



# HEADQUARTERS EUROCORPS

Quartier Aubert de Vincelles

BP 70082

F – 67020 Strasbourg Cedex

20<sup>th</sup> of May 2019

G8 P&C

TO: SALES DEPARTMENT

**SUBJECT:** Rules and procedures for Invitation for Bidding for Tents Air Conditioners Maintenance

## TENTS AIR CONDITIONERS MAINTENANCE

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## 1. GENERAL

The purpose of this Invitation for Bidding (IFB) is to find a suitable contractor to provide a service of maintenance for Tents Air Conditioners for a maximum budget of € 118,000.00 (including taxes). The said amount is just an estimate and is not guaranteed to the contractor.

At the time of bidding, Bidders must be legally authorised to operate this kind of enterprise in France and comply with the requirements mentioned in this bid.

Headquarters Eurocorps Strasbourg (hereinafter referred to as HQ EC or the Purchaser), invites firm fixed price bids for the aforementioned service (hereinafter referred to as 'Work' or services).

This bid will be the subject of a public bid opening.

The evaluation committee will make its decision on evaluating the offers as described in the Bidder's proposal.

The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.

The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in Paragraph 11 entitled "Bidders' Conference".

The Bidder must provide an offer for all items described in Technical Specifications (excepted if clearly defined as optional).

## 2. DEFINITIONS

- a) The term "**Prospective Bidder**" shall refer to the entity 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 IFB shall refer the Invitation for bidding
- c) The term "**Bidder**" shall refer to the bidding entity that has submitted a bid in response to this IFB.
- d) The term "**Contractor**" shall refer to the bidder to whom the contract is awarded.
- e) The term "**Contracting Officer**" designates the official executing this IFB on behalf of the **HQ EC**.
- f) The term "**days**" as used in this bid shall, unless otherwise stated, be interpreted as meaning calendar days.
- g) The term "**HQ EC ST**" shall refer to the Headquarters Eurocorps Strasbourg.
- h) The term "**SOW**" shall refer to Statement Of Work.

## 3. AMENDMENT OR CANCELLATION OF BID

HQ EC ST reserves the right to amend or delete any one or more of the terms, conditions or provisions of the bid prior to the date set for the bid closing. An amendment or amendments to this bid will announce such action should it be necessary.

HQ EC ST reserves the right to cancel, at any time, this bid partially or in its entirety. No legal liability on the part of bid for payment of any sort shall arise and in no event will a

cause of action lie with any bidder for the recovery of any costs incurred in connection with preparing or submitting a bid in response hereto. All efforts initiated or undertaken by the bidder shall be done in consideration and acceptance of this fact. If this bid is cancelled prior to the bid opening, the bids already received will be returned un-opened to the senders upon their request.

#### **4. EXTENSION OF BID CLOSING DATE**

Any bidder may request the HQ EC ST Contracting Officer for an extension of the bid closing date. However, the request must reach the Contracting Officer, in writing (e-mail is acceptable), not later than 14 calendar days prior to the bid closing date and must include a strong justification for the request. The HQ EC ST Contracting Officer may, at his/her own discretion, grant an extension of the bid closing date.

#### **5. COMPLIANCE STATEMENT**

Bidders' bids must be based on maximum compliance with the terms, conditions, and requirements of the bid and its future clarifications and/or amendments. The bidder may not offer variations in specific implementation and operational details.

#### **6. DURATION OF THE CONTRACT**

To be defined by candidates in his offer. Schedule and timelines will be set during contract award.

#### **7. PRICE SETTING MODALITIES**

##### **7.1 Price content**

For all requested service, the holder of the contract is in charge of the execution of the missions detailed in the Technical Specifications (Annex A).

Offered price must include travel cost, accommodation, per-diem and any personal fee.

##### **7.2 Price lay out**

All bidders must offer for the service according to the compulsory technical specifications given in the Technical Specifications (Annex A).

#### **8. BID STRUCTURE, CONTENTS AND SUBMISSION**

##### **8.1 Bid Structure**

Bidders shall submit their bids in one envelope which shall contain the documents specified in Section 8.2 "Bid Content", and shall be duly sealed and identified with the following markings:

- Name and address of the Bidder.
- The words "*SEALED BID*"
- The bid number attributed to this bid (here: Tents Air Conditioners Maintenance)

This envelope shall be placed in an outer container/envelope suitable for mailing or shipping and marked with the Purchaser's address. The following legend shall be printed on each side of the container/envelope:

*“Invitation for Bidding For Tents Air Conditioners Maintenance  
TO BE OPENED BY CONTRACT AWARD COMMITTEE”*

## **8.2 Bid Contents**

The Bidder shall provide

- a. Certificate of Legal Name of Bidder – Annex B
  - Customer Point of Contact (POC) for verification purposes, specifying name, telephone, and fax.
- b. Documentary evidence of the required level of experience in the requested services. This evidence shall be based on completed or on-going contracts and shall consist of a List of Performance data of at least one (1) contract substantially similar in scope to the requirements described in this solicitation. The list must specify for each contract the following details:
  - Client data
  - Reference of the contract (if any)
  - Description of the service
- c. The Bidder shall provide a declaration of compliance with its National fiscal obligations and statutory social security contributions.
- d. The bidder shall furnish with a Declaration that the company is not involved in bankrupt or being wound up.
- e. The bidder shall furnish with a Declaration that the company has not been the subject of a judgement which has the force of res Judicata for fraud or corruption.
- f. The bidder shall provide his NATO certificate (if any)
- g. Technical specifications according with SOW, optional equipment, and service/maintenance with the relevant signature by the representative authorised by the firm.
- h. General provisions / Administrative clauses / Contract project (enclosed in this IFB )
- i. Price proposal attached to the IFB. Bidders must be aware that partial bidding is not authorised.

## **8.3 Bid submission**

Bids may be submitted by post mail.

All Bids shall be sent to the Purchaser at the address given before the

**21<sup>st</sup> of June 2019, 12:00 hrs (Paris time - post office hour evidence)**

At which time and date bidding shall be closed.

Bids shall be delivered or mailed to the following address:

QUARTIER GENERAL DU CORPS EUROPEEN  
G8 – P&C  
BP 70082

67020 STRASBOURG CEDEX – FRANCE

Bids submitted by electronic transmission are not permitted and will not be considered.

## **9. BIDDERS' CONFERENCE**

Bidders must seek any clarification as soon as possible. Such requests for clarification must be submitted to the HQ EC Contracting Officer in writing (e-mail is preferable), not later than 10 calendar days prior to the bid closing date. Where a bidder requests clarification, the Contracting Officer will send the clarification to all eligible bidders or organize a Bidder's Conference (Visit Site) after which all questions and answers are formally incorporated into the Bid.

## **10. RESTRICTION ON DISCLOSURE AND USE OF DATA**

Bidders that include in their bids data that they do not want disclosed to the public for any purpose, or used by HQ EC except for evaluation purposes must:

### **(1) Mark the title page with the following legend:**

*This bid includes data that shall not be disclosed outside HQ EC and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this bid. If, however, a contract is awarded to this Bidder as a result of -- or in connection with - the submission of this data, HQ EC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit HQ EC right to use information contained in this data if it is obtained from another source without restriction.*

### **(2) Mark each sheet of data it wishes to restrict with the following legend:**

*Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid.*

## **11. LATE BIDS**

Bids that are delivered to the Purchaser more than seven (7) days after the specified time and date set above in § 8.3 for Bid Closing are "late bids" and shall not be considered for award. Such bids will be returned unopened to the Bidder at the Bidder's expense. Nevertheless, a proof of mailing can be taken into account.

## **12. MODIFICATIONS AND WITHDRAWAL OF BIDS**

Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.

A Bidder may withdraw his bid at any time prior to the Bid Closing Date. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.

## **13. BID VALIDITY**

- a. Bidders shall be bound by the term of their bids for a period of four (4) months starting from the Bid Closing Date specified at Section 8.3 above.
- b. The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity.
- c. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
  - (1) Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and Certificate of Bid Validity extended accordingly; or
  - (2) Refuse this extension of time and withdraw the bid.
- d. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request

## **14. BID EVALUATION**

### **14.1 General**

- a. The evaluation of Bids and the determination as to the responsiveness and technical adequacy of the services, products and materials offered shall be the responsibility of HQ EC ST and shall be based on information provided by bidders. HQ EC ST will not be responsible for searching, locating or confirming any information, which is not clearly identified and available in the bid. HQ EC ST may waive informalities and minor irregularities in bids received.

During the evaluation, the Purchaser may request clarification of the Bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price proposal at any time.

### **14.2 Administrative Compliance**

Prior to the commencement of the Technical Evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFB. These are as follows:

- a. The Bid was received by the Bid Closing Date and Time
- b. The Bid is complete, i.e. contains a complete price and technical proposal
- c. The Bidder has submitted originally signed copies of all the required Certificates.

A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser. Purchasing & Contracting Section

### **14.3 Evaluation**

Bids will be evaluated under the following factors:

GENERAL DOCUMENTATION: pass or fail

Serial	Criteria	Weight
1	Knowledge and experience of the material <i>(give explanations and example in your offer)</i>	10 %
2	Offer precision – capability to give providers origin parts	10 %
3	Capability to detect and deal with obsolete references and find adaptable compatible parts	10 %
4	Price	70 %

- The selection criteria 1-3 will be valued Very High (10), High (7,5), Acceptable (5), Weak (2,5) and None (0)

- The selection criteria 4 (price) will be valued regarding the following formula:

$[\text{price mark}] = [\text{lowest price of all bids}] / [\text{bidder's price}] \times 70$

The evaluation of bids will be conducted as follows:

a. Assessment of compliance with the bidding, contractual and technical provisions / specifications.

b. Identification of lowest bidder or bidders.

The Purchaser, in any moment of the evaluation process, may request further information in order to get fully justification about the technical proposal presented by the tender and the tender accept to provide all the requested information. In case the information is not provided or is not satisfactory HQ EC ST reserves the right to discard the offer presented.

## 15. AWARD

a. HQ EC ST Contract Award Committee (CAC) will award the contract to the Bidder whose conforming proposal represents “the best value for money” procedure to HQ EC ST, and demonstrates that the Bidder can fully accomplish IFB requirements.

b. HQ EC ST reserves the right to request the contractor to provide fully justification about the element and the criteria used in order to determine if the proposed price could be accepted.

c. A written award or acceptance of bid mailed or otherwise furnished to the successful Bidder(s) within the time specified in the bid shall result in a binding contract without further action by either party.

d. A letter or an e-mail will be sent to the candidates who have not won the invitation for bidding.

e. Candidates have 5 days to contest CAC decision by letter or e-mail.

## 16. POINTS OF CONTACT

The Purchaser point of contact for all information concerning this IFB is:

M. Michaël Wahl	Purchaser	03 88 43 29 69	<a href="mailto:wahl.m@eurocorps.org">wahl.m@eurocorps.org</a>
If “out of office”	Purchaser	03 88 43 29 79	<a href="mailto:G8-contract@eurocorps.org">G8-contract@eurocorps.org</a>

*///ORIGINAL SIGNED///*

Purchasing and Contracting Section Chief  
G8 P&C  
HQ EC Strasbourg



**ANNEX B  
CERTIFICATE OF LEGAL NAME OF BIDDER**

This Bid is prepared and submitted on behalf of the legal corporate entity specified below:

FULL NAME OF CORPORATION: \_\_\_\_\_

DIVISION (IF APPLICABLE): \_\_\_\_\_

SUB DIVISION (IF APPLICABLE): \_\_\_\_\_

OFFICIAL MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TELEFAX NO: \_\_\_\_\_

POINT OF CONTACT  
REGARDING THIS BID:

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

ALTERNATIVE POINT OF  
CONTACT:

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORISED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY