



**EUROCORPSHEADQUARTERS**  
**Quartier Aubert de Vincelles**  
**BP 70082**  
**F – 67020 Strasbourg Cedex**

10 March 2025

G8 P&C

TO: BIDDER SALES DEPARTMENT

**SUBJECT: Invitation for International Bidding reference 25INV04**

Dear Madam, Sir

The HQ EC Purchasing and Contracting Office has issued an Invitation for International Bidding (IFIB) for the acquisition of 12 Customized Power Generators with the details below mentioned:

**IFIB Reference:** 25INV04

**Title:** Project to acquire twelve (12) customized Power Generators

**Bid Closing Date:** 20MAY25 at 12:00 Local Time.

**Available budget VAT Included:** 2,700,000 €

Attached you may find the following bidding documents:

- Invitation for Bid Part I
- Signature Page
- Contract Part II: General Provisions
- Contract Part III: Statement of Work / Technical Requirements

The point of contact for any issue that may arise related to this Invitation for International Bidding are outlined below:

LTC Ignacio Arés	Chief P&C	03 88 43 23 54	<a href="mailto:g8-contract@eurocorps.org">g8-contract@eurocorps.org</a>
CAP. Pauline Kuhn	Deputy Chief P&C	03 88 43 20 95	

I kindly request you to send Acknowledgement of Receipt of this IFIB indicating your intention or nor to take part in this competition to the abovementioned email.

Yours sincerely,

/// ORIGINAL SIGNED ///

LTC Arés Sabater, Ignacio  
G8 P&C Section Chief  
HQ EC Strasbourg

**EUROCORPS HEADQUARTERS STRASBOURG**

**G8 BRANCH**

**PURCHASING & CONTRACTING SECTION**

**Quartier Aubert de Vincelles – BP 70082 – F - 67020 Strasbourg CEDEX -  
FRANCE**



**IFIB 25INV04**

**PROJECT TO ACQUIRE TWELVE (12) 250 KVA CUSTOMIZED  
POWER SUPPLY GENERATORS**

**PART I**

**INVITATION FOR INTERNATIONAL BIDDING**

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## 1. GENERAL

- a. The purpose of this Invitation for International Bidding is to award a firm fixed-price multiannual contract for the provision of **twelve (12) Customized Power Generators** to renew the power generator system of EUROCORPS Command Posts. The contractor must furnish the necessary manpower, management and supervision to provide the referred services in accordance with the provisions of the attached Statement of Work.
- b. The maximum amount to be expended under this contract is 2,700,000 euros, to be committed between 2025 and 2029. For 2025, the committed amount is 900,000 euros.

## 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 IFIB, and has indicated thereon its intention, without commitment, to participate in the bidding
- b. The term "**IFIB**" shall refer the Invitation for International Bidding
- c. The term "**Bidder**" shall refer to the bidding entity that has submitted a bid in response to this IFIB.
- 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 IFIB 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**" shall refer to the EUROCORPS Headquarters Strasbourg.
- h. The term "**SOW**" shall refer to Statement of Work.
- i. The term "**COTR**" shall refer to Contracting Officer Technical Representative.

## 3. ELIGIBILITY

- a. At the time of bidding, Bidders must be legally authorized to operate this kind of enterprise in the country of origin and comply with the following minimum requirements:
  - (1) Having performed at least two contracts within the last five years substantially similar in scope to the requirements described in this solicitation.

#### **4. NATO SECURITY CLEARANCES**

- a. This contract does not require NATO Security Clearances.

#### **5. AMENDMENT OR CANCELLATION OF BID**

- a. HQ EC 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 be written if deemed necessary.
- b. HQ EC reserves the right to cancel, at any time, this bid partially or in its entirety. No legal liability on the part of HQ EC 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.

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

- a. Any bidder may request the HQ EC Contracting Officer an extension of the bid closing date. However, the request must reach the Contracting Officer, in writing, no later than 14 calendar days prior to the bid closing date and must include a strong justification for the request.
- b. The HQ EC Contracting Officer may grant an extension of the bid closing date at his/her own discretion. If the HQ EC Contracting Officer grants an extension of the bid closing date all the bidders will be granted the same extension.

#### **7. COMPLIANCE STATEMENT**

- a. 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 offer variations in specific implementation and operational details, provided that the stated functional and performance requirements are fully satisfied.
- b. The bidder shall include in its bid the compliance statement at Annex A-2. The bidder shall list thereon, when applicable, all deviations from the provisions of the intended contract. In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance

## 8. ACTIVATION SCHEDULE

- a. The contractor shall start executing the project as soon as the contract is signed by both parties.

## 9. DURATION OF THE CONTRACT

- a. The contract awarded through this IFIB will be effective from the date of last signature by the Parties. It shall last five years. Every year the Contractor shall deliver two power generators, but the first year (2025) that the Contractor shall manufacture four.
- b. Delivery date of generator sets shall be in accordance with the bidder's offer accepted by HQ EC.

## 10. VALUE ADDED TAX (VAT)

- a. According to Treaty of Strasbourg (Brussels on 22 November 2004, article 26) in connexion with the Directive 2006/112/CE, 28 November 2006, on the common system of value added tax, HQ EC pays VAT in France.
- b. French companies will charge 20% VAT directly in their invoices.
- c. Foreign companies may charge 20% VAT payable in France or 0% reversed charge.

## 11. PARTIAL BIDDING

- a. Partial bidding is not allowed.

## 12. BID CLOSING DATE

- a. Bids must be received at HQ EC, Bureau G8-P&C, **not later than 20 MAY 2025 at 12:00 hours (noon, Central European Time)**. At that time and date the bidding will be closed. Any bid received after the aforementioned bid closing date shall be subject to the provisions of paragraph 16 (Late Bids) hereto.

## 13. BID VALIDITY

- a. Bids submitted shall remain valid for a period of sixty (60) calendar days counted from the bid closing date. HQ EC reserves the right to request an extension of validity if a decision cannot be made within this time. Bidder will be entitled to either grant or deny this extension of validity; HQ EC will automatically consider a denial as a withdrawal of the bid.

## 14. BIDS SUBMISSION

- a. Bids shall be submitted in the English language. The original certificates required in clause 17 hereto issued by the bidder's national authorities shall also be delivered in English (together with the original document). In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.
- b. Bids may be submitted by mail, courier or hand-carried. Bids hand-carried or delivered there by Commercial courier and parcel-delivery companies are to be handed over on working days between 07:45 – 17:00 hours (Monday to Thursday, 07:45 to 12:15 Friday, local time). The following telephone numbers will be transmitted to the carrier for appointment :
  - (1) +33 (0)3 88 43 29 79 / +33 (0)3 88 43 29 69 / +33 (0)3 88 43 23 54
- c. Bids submitted by electronic transmission are not permitted and will not be considered. A justification of the date of submission shall be sent to [g8-contract@eurocorps.org](mailto:g8-contract@eurocorps.org)
- d. The time and date the bid is handed over will be recorded on the envelope or package and the delivery agent will be requested to sign the date/time endorsement, signifying his agreement as to its accuracy.
- e. Bidders shall submit their bids in two sealed envelopes containing the following documentation:
  - (1) Envelope A: Administrative documents.
  - (2) Envelope B: Price Proposal and Technical offer.
- f. The two envelopes shall be submitted inside a single sealed envelope suitable for mailing and marked with the HQ EC address:

QUARTIER GENERAL DU CORPS EUROPEEN  
Quartier Aubert de Vincelles  
Bureau G8 – P&C  
BP 70082  
67020 STRASBOURG CEDEX

- g. The two inside envelopes shall be duly sealed and identified with the following markings:

<p>“NAME AND ADDRESS OF THE BIDDER”</p> <p>INVITATION FOR BIDDING N. 25INV04</p> <p>ENVELOPE A OR ENVELOPE B</p> <p>DO NOT OPEN / SEALED BID</p> <p>TO BE OPENED BY CONTRACT AWARD COMMITTEE (CAC)</p>
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## 15. BID WITHDRAWAL

- a. A bidder may withdraw his bid up to the date and time specified for the bid closing, by written or email notice to the Contracting Officer. The bid will be returned unopened to the bidder, at his expense.

## 16. LATE BIDS

- a. The bidder must make every effort to ensure that its bid reaches HQ EC before or on the exact date and time fixed for the bid closing. Any bid received after this time is considered a late bid. Late bids shall be considered only before the contract has been awarded and on condition that their failure to arrive on time is solely the result of:
- (1) A delay in the government channels, i.e. governmental courier service or mail for which the bidder was not responsible, but only if the bid was sent not later than five (5) calendar days before the bid closing, by Registered Mail or by Certified Mail, for which an official Post Office date stamp or the receipt for certification has been obtained. Note: commercial courier or parcel-delivery companies are not considered to be governmental channel.
  - (1) Mishandling by HQ personnel upon or after receipt.
- b. Other late bids cannot be considered for award; these bids will be treated as non-responsive and will be returned unopened to the bidder, at his expense.

## 17. CONTENT OF PROPOSALS

- a. The **administrative and technical documentation** shall be submitted in the order specified below.
- b. The proposal shall consist of the following minimum documents:

### A. ADMINISTRATIVE DOCUMENTS



The envelope containing these documents shall be sealed and marked “**Administrative Documents to Bid Ref<sup>a</sup> 25INV04**”.

- (1) A **table of contents** for the entire proposal
- (2) **Bidder’s name**, address, Point of Contact, phone number, e-mail address and Internet site (Annex A-1)
- (3) **Compliance Statement** for the intended contract (Annex A-2). For more information on the Compliance Statement please see Paragraph 7 hereto.
- (4) **Exclusion criteria documentation**: the bidder shall provide a declaration on its honor, duly signed and dated (Annex A-3)
- (5) **Power of attorney of the firm’s legal representative**, justifying the scope of his/her power, registered in the Trade Register, if it is the case. A photocopy of his/her fiscal identification or passport shall be delivered together with the power of attorney.
- (6) **Proof of a full organizational structure** including official commercial registration in the Country of Origin/Registration, the availability of infrastructure and the list of key management personnel.
- (7) **Certificate from national revenue authorities** stating bidder’s fulfillment of tax obligations.
- (8) **Certificate from social security authorities** stating bidder’s fulfillment of social security contributions/obligations.
- (9) **Certificate from insurer** stating bidder’s fulfillment of suitable civil liability insurance.
- (10) **Proof of financial stability/reliability of the bidder** (i.e. solvency bank certification) to verify that the firm can fund and execute the project, including demonstration that the bidder and its proposed sub-contractor(s) is/are-was/were not subject to bankruptcy over the last three (3) calendar years (This may not be applicable if the bidder is a governmental and/or a non-commercial institution).
  - (a) Note: In case of doubt, HQ EC may request the bidder to deliver the annual nominal accounts or extract of these accounts for the past three financial years published in accordance with the legislation or practice of the country in which the bidder is registered.
- (11) A list containing, **as a minimum, two (2) contracts successfully performed within the last five (5) years** substantially similar in scope and magnitude to the requirement described in this IFIB.

- (a) By providing the list of contracts required by this point as well as the related Past Performance Questionnaires described at point below, the Bidder shall provide evidence of its capability and familiarity with the services, rules and regulations of competed in this IFIB.
- (12) **Past Performance questionnaire:** the Past Performance Questionnaire template is available at Annex A-6.
- (a) For the contracts included in the list as per point 11 above, the bidder shall ask to each of its previous customer(s) to complete the “Past Performance Questionnaire”. Once completed, the bidder shall provide the Past Performance Questionnaires to HQ EC as part of its bidding package.
- (b) By this means it is assessed the Bidder performance in completing past projects to the quality standards required, time performance, within budget, claims history, project management, and product value.
- (c) *Note: HQ EC reserves the right to verify the validity of the information provided in the Past Performance Questionnaires.*
- (13) **List of Sub-Contractors (if any)**, specifying the area of work the Bidder proposes to use for the performance of the contract, and the percentage above all the project that the work of sub-contractors implies. If a bidder intends to engage sub-contractor(s), the bidder shall be responsible for the sub-contractors’ compliance with the same administrative and technical requirements as the ones required for the bidder.
- (14) **Bidder’s Quality Assurance Plan:** The Bidder shall be compliant with ISO 9001/2015 Quality Management System. The quality assurance plan shall be included in the Technical Specifications as described hereto in Annex A-8 paragraph 2.e (3). Required generator sets quality certifications are stated in Part III Section B.5.
- (15) **The list of key management personnel** proposed for the performance of the contract - both on-site and at the head office: bidders must specify name, qualification, and intended position of the proposed personnel, as well as the resumes of bidder’s key management personnel to show that personnel possess the educational background, experience required to perform their tasks as established in this solicitation.
- (16) **The equipment, including facilities and labour**, the Bidder proposes to use in the project
- (17) A **USB Stick** containing an electronic copy of all the documentation listed above with the exception of the Bidder’s Price Proposal (that must be submitted in accordance with point B.e below).

