shall provide quality guarantee for all purchased products. In case of defective ink and toner or not proper functioning of the machine they are destined for, the contractor shall proceed to an immediate replacement of the product within two working days (the day of notice is included) or full refund of money paid. The cost of transport and other relevant costs overload the supplier.

9. TERMINATION FOR DEFAULT

a. 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 10 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.

b. The termination for default has the following measures:

(1) Deduction of the award of this contract and from any right resulted from this.

(2) Deduction of the performance guarantee of Para 7 in favour of NRDC-GR HQ

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” endorses the contractor. As force majeure suggestively mentioned the follow cases:

(1) General or partly strike which result in temporarily stop of the stoppage of the contractors 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).

10. 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 thirty (30) 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 ten (10) days after the expiration of the contract. The receipt of the letter of guaranty is contractor's responsibility.

11. DATE COMING INTO FORCE

This contract shall come into force on **10 Mar 2014**.

12. DURATION OF CONTRACT

From 10 March 2014 until 31 December 2014 (included).

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

FOR THE NRDC-GR HQ

FOR THE CONTRACTOR

DATE: