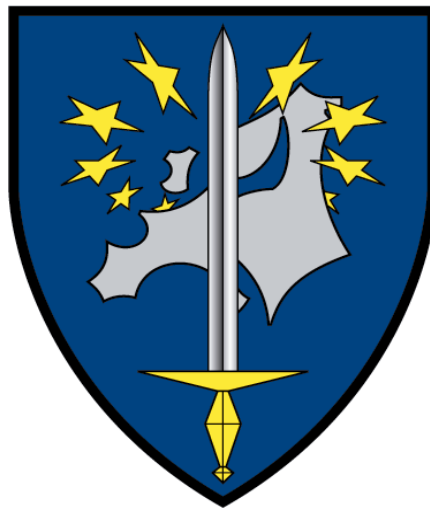


**EUROCORPS HEADQUARTERS STRASBOURG  
G8 BRANCH**

**PURCHASING & CONTRACTING SECTION**

**Quartier Aubert de Vincelles – BP 70082 - F67020 Strasbourg CEDEX - FRANCE**



**Tents Air Conditioners Maintenance**

**Administrative Clauses  
General Provisions**

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## 1. DEFINITIONS

As used throughout the contract, the following terms shall have the meaning set forth below:

- a. **EC HQ:** the legal entity awarding the Contract.
- b. **S Vendor:** The legal entity (firm or person) to whom the contract is awarded and on whose behalf duly authorised persons shall execute it.
- c. **Holder:** Juridical Organization (Society or Particular) to whom the contract is awarded.
- d. **Contracting Authority:** For the purposes of this Contract the term Contracting Authority shall mean the Commander of the HQ EC. Financial Controller may act, in case, on behalf of the Commander of the Eurocorps.
- e. **Contract:** "Contract" shall mean the agreement concluded between the Purchaser and Contractor, duly signed by both parties.
- f. **Sub-contractor:** "Sub-contractor" shall mean any person or firms directly or indirectly under sub-contract.
- g. **Sub-contract:** "Sub-contract" shall mean any agreement, contract, sub-contract or purchase order made by the Contractor with any other party in order to fulfil any part of this contract.
- h. **Country of Origin:** the home country of a Vendor or Sub-Contractor.
- i. **Work:** Any tangible thing furnished or any service performed by the Contractor under the terms of this contract.
- j. **EDC:** Effective Date of Contract: The date upon which this contract is deemed to start. Unless otherwise specified a Contract enters into force on the date of the last signature of the Contract by the parties.
- k. **Days:** shall be interpreted as meaning calendar days.
- l. **"Contracting Officer"** means the person executing and managing this contract on behalf of EC HQ. Only duly assigned.

## 2. APPLICABLE LAW

- a. Except as otherwise provided in this Contract, this Contract shall be governed, by French jurisdiction.
- b. It is the Vendor's responsibility, without expense to the EC HQ, to obtain and keep valid the necessary permits and/or licences to comply with national codes, laws and regulations or local rules and practices of the Nation with respect to the execution of the works carried out under this Contract.
- c. The Vendor shall observe safety and security regulations in force at EC HQ.

## 3. AUTHORITY

- a. Any contractual instruments and changes, including modifications, additions or deletions, as well as interpretation and instructions under this Contract which are to be contractually binding shall be issued in writing and signed only by the Contracting Parties.
- b. The entire agreement between the contracting parties is contained in this Contract and is not affected by any oral understanding or representation whether made previous to or subsequent to this Contract.
- c. The Vendor certifies that he has read, fully understands and unreservedly accepts all terms and conditions, specifications, plans, drawings and other documents, which are relevant to the Contract.
- d. The Vendor shall not accept any instructions issued by any person employed by EC HQ or otherwise, other than by the Contracting Authority and only in writing.

## 4. RESPONSIBILITY

- a. The Vendor shall be responsible for the execution of all terms of this Contract. It may not delegate its rights or transfer its obligations without the prior permission of the Contracting Officer.

## 5. DURATION OF THE CONTRACT

- a. The duration of this Contract is stated in the ANNEX A – Technical Requirements.
- b. EC HQ may terminate this Contract immediately without compensation or advance notice if it is unable by reason of Force Majeure to perform its obligations under this Contract.

**6. TITLE AND RISK OF LOSS**

- a. Unless this Contract specifically provides for earlier passage of title, title to supplies covered by this Contract shall pass to the Purchaser upon acceptance as specified in the Contract, regardless of when or where EC HQ takes physical possession.
- b. Unless the Contract specifically provides otherwise, risk of loss or damage to supplies covered by this Contract shall remain with the Vendor until, and shall pass to EC HQ upon:
- (1) Delivery of supplies as specified in accordance with the Contract; or
  - (2) Acceptance by EC HQ or receipt of the supplies by the Purchaser at the destination specified in the Contract, whichever is the later.
- c. Notwithstanding b. above, the risk of loss or damage to supplies, which fail to conform to the requirements of the contract shall remain with the Contractor until cure or acceptance, at which time b. above shall apply.
- d. Notwithstanding b. above the Contractor shall not be liable for the loss of or damage to supplies caused by the negligence of officers, agents or employees of EC HQ acting within the scope of their employment under the terms and conditions of this Contract.

**7. CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES**

- a. The term "EC HQ Facilities" as used in this clause shall be deemed to include sites, property, utilities.
- b. HQ EC shall provide such available administrative and technical support as necessary. The Contractor shall have no claim against the Purchaser for any additional cost or delay occasioned by the closure for holidays, or other reasons, where this is made known to the Contractor by the Purchaser or his authorised representatives.
- c. Notwithstanding the provisions of the "Title and Risk of Loss" Clause above, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the negligence of the Contractor, or by the negligence of his servants, agents or sub-contractors, arising from his or their presence, on Purchaser Facilities in connection with the Contract.

**8. EMPLOYEES**

The Vendor 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 National Labor Laws, tariffs and social security and other regulations applicable to the employment of its personnel.

**9. INDEPENDENT CONTRACTOR**

- a. The Personnel provided by the Vendor are at any time employees of the EC HQ.
- b. The EC HQ will not give any directives to the Vendor's personnel for any matters under this Contract other than safety and security instructions.
- c. The legal relationship resulting from the contract of employment between the Vendor and his personnel shall not be affected by the present Contract. Links of guidance and control remain within the Vendor's authority.

**10. INDEMNIFICATION**

- a. The Vendor shall at all times hold EC HQ, its agents, representatives and employees harmless from any and all suits, claims, charges and expenses which arise from acts or omissions of the Vendor, its agents, representatives, employees or Sub-contractors.
- b. The Vendor shall pay compensation for all damage occurring to any EC HQ property, facilities and utilities, occasioned by the Vendor, its agents, representatives, employees or Sub-contractors, arising from its or their presence on EC HQ premises in connection with the Contract.

**11. PRICES**

- a. Unless otherwise indicated in the contract, all prices are firm and fixed.

b. Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorised in writing by the Contracting Officer.

## 12. TAXES AND DUTIES

a. The Vendor shall be liable for all taxes, assessments, fees, licences, administrative charges or other Government assessments or charges, which are applicable to the performance of this contract. It is the Vendor's responsibility to inform himself of his liability in each country where such liability may arise.

## 13. PAYMENTS

a. Payments for all supplies and services shall be made when properly supported by and acceptable invoices submitted upon completion of each works, specifically ordered by task order, followed by inspection and acceptance.

b. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under this Contract.

c. Payment will be effected in the currency or currencies of the Contract and the Contractor shall bear all related charges.

d. EC HQ shall not bear any cost related to financial guarantees, which the Contractor is required to provide under this Contract.

## 14. PREFERRED CUSTOMER

a. The Vendor warrants that the prices set forth in this Contract, and appendices thereto, are as favourable as those extended to any Government, Agency, Company, Organisation or individual purchasing or handling like quantities of services, equipment and/or parts covered by the Contract under similar conditions. In the event that prior to complete the service under this Contract the Vendor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify the Purchaser and the prices of such items shall be correspondingly reduced by a supplement to this Contract.

b. Price in this sense means "Base Price" prior to applying any bonus; export tax reduction, turnover tax exemptions and other reductions based on National Policies.

## 15. INVOICES

a. Invoices in respect of any supplies or services shall be prepared and submitted at the time and in the manner specified by the HQ EC and shall contain: contract number, order number (if any), item number (as defined in the Contract), contract description of supplies or services, sizes, quantities, unit prices, and extended totals (inclusive of taxes and duties for which relief is available). Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.

b. In addition, where appropriate, documentary evidence of acceptance (as defined in the Contract) including copies of Certificates of Conformity shall be submitted together with each invoice.

## 16. AUTHORISATION TO PERFORM

The Vendor warrants that he and his sub-contractors are 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 or will obtain all necessary licences and permits required in connection with the Contract; that he and his sub-contractors are responsible for ascertaining and complying with all the national and local laws, decrees, labour standards and regulations of such country or countries, including any EC HQ regulations, during the performance of this Contract; and that no claim for additional monies with respect to any authorisations to perform will be made upon HQ EC.

## 17. ACCEPTANCE

Acceptance or rejection of the supplies or works shall be made as promptly as practicable as and in any case not later than 1 month after delivery or completion, except as otherwise provided in this contract.

Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the Contract. It is the action by which EC HQ acknowledges that the Vendor has fully demonstrated that the deliveries or works are complete and operational. The formal acceptance will take place when the following requirements have been met:

- Availability at final destination of all deliverables or completion of all the works.
- Satisfactory completion of all training or other services, if any, required by that date.
- Agreement between the Contracting Officer and the Vendor on a discrepancy list (if necessary) and corresponding clearance dates.

b. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final

## **18. WARRANTY**

Notwithstanding inspection and acceptance by EC HQ of work performed under the contract or any provision of this contract concerning the conclusiveness thereof, the Vendor warrants that for a period of six (6) months following the date of acceptance all work performed under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract.

The Contracting Officer shall give written notice to the Vendor of any breach of the warranties in the first paragraph of this clause within thirty days (30) after discovery of any defect.

Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "DISPUTES" clause of this contract.

The rights and remedies of EC HQ provided in this clause are in addition to and do not limit any rights afforded to EC HQ by any other clause of the contract.

## **19. TRANSFER AND SUB-LETTING**

a. The Vendor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the previous consent in writing of the Purchaser.

## **20. SUB-CONTRACTS**

The Vendor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full. The contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, being such approval pending the presentation of the same documentation, related to sub-contractors personnel to be employed at EC HQ, as stated in the Clause titled "EMPLOYEES" herein.

## **21. CONTRACTOR NOTICE OF DELAY**

a. In the event the Vendor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the Contract delivery schedule or date or to get the equipment ready to start work for whatever reason, including actual or potential labour disputes, he shall immediately notify the Purchaser's Contracting Authority in writing, giving pertinent details. This data shall be deemed to be information only in character and this provision shall not be construed as a waiver by the Purchaser of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.

b. When such delay has been caused by the occurrence of any cause constituting Force Majeure and as soon as possible, the Contractor shall give notice and full particulars in writing to the Contracting Officer of such occurrence, as well as its claim for a reasonable extension in time for completion of its obligations under this Contract. If the Contractor, in despite of that extension, remains unable by reason of Force Majeure to perform its obligations and meet its responsibilities under this Contract, EC HQ has the right to suspend or terminate this Contract on the same terms and conditions as are provided for in the clause titled "DEFAULT" herein.

**22. DEFAULT**

a. The HQ EC may, subject to the provisions of paragraph c. below, by written notice of default to the Vendor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Vendor fails to make delivery of the supplies or to perform the services within the conditions established in this contract, in the attached SOW.

(2) If the Vendor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms,

b. In the event the HQ EC terminates this contract in whole or in part, as provided in paragraph a. of this clause, the HQ EC may procure, upon such terms and in such manner as the HQ EC may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the HQ EC for any excess costs for such similar supplies or services; however, the Vendor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of sub-contractors, the Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes of force majeure.

d. The rights and remedies of the HQ EC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**23. HQ EC DELAY OF WORK**

a. If the performance of all or any part of the work needed to get the equipment operational is delayed or interrupted by an act of HQ EC in the administration of this Contract, which act is not expressly or implicitly authorised by this Contract, or by his failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the Contract modified in writing accordingly.

b. No claim under this clause shall be allowed for any delay resulting from restriction of access to EC HQ.

**24. DELAY PENALTIES.**

In case of none respecting the relevant periods of performance the holder will incur without being previous warning to delay penalties.

Types to estimate the penalty:

$P = V \times R / 1000$  Where:

P = le amount of the penalty

V = the value performance through which the penalty is estimated.

R = the number of delayed days.

The vendor is not obliged to pay when the amount of money is less than 430 € VAT excluded

**25. PREMATURE TERMINATION**

a. Either party shall be entitled to terminate the agreement immediately by registered letter in the event that the other party shall act contrary to the provisions of this agreement and if such activities are not ended within fourteen days after receipt of the registered letter in which the terminating party indicates the conflict between these activities and the provisions of this agreement. In case EC HQ enforces this article, Article 22 – Default applies also.

b. In the event that this Headquarters is dissolved or transferred to another location, this agreement will be terminated completely by notification through registered Vendor a minimum 3 months advance notice. In this event, EC HQ shall not be liable for any costs, to include, but not limited to, loss of profit, revenue, etc., associated with this termination.

c. Upon termination or ending this agreement in consequence of the reasons specified above, the payment obligations already created shall remain in force, unless specified above.

- d. Upon the non acceptance of the service stated in Part I of the contract. After 30 days of the reception of the official letter, without giving a termination to the non acceptance of the service, the contract may be cancelled after the first year period of the contract without any compensation.
- e. In case of covenants that include changes that may suppose a sensible different prize as was foreseen initially the contract may be cancelled after the first year period of the contract.
- f. In case of subcontracting without prior being approved by HQ EC.
- g. All the same, in the case of transfer the contract to any other company without the approval of HQ EC.
- h. In those cases when penalties related HQ EC security of facilities and concerning the access to HQ EC compound may occur.
- i. In the case the holder does not give every 6 months till the conclusion of the contract the documentation given in Art R.324 – 4 or R. 324 – 7 foreseen in the French “Code du Travail”

## 26. DISPUTES AND ARBITRATION

The parties agree to attempt to resolve all disputes arising from the execution of this Agreement by amicable resolution by entering the Claims Commission to be chaired by the Financial Controller of the EC HQ.

The Vendor will have 5 days after the notification of the decision to submit his observations to this commission and challenge this decision.

EC HQ will have 15 calendar days to respond to the owner's challenge. Pending the final decision of a dispute, the Vendor shall diligently pursue the performance of the Contract, unless expressly authorized otherwise by the HQ EC.

## 27. CLAIMS

Any dispute, inconvenience or claim that may arise concerning this contract or any breach will be resolved by the "Competent French Court in Strasbourg" unless otherwise specified in this Agreement and unless it is resolved amicably by Commission Claims.

## 28. RELEASE OF INFORMATION

a. Except as otherwise specified elsewhere in the Contract, and to the extent that it is demonstratively unavoidable and without prejudice to the "Security" Clause of the General Provisions, the Vendor or his employees shall not, without prior authorisation from the Purchaser, release any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.

## 29. LANGUAGE

- a. In the event of any inconsistency between the original English text of this Contract and any translation into another language, the original English text will govern.
- b. All written correspondence and reports provided by the Vendor shall be, as a minimum, in English. Nevertheless the origin language of the Vendor may be applied.

## 30. SECURITY

a. The Vendor shall comply with all security measures as are prescribed by the HQ EC and the National Security Authority or designated security Agency of each of the EC HQ Framework Nations in which the contract is being performed. He shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.

b. In particular the Vendor undertakes to:

- (1) Appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the HQ EC on request.



- (2) Maintain, preferably through the official responsible for security measures, a continuing relationship with the National Security Authority or designated security agency charged with ensuring that all classified information involved in the Contract is properly safeguarded.
- (3) Abstain from copying by any means, without the authorisation of the HQ EC, the National Security Authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him.
- (4) Furnish, on request, information to the National Security Authority or designated security agency pertaining to all persons who will be required to have access to classified information.
- (5) Maintain at the work site a current record of his employees at the site who have been cleared for access to classified information. The record should show the date and level of clearance.
- (6) Deny access to classified information to any person other than those persons authorised to have such access by the National Security Authority or designated security agency.
- (7) Limit the dissemination of classified information to the smallest number of persons as is consistent with the proper execution of the contract.
- (8) Comply with any request from the National Security Authority or designated security agency that persons entrusted with classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other nations comprising EC HQ in which they may have access to classified information.
- (9) Report to the National Security Authority or designated Security Agency any breaches or suspected breaches of security, suspected sabotage, or other matters of security significance which would include any changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the National Security Authority or designated Security Agency, e.g. reports on the holdings of classified information.
- (10) Apply to the HQ EC for approval before sub-contracting any part of the work, if the sub-contract would involve the sub-contractor in access to classified information, and to place the sub-contractor under appropriate security obligations no less stringent than those applied to his own contract.
- (11) Undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the HQ EC or his authorised representative, any classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the HQ EC. Such classified information will be returned at such time as the HQ EC or his authorised representative may direct.
- (12) Classify any produced document with the highest classification of the classified information disclosed in that document.
- (13) The Vendor ensures that its employees are informed that they may be searched when they enter or leave EC HQ premises.
- (14) The Vendor shall place the sub-contractor, if any, under security obligations no less stringent than those applied to its own contract.
- (15) The Vendor undertakes to provide EC HQ Security Office with an information sheet on all its employees, before they take up their duties, using the form provided by that Office.
- (16) The Vendor accepts to terminate immediately the duties at EC HQ of any employee whose presence is deemed undesirable by EC HQ on the same day that such notification is given by the Contracting Officer or EC HQ Security Officer, without EC HQ being required to state the reasons. Furthermore, in no case EC HQ may be held responsible for the consequences of such a decision.

### **31. EC HQ REGULATIONS**

- a. The whole Purchasing and Contracting procedure applicable is defined by EC HQ Budget and Financial Regulations (BFR).
- b. The Vendor shall comply with the applicable provisions of EC HQ regulations and directives as communicated to it by the Contracting Officer.

**32. CORRUPTION AND ILLICIT GRATUITIES**

- a. The Vendor certifies that neither it nor its agents or representatives have offered or given any gratuity whatsoever to any EC HQ personnel, with a view to securing a contract or favorable treatment with regard to the award, modification or execution of this Contract.
- b. EC HQ may, by registered letter, terminate this Contract without notice if it is found, after an investigation instituted by EC HQ, that gratuities (in the form of entertainment, gifts or others) were offered or given by the Vendor to EC HQ personnel with respect to the award of this Contract or to the taking of any decision regarding its execution

**33. CONTRACT ADMINISTRATIONS AND COMMUNICATIONS**

The Vendor shall direct all inquiries, notices and communications regarding this Contract to the Contracting Officer, which may be personally delivered, mailed, or copied to the following address:

QUARTIER GENERAL DU CORPS EUROPEEN  
 BUREAU G8 / P&C  
 BP 70082  
 67020 STRASBOURG  
 FRANCE

Telephone: +33 (0)3 88 43 23 54 - +33 (0)3 88 432095  
 Facsimile: +33 (0)3 88 43 23 89  
 e-mail: g8-contract@eurocorps.org

All inquiries, notices and communications between the Vendor and EC HQ shall be written in English. Nevertheless French language may be used. And in all correspondence the Contract number shall be mentioned.

**34. ORDER OF PRECEDENCE**

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

- (a) Primo: The Contract himself
- (b) Secundo: Specific technical clauses/technical specifications/ Declaration of work to be carried out
- (c) Tertio: The 2<sup>nd</sup> Part of this Contract (General Provisions – Administrative clauses)
- (d) Quarto: The Supplier’s quotation
- (e) Ultimo: Any other documents which are part of this Agreement.

The above documents form entire part of the contract.

**35. CONTRACT EFFECTIVE DATE**

The effective date of the Contract is the date of last signature by the Parties, or a specific date set forth in the Contract.

Commander of Eurocorps Headquarters  
 Lieutenant General (GER)  
 Jürgen WEIGT  
 By order,

Company representative

In Strasbourg, the

Place :  
 Date :