## B. TECHNICAL OFFER AND PRICE PROPOSAL

- c. The bidder shall demonstrate his/her overall understanding of the requirements stated in this IFIB as well as a general understanding of the HQ EC environment in which the services will have to be performed in case of an award of a contract. This shall outline the bidder's intentions and method, which will be employed in meeting the requirements stated in this IFIB. The bidder shall not merely restate the introductory paragraphs and/or the content of the SOW but shall state/explain in a narrative, concrete manner and with appropriate level of detail how the requirements will be met by the bidder in case of an award of a contract.
- d. **Technical Requirements to be evaluated are specified in Annex A-8 Paragraph 2.e hereto.**
- e. **Price Proposal** shall be **mandatorily** submitted in accordance with the enclosed PRICE FORMAT (Annex A-4). The basic breakdown on this format is not strictly limited therefore Bidders may expand on line items provided in the price format by adding sub-line items as deemed necessary. However the basic presentation shall not change. **Prices shall be quoted in EURO currency and using two (2) decimal numbers.** The amount of Value Added Tax shall be specified separately, in according to the rules stated in the clause 10
- f. The Technical Offer and Price Proposal shall be submitted in another sealed envelope and marked "**Technical and Price Proposal to Bid Ref<sup>a</sup> 25INV04**".

## 18. REQUEST FOR CLARIFICATION

- a. 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 14 calendar days prior to the bid closing date.
- b. When a bidder requests clarification, the Contracting Officer will send the clarification to all eligible bidders after which all questions and answers will be formally incorporated into the Bid.

## 19. BID EVALUATION

- 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 and shall be based on information provided by bidders. HQ EC will not be responsible for searching, locating or confirming any information, which is not clearly identified and available in the bid.
- b. Contract will be evaluated taking into account the following criteria:
  - (1) Selection criteria: assessment of financial and administrative documents in accordance with paragraph 17 above (pass or fail)

- (2) Award criteria: Rather than automatically accepting the lowest price, the contract evaluation process applies weighting for skills, quality, experience and previous performance in a manner to ensure value for money.
  - (3) **Weighting Evaluation Criteria is set up in Annex 8 hereto.**
- c. During the evaluation, HQ EC may request bid clarification from the Bidder. No changes in the technical specifications or in the prices is allowed once the bid has been opened.
  - d. Evaluation Phases will be as follows:
    - (1) Bidders' compliance of administrative requirements listed in clause 17 compliance of administrative requirements (pass or fail).
    - (2) Evaluation of the Price and Non-Price (technical) factors, only to bidders who has passed the abovementioned evaluation process. This phase consists of two steps:
      - (a) Assessment of bid, technical submission: by the HQ EC Contract Award Committee Experts.
      - (b) Assessment of bid, price proposal: to bidders whose technical submission has been assessed compliant with the IFIB requirements
    - (3) At the end of the evaluation process, the Lowest Price, Technically Compliant bidder (sum of non-price criteria points plus price criteria point) will be proposed by the HQ EC Contract Award Committee for contract award.

## **20. CLARIFICATION OF BIDS DURING BID EVALUATION**

- a. During the entire bid evaluation process HQ EC reserves the right to discuss any bid with the bidders in order to clarify what is being offered and to resolve any potential areas of non-compliance.

## **21. PRE-AWARD SURVEY**

- a. If after the bid submission, one or more bidder(s) is/are considered for an award of a contract, HQ EC reserves the right to conduct a survey of the bidder(s) technical, financial and facility capabilities, to include contacting appropriate National/International authorities. Bidders found responsible to have provided false documentation or information will be debarred and, therefore, denied from doing business with HQ EC.

## **22. AWARD**

- a. EC Contract Award Committee will award the contract to the Bidder whose conforming proposal represent the Best Value for Money to EC.

- b. HQ EC reserves the right to negotiate the final terms and conditions of the contract before making the award.

## 23. COMMUNICATION

- a. Any administrative communication related to this IFIB, between a prospective bidder and HQ EC shall be through one of the following Contracting Officers:

LTC Ignacio Arés	Chief P&C	03 88 43 23 54	<a href="mailto:g8-contract@eurocorps.org">g8-contract@eurocorps.org</a>
CAP. Pauline Kuhn	Deputy Chief P&C	03 88 43 20 95	

- b. There shall be no contact with other HQ EC personnel. This is to maintain all bidders on equal and competitive footing.

## 24. ZERO TOLERANCE POLICY

- a. All HQ EC Purchasing and Contracting personnel observes a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality. Bidders are therefore expected not to offer any gift or hospitality during any phase of the acquisition process (i.e. pre-award, award, post-award).
- b. By submitting a bid in response to this IFIB the bidders implicitly certify that neither the bidders nor their agents or representatives have offered or given any gratuity whatsoever to any HQ EC personnel with a view to securing a contract or favorable treatment with regard to the award, modification or execution of any contract under this solicitation.
- c. The Contracting Officer may, by registered letter, terminate any contract awarded as a result of this solicitation at no cost to HQ EC without notice if it is found, after an investigation that gratuities such as, but not limited to entertainment and gifts were offered or given by the Contractor to HQ EC personnel with the respect to the award of any contract under this solicitation, or to the taking of any decision regarding its execution.

## 25. RESTRICTION ON DISCLOSURE AND USE OF DATA

- a. 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 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."*

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.”*

- b. 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 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.”*

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.”*

///ORIGINAL SIGNED///  
LTC Ignacio Arés Sabater  
Purchasing and Contracting Section Chief  
G8 P&C  
HQ EC Strasbourg

**ANNEX A-1: 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VAT ID (IF E.U. COMPANY): \_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS:

PHONE NO: \_\_\_\_\_

POINT OF CONTACT REGARDING THIS  
BID:

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

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

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

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

ALTERNATIVE POINT OF CONTACT:

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

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

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

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

DATE

STAMP & SIGNATURE OF AUTHORISED REPRESENTATIVE

**ANNEX A-2: COMPLIANCE STATEMENT**

It is hereby stated that we have read and understand all documentation issued as part of the IFIB Reference **25INV04**, that all the data provided for the evaluation of this contest is true and correct, and that our proposal submitted in response to the referred solicitation is fully compliant with the provisions of the IFIB and the intended contract with the following exception(s):

Clause Reference	Description of Deviation

(if necessary add one or more pages)

It is hereby confirmed that in case of an award of a contract, our Firm shall be able to start contract performance as of the awarding date.

Date:

Signature:

Name & Title:

Company:

Company Bid Reference:

(\*) Bidders' response to this IFIB must be based on full compliance with the terms, conditions, and requirements of the IFIB and its future clarifications and/or amendments. The bidder may offer variations in specific implementation and operational details, provided that the functional and performance requirements are fully satisfied. In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance. HQ EC reserves the right to not accept the variations offered by the Bidder and, therefore, disqualify the Bidder from this IFIB.



<b>ANNEX A-3: EXCLUSION CRITERIA FORM</b>
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The undersigned (name of the signatory of this form, to be completed), representing (name of the firm), declares that the company or organization that he/she represents:

1. Is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulation.
2. Has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata
3. Has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity

**Full name:**

**Date:**

**Signature:**

<b>ANNEX A-4:OFFER PROPOSAL</b>
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Mr/Ms \_\_\_\_\_, authorized representative of the Company, certifies that the prices offered for the Acquisition of 12 Customized Power Generators, as specified in the Invitation for Bid n. IFIB 25INV04 are fixed and firm:(another table according to this model can be annexed)

**1. Price with transport costs\* (DDP\*\* Strasbourg, France)**

**Delivery time** from awarding date of the Contract: \_\_\_\_\_ weeks (shipping time: \_\_\_\_\_ weeks + transport time to DDP Strasbourg FR: \_\_\_\_\_ weeks).

	UNIT PRICE	QTY	TOTAL
GENERATOR SET			
MAINTENANCE COST			
TRAINING COST			
DELIVERY COST			
TOTAL			
VAT (%)			
TOTAL + VAT			

**2. Price without transport costs\* (FCA\*\* \_\_\_\_\_ location in the European Union, city and country to be specified by the Bidder)**

**Delivery time** from awarding date of the Contract: \_\_\_\_\_ weeks (shipping time: \_\_\_\_\_ weeks + transport time to FCA \_\_\_\_\_: \_\_\_\_\_ weeks).

	UNIT PRICE	QTY	TOTAL
GENERATOR SET			
MAINTENANCE COST			
TRAINING COST			
TOTAL			
VAT			
TOTAL + VAT			

The pricing and all other aspects of our original offer will remain valid four (4) months starting from the bid closing date.

The prices offered include all the expenses in connection with this contract; therefore, no additional sums will be received from the Purchaser for any cost that it could deem as necessary for the performance of the contract unless otherwise specified in the contract or individual task orders.

I hereby declare that I have fully understood the content and the purpose of the SOW (Statement of Work) with respect to the required quality standards.

Name: Date: Signature + Stamp
-------------------------------------

(\*) The delivery option will be chosen and specified by HQ EC in the awarding letter (delivery in HQ warehouse or in a company determined pick-up location by HQ means) nevertheless both PRICE OPTIONS have to be fulfilled by the bidder. (\*\*) INCOTERMS 2020.

<b>ANNEX A-5: PREVIOUS EXPERIENCE</b>
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## References of current or recent contracts

**SUBSTANTIALLY SIMILAR IN SCOPE AND MAGNITUDE TO THE REQUIREMENTS OF THIS IFIB**<sup>1</sup>

For each project/contract/agreement, please indicate:

1. Project name	
2. Type of customer (government, civilian/military /international organizations, ONG)	
2. Client's project manager (name, telephone, email)	
3. Quality standards required in the project	
4. Target performance level (from 1 to 5, being 5 the maximum performance level)	
5. Tender price	
5.1 Variations to initial price	
5.3 Final price	
6. Initial completion date	
6.1 Extensions of time granted	
7. % of the project performed by sub-contractors (if any)	

1. Project name	
2. Type of customer (government, civilian/military /international organizations, ONG)	
2. Client's project manager (name, telephone, email)	
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5. Tender price	
5.1 Variations to initial price	
5.3 Final price	
6. Initial completion date	
6.1 Extensions of time granted	
7. % of the project performed by sub-contractors (if any)	

<b>ANNEX A-6:PAST PERFORMANCE QUESTIONNAIRE</b>
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<sup>1</sup>Contracts listed may include those entered into by the Government, agencies of state and/or local governments, civilian/military organizations, non-profit entities, international organizations and/or commercial concerns. If the customer is the government/military/International organization, a certificate issued by the competent authority is required.

Bidders shall ask their previous customer(s) to complete the "Past Performance Questionnaire". **Once completed, the past performance questionnaires shall be included in the bidder's bid package.**

<p>1. <b>Contractor's Details</b>(<i>the name, address, etc of the company that has <u>provided</u> the goods/services</i>)</p>
<p>2. <b>Customer's Details</b>(<i>the name, address, etc of the company which has <u>received</u> the goods/services and, therefore, is filling in this questionnaire</i>)</p>
<p>3. <b>Customer's POC:</b></p> <p>Name: _____ Tel: _____</p> <p>Email: _____ Fax: _____</p>
<p>4. <b>Contract reference/Title:</b></p>
<p>5. <b>Contract type:</b></p> <p>( ) Firm Fixed Price*    ( ) Cost Reimbursement*</p> <p>( ) Other* (Please specify)</p> <p>(*) <i>Mark with a "X"</i></p>
<p>6. <b>Period of Performance:</b></p> <p>From _____ to _____</p>
<p>7. <b>Contract amount:</b></p> <p>- at the time of award: _____</p> <p>- after modifications: _____</p>
<p>8. <b>Description of Contract Service(s):</b></p>
<p>9. <b>Complexity of Work:</b>        ( ) Difficult*    ( ) Routine*                    (*) <i>Mark with a "X"</i></p>

10. Evaluation Factor	11. Rating (use past performance rating guidelines on next page)	12. Comments (Attach additional sheets, if necessary)
a. Quality of Work, Supplies, Services		
b. Experience/Expertise		
c. Personnel		
d. Ability to oversee and administrate the Contract		
e. Subcontractor Management		
f. Business Relations		
g. Reliability		
h. Timeliness of Performance (was there any delay in the contract execution?)		
i. Liquidated Damages (was there any event generating the need for liquidated damages?)		
j. Customer Satisfaction		
k. Correspondence between requirement and contractor's performance (did any discrepancy occur during the contract execution?)		
i. Cost/Budget Control		
m. Quality Control		
n. Procedures and safety records/standards		
<p><b>11. Considering all information provided above, please rate the contractor's performance overall (*):</b></p> <p>( ) Excellent(5) ( ) Good(4) ( ) Fair(3) ( ) Poor(2) ( ) Unsatisfactory(1)</p>		

(*) Mark with a "X"	
12. <b>Would you select this firm again?</b> Please explain. (Attach additional sheet if necessary.)	
13. <b>Name &amp; Date</b>	15. <b>Signature</b>
14. <b>Title</b>	

**PERFORMANCE**

**RATING GUIDELINES**

Summarize contractor Performance in each of the rating areas.

Assign each area a rating of Unsatisfactory, Poor, Fair, Good, Excellent.

Use the following instructions as guidance in making these evaluations.

Note: There is no corresponding guidance for "Customer Satisfaction".

Please use the comments area on the preceding form to justify the rating given "Customer Satisfaction."

	<b>Quality of Work/Supplies/ Personnel/Service</b>	<b>Cost Control</b>	<b>Timeliness of Performance</b>	<b>Business Relations/Sub contractor Mgmt</b>
<b>Ratings (and related score)</b>	-Compliance w/contract requirements -Accuracy of reports -Appropriateness of personnel	-Within budget -Current, accurate, complete billings -Relationship of negotiated costs to	-Met interim milestones -Reliable -Responsive to technical direction	-Effective Mgmt -Businesslike correspondence -Responsive to contract requirements -Prompt notification of problems

	-Technical excellence	actual  -Cost efficiencies  -Change orders issued	-Completed on time	-Reasonable/  cooperative  -Flexible  -Pro-active  -Effective SB/SDB  Subcontract Program
<b>Unsatisfactory</b> <b>(score = 1)</b>	Non conformances are compromising the achievement of contract requirements	Cost issues are compromising performance	Delays are compromising achievement of contract requirements	Response is not effective
<b>Poor</b> <b>(score = 2)</b>	Non conformances require major agency resources to ensure achievement of contract requirements	Cost issues require major agency resources to ensure achievement of contract requirements	Delays require major agency resources to ensure achievement of contract requirements	Response is marginally effective
<b>Fair</b> <b>(score = 3)</b>	Non conformances require minor agency resources to ensure achievement of contract requirements	Cost issues require minor agency resources to ensure achievement of contract requirements	Delays require minor agency resources to ensure achievement of contract requirements	Response is somewhat effective
<b>Good</b> <b>(score = 4)</b>	Non conformances do not impact achievement of contract requirements	Cost issues do not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response is usually effective
<b>Excellent</b> <b>(score = 5)</b>	There are no quality problems	There are no cost issues	There are no delays	Response is effective

**Note:** an average past performance score of **Good** or higher will be rated with “compliant”

## ANNEX A-7

## SELECTION CRITERIA / METHODOLOGY – EVALUATION MATRIX

The criteria that will be used to evaluate bids received in response to this IFIB are listed below:

Section A - BIDDING/ADMINISTRATIVE CRITERIA					
#	Description	Compliant	Not compliant	Comments/Remarks	Reference(s)
<b>ADMINISTRATIVE DOCUMENTATION</b>					
1	Provision of the Bid Table of Contents				Part I paragraph 17.b.1
2	Provision of the bidder's information (name, physical address, point of contact (POC), phone and, e-mail address and internet site (if any)				Part I paragraph 17.b.2
3	Compliant Statement				Part I paragraph 17.b.3
4	Exclusion criteria documentation				Part I paragraph 17.b.4
5	Power of Attorney				Part I paragraph 17.b.5
6	Proof of a full organizational structure including official commercial registration in the Country of Origin/Registration				Part I paragraph 17.b.6
7	Certificate from national revenue authorities stating bidder's fulfilment of tax obligations				Part I paragraph 17. B. 7
8	Certificate from social security authorities stating bidder's fulfilment of social security contributions/obligation				Part I paragraph 17.b.8



9	Certificate from insurer stating bidder's fulfilment of suitable civil liability insurance (with indication of liabilities covered and limits)				Part I paragraph 17.b.9
<b>FINANCIAL CRITERIA</b>					
10	<b>Proof of financial stability/reliability of the bidder</b> (i.e. letter from a banking institution), to include demonstration that the bidder and its proposed sub-contractor(s) is/are was/were not subject to bankruptcy over the last three (3) calendar years.				Part I paragraph 17.b.10
<b>RELEVANT EXPERIENCE AND PAST PERFORMANCE</b>					
11	A list containing, as a minimum, two (2) contracts successfully performed within the last five (5) years substantially similar in scope and magnitude to the requirement described in this IFIB				Part I paragraph 17.b.11
12	Provision of Past Performance Questionnaires				Part I paragraph 17.b.12
13	Provision of a USB Stick containing an electronic copy of the bid in its entirety <b>without</b> the Bidder's proposed Management/Service Fee				Part I paragraph 17.b.18
14	The bid is provided in a sealed envelope that contains the bid in its entirety and has glued on it the Mailing Label				Part I paragraph 17.b.

**CRITERIA IN GREEN ARE MANDATORY/ESSENTIAL**

Section B - TECHNICAL CRITERIA					
#	Description	Compliant	Not compliant	Comments/Remarks	Reference(s)
1	<b>List of Sub-Contractors (if any)</b> , specifying area of work, which the Bidder proposes to use for the performance of the contract				Part I paragraph 17.b.13
2	<b>Bidder's Quality Assurance Plan (compliant, as a minimum, with ISO 9001 or equivalent standard)</b> to ensure that the requirements of the contract are provided as specified.				Part I paragraph 17.b.14
3	<b>List of key management personnel</b>				Part I paragraph 17.b.15
4	<b>The equipment, including facilities and labour, the Bidder proposes to use on the project</b>				Part I paragraph 17.b.16
5	<b>Provision of technical specification</b> containing at least what is specified in Annex A-8				Part I paragraph 17.c

CRITERIA IN GREEN ARE MANDATORY/ESSENTIAL

Section C – FINANCIAL CRITERIA& PRICE PROPOSAL					
#	Description	Compliant	Not compliant	Comments/Remarks	Reference(s)
1	Bidder has provided its Technical offer and Price Proposal <u>IN A SEALED ENVELOPE</u> :				Part I paragraph 17.e

CRITERIA IN GREEN ARE MANDATORY/ESSENTIAL

**ANNEX A-8****BID EVALUATION WEIGHTED CRITERIA****1. PRINCIPLES**

- a. The weighted criteria Bid Evaluation Process is based on the following principles:
- (1) Selection criteria that reflects the critical elements of the project and that can be assigned a weighting;
  - (2) Weightings that reflect the relative importance of selection criteria;
  - (3) Scores that are based on information submitted with the tender bid; and
  - (4) Normalising the non-price criteria and the offer price before applying the weightings to allow for the true effect and advantage of the weighting system

**2. SELECTION CRITERIA**

- a. Rather than automatically accepting the lowest price, this contract evaluation process applies weighting for skills, quality, experience and previous performance in a manner to ensure value for money.
- b. The weighted criteria applied to this is based on the following subjects:
- (1) Relevant experience and Past Performance;
  - (2) Technical skills and resources;
  - (3) Technical proposal; and
  - (4) Price.
- c. ***Relevant Experience and Past Performance***
- (1) Previous Experience and Past Performance will be evaluated under the same criteria.
  - (2) **Previous Experience:**
    - (a) Previous experience of the Bidder in relation to the fields of expertise required to achieve the intended outcomes of the project. Recent experience is more valuable than historic experience.
    - (b) Criteria to be assessed:
      - (i) The bidder's previous experience in manufacturing generator sets comparable to the tendered project;
      - (ii) The scale of past projects and
      - (iii) The role undertaken within those projects. This role will be assessed taking into account the percentage of sub-contractors used in previous projects (Annex A-5)
    - (c) The Contract Award Committee shall evaluate Relevant Experience based on the following Information provided by the Bidder:
      - (i) List of relevant projects (Annex A-5) undertaken and for each project provide:
        - Description of the project;

- Role of the Bidder (% of sub-contracts)
- Project cost; and
- Duration of project.

(3) **Past Performance**

- (a) Satisfaction of previous clients regarding the management of the project and project outcome, based on Past Performance Questionnaire (Annex A-6).
- (b) Bidders shall ask their previous customer(s) to complete the “Past Performance Questionnaire”
- (c) Criteria to be assessed:
  - (i) Completing past projects to the quality standards required;
  - (ii) Time performance (extensions to contract completion date);
  - (iii) Within budget;
  - (iv) Claims history (claims for variation of the project);
  - (v) Project management (satisfaction of clients for the way of managing the project) and
  - (vi) Product value (project outcome).

d. **Technical Skills and Resources**

- (1) Technical skills and Resources will be evaluated under the same criteria.

(2) **Technical skills**

- (a) The competence of key management, professional and technical personnel that the Bidder proposes to employ on the project (paragraph 17.b.15)
- (b) The information required should include the following details of the proposed project management team:
  - (i) Names;
  - (ii) Function;
  - (iii) Technical expertise; and
  - (iv) CV's.

(3) **Resources**

- (a) The equipment, including facilities the Bidder proposes to use on the project (paragraph 17.b.16).
- (b) The information required should include the following:
  - (i) Specialist equipment;
  - (ii) Labour; and
  - (iii) Facilities.

e. **Technical Proposal**

- (1) The procedures or innovative methods the Bidder proposes to use to achieve the specified end results, or the special processes detailed in tender documents.
- (2) The Bidder should be able to demonstrate its capability to bring the contract to a satisfactory conclusion by describing the methodology of approach to accomplish the project's required outcomes.
- (3) The information required shall include the following points:
  - (a) Program of works;
  - (b) Key performance indicators;
  - (c) Division of works into subcontracts (paragraph 17.b.13);
  - (d) Innovation proposal to the technical specifications, if any;
  - (e) Reporting and recording systems;
  - (f) Quality Plan (paragraph 17.b.14).
  - (g) **Maintenance program:** Maintenance in charge of the bidder and included in the price proposal (if any) like annual revisions, coverage to correct possible incidences and permanent 24 hours assistance service:
    - (i) Preventive maintenance;
    - (ii) Corrective maintenance for unexpected events.
  - (h) **Spare parts.**
    - (i) Stock of spare parts in Bidders warehouse in order to cater for incidents in a very short space of time.
    - (ii) Ease of spare parts procurement in the market.
  - (i) **After-sale support offered** (duration, type of support and associated costs).
  - (j) **Training**
    - (i) The bidder shall provide two types of training to HQ EC personnel:
      - LEVEL 1: Regular training. It refers to generator set operators training. Due to the high personnel rotation of HQ EC, this training maybe performed on a yearly basis.
      - LEVEL 2: Extended Training. It refers to the training of HQ EC maintenance personnel. They must able to maintain, prevent, detect and correct any anomaly that may affect the generator set operation, as well as to replace damaged spare parts.

f. **Price**

- (1) The price is the sum that HQ EC shall pay to the Bidder for the service provided. This must include all costs over the duration of the contract:
- (a) Generator set cost;
  - (b) Maintenance costs;
  - (c) Training costs; and
  - (d) Delivery costs.

3. **BID DOCUMENTS**a. **Weighting**

- (1) The weighting range for Selection Criteria should be within the following:

RANGE		CRITERIA	Minimum Maximum
<b>Non-price</b>	10–40%	Relevant experience Past Performance	5%
		Technical skills Resources	5%
		Methodology	30%
		<b>Price</b>	60%

4. **CONTRACT EVALUATION**

- a. A Contract Award Committee will assess the bids in accordance with the procedures noted below.
- b. The bids are scored according to the information provided. Only that information submitted at the time of close of bid and lodged with the bid shall be used in the evaluation.
- c. **Scoring “Non-Price” Criteria**

- (1) The evaluation procedures are as follows:
- (a) **Add the individual scores for each non-price criterion.** Each criterion is given a point score from 0 (poor) to 10 (excellent) in increments of 0,5 .
  - (b) **Weigh the individual scores** for each non-price criteria according to the pre-determined weightings.
  - (c) The weighted score is calculated by multiplying the score by the weight. In the example given below, the weighted score for tender 1, criteria 1 is calculated as  $9 \times 20\% = 1.80$ .
  - (d) **The sum of non-price scores for each tender is then normalised to 10.** Normalising is a transformation applied uniformly to each element in a set of data so that the set has some statistical property.

- (e) The following formula is applied to normalise the non-price scores:

$$\frac{\text{Sum of non-price score for each tender} \times 10}{\text{Highest sum of non-price scores}}$$

- (f) **This score is then adjusted for the total weighting of all the non-price criteria** to obtain the overall weighted non-price score.

- (2) The example below shows how the weighted score is calculated and to normalise non-price scores:

			TENDER 2	TENDER 3	TENDER 1
CRITERIA	WEIGHT %				
1	20	SCORE	9,00	8,00	9,00
		WEIGHTED SCORE	1,80	1,60	1,80
2	10	SCORE	7,00	8,00	7,50
		WEIGHTED SCORE	0,70	0,80	0,75
3	10	SCORE	7,00	6,00	9,00
		WEIGHTED SCORE	0,70	0,60	0,90
TOTAL WEIGHTED SUM		40			
TOTAL NON-PRICE CRITERIA			3,20	3,00	3,45
NORMALISED NON-PRICE			9,28	8,70	10,00
WEIGHTED NON-PRICE			3,71	3,48	4,00

- (3) The highest non-price total score is given a score of 10 and the other sums are ranked accordingly in proportion.

#### d. Scoring Price

- (1) Scores for price are based on the following method: (Note that the lower the price, the higher the score.)

WEIGHTED PRICE	60	TENDER 1	TENDER 2	TENDER 3
PRICE OFFER		1.282.000,00	1.333.000,00	1.925.000,00
NORMALISED PRICE		10,00	9,62	6,66
TOTAL WEIGHTED PRICE		6,00	5,77	4,00

$$\text{Normalised price score} = \frac{\text{lowest tender price} \times 10}{\text{tender price}}$$

#### e. Total Scores

			TENDER 1	TENDER 2	TENDER 3
CRITERIA	WEIGHT %				
1	20	SCORE	9,00	8,00	9,00
		WEIGHTED SCORE	1,80	1,60	1,80
2	10	SCORE	7,00	8,00	7,50
		WEIGHTED SCORE	0,70	0,80	0,75
3	10	SCORE	7,00	6,00	9,00
		WEIGHTED SCORE	0,70	0,60	0,90
TOTAL WEIGHTED SUM		40			
TOTAL NON-PRICE CRITERIA			3,20	3,00	3,45
NORMALISED NON-PRICE			9,28	8,70	10,00
WEIGHTED NON-PRICE			3,71	3,48	4,00
WEIGHTED PRICE		60			
PRICE OFFER			1.282.000,00	1.333.000,00	1.925.000,00
NORMALISED PRICE			10,00	9,62	6,66
TOTAL WEIGHTED PRICE			6,00	5,77	4,00
TOTAL SCORE			9,71	9,25	8,00

**EUROCORPS HEADQUARTERS STRASBOURG**

**G8 BRANCH**

**PURCHASING & CONTRACTING SECTION**

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



**CONTRACT IFIB 25INV04**

**PROJECT TO ACQUIRE TWELVE (12) 250 KVA CUSTOMIZED  
POWER SUPPLY GENERATORS**

**CONTRACT - PART I**

**SIGNATURE PART**



**CONTRACT IFIB 25INV04**

**PROJECT TO ACQUIRE TWELVE (12) 250 KVA CUSTOMIZED POWER SUPPLY GENERATORS**

**Between**

- **EUROCORPS HEADQUARTERS**, located in Strasbourg (France), hereinafter referred to as “**HQ EC**”, and represented by LTC Ignacio Arés, acting on behalf of HQ EC in accordance with the Letter of Delegation reference DS HQ EC02/25

**And**

- Company \_\_\_\_\_ located in \_\_\_\_\_, represented by **[contractor’s representative]** (hereinafter referred to as **the Contractor**).
- HQ EC and the Supplier being hereinafter collectively referred to as “**the Parties**”,
- In consideration of the mutual covenant and subject to the terms and conditions hereinafter set forth, the Parties agree as follows

**1. CONTRACT DOCUMENTS**

1.1. This document (hereinafter referred to as the “Signature Page” or “Part I”) including all of its Enclosures, and the following named documents, incorporated herein by reference, constitutes the entire Agreement between the Parties (hereinafter referred to as the “Contract” or “Agreement”):

- (a) HQ EC STRASBOURG INVITATION FOR BID, IFB 25INV04 dated 10<sup>TH</sup> MARCH 2025 together with its tender documents;
- (b) Supplier’s Offer dated \_\_\_\_\_ (Annex A-2 and Technical Offer);
- (c) HQ EC STRASBOURG Notification of tender award, dated \_\_\_\_\_;
- (d) The Technical Specifications

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

- (a) Part I: Signature Page to include its Enclosures;
- (b) Part II: General Provisions;
- (c) Part III: Technical requirements;
- (d) Contractor’s bid accepted by HQ EC;
- (e) Any other documents which are part of this Agreement.

## 2. SCOPE

This is a Firm Fixed-Price Contract for the provision of **twelve (12) Customized Power Generators** to renew the power generator system of EUROCORPS Command Posts. The contractor must furnish the necessary manpower, management and supervision to provide the referred services, 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

The value of the present Contract has been set at € \_\_\_\_\_, in line with price proposal **ANNEX A-4** of the Supplier \_\_\_\_\_, dated \_\_\_\_\_

## 4. DELIVERY ADDRESS

The generators set shall be delivered at XXXXXX,.

## 5. DURATION

The generator sets shall be delivered during a period of five years, from 2025 to 2029, in accordance with the delivery schedule and the performance conditions set up in Part II and III of this contract and the approved contractor proposal. HQ EC reserves the right to cancel the contract for default of contractor performance as stated in clause 35 Part II hereto.

## 6. AMENDMENTS TO THE CONTRACT

Any changes to the content of this contract must be the subject of a written amendment, as long as it modifies either the value of the contract or its object.

Once concluded, the amendment becomes an integral part of the contract.

## 7. INVOICING

Invoices shall be sent after delivery of the generator sets in accordance with the approved delivery schedule established for this contract. They shall 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 (IBAN + BIC SWIFT)

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  
[G8-contract@eurocorps.org](mailto:G8-contract@eurocorps.org)

## 8. PAYMENT

The sums due in execution of the present contract shall be paid within a period of 30 days after properly supported and acceptable invoices have been received and upon completion of delivery or of the works, inspection and acceptance.

If, as a result of the actions of the contractor, 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, and liquidated damages shall apply.

Both Parties understand, agree and accept the terms of this Contract, which will be therefore dated and signed.

**EUROCORPS HQ**

**CONTRACTOR**

Date:

Date:

***[signature]***

***[signature]***

EC COMMANDER

[contractor]'s authorized representative

**EUROCORPS HEADQUARTERS STRASBOURG**

**G8 BRANCH**

**PURCHASING & CONTRACTING SECTION**

**Quartier Aubert de Vincelles – BP 70082 – F - 67020 Strasbourg CEDEX -  
FRANCE**



**CONTRACT IFB 25INV04**

**PROJECT TO ACQUIRE TWELVE (12) 250 KVA CUSTOMIZED  
POWER SUPPLY GENERATORS**

**PART II**

**GENERAL PROVISIONS**

## INDEX OF CLAUSES

1. DEFINITIONS
2. CONTRACTING OFFICER TECHNICAL REPRESENTATIVE
3. ORDER OF PRECEDENCE
4. APPLICABLE LAW
5. CONTRACT EFFECTIVE DATE
6. INCONSISTENCY BETWEEN THE ENGLISH VERSION AND TRANSLATION
7. SECURITY
8. ACCESS CONTROL
9. OPTION
10. CHANGES
11. CONTRACTOR RESPONSIBILITY
12. SUB-CONTRACTS
13. IMPLEMENTATION SCHEDULE
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18. PREFERRED COSTUMER
19. PRICES
20. TAXES AND DUTIES
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23. INSPECTION
24. MARKING AND LABELLING
25. TITLE TO PROPERTY AND RISK OF LOSS
26. ACCEPTANCE
27. WARRANTY
28. EC DELAY OF WORK
29. CONTRACT NOTICE OF DELAY
30. LIQUIDATED DAMAGES
31. LIQUIDATED DAMAGES
32. TERMINATION FOR DEFAULT
33. SPECIAL TERMINATION CLAUSE
34. TERMINATION FOR CLAUSE MAJEURE
35. DISPUTES
36. SIDE AGREEMENTS
37. DECLARATION OF ACCEPTANCE
38. LANGUAGE
39. RELEASE OF INFORMATION
40. CORRUPTION AND ILLICIT GRATUITIES
41. CONTRACT ADMINISTRATIONS AND COMMUNICATIONS

## 1. DEFINITIONS

- a. **HQ EC** means EUROCORPS Headquarters, the legal entity awarding the Contract.
- b. **Contractor** means the legal entity (firm or person) to whom the contract is awarded and on whose behalf, duly authorized persons shall execute it.
- c. **Contract** means the agreement concluded between the Purchaser and Contractor, duly signed by both parties.
- d. **Contracting Officer Technical Representative**, or COTR or Technical Director means a person monitoring and determining compliance with the technical requirements of the contract.
- e. **Sub-contractor** means any person or firms directly or indirectly under sub-contract.
- f. **Sub-contract** means 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.
- g. **Country of Origin** means the home country of a contractor or Sub-Contractor.
- h. **Work** means any tangible thing furnished or any service performed by the Contractor under the terms of this contract.
- i. **Days** shall be interpreted as meaning calendar days.
- j. **Contracting Officer**” means the person executing and managing this contract on behalf of HQ EC.

## 2. CONTRACTING OFFICER TECHNICAL REPRESENTATIVES

- a. Any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless **issued in writing and signed by the Contracting Parties**.
- b. For **Contracting Officers Technical Representatives/Technical Directors**, the authority and responsibility is limited to what is stipulated in the relevant clauses of these General Provisions and **only the authority to provide advice and/or direction to the Contractor that does not create an additional financial liability** above what has already been contractually established under this contract. The HQ EC Contracting Authority is the only one that can financially and contractually obligate HQ EC. Any modification proposed by the COTR and accepted by the Contractor shall be considered as performed under the only contractor's responsibility and will not be considered for payment.
  - (1) EUROCORPS accepts no responsibility for inappropriate contractual obligations entered into by individuals other than Contracting Officers. Individuals entering into such arrangements do so at their own personal financial liability.
- c. The Contractor shall not accept any instructions issued by any person employed by HQ EC or otherwise, other than by the Contracting Officer or the Contracting Officer Technical Representative.

## 3. ORDER OF PRECEDENCE

- a. 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:
  - (1) The Signature Part of the Contract (Part I)
  - (2) The General Provisions (Part II)
  - (3) The Statement of Work / Technical Requirements (Part III)
  - (4) The Contractor's Bid accepted by HQ EC
  - (5) The laws and customary practices of the country where the contract is performed

#### **4. APPLICABLE LAW**

- a. Except as otherwise provided in this Contract, this Contract shall be governed, interpreted and construed in accordance with the laws of France.
- b. It is the contractor's responsibility, without expense to the HQ EC, to obtain and keep valid the necessary permits and/or licenses 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. When performing at HQ EC facilities, the Contractor and his personnel (including also the Sub-contractor's personnel, if any) shall comply with all relevant official NATO and HQ EC Directives and any applicable laws of France.

#### **5. CONTRACT EFFECTIVE DATE**

- a. The effective date of the contract is the date of last signature by the contracting parties or a specific date set forth in the contract.

#### **6. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT**

- a. In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.
- b. All written correspondence and reports provided by the Contractor shall be, as a minimum, in English. Nevertheless, the origin language of the Contractor may be applied if so approved by the Contracting Officer.

#### **7. SECURITY**

- a. The Contractor 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 HQ EC 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. The Contractor accepts to terminate immediately the duties at HQ EC of any employee whose presence is deemed undesirable by HQ EC on the same day that such notification is given by the Contracting Officer or HQ EC Security Officer, without HQ EC being required to state the reasons. Furthermore, in no case HQ EC may be held responsible for the consequences of such a decision.

#### **8. ACCESS CONTROL**

- a. Before entering on HQ EC installations, the Contractor may be required to be in possession of access cards for personnel and vehicles. It is a contractor's responsibility to contact in advance with G2X for getting these types of security cards.
- b. Time lost due to the failure of the Contractor to request in a timely manner access cards and access permits will not entitle him to a claim for lost time or for an extension of the completion date for the performance of the contract.

## **9. OPTION**

- a. The contract is scheduled to last five years, from 2025 to 2029. HQ EC shall have the right to exercise any or all the options, in whole or in part, at the firm fixed prices and at the conditions set forth in this contract. Options are exercised automatically. Nevertheless, in case of Contractor's Default without curing the problem in the agreed time, in accordance with clause 33 hereto, the Contracting Officer may either terminate the contract or apply the penalties set up in clause 30.
- b. The contractor may propose innovations to the contract as well as they fall into the approved yearly budget. If it is the case, and once approved by the HQ EC, the option will be exercised as a modification to the initial contract or as a separate contract, incorporating all applicable terms and conditions.

## **10. CHANGES**

- a. The Contracting Officer may, at any time, by a written order, make changes within the general scope of the contract. In the same way, the contractor may propose changes to improve the generator sets to be manufactured the following year.
- b. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, a negotiated adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly.
- c. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause excuse the Contractor from proceeding with the contract as changed.

## **11. CONTRACTOR RESPONSIBILITY**

- a. The Contractor 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.

## **12. SUB-CONTRACTS**

- a. The Contractor may place and shall be responsible for the administration and performance of all sub-contracts that it deems necessary to meet the requirements of this Contract in full up to a 60% of the total amount of the contract. 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-contractor's personnel to be employed at HQ EC, as stated in the Clause titled "EMPLOYEES" herein.
- b. Even if a sub-contract is placed, the Contractor remains responsible to HQ EC for all obligations it assumes under this contract.
- c. The Sub-contractor, if any, shall procure all permits and licenses necessary for the execution of the contract, at no cost to HQ EC.



### **13. IMPLEMENTATION SCHEDULE**

- a. For the project stipulated in this contract, and at the beginning of each year, the Contractor shall submit prior to commencing any works and for approval by the Contracting Officer, a practicable planning and implementation schedule. The schedule shall show as a minimum the supply phase, and the test and acceptance phase. The date to begin and end the phases and activities must be clearly indicated, as well as the delivery date to HQ EC.
- b. Failure of the Contractor to comply with the above may result in termination for default of the project by the Contracting Officer on the grounds that the Contractor is not executing the project with such diligence as will ensure completion with the time specified in the contract.

### **14. CONTRACTOR PERSONNEL**

- a. The Contractor 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 Labour Laws, tariffs and social security and other regulations applicable to the employment of its personnel.
- b. The Contractor's status shall be that of an independent Contractor and it is expressly understood that neither the Contractor (and its personnel) nor the Sub-Contractors shall be considered in any respect as being employees, servants or agents of HQ EC.
- c. HQ EC will not give any directives to the Contractor's personnel for any matter under this contract other than safety and security instructions. For coordinating and performance issues, the contractor shall appoint a Technical Representative who will be the only contractor's point of contact with the HQ EC.

### **15. AUTHORIZATION TO PERFORM**

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

### **16. PROTECTION AND INDEMNIFICATION**

- a. The Contractor shall at all times hold HQ EC, its agents, representatives and employees harmless from any and all suits, claims, charges and expenses which arise from acts or omissions of the Contractor, its agents, representatives, employees or Sub-contractors.
- b. The Contractor shall pay compensation for all damage occurring to any HQ EC property, facilities and utilities, occasioned by the Contractor, its agents, representatives, employees or Sub-contractors, arising from its or their presence on HQ EC premises in connection with the Contract.
- c. If a defective product causes any physical damage to consumers or their property, EU legislation on liability for defective products will apply.

## 17. INSURANCE

- a. At all times during the performance, the Contractor agrees to procure and maintain, without any cost to HQ EC, any workmen's compensation, employees liability or other type of insurance required by the law.
- b. The Contractor agrees to procure and maintain, without any cost to HQ EC, a suitable civil liability insurance to cover damage that could be caused to HQ EC property and/or individuals in France.

## 18. PREFERRED CUSTOMER

- a. The Contractor warrants that the prices set forth in this Contract, and appendices thereto, are as favorable as those extended to any Government, Agency, Company, Organization 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 Contractor 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 HQ EC 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 bonuses, export tax reduction, turnover tax exemptions and other reductions based on National Policies.

## 19. PRICES

- a. Unless otherwise indicated in the contract, all prices are firm and fixed, except for taxes and customs and charges, if due.
- b. Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Office.

## 20. TAXES AND DUTIES

- a. HQ EC is exempted from VAT, but in accordance with French Tax laws, EC shall pay VAT in advance and then recover it afterwards. The Contractor shall include taxes and duties in the offer in accordance with the procedures outlined below.
- b. The HQ EC VAT depends on the country where the company has its fiscal address. Value Added Tax Procedures are as follow:
  - (1) Goods/services acquired from companies established in France: VAT is collected directly by the supplier as common French rule.
  - (2) Goods/services acquired from companies whose main office is located out of France but in European Union area and directly provided/picked up up in supplier's office/shop: The supplier provide an invoice with local VAT(supplier country's rules).
  - (3) Goods/services acquired from companies whose main office is located out of France but in European Union area and directly delivered in France: The supplier provide an invoice without VAT and the ECHQ self-liquidate VAT with France administration.
  - (4) Goods/services acquired from companies whose main office is located outside of European Union: The supplier provide an invoice without VAT and the ECHQ self-liquidate VAT with France administration.

## **21. INVOICES**

- a. An original invoice shall be submitted 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) and bank details (IBAN & BIC Codes). If it is the case, details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.

## **22. PAYMENTS**

- a. Payments for all supplies and services shall be made after properly supported and acceptable invoices received and upon completion of delivery or of the works, 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.
- d. HQ EC shall not bear any cost related to financial guarantees, which the Contractor is required to provide under this Contract.

## **23. INSPECTION**

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered under this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended.
- b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by HQ EC, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, HQ EC shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reductions in price, which is equitable under the circumstances.
- d. The inspection and test by HQ EC of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, hidden deficiencies, fraud or such gross mistakes as amount to fraud.

## **24. MARKING AND LABELLING**

- a. A label showing the HQ EC contract number and the name of the Contractor shall be affixed in a visible place to each major item of equipment and independent component. The label shall resist rubbing and minor abrasion.
- b. The generator sets shall comply with European Directives regarding CE marking (Directive 93/68/EEC for products to be marketed within the EU).

## 25. TITLE TO PROPERTY AND RISK OF LOSS

- a. Unless this contract specifically provides for earlier passage of title, title to property of the supplies covered by this contract shall pass to HQ EC upon formal acceptance, regardless of when or where HQ EC 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 Contractor until, and shall pass to HQ EC upon:
  - (1) Delivery of supplies as specified in accordance with the Contract; or
  - (2) Acceptance by HQ EC or receipt of the supplies by HQ EC at the destination specified in the Contract, whichever is the later.
- c. Risk of loss or damage to supplies which fail to conform to the contract as to give a right of rejection, shall remain with the Contractor until cure or acceptance.
- d. Notwithstanding the above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents or employees of HQ EC acting within the scope of their employment.

## 26. ACCEPTANCE

- a. Acceptance or rejection of the supplies or works shall be made as promptly as practicable and, in any case, not later than one (1) month after delivery or completion, except as otherwise provided in this contract.
- b. 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 HQ EC acknowledges that the Contractor has fully demonstrated that the deliveries or works are complete and operational.
- c. The formal acceptance will take place when the following requirements have been met:
  - (1) Availability at final destination of all deliverables or completion of all the works.
  - (2) Satisfactory completion of all training or other services, if any, required by that date.
  - (3) Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.
- d. 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 more than ten (10) percent of the total annual contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.

## 27. WARRANTY

- a. Notwithstanding inspection and acceptance by HQ EC of work performed under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of twenty-four (24) months or whichever longer period provided by either the manufacturer or relevant EU law following the date of acceptance:

- (1) All supplies furnished 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; and
  - (2) The preservation, packaging, packing and marking and the preparation for and method of shipment of such supplies will conform with the requirements of this contract.
- b. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in the first paragraph of this clause within thirty days (30) after discovery of any defect.
  - c. Within a reasonable time after such notice, the Contracting Officer may either:
    - (1) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of this contract; or
    - (2) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.
  - d. When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor.
  - e. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph c to correct or replace the defective or non-conforming supplies. In the event it is later determined that such supplies were not defective or non-conforming within the provision of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute".

## **28. 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 authorized 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 HQ EC facilities.

## **29. CONTRACTOR NOTICE OF DELAY**

- a. 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 or to get the equipment ready to start work for whatever reason, including actual or potential labour disputes, he shall immediately notify the Contracting Officer 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 HQ EC 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, HQ EC 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.

### **30. LIQUIDATED DAMAGES**

- a. In lieu of actual damage the Contractor shall pay to HQ EC as fixed, agreed and liquidated damages for each calendar day of delay, 0,025 % of the total contract price of the year, less handling, transportation and taxes, to a maximum of 5 % of annual contract cost.
- b. Alternatively, HQ EC may terminate this contract in whole or in part as provided in paragraph (a) of the Default Clause.
- c. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, as defined in paragraph (c) of the Default clause.
  - (1) In such event, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.
- d. The HC EC may exonerate the Contractor to pay the penalties if the explanation provided by the Contractor seems justified enough.

### **31. TERMINATION FOR CONVENIENCE**

- a. HQ EC may terminate the performance of work under this contract in accordance with this clause in whole, or in part, whenever due to unexpected circumstances, the Contracting Officer shall determine that such termination is in the best interest of HQ EC. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated 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 deliveries/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 six months 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.
- d. Subject to the provisions of paragraph c., the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- e. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph d. upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, HQ EC shall pay to the Contractor the amounts determined by the Contracting Officer. The Contractor may then raise a claim in accordance with the "Dispute" Clause.

### **32. TERMINATION FOR DEFAULT**

- a. HQ EC may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
- (1) If the Contractor fails to perform the services/deliver the supplies within the time specified herein or any extensions thereof; or
  - (2) If the Contractor 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 and in either of these two circumstances does not cure such failure within a period of 30 days after receipt of notice from the Contracting Officer specifying such failure.
  - (3) If the generators sets delivered the previous year have had working problems and the contractor has failed to solve them within the time agreed between both parties.
- 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 an amount equivalent to the 3% of these excess costs; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. The contractor shall be liable for all damage or loss of goods, as well as delay in their delivery, caused while they are under custody.
- d. The liability of the carrier for loss or damage of the goods shall be limited to the figures established in the national/international legislation.

- e. Unless otherwise stated in this contract, it is considered late performance the delay in the delivery time in more than 30 days in the scheduled time. Liabilities for late performance shall be 0.025 % of the total contract price of the year for each calendar day of delay and to a maximum of 5 % of the annual contract price.
- f. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond his control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- g. Both parties are under duty of good faith. The contract includes not only the specific terms, but also law and customary practice applicable in France and to the type of trade to which the contract relates.

### **33. SPECIAL TERMINATION CLAUSE**

- a. If at any time while this contract is in force either party find itself in one of the following situation:
  - a. Death, supervened incapacity or extinction of its legal entity;
  - b. Declaration of bankruptcy, reorganization of debts, take over by a trusty, or any other legal status implying lack of capacity to enter new financial liabilities;
  - c. Change of activity in such a manner that it becomes incompatible with the purpose of this contract;
  - d. Closing of HQ EC activities in Strasbourg.

Then the other party shall be entitled to terminate this contract upon giving written notice of termination under the provisions of this clause to the other party. Such termination shall not be considered as termination for convenience and shall be effective on the date stated on the notice of termination.

### **34. TERMINATION FOR FORCE MAJEURE/PANDEMIC/EPIDEMIC**

- a. In case of events considered as Force Majeure by any official institution, the following rules shall apply:
  - (1) If complying with contractual obligations is physically or legally impossible, then no party shall be liable hereunder for any failure or delay in the performance of its obligations under this contract.
  - (2) If an amendment to the contractual obligations is required, a new dialogue shall be open between the parties in order to draw up the new contractual requirements.
  - (3) In any case, the HQ EC shall only pay for the services performed.
- b. Each party shall use reasonable efforts to notify the other party of such a Force Majeure Event, its anticipated effect on performance, and expected duration, within one business day from its occurrence.



- c. During the Forde Majeure period, the contractor shall:
  - (1) Issue periodic reports regarding the progress of the Force Majeure Event to HQ EC
  - (2) Use commercially reasonable efforts to avoid or remove the causes of a Force Majeure Event
  - (3) Continue performance whenever such causes have disappeared.
- d. If performance is delayed over fifteen (15) days, the HQ EC may terminate this purchase order upon written letter (Notice of Termination) specifying the extent to which the performance of work shall continue and the date upon which such termination becomes effective

### **35. 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. Should the Contracting Officer and the Contractor fail to come to an amiable settlement of the dispute, the dispute will be settled in the competent Court of Strasbourg, arbitration councils included, unless otherwise specified in this contract. In case of using judicial avenue, the Contractor shall waive the coverage of those courts corresponding to its fiscal residence in order to rise before the competent Strasbourg Court.
- c. Any claim coming from any of the Parties shall be notified in writing to the other Party; there will be a period of 30 days since the official reception of the letter to answer and justify the disagreement. If it is not the case, the Contracting Officer decision shall be conclusive and the other Party can file a claim in accordance with the above paragraph.

### **36. SIDE AGREEMENTS**

- a. 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.

### **37. DECLARATION OF ACCEPTANCE**

- a. The Contractor 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.

### **38. LANGUAGE**

- a. All inquiries, notices and communications between the Contractor and HQ EC shall be written in English.

### **39. 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 Contractor or his employees shall not, without prior authorisation of HQ EC,

release any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.

#### **40. CORRUPTION AND ILLICIT GRATUITIES**

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

#### **41. CONTRACT ADMINISTRATIONS AND COMMUNICATIONS**

- a. The Contractor 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 / 20 95  
E-mail:[g8-contract@eurocorps.org](mailto:g8-contract@eurocorps.org)

**EUROCORPS HEADQUARTERS STRASBOURG**

**G8 BRANCH**

**PURCHASING & CONTRACTING SECTION**

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



**IFIB 25INV04**

**PROJECT TO ACQUIRE TWELVE (12) 250 KVA CUSTOMIZED  
POWER SUPPLY GENERATORS**

**PART III**

**STATEMENT OF WORK / TECHNICAL REQUIREMENTS**

**Part III Section A – SPECIAL PROVISIONS**

1. BACKGROUND
2. DURATION OF CONTRACT
3. DELIVERY SCHEDULE
4. BUDGET ESTIMATION
5. PRICE PROPOSAL
6. PAYMENT
7. ENVIRONMENTAL REGULATIONS

**Part III Section B – STATEMENT OF WORK**

1. AIM OF CONTRACT
2. TECHNICAL OFFER
3. DIRECTIVES
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5. GENERATOR SETS STANDARDS
6. GENERATOR SET TECHNICAL SPECIFICATIONS
7. DOCUMENTATION
8. MAINTENANCE
9. SPARE PARTS
10. TRAINING

## SPECIAL PROVISIONS

### 1. BACKGROUND

- a. The EC HQ Command Post is supported by a power plant, made up of generator sets and a foreseen Battery Energy Storage System (or some other hybrid solution), aimed at saving fuel as well as being used as an alternative energy stored system.
- b. The EC Power Generators have reached the end of their life cycle, thus resulting in an increasing maintenance and budget requirements; moreover the electrical network they can provide does not comply with current NATO-standards (STANAG 4135 / AEP-28).
- c. This contract is part of the EC HQ Investment Program to renew the Power Generation System for the EC Command Posts with the procurement of a power plant and an energy storage system with the total of 3.500 KW.

### 2. DURATION OF CONTRACT

- a. This contract is intended for a total duration of five (5) years, from 2025 to 2029. Although this project is included and approved in the EC HQ Plan of Investment, EC HQ is funded on an annual basis. Whereas there is every expectation that funds will be made available in future years, funding is only available for the first year of the contract (2025), having to be committed at the beginning of every year on the contract.
- b. Moreover, EC HQ reserves the right to cancel the contract in case of Default in accordance with clause 34 to Part II to this contract.

### 3. DELIVERY SCHEDULE

- a. The contractor shall provide twelve (12) 250 KVA Power Generators in accordance with the following delivery schedule:
  - (1) 2025: 4
  - (2) 2026: 2
  - (3) 2027: 2
  - (4) 2028: 2
  - (5) 2029: 2
- b. The contractor shall include in his Project the foreseen delivery dates for each year of the Power Generators.
- c. For this contract, and related to clause 34.e of Part II of the contract, it is considered late performance the delay in the arrival time in more than 30 days in the scheduled time.

### 4. BUDGET ESTIMATION

- a. The total estimated cost of this contract amounts to 2,700,000 euros. The contractor shall specified in the Price Proposal (Annex IV to Part I) the cost of every Power Generator. For 2025, the maximum amount to expend is 900,000 euros for the four (4) Power Generators. For the rest of the years, it is estimated a maximum annual amount of 450,000 euros for the two generator sets.
- b. Depending on both budget availability and the final cost of the bid, the contractor may propose improvements to the Power Generators for the upcoming years, justifying the new price of the Power Generators. In case EC HQ approves the contractor proposal, a written amendment shall

be signed between the Parties. But in any case, **the Price Proposal shall be based on a firm fixed-price of each Power Generator.**

## **5. PRICE PROPOSAL**

- a. Price Proposal shall be submitted in accordance with the **Price Proposal Template** included in Annex IV of Part I of this IFB.
- b. The proposal shall include four different blocks:
  - (1) The price of the generator set.
  - (2) Maintenance cost (included and not included in the contract)
  - (3) Training costs
  - (4) Delivery cost.
- c. Depending on the delivery costs, Power Generator measures and weight, and the EC HQ availability of means of transportation, EC HQ may decide to pick up the Power Generators from the contractor's facilities. The Bidder shall specify in his tender:
  - (1) Power Generator measures and weight.
  - (2) Pick-up location.

## **6. PAYMENTS**

- a. Payments shall be made after properly supported and acceptable invoices submitted upon completion of delivery or of the works, inspection and acceptance.

## **7. ENVIRONMENTAL REGULATIONS**

- a. The Power Generators shall comply with all in place Environmental Regulations and Environmental Standards for Generators.
- b. The generators sets shall comply with all specific regulations of the European directive, the standards, and the CE marking (Directive 93/68/EEC for products to be marketed within the EU).

**PART III SECTION B.**

**STATEMENT OF WORK**

**1. AIM**

- a. This is a multiannual firm fixed-price contract for the acquisition of twelve (12) Customized Prime Power Generators in accordance with the Technical Specification outlined in clause 2 below.
- b. The foreseen maximum amount to be expended under this contract is 2,700,000 euros, of which 900,000 euros have been committed for the year 2025.
- c. Generator sets must comply with the EU guidelines for the protection of moving parts, protection of very hot elements and electromagnetic compatibility. The generator sets shall be labelled with the EC marking and the certificate of conformity concerned shall be provided.
- d. Expected lifespan of the generator sets: 15 years.

**2. TECHNICAL OFFER**

- a. The Bidder shall propose a project that while complying with the generator sets technical specifications specified below, offers the best innovate solution for the EC HQ power plant. The project shall include all the planning stages, from initial design to the final implementation and ongoing support and maintenance.
- b. Although the Bidder shall stick to the requested technical specifications, it may also propose either variations or improvements that may imply future savings to the EC HQ (maintenance costs, spare parts, etc). All the components of the generator sets shall come from the most reliable industrial suppliers.
- c. The technical proposal shall contain as a minimum the following subjects:
  - (1) Project program and timelines.
  - (2) Maintenance program
    - (a) Preventive maintenance
    - (b) Corrective maintenance for unexpected events.
    - (c) Maintenance in charge of the bidder and included in the price proposal (if any) like annual revisions, coverage to correct possible incidences and permanent 24 hours assistance service.
  - (3) Spare parts.
    - (a) Stock of spare parts in Bidders warehouse in order to cater for incidents in a very short space of time.
    - (b) Ease of spare parts procurement in the market.
  - (4) After-sale support offered (duration, type of support and associated costs).
  - (5) Technical Support
    - (a) Project team, including their CV,s.
    - (b) Assistance network.
    - (c) 24 hours service.
    - (d) After-sale support
  - (6) Training program for EC HQ generator sets operators.
    - (a) Initial training for operators (and their replacements)
    - (b) Extended training for maintenance personnel.

- (c) The Bidder shall specify in its tender as a minimum the duration, the program (subjects), and the material to be delivered. The training shall be performed at EC HQ facilities in Strasbourg.
- (7) The equipment, including facilities the Bidder proposes to use on the project. The information required should include the following:
  - i Specialist equipment;
  - ii Labour; and
  - iii Facilities.
- d. Evaluation Weighting Rates are included in Annex A-8 to Part I of this IFIB.

### 3. DIRECTIVES

- a. The generator sets shall comply with the following Directives:
  - (1) Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014.
  - (2) Directive 2004/108/EC of the European Parliament and of the Council of December 15, 2004 on the approximation of the laws of the member states relating to electromagnetic compatibility.
  - (3) Directive 98/37/EC of the European Parliament and of the Council of 22 June 1998 on the approximation of the laws of the Member States relating to machinery.
  - (4) Directive 2000/14/EC of the European Parliament and of the Council of 8 May 2000 on the approximation of the laws of the Member States relating to noise emissions in the environment by equipment for use outdoors.
  - (5) Directive 2004/26/EC of the European Parliament and of the Council of 21 April 2004 by amending 97/68/EC relative to approximation of the laws of the Member States over measures against the emission of gaseous and particulate pollutants from internal combustion engines to be installed in non-road mobile machinery.
  - (6) Directive 2016/1628 of the European Parliament and of the Council of 14 September 2016 on requirements relating to gaseous and particulate pollutant emission limits and type-approval for internal combustion engines to be installed in non-road mobile machinery, amending Regulations (EU) No. 1024/2012 and No 167/2013, thus amending and repealing Directive 97/68/EC.
  - (7) Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery and amending Directive 95/16/EC.
  - (8) Directive 2014/35/EU of the European Parliament and of the Council of February 26, 2014 on the harmonization of the laws of the Member States relating to the placing on the market of electrical equipment designed for use within certain voltage limits (repeals 2006/95/EC).
  - (9) Directive 2014/30/EU of the European Parliament and of the Council of 26 February 2014 on the harmonization of the laws of the Member States relating to electromagnetic compatibility (repeals 2004/108/EC).

### 4. BIDDERS QUALITY CERTIFICATIONS

- a. The Bidder must own the ISO 9001 certification (Quality Management System) and it will be assessed for the environmental pollution prevention, to have implemented an Environmental Management System (ISO 14001 certification or similar).

### 5. GENERATOR SET STANDARDS



- a. The generator sets must comply with the following standards:
- (1) ISO 1161:2016 "Series I freight containers- corner and intermediate fittings-specifications"
  - (2) ISO 12944 (all parts included) "paints and varnishes. Corrosion protection of Steel structures by protective paint systems"
  - (3) ISO 1496-I AMD 1:2016 "Series I freight Containers-Specification and testing - Part 1: General cargo containers for general purposes; Amendment I"
  - (4) ISO 668: 2020: "Series I freight containers – Classification, dimensions and ratings".
  - (5) ISO 3046-1/2002 "Reciprocating internal combustion engines -Performance"
  - (6) ISO 8528. "Reciprocating internal combustion engine driven alternating current generating sets"
  - (7) ISO 22241 "Diesel engines — "NOx reduction agent AUS 32"
  - (8) ISO 16750-3- "Road vehicles — Environmental conditions and testing for electrical and electronic equipment — Part 3: Mechanical loads"
  - (9) MIL-STD-810H: "Environmental engineering considerations and laboratory tests."
  - (10) AEP-28: "Electrical power supply in the field: Technical aspects for interoperability".
  - (11) STANAG 1135 ed.6"Interchangeability of fuels, lubricants and associated products used by NATO armed forces".
  - (12) STANAG 2413 ed.4." Demountable load carrying platform (DLCP/FLATRACKS).
  - (13) STANAG 2828 ed.7: "Military pallets, packages and containers".
  - (14) STANAG 4062 ed. 6: "Lifting and anchoring elements for military equipment for transport by land and sea".
  - (15) STANAG 4133 ed.4: "Methods of specifying power supplies"
  - (16) STANAG 4174 Ed. 3. "Allied reliability and maintainability publications"
  - (17) STANAG 4370 ed.7 "Environmental testing".
  - (18) UIC 592 "intermodal transport units for vertical transshipment and suitable for wagon transport".
  - (19) MIL-HDBK-46164 "Rustproofing for Military Vehicles and Trailers".
  - (20) MIL-PRF-81733-D: "Sealing and coating compound, corrosion inhibit".
  - (21) MIL-STD-461G "Requirements for the control of electromagnetic interference characteristics of subsystems".
  - (22) MIL-STD 1474E "Design criteria standard noise Limit"
  - (23) MIL-PRF-23377K "Primer coatings: Epoxy, high-solid"
  - (24) NATO Infrared Reflective (IRR) Green Colour for Painting Military Equipment.
- b. The generator sets will also have to comply with the CE marking (Directive 93/68/EEC for products to be marketed within the EU).

## 6. GENERATOR SET TECHNICAL SPECIFICATIONS

### a. OPERABILITY CONDITIONS

- (1) Water/Humidity protection: all the electrical components will have a minimum IP protection of IP54.
- (2) The genset will be able to operate under climatic zones A1 to C1 (STANAG 4370) with the various fuel classes admitted, at full load.
- (3) The genset will be able to operate under climatic temperature: -32 to +49 °C range as stated on STANAG 2895 Category A1 (Extreme Hot Dry) - C1 (Intermediate Cold)]
- (4) The genset will be able to operate under Environmental Humidity: 0 - 100 % as stated on STANAG 2895 Category A1(Extreme Hot Dry) - C1(Intermediate Cold)

- (5) The genset will have Electro-Magnetic-Protection to comply to EU-RiLi 89/336/EWG (Also Fulfil EU directive 2014/30/EU)
- (6) The genset will have pre-heating of the cooling liquid and required elements to ensure optimal temperature and humidity conditions.
- (7) The genset will be resistant against sea and saltwater based on ISO 12944 standards "paints and varnishes. Corrosion protection of steel structures by protective paint systems".
- (8) The nominal power per unit will be 250 KVA PRP (prime power)/ 275KVA ESP (Standby power) at 1000 m, 40 °C.
- (9) The nominal voltage will be: 400/230 V
- (10) The nominal current will be: min. 360A
- (11) The nominal frequency will be: 50 Hz
- (12) The frequency stability will be:  $\geq 90$  %
- (13) Each genset will operate on both a 10% lateral slope and a 10% longitudinal slope by an efficient and safe fuel and oil injection system such as a liquid stabilization system for both systems.

b. **COMPONENTS AND GENERATOR SET WORKING FEATURES**

- (1) Apparent power of 250kVA / 275 kVA (Standby power)
- (2) Diesel Engine. Capability to be run with F54 – DIESEL and F63 – KEROSENE ( $\leq 8\%$  loss of engine power).
- (3) The engine oil will be: O-236 (15W40)- Below -15 °C O-1178(5W30)
- (4) Three-phase alternator, 400 V voltage and 50 Hz.
- (5) Voltage electronic regulator with 0,5% precision included within the control panel for an ease regulation.
- (6) Energy Management-System: conformed within a control panel to manage synchronization among gensets, adapt power consumption, start and shutdown gensets automatically. Commercial real estate Technology contro system must be insured (CRE Technology).
- (7) 24V Batteries set with minimum standard as GEL Batterie or with Absorbent Glass Mat Technology (AGM).
- (8) Cranking engine.
- (9) Batteries charging alternator
- (10) Engine heater resistor.
- (11) Engine heater resistor thermostat.
- (12) Electronic speed governor.
- (13) LCD screen.
- (14) Screen / start / stop pushbutton.
- (15) Electrical protections.
- (16) Warning and critical alarms.
- (17) Internal and external Emergency pushbutton.
- (18) External starting plug according to NATO standard.
- (19) Power Panel & electrical outlet
- (20) Power locks Power Panel.
- (21) Automatic cable drum system.
- (22) The system will count with a closed water-cooling circuit with a radiator dimensioned for 45° centigrade and a fan mechanically actuated by the engine.
- (23) Fuel filter with water separator
- (24) Oil manual extraction kit.
- (25) 1CC ISO 20 Container for Truck, Railway, Ship, Air Plane (C130, A400M, IL76 etc.) transportation as well as transportable by forklift (SMV 18-1200C) and lift by cranes.

- (26) Mechanical welded skid with vibration silent blocks located between engine –alternator set and the skid.
- (27) Liquid collecting pan.
- (28) Gas exhaust subsystem silencer including flexible compensator.
- (29) Protections included to avoid contact with very hot parts or in movement.
- (30) Internal fuel tank to operate 24h independent.
- (31) Quick coupling system for external fuel tanks.

c. **ISO 20 1CC CONTAINER SPECIFICATIONS**

- (1) The ISO 20'1CC container will be designed to integrate a load hook (hitch), rail system at the bottom in order to load it on container trucks equipped with multilift system, danroll or equivalent.
- (2) Weight:  $\leq 10.000$  kg
- (3) The container will be able to be transported and manipulated over the following equipment or circumstances:
  - (a) Load by Platform cargo truck VEMPAR type or equivalent (STANAG 2413).
  - (b) Lift with cranes and Eurocorps forklift model: SMV 18-1200C.
  - (c) Lift with external devices to load over JELCZ, PPLOG units.
  - (d) Transported within a C-130, A400M, IL76 or equivalent transportation airplane.
  - (e) Transported over Truck (all terrain), Railway, Ship, Air Plane.
  - (f) Fulfil transportable container 1CC, ISO 668, CSC, UIC, TIR specification requirements.
  - (g) Will integrate a pair of side tunnels for forklift forks entry to lift containers that comply with dimensions stipulated under ISO 1496-1 standard for Class 1 CC containers.
  - (h) Will be equipped with eight ISO corners, stipulated under ISO 1496-1 standard for Class 1 CC containers.
  - (i) Each genset could be operated on a trailer or truck.
  - (j) The container will comply with STANAG 4062 and UIC 592 standards transportation requirements, including center of gravity middle marking.
- (4) It will integrate in its interior the power plant equipment as well as its required modifications (fastenings, grids, doors, interior partitions and others) to meet the technical specifications.
- (5) This sub-system will decrease sound levels to comply with the levels of the European Community Directive 2000/14/EC which came into force on January 3, 2006.
- (6) Effective Sound Pressure:  $\leq 63$  dB (A) at a distance of 7 m and 75 %  $P_{NENN}$
- (7) The Transportable container will fulfil 1CC, ISO 668, CSC, UIC, TIR (Length/With/Height – 6058/2438/2591- tolerances +0, -6 mm) requirements.
- (8) The container will incorporate on its structure four mechanical jacks for ground levelling over irregular ground floors and a bubble level on each corner. STANAG 4062 and UIC 592.
- (9) An additional ladder will be included to go inside of the container when the generator is operating on a trailer or truck.

d. **SAFETY RELATED COMPONENTS**

- (1) Emergency stop push buttons according to standard (NTP-86RD-1215/1997).
- (2) The system will contain a total of 3 Emergency stops: one in the container, one close to the operating room door and one close to the operating panel.
- (3) Fully protected, low-noise cooling system.
- (4) Silent exhaust system completely enclosed to guarantee operator's safety.

- (5) Low consumption led interior lights with effective system to avoid the possible untimely ignition and Schucko type plug with its protection.
- (6) Interior soundproofing with mineral fiber insulation and micro-perforated, fire-retardant and water-repellent internal sheet metal.
- (7) Included Safety instructions and emergency lights according to the accident preventions law inside of the container.
- (8) Lights inside of the Container electrical control cabinet\ panel for troubleshooting and maintenance.
- (9) All circuit breaker will be over watched and with a specific alert in the display.
- (10) Overvoltage protection on control panel (surge suppressor type).
- (11) Storm hook on every door or flap are provided.
- (12) Fuel\Liquid leaking sensors within the container at the collecting pan.
- (13) Internal exhaust system protected with thermal insulation material to avoid accidental burns and to hold heat within the exhaust. (no step required).
- (14) Grids, inlet ventilation and extractor fan for air renewal is sized according to the container volume. The extractor is additional to engine fan and used whenever the engine is shut off.
- (15) The container with deflectors to channel outlet hot air.
- (16) Motorized blinds/louvers to operate them electrically. It will close/open automatically.
- (17) The electrical control cabinet is climatized to maintain required temperature conditions (electrical heater with thermostat, fans, etc.).

e. **PAINTING & CORROSION PROTECTION SYSTEM**

The container will be protected under the following environmental conditions:

- (1) Resistant against Sea- and Saltwater. -ISO 12944 (all parts included) "paints and varnishes. Corrosion protection of Steel structures by protective paint systems"
- (2) CBRN protection: decontamination of the generation sets will be possible with chemical liquids and hot gas/air at around 120 °C`.
- (3) In order to achieve container environmental treatment for marine/salty environment requirements as well as CBRN protection requirements, the following treatment procedure will be applied:
  - (a) C5M system as ISO 12944 to achieve Marine/salty protection.
  - (b) Coating for resistance to contamination and decontamination of STANNAG 4360 chemicals.
  - (c) High longevity paint system.
  - (d) Degreasing, phosphating and shot blasting treatment will be applied to the entire structure in order to be fully primed.
- (4) Coating:
  - (a) First epoxy primer coat 23377 ZN (60-80 Microns)
  - (b) Second epoxy primer hb green camo (130-160 Microns)
  - (c) Third polyurethane CARC (Chemical Agent Resistant) Coating NATO GREEN.
- (5) The Generator Set components and its accessories have anti-corrosion protection that fulfil MIL-HDBK-46164 and MIL-PRF-23377H standards beside marinized alternator protection and other protections that allow the equipment to work under humidity, temperature and altitude conditions and under exposure to rain, ice, hail, snow, splashes and dust.

f. **CONTAINER ACCESSORIES.**

- (1) Fixed internal Led lights as well as war light (blue).
- (2) Battery disconnect switch.

- (3) Accessories fixing systems.
- (4) Grounding rod sized according to system requirements (1.5 meters) and properly marked.
- (5) The grounding rod includes a ground spike, 6 meters of clamp cable (High flexible and UV protected) and its corresponding terminal for connection to the grounding point. It also has a clamping system, which allows the grounding rod to be fixed during transport. The grounding rod complies with the stipulations for low voltage regulations.
  - (a) The grounding pin is designed to drill in the ground at least 1m length. With an internal bar IOT drill the pin in the ground. The Pin have to have small holes IOT water the soil surrounded.
- (6) Four (4) grounding points at the container.
- (7) Container structure composed of (4) four mechanical jacks in order to ground levelling over irregular ground floors and a bubble level on each corner.
- (8) The container will include grounding equipment and fire extinguisher to be included and internal transportable for secured transport. Secured transport must be insured at minimum with two (2) adjustable tension belts.
- (9) An additional ladder is included to go inside of the container whenever the generator is operating on a trailer or truck. Designated place of the ladder inside of the generator and fixed for loading security.
- (10) Maintenance/repair tools for the engine up to level 3 are absolutely essential for repairing the generators. At least the following special tools are required:
  - (a) Grade washer for the crankshaft
  - (b) Engine turning device (Turning Gear Device)
  - (c) Engine diagnostic device/tester
- (11) Maintenance/Spare Parts supply:
  - (a) Regular maintenance cycles should be possible by EC personnel
  - (b) Lifespan Spare Parts supply needed: minimum. 10 years
- (12) Fixed system to empty oil and coolant (hand pump) will be provided
- (13) Two (2) ABC Fire extinguishing bottles (min. 6kg). For secured transport see 4. C. (7) (h)
- (14) Emergency panic bars on every door were humans going in and out.
- (15) Two (2) fuel flasks.
- (16) Funnel (trachea) that allows easy refuelling with skids.
- (17) One (1) Flashlight, multifunction rechargeable with charger, krypton lamp and at least one hour duration, with 90° pivoting head, built-in magnet to place the flashlight on metal parts, LED charge indicator, flashing function.

g. **CHARACTERISTICS AND FUNCTIONAL FEATURES**

- (1) Panels with IP54 protection (any other auxiliary panel will comply with this minimum IP)
- (2) Electrical Installation fulfils HD60364-1:2008 and IEC 60364-1:2005 standards.
- (3) All Energy Management elements are embedded within the container and do not require any external equipment for its operation
- (4) Energy Management System (EMS) has smart communication system for fuel saving, noise reduction and exhaust emission reduction during low power consumption.
- (5) The control system has the flexibility to adapt power generation automatically based on power consumption. EMS will start/stop gensets automatically based on power consumption demand parameter settings. In case of low fuel the control needs to request to start another generator of the setup
- (6) Energy Management-System will be able to manage energy consumption demand between the connected generators (Small - Medium - Heavy Generators).
- (7) Energy Management-System will be able to connect (8 (eight) or more Small - Medium - Heavy Generators) together with last generation generators in Eurocorps (EC Kapi small generators, SGI medium generator or equivalent).

- (8) Energy Management-System will control and check the fail-safe status of an isolation leak overall the whole Generator set for each phase.
  - (a) Isolation leak detectors from BENDER company.
  - (b) The system must be able to detect and display the isolation leak of every circuit. Especially to display the impacted circuit.
  - (c) The system must display the first isolation fault with an optical- and sound signal. With no, effect on the operation of the generator.
- (9) The control system will be able to synchronize different generators automatically, so the set-up of the generators will work in parallel and in line operation.
- (10) Compatible with three-phase 3- or 4-wire systems, or two-phase or single-phase systems.
- (11) Able to work up to 8 (eight) generators in parallel.

#### h. **POWER PANEL WITH ELECTRICAL OUTLETS**

Panel to provide external loads connections and auxiliaries inputs. It includes the following main components:

- (1) Outlets:
  - (a) Electrical Outlets: 6 (six) x 125A CEE 400V with IP67 protection. Three outlets with automatic load rejection in case of overload of the generator through circuit breakers.
  - (b) 16A, 3p Protective Contact type Schuko® (1x)
  - (c) Outlet with differential protection B- RCD 125A 300mA short circuit current 500A with short time delay.
- (2) Inputs
  - (a) External starting plug according NATO-standard.
  - (b) Electrical 16A, 3p+ n for auxiliary services (battery charger, heater, etc.).

#### i. **POWER LOCKS PANEL (POWER LOAD SHARING)**

Panel for the interconnection of load sharing power cables that integrates power locks connectors to distribute the load demanded between gensets. It contains the following major elements:

- (1) 10 single pole plugs: Two(2) Single pole plugs (16BL-CS/AX/M40/150-185).
- (2) 10 Sockets: Sockets 6BL-PP/ET/C the new type per generator (two per phase).
- (3) Plugs and sockets colours: L1 Brown L2 Black L3 Grey, N Blue and PE Green Yellow.
- (4) 400 A , 4 Pole Circuit Breaker for power locks interconnection.
- (5) 25 mts Power Cables:
  - (a) 8 (eight) x 185 mm<sup>2</sup> cables with robust, UV protected and flexible characteristics.
  - (b) 2(two) x 95 mm<sup>2</sup> cables with robust, UV protected and flexible (for PE Green-Yellow).
- (6) Power cables very flexible (Class 5) according to EN 60228, IEC 60228, Flame non-propagation, reaction to fire CPR according to EN50575, 0,6/1KV, Maximum conductor temperature: 90°C, short circuit temperature 250°C (5s). It is also excellent for chemical, oil and UV- resistance.

#### j. **CABLE DRUM SYSTEM**

- (1) Automatic cable reel drum system to roll up and deploy cables Lines L1, L2, L3, N, PE. The drum system is of one wave to roll up/deploy type with one control switch to operate its motorized electric engine.
- (2) Data reel drum system for cable with its switch.
- (3) External access and fixing for easy setting and fast cable extraction.
- (4) Control system with variable frequency drive, electric engine and gearbox to set a fixed speed on the reel.

k. **EXHAUST SILENCER**

- (1) The exhaust silencer is of industrial type. The sound-absorbing material used is made of long fiber, withstands temperatures up to 700°C, and is protected and retained in its place by perforated plate.
- (2) Supplied with its respective flexible coupling sleeve with motor.
- (3) Sound attenuation, selected by taking into account the maximum noise level specified.

l. **FUEL SUB-SYSTEM**

The major fuel components are the following:

- (1) Capability to be run with F54 – DIESEL and F63 – KEROSENE ( $\leq 8\%$  loss of engine power).
- (2) Minimum skid fuel tank capacity: 600 liters.
- (3) Fuel consumption  $\leq 70$  l / h at 80% load
- (4) Electrical pump for fuel extraction and re-fuelling.
- (5) Redundant electro-valves to secure refueling
- (6) External fuel level manometer.
- (7) Possibility to attach external tanks with the SKMS 10-quick coupling system ( $\frac{1}{2}$  inch with the diameter of 45mm) for automatic re-fuelling with an automatic switch for operating mode selection.
- (8) Fuel system allows hot re-fuelling, without engine shutdown.
- (9) A fixed system to empty the oil a coolant (hand pump) shall be included.

m. **OTHER FEATURES**

- (1) 31 calibration points for analog inputs (resistive or 0-20 mA).
- (2) Extension via CANopen: 32 x digital inputs, 16 x analog inputs, 32 x digital outputs.
- (3) Adjustable Amplitude and Offset.
- (4) Management of multiple alternative or consecutive starters.
- (5) Heating and cooling at idle or at nominal speed.
- (6) Remote boot and test mode available in ON/OFF loading
- (7) Isochronous and iso voltage active and reactive load distribution.
- (8) Frequency compensation and voltage control for generators with statism regulators and/or AVR/DVR
- (9) Dead buses synchronization and management:
  - (a) Stationary coupling: closing generator circuit breakers without excitation
  - (b) Dynamic synchronization: frequency synchronization, phase, and voltage (synchronization display available on screen). Synchronization control (ANSI 25) + Phase sequence protection. A phase shift from 0 to 360 degrees can be added to the synchronization control relay function (e.g. to compensate for DYN11 MT/BT transformers).
- (10) Optimized PID loop with exceptional performance in synchronization, kW and KVAR control.

- (11) Analog Automatic control and automatic analog outputs adjustment for speed and voltage. Characteristics include: sufficient stability control on primary speed and voltage loops with alarm if necessary; correction on speed and voltage control with alarm if applicable; Automatic adjustment in nominal frequency, direction correction, and appropriate amplitude; Automatic rated voltage adjustment, direction correction, and appropriate amplitude; Alarm Information whenever the appropriate amplitude for speed or voltage is not reached.
- (12) Override mode (inhibition of protections + dedicated hour counter) following NFE 37-312 certification.
- (13) Triggering of non-essential load on overload or overcoating.
- (14) Compatible with all J1939 electronic motors.
- (15) Automatic detection of engine ECU address.
- (16) "Sniffer/Spy" function to analyze CAN frames.
- (17) Start/Stop control, speed, 50/60Hz selection.
- (18) 10 "custom" frames configurable in write and read
- (19) 500 events/alarms/defects recording with timestamp. Able to be displayed on the controller screen and on i4Gen with an advanced filter.
- (20) 1350 events recorded with available timestamp and real-time value, non-volatile memory.
- (21) Available as downloaded file
- (22) Automatic master/slave redundancy.
- (23) Alternative selection, Drag and Drop system: 16 parameters can switch between 2 values.
- (24) Planner: daily, weekly, monthly. 10 configurable events.
- (25) Drag and Drop system: 50 programming lines.
- (26) Quick switch for the connection between controllers.
- (27) Automatically detects CRE TECHNOLOGY controllers over an Ethernet network.
- (28) It allows automatic configuration for IP address.
- (29) CRE technology controllers' access with current network configuration.
- (30) Circuit breaker management: circuit breaker return positions can be connected or not and available
- (31) Adjustable pulses or locked contact for closing circuit breaker.
- (32) MN/MX coils management.
- (33) Closing alarms, opening, unexpected closing, unexpected opening management.
- (34) Boost battery management.
- (35) Configurable maintenance cycle
- (36) Electrical and mechanical protection.
- (37) 3 Password levels: end user, technician, advanced technician.
- (38) Automatic synchronization of the clock by CANbus.
  - (a) Automatic firmware update: When the module is connected to the i4Gen Suite PC software, you will be automatically asked to update the firmware to the latest version, if applicable.
- (39) Software and special engine tools for diagnosis will be included in the system.

## 7. DOCUMENTATION

- a. The contractor shall deliver the following documents to EC HQ:
  - (1) Equipment operation and maintenance manual. These documents include exploded drawings, general information about the operation and maintenance of the equipment.
  - (2) Confirmation of the technical characteristics indicated in the order.
  - (3) Dimensional definition drawing.
  - (4) Assembly and commissioning instructions.
  - (5) Material quality control certificates
  - (6) Documentation of legalization and homologation of the equipment.



- (7) Engine diesel complete control, petrol or gas generator sets (preheating, preheating, ignition, start/stop).
- (8) CE certificate.
- (9) CE Declaration of Conformity
- (10) Registration of the container with ECEU container number.
- (11) Quality control certificates (materials, performance tests, etc.) for all equipment.
- (12) Warranty Certificate (at least 2 years).

b. All documentation will be delivered in English, on paper and on digital support.

## **8. MAINTENANCE**

- a. Regular maintenance shall be performed by EC HQ personnel. Nevertheless, the contractor shall include in his tender (and will be assessed in the Contract Award Committee) the cost of the following maintenance modalities:
  - (1) Punctual revision of the state and operation of the generator set (maintain, prevent, detect and correct any anomaly that may affect generator sets operation)
  - (2) Maintenance of 12 annual revisions.
  - (3) Possibility of including a coverage to correct possible incidences and a permanent 24 hours assistance service.
  - (4) After-sale support: the bidder shall specify the duration of free after-sale support and in what it consists of.
- b. It shall be taken into account that expected lifespan for the generator sets is 15 years.

## **9. SPARE PARTS**

- a. It will be assessed in the CAC the availability of a stock of spare parts for components of the generator sets:
  - (1) In the contractor's warehouse.
  - (2) In the market (the bidder shall assess the ease of spare parts procurement in the market).

## **10. TRAINING**

- a. The bidder shall provide two types of training to EC HQ personnel:
  - (1) LEVEL 1: Regular training. It refers to generator set operators training. Due to the high personnel rotation of EC HQ, this training maybe performed on a yearly basis.
  - (2) LEVEL 2: Extended Training. It refers to the training of EC HQ maintenance personnel. They must able to maintain, prevent, detect and correct any anomaly that may affect the generator set operation, as well as to replace damaged spare parts.