



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

26 March 2025

G8 P&C

TO: BIDDER SALES DEPARTMENT

**SUBJECT: Invitation for International Bidding reference 25SC02**

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:** 25SC02

**Title:** Global Internet Services for HQ EUROCORPS

**Bid Closing Date:** 30APRIL25 at 12:00 Local Time.

**Available budget VAT Included:** 240,000 €

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 25SC02**

**GLOBAL INTERNET SERVICES FOR HQ EUROCORPS**

**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 **Internet Services to EUROCORPS Headquarters**. The services shall be performed in three different locations.
  - (1) ADV Headquarters
  - (2) Lizé Headquarters
  - (3) Villa COMEC

## 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

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:

Having performed at least two contracts within the last five years substantially similar in scope to the requirements described in this solicitation.

#### **4. NATO/EU SECURITY CLEARANCES**

- a. This contract does not require NATO/EU Security Clearances.
- b. Once awarded the contract, the contractor shall be required to obtain Primary Control Access Cards in accordance with HQ EC security rules. He will be escorted at all times once inside the HQ EC facilities.

#### **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 contract by the end of May 2025.

## 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 three years, from 2025 to 2027 with the possibility of up to two one-year extension options. The Contracting Officer will provide notice of termination or extension in writing not later than 15 days before the expiration date of the contract or subsequent extensions (if any).

## 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 compulsory. This contract is made up of three lots:
  - (1) Lot 1: Internet for Quartier General du Corps Europeen (hereinafter referred to as ADV) Quartier Auber de Vincelles, BP70082, 67020, Strasbourg
  - (2) Lot 2: Quartier Lizé (hereinafter referred to as LIZE), 3 Rue Solignac, 67100, Strasbourg.
  - (3) Lot 3: Villa COMEC, 163 Rue Boecklin, 67000 Strasbourg.
- b. Bidders **cannot tender for both ADV and LIZE at the same time**. If the Bidder wants to compete for more than one lot, it should be for either ADV and Villa COMEC or LIZE and VILLA COMEC.

## 12. BID CLOSING DATE

- a. Bids must be received at HQ EC, Bureau G8-P&C, **not later than 30 APRIL 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. 25SC02</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> 25SC02**”.

- (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 present officially granted Quality Assurance Certificates. 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> 25SC02**".

## **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 **25SC02**, 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 INTERNET SERVICES, as specified in the Invitation for Bid n. IFIB 25SC02 are fixed and firm:(another table according to this model can be annexed)

**1. Price**

## LOT 1

INTERNET SERVICES	UNIT PRICE	QTY	TOTAL
ADV			
LIZE			
VILLA COMEC			
TOTAL			
VAT (%)			
TOTAL + VAT			

A breakdown of the price can be included together with this template

## LOT 2

INTERNET SERVICES	UNIT PRICE	QTY	TOTAL
ADV			
LIZE			
VILLA COMEC			
TOTAL			
VAT (%)			
TOTAL + VAT			

A breakdown of the price can be included together with this template

## LOT 3

INTERNET SERVICES	UNIT PRICE	QTY	TOTAL
ADV			
LIZE			
VILLA COMEC			
TOTAL			
VAT (%)			
TOTAL + VAT			

A breakdown of the price can be included together with this template

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 services required.

Name:
Date:
Signature + Stamp

<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)	
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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)	

<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.

**ANNEX A-6:PAST PERFORMANCE QUESTIONNAIRE**

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>(the name, address, etc of the company that has <u>provided</u> the goods/services)</p>
<p>2. <b>Customer's Details</b>(the name, address, etc of the company which has <u>received</u> the goods/services and, therefore, is filling in this questionnaire)</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>(*) Mark with a "X"</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*            (*) Mark with a "X"</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>Ratings (and related score)</b>	<b>Quality of Work/Supplies/ Personnel/Service</b>	<b>Cost Control</b>	<b>Timeliness of Performance</b>	<b>Business Relations/Sub contractor Mgmt</b>
	-Compliance w/contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence	-Within budget -Current, accurate, complete billings -Relationship of negotiated costs to actual -Cost efficiencies -Change orders issued	-Met interim milestones -Reliable -Responsive to technical direction -Completed on time	-Effective Mgmt -Businesslike correspondence -Responsive to contract requirements -Prompt notification of problems -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 providing internet services;
      - (ii) The scale of past projects and
    - (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 (contractor personnel to be in charge of the internet services lots):
  - (i) Names;
  - (ii) Function;
  - (iii) Technical expertise; and
  - (iv) CV's.
- (c) Operational Account Manager to deal with implementation procedures, specifying working hours costs (if any).

(3) **Resources**

- (a) The equipment, including facilities the Bidder proposes to use on the project (paragraph 17.b.16).
- (b) Contractor's Web page functionalities

e. **Technical Proposal**

- (1) 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.
- (2) The information required shall include the following points:
  - (a) Access to the internet boxes/ Données en itinérance : access the internet boxes configurations via a web page accessible from a password-protected "super user" account.
  - (b) Technical Support: the contractor shall describe how it is going to provide this 24/7 support service.
  - (c) Management of incidents: possibility of HQ EC to access to contractor's web page to monitor incident performance;
  - (d) Access to statistics in contractor's web page;
  - (e) Consulting of invoices through contractor's web page;
  - (f) Providing of IP addresses;

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) Internet Service cost;
  - (b) 24/7 Technical Support 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	5%
		Past Performance	
		Technical skills	10%
		Resources	
		Methodology	25%
<b>Price</b>	60%		

**EUROCORPS HEADQUARTERS STRASBOURG**

**G8 BRANCH**

**PURCHASING & CONTRACTING SECTION**

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



**CONTRACT IFIB 25SC02**

**GLOBAL INTERNET SERVICES FOR EUROCORPS**

**CONTRACT - PART I**

**SIGNATURE PART**

**CONTRACT IFB 25SC02**

**GLOBAL INTERNET SERVICES FOR EUROCORPS**

**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 **Global Internet Services for EUROCORPS** in the following locations: \_\_\_\_\_. 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 three years, from 2025 to 2027, with the possibility of two one-year extensions. 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 performance of the services agreed in this contract and must include:

- 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 services, inspection and acceptance.

In case of not accepted invoices due to differences in price, contracted services or any other issue not conformed with this contract, the payment lead time will commence once the invoice has been accepted by the HQ EC.

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 25SC02**

**GLOBAL INTERNET SERVICES FOR EUROCORPS**

**PART II**

**GENERAL PROVISIONS**

## INDEX OF CLAUSES

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2. CONTRACTING OFFICER TECHNICAL REPRESENTATIVE
3. ORDER OF PRECEDENCE
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11. CONTRACTOR RESPONSIBILITY
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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 French National Security Authority. 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 shall appoint a Security Officer to deal with all contractor's security issues
- c. 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 three years, from 2025 to 2027 with the possibility to be extended up to two one-year extension. 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 shall be communicated in writing by the Contracting Officer. 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. 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 the Contractor shall submit prior to commencing the service, a practicable planning and implementation schedule.
- b. Failure of the Contractor to comply with the propose implementation schedule 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 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 that may be provided under this service. The label shall resist rubbing and minor abrasion.

## 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 in performing the service, 1% of the estimated total contract price of the year (75,000 euros for 2025), to a maximum of 10 % of this amount.
- 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 15 days after receipt of notice from the Contracting Officer specifying such failure.
- 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 performance of the service during more than 12 hours. Liabilities for late performance shall be

1 % of the average of monthly invoices paid during the year for the 12 first hours, and then 1 % , for every 6 additional hours without service, to a maximum of 10 % of the annual invoices already paid.

- 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 Contract 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)