



**HEADQUARTERS EUROCORPS**  
**Quartier Aubert de Vincelles**  
**BP 70082**  
**67020 STRASBOURG CEDEX**

**PROJECT OF**  
**CONTRACT FOR**  
**Tents Air Conditioners Maintenance**

**Between**

– **EUROCORPS HEADQUARTERS**, located in Strasbourg (France), hereafter known as “**EC HQ**”, on the one hand,

and

– Company \_\_\_\_\_ located in \_\_\_\_\_ hereafter known as “**the Supplier**”, on the other hand.

– HQ EC and the Supplier being hereafter collectively referred to as “**the Parties**”,

– Given their joint agreement,

– Given the following terms and conditions

the following agreement is made:

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**1. Documents comprising the Contract**

1.1. This document (hereafter referred to as “the Page of Signatures” or “Part II”), all of its parts and annexes and the documents stipulated hereafter comprise the Agreement between the Parties, hereafter referred to as “the Contract” or “the Agreement”:

- (a) EC HQ STRASBOURG INVITATION FOR BIDDING FOR “Tents Air Conditioners Maintenance”, dated 20/05/2019 together with its tender documents
- (b) Supplier’s quotation dated / /2019
- (c) HQ EC STRASBOURG Notification of tender award, dated / /2019

1.2. The Page of Signatures includes the following annexes:

- (a) Technical specifications

1.3. In the event of contradictory or inconsistent provisions between the various documents comprising this contract, the following order of priority will be observed:

- (a) Primo: This 1<sup>st</sup> Part
- (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)
- (d) Quarto: The Supplier’s quotation
- (e) Ultimo: Any other documents which are part of this Agreement.

**2. Scope**

This Agreement is a fixed-term contract for the provision of Maintenance for Tents Air Conditioners. The Supplier undertakes to provide the service, the labour, expertise and supervision required for the successful provision of the services laid down in this Contract, by the dates and in the locations stipulated in the order, for the fees agreed by common accord and within the restrictions set in place by the present Contract in line with the requirements expressed in the technical specifications.

**3. Price of the service and budget**

The value of the present Contract has been set at € \_\_\_\_\_ +  
€ \_\_\_\_\_ VAT, in line with quotation of the Supplier, signed  
\_\_\_\_\_ dated / /2019

Chapter : III

CISI Line : 631030 & 623800

BRN : 19042 & 19044

FM : 07

**4. Conditions of supply**

The service defined in Technical Specifications must be provided in STRASBOURG HQEC.

**5. Duration of the contract**

The present Contract is concluded as long as the maintenance requires.

**6. Changes to contractual obligations**

Any changes to the content of the agreement must be the subject of an amendment, as long as it modifies neither the value of the contract nor its object. Once concluded, the amendment becomes an integral part of the contract.

**7. General implementing rules****7.1 Location**

Service must be provided in FRA Strasbourg, Eurocorps Headquarters, Quartier Aubert de Vincelles, 4 Route du Corps Européen and Quartier Lizé, Rue de Solignac.

**7.2 Staff**

Required service must be provided by a competent staff member, ensuring that the stated technical requirements are fulfilled.

**7.3 Timetables**

Attached in ANNEX.

#### **7.4 Standby and continuity of service**

The holder is responsible for ensuring the uninterrupted execution of the services.

#### **7.5 Staff regulations**

The holder undertakes to ensure that the services are carried out in full respect of the employment legislation in force which is applicable to it.

#### **7.6 Behaviour of staff members**

In addition to articles 28 and 30 of the general provisions,

The staff members of the company must behave irreproachably towards third parties and observe all clauses of the internal regulation of the site.

In particular, they must show the greatest correctness and are bound by an obligation of discretion and confidentiality.

Any shortcomings in their behaviour shall lead to the immediate replacement of the staff member in question, by request of the client.

The commander of EC HQ reserves the right to refuse access to any employee of the company retained after the security checkpoint.

The company retained undertakes to provide information in advance and within the deadlines agreed with the EC HQ, to carry out security checks before the first work carried out by its staff members on the premises of the EC HQ.

### **8. Obligations of the parties**

#### **8.1 Obligations of the holder**

##### **Civil liabilities**

The holder is civilly liable for any damage caused to the client organisation during the execution of its services. To this effect, it will take out insurance covering the risks resulting from its activity.

##### **Service provision**

For the entire duration of the contract, the holder undertakes to execute the services stipulated in this specification.

During the course of the contract, the holder shall carry out preventative and remedial maintenance operations on his own equipment (including replacing spare parts and labour).

At the end of the contract, the holder shall remove all equipment and supplies which belong to it (including transport and labour).

For the entire duration of the contract, the holder shall be solely responsible to third parties for the consequences of the actions of its staff members.

In the event of any staff absence, the holder must provide replacement staff, for whom it must obtain the agreement of the military authority.

## **8.2 Public person obligations**

EC HQ will pay the costs of the services under the conditions defined in article 12 of this specification document.

## **9. Security and prevention measures**

Further to article 30 - Security – of the general provisions specification document

### **9.1 Security measures**

In order to access and/or remain within military premises, any person not employed by the Headquarters of Eurocorps must be authorised by the military authority exercising the prerogatives of the Arms Commander of the premises in question.

This authorisation shall be denoted by the issuance of a pass to be granted on a temporary or permanent basis, depending on the circumstances.

**Failure to observe these measures may lead to the cancellation of the contract due to the fault of the holder, without notice and without compensation.**

Additionally, the holder undertakes immediately to notify the client organisation of any act of sabotage or malice committed.

The holder must comply with the obligation of confidentiality laid down in article 28 of the general provisions specification document.

### **9.2 Prevention measures**

In application of the rules on the prevention measures concerning the work carried out within a defence body by an external company, the holder must carry out a risk analysis, working together with the organisation.

## **10. Checks on services to be provided by the holder**

Any shortfall or delay in the services to be provided shall be noted in the findings report set in place for this purpose by the client.

In the event of a major shortfall, the holder will be immediately summoned by the point of contact of the client body.

In the event that the holder takes the view that there are no grounds for the criticism, it may request a meeting with the authority awarding the contract.

## **11. Terms and conditions for determining prices**

### **11.1 Content of prices**

For the service requested, the holder of the contract is responsible for fulfilling the technical requirements.

Prices must include all travel & accommodation fees and per-diem.

The prices will be agreed on the basis of these elements. They will be calculated without tax. The rate of VAT and of any other taxes must be stated in the contract document.

### **11.2 Settlement price**

The prices are deemed to have been calculated on the closing date of the call for tenders.

## **12. Invoicing**

In addition to the provisions of article 15 - INVOICING of the 2<sup>nd</sup> part of the General Provisions, the invoices will be issued in one original, drawn up in Euros. These will be sent and must include the following references:

- Reference/contract number
- Identity of the supplier, name of company, address
- Reference number of the good/service
- Companies register registration number
- SIRET number
- Full bank or post office account details

Upon completion of the service provision, in line with the provisions of article 4, payment will be made by bank transfer. All invoices must be drawn up in euros and sent the following address:

Quartier Général du Corps Européen  
Bureau G8 – Fiscal BP 70082  
67020 STRASBOURG CEDEX  
France

**13. Overall payment lead time**

If, as a result of the actions of the holder, the verification operations or any other operations required for the execution procedure cannot be carried out, the payment lead time shall be suspended for a period equal to the resulting delay.

**14. Date and signatures**

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

The legal representative of the  
Supplier

Done in Strasbourg, on

Done in Strasbourg, on