

EUROCORPS
HEADQUARTER
Quartier Aubert de Vincelles
BP 70082
F - 67020 Strasbourg Cedex
G8 - P&C

TO: SALES DEPARTMENT

SUBJECT: Invitation for Bidding reference 25SC15

The HQ EC Purchasing and Contracting Office has issued an Invitation for Bidding (IFB) for support for the preparation and execution of European Battle Group (EUBG) Rapid Deployment Capability (RDC) – LIVEX 26 with the details below mentioned:

IFB Reference: 25SC15

Bid Closing Date: 15/10/2025 at 13:00 Local Time.

This IFB relates to

- (1) a firm fixed-price contract for exercice planning and product development for EUBG RDC LIVEX 26. (ref 25SC15-1) The estimated amount for this contract is 290,000 € (VAT included)
- (2) a firm fixed-price contract for media simulation support during EUBG RDC LIVEX 26 (ref 25SC15-2). The estimated amount for this contract is 70,000 € (VAT included)

Please find attached the following bidding documents:

- Invitation for Bid Part I
- Invitation for Bid Part I Annexes
- Contract Signature Page
- Contract Part II: General Provisions
- Contract Part III: Technical Specifications

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

OF-4 Ignacio Arés	Chief P&C	03 88 43 23 54	g8-contract@eurocorps.org	
OF-2 Pauline KUHN	P&C Officer	03 88 43 23 95	go cominacio cancion poneng	

I kindly request you to send via email an Acknowledgement of Receipt of this IFB indicating your intention or nor to take part in this competition.

/// ORIGINAL SIGNED ///
OF-4 Arés Sabater, Ignacio
G8 P&C Section Chief
HQ EC Strasbourg

EUROCORPS HEADQUARTER STRASBOURG

G8 BRANCHPURCHASING & CONTRACTING SECTION

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



CONTRACT IFB 25SC15

25SC15-1: EXERCISE PLANNING AND PRODUCT DEVELOPMENT FOR EUBG RDC LIVEX 26

25SC15-2: MEDIA SIMULATION SUPPORT FOR EUBG RDC LIVEX 26

PART I INVITATION FOR BIDDING

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2. GENERAL

- a. The purpose of this Invitation for Bidding is to award:
 - (1) a firm fixed-price contract for exercice planning and product development for EUBG RDC LIVEX 26 (ref 25SC15-1). The estimated amount for this contract is 290,000 € (VAT included)
 - (2) a firm fixed-price contract for media simulation support during EUBG RDC LIVEX 26 (ref 25SC15-2). The estimated amount for this contract is 70,000 € (VAT included)
- b. The contractor must furnish the necessary manpower, management and supervision to provide the referred services in accordance with the provisions of the attached technical specifications (Part III of each contract).
- c. Bidders can choose to apply for one of the two contracts, or both.
- d. Bidders applying for both contracts are required to provide the requested administrative documents (see Article 16) <u>only once</u>. However, the technical documentation (technical offer and price offerl) shall be sent in two different envelopes, one for each contract (see Article 12).

3. **DEFINITIONS**

- a. The term "**Prospective Bidder**" shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this IFB, and has indicated thereon its intention, without commitment, to participate in the bidding
- b. The term "IFB" shall refer the Invitation for Bidding
- c. The term "**Bidder**" shall refer to the bidding entity that has submitted a bid in response to this IFB.
- d. The term "Contractor" shall refer to the bidder to whom the contract is awarded.
- e. The term "Contracting Officer" designates the official executing this 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

4. ELIGIBILITY

- a. Eligibility at the time of bidding
 - (1) At the time of bidding, Bidders must be legally authorized to operate this kind of enterprise in France.
 - (2) At the time of bidding, **Bidders must hold a valide EU SECRET Facility Security Clearance** and have a designated security officer.
- b. Eligibility to perform the contract
 - (1) All personnel dedicated to the execution of the contract must hold a personal EU SECRET security clearance before commencing the performance of the tasks specified in the contract.
- c. The security clearance shall remain valid for the entire duration of the contract. It is the contractor's responsibility to seek renewal of expiring clearances in a timely manner to ensure continuation of valid security clearances for all its personnel who will perform the services under the contract awarded as a result of this IFB.

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.

8. ACTIVATION SCHEDULE

a. The activation of the service by the contractor shall be executed in such a way as to guarantee full operational availability of the services under the contract.

9. DURATION OF THE CONTRACT

a. The contract awarded through this IFB will be effective from the date of last signature by the Parties, and it will be in force until the end of RDC LIVEX 26.

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. BID CLOSING DATE

a. Bids must be received at HQ EC, Bureau G8-P&C, not later than 15 OCTOBER at 13 hours (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 Article 15 (Late Bids) hereto.

12. BID VALIDITY

a. Bids submitted shall remain valid for a period of ninety (90) 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.

13. BIDS SUBMISSION

- a. Bids shall be submitted in the English language. The original certificates issued by the bidder's national authorities shall be delivered in accordance with the specifications set up in Article 16. 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, and 07:45 to 12:15 on Fridays, local time. The following telephone numbers will be transmitted to the carrier for appointment:

+33 (0)6 89 87 22 78 / +33 (0)6 86 07 76 17

- c. 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.
- d. 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.
- e. Bidders applying to both contracts shall send a single Envelope A, and two envelopes B (one for each contract).
- f. The envelopes shall be submitted inside a single sealed envelope suitable for mailing and marked with the HQ EC address:
 - (1) Submission by mail:
 QUARTIER GENERAL DU CORPS EUROPEEN
 Quartier Aubert de Vincelles
 Bureau G8 P&C
 BP 70082
 67020 STRASBOURG CEDEX
 - (2) Submission by courier or hand-carried **on appointment** (ref. paragraph 12.b):

QUARTIER GENERAL DU CORPS EUROPEEN Quartier Aubert de Vincelles Bureau G8 – P&C 4 rue du Corps Européen 67100 STRASBOURG

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

"NAME AND ADDRESS OF THE BIDDER"

IFB 25SC15-1 AND/OR 25SC15-2

ENVELOPE A OR ENVELOPE B

OFFER FOR EUBG RDC LIVEX 26

DO NOT OPEN / SEALED BID

TO BE OPENED BY CONTRACT AWARD COMMITTEE (CAC)

14. 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.

15. 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.
 - (2) 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.

16. CONTENT OF PROPOSALS

- a. The <u>administrative and technical documentation</u> shall be submitted in the order specified below.
- b. The bidder may submit a digital copy of all document on a USB stick, enclosed to the sealed bid.
- c. The Contracting Authority shall accept official documents issued by public authorities of any EU Member State (e.g., certificates of tax compliance, social security clearance, or company registration) without requiring legalization or apostille.
 - Such documents may be submitted in their original language if it is English, French, German, Spanish, Polish or Dutch. A translation into English shall be requested where the content is not reasonably understandable to the Contracting Authority. Multilingual standard forms, partial translations, or clarifications may be requested if necessary.
- d. For the purposes of proving legal standing and company registration, the bidder may submit either the articles of incorporation or an equivalent official certificate or extract from a national commercial register or competent authority in accordance with Article 85(2) of Directive 2014/24/EU.

- e. In order to streamline administrative requirements, the bidder's legal representative shall compulsory sign a **Declaration of Authenticity and Accuracy of submitted documentation**. This document is attached as Annex A-2 to this IFB.
- f. If the bid is submitted by a group of economic operators (including **joint ventures**, **consortia**, **or other forms of association**), each member of the group shall individually submit all administrative and eligibility documentation required in this procedure. The group shall also designate a single representative or lead member to act on its behalf during the procedure. However, this shall not exempt individual members from their obligation to submit complete and valid documentation
- g. The proposal shall consist of the following minimum documents:

A. ADMINISTRATIVE DOCUMENTS

The envelope containing these documents shall be sealed and marked as mentioned in Article 13:

- (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) **Declaration of Authenticity and Accuracy** of submitted Documentation (Annex A-2)
- (4) 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.
- (5) Official commercial registration in the Country of Origin/Registration,
- (6) **Certificate from national revenue authorities** stating bidder's fulfillment of tax obligations.
- (7) **Certificate from social security authorities** stating bidder's fulfillment of social security contributions/obligations.
- (8) **Certificate from insurer** stating bidder's fulfillment of suitable civil liability insurance.
- (9) **Certificate from a bank institution** proving that the bidder and its proposed sub-contractor(s) is/are-was/were not subject to bankruptcy over the last three (3) calendar years
 - (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.

(10) Copy of the certificate of EU SECRET Facility Security Clearance

B. TECHNICAL OFFER AND PRICE PROPOSAL DOCUMENTS

Bidders applying to both contracts shall send the technical and price offers in two envelops, **one for each contract**

The envelope containing these documents shall be sealed and marked as mentioned in Article 12:

- (1) The Signature Part of the Contract (certified digital signature)
- (2) A list of contracts successfully performed within the last five (5) years, substantially similar in scope and magnitude to the requirement described in this IFB (Annex A-4).
- (3) List of Sub-Contractors (if any), specifying area of work, which the Bidder proposes to use for the performance of the contract. 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.
- (4) 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.
- (5) **Technical specifications** in compliance with the Invitation for Bid
 - (a) The bidder shall demonstrate his/her overall understanding of the requirements stated in this IFB 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 IFB. 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.
- h. <u>Corresponding Price Offer</u> (Annex A-3 one for each contract). 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 aforementioned rules. **If the bidder sends an offer with another price template, it may be excluded from the competition**.

17. SIGNATURE OF DOCUMENTS

- a. The following documents must be <u>sent in their original format and signed by</u> <u>hand or with a secure electronic signature</u> by an authorised representative of the company:
 - (1) Annex A-2: Declaration of authenticity and accuracy of submitted documentation.
 - (2) Annex A-3: Price Offer.
- b. The signature part of the contract is <u>hand-signed and sent in its original</u> <u>format.</u>

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. Evaluation of the bids will be as follows:
 - (1) Bidders' compliance of selection criteria listed in Article 16 hereto and Annex A-5 (administrative requirements, pass or fail)
 - (2) Evaluation of the Price and Non-Price factors, only to bidders who have 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 IFB requirements
- (3) At the end of the evaluation process, the Lowest Price, Technically Compliant bidder will be proposed by the HQ EC Contract Award Committee for contract award.
- c. Bids will be evaluated taking into account the following award criteria:
 - (1) Compliance of the technical proposal to the technical specifications (**pass or fail**) regarding:
 - (a) Contractor's previous experience (Part III, Article 2.b)
 - (b) Profils of the dedicated team (Part III, Article 2.d)
 - (2) Evaluation of the technical offer with assesment of the following items (20%):
 - (a) Understanding of the mission
 - (b) Understanding of the exercise objectives
 - (c) Understanding of the tasks
 - (d) Expertise of the dedicated team (Part III, Article 2.c)
 - (3) **Price** that HQ EC would be required to pay to the Bidder for the work or service provided (80%)

20. REGULARISATION AND CLARIFICATION OF BIDS DURING BID EVALUATION

- a. Inclusion of the documents mentioned in Article 16 and Annex A-5 is mandatory for the tender to be considered valid.
- b. HQ EC reserves the right to regularise tenders failing the selection criteria. In that case, all bidders concerned will be allowed to correct their tender in a given timeframe.
- c. 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.
- d. Any correction to the bids must not alter any of the tender's essential characteristics, such as technical specifications or prices.
- e. The Contract Award Committee may take into account the bidder's past contractual performance with EC. Documented evidence of serious or repeted deficiencies in the performance of prior contracts may be considered, provided that such evidence is objective, verifiable and relevant to the subject matter of the procurement.

21. PRE-AWARD SURVEY

a. After the bid submission, if 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 most economical solution to EC, and demonstrates that the Bidder can fully accomplish IFB requirements.
- 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 IFB, between a prospective bidder and HQ EC shall be through one of the following Contracting Officers:

OF-4 Ignacio Arés	Chief P&C	03 88 43 23 54	g8-contract@eurocorps.org
OF-2 Pauline KUHN	P&C Officer	03 88 43 20 95	go contract carecorpo.org

- b. There shall be no contact with other HQ EC personnel. This is to maintain all bidders on equal and competitive footing.
- c. For Security issues, the bidder must contact directly with G2X:

OR-9 Christian Duong G2X 03 88 42 21 24 G2.g2x@eurocorps.org
--

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 IFB 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 favourable 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 ECright 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 bedisclosed 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 ECright 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///
OF-4 Ignacio ArésSabater
Purchasing and Contracting Section Chief
G8 P&C
HQ EC Strasbourg

EUROCORPS HEADQUARTER STRASBOURG

G8 BRANCH PURCHASING & CONTRACTING SECTION

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



CONTRACT IFB 25SC15

25SC15-1: EXERCISE PLANNING AND PRODUCT DEVELOPMENT FOR EUBG RAPID DEPLOYMENT CAPABILITY LIVEX 26 (EUBG RDC LIVEX 26)

25SC15-2: MEDIA SIMULATION SUPPORT FOR EUBG RDC LIVEX 26

PART II
GENERAL PROVISIONS

EUROCOR UNCLASSIFIED

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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.
- 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, the authority and responsibility is limited to what is stipulated in the relevant articles 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.
- c. 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.

- d. 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.
- e. The designated COTR for this contract is OF-4 (POL A) SŁUGOCKI, Wojciech (SLUGOCKI.W@eurocorps.org; q7@eurocorps.org)

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) IFB Signature Part of the Contract
 - (2) IFB Part I Annex A-3 Price Offer
 - (3) IFB Part II General Provisions (common to 25SC15-1 and 25SC15-2)
 - (4) IFB Part III Technical Specifications
 - (5) The Contractor's technical Bid accepted by HQ EC
 - (6) 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. LANGUAGE

- a. All inquiries, notices and communications between the Contractor and HQ EC shall be written in English.
- b. In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

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. This contract requires a EU SECRET facility security clearance, as well as EU SECRET personal security clearances for all personnel dedicated to its execution. As a result, the Contractor agrees to:
 - (1) Provide the security clearance for all the personnel assigned to perform the contract before commencing the tasks specified in the contract,
 - (2) Ensure that said security clearances remain valid for the entire duration of the contract. It is the Contractor's responsibility to seek renewal of expiring clearances in a timely manner to ensure continuation of valid security clearances for all the personnel who will perform the services under the Contract.
 - (3) Abstain from copying by any means, without the authorization of the HQ EC, the National Security Authority or designated security agency, any classified documents, plans, photographs or other classified material entrusted to him.
 - (4) Maintain at the work site a current record of his employees at the site who have been cleared for access to classified information. The record should show the date and level of clearance.
 - (5) Deny access to classified information to any person other than those persons authorised to have such access by the National Security Authority or designated security agency.
 - (6) Limit the dissemination of classified information to the smallest number of persons as is consistent with the proper execution of the contract.
 - (7) Comply with any request from HQ EC and the National Security Authority or designated security agency that persons entrusted with classified information sign a statement undertaking to safeguard that information and signifying their understanding both of their obligations under national legislation affecting the safeguarding of classified information, and of their comparable obligations under the laws of the other nations comprising HQ EC in which they may have access to classified information.
 - (8) Report to the Contracting Authority and National Security Authority or designated Security Agency any breaches or suspected breaches of security, suspected sabotage, or other matters of security significance which would include any

changes that may occur in the ownership, control or management of the facility or any changes that affect the security arrangements and security status of the facility and to make such other reports as may be required by the National Security Authority or designated Security Agency, e.g. reports on the holdings of classified information.

- (9) Apply to the HQ EC for approval before sub-contracting any part of the work, if the sub-contract would involve the sub-contractor in access to classified information, and to place the sub-contractor under appropriate security obligations no less stringent than those applied to his own contract.
- (10) Undertake not to utilise, other than for the specific purpose of the Contract, without the prior written permission of the HQ EC or his authorised representative, any classified information furnished to him, including all reproductions thereof in connection with the Contract, and to return all classified information referred to above as well as that developed in connection with the Contract, unless such information has been destroyed, or its retention has been duly authorised with the approval of the HQ EC. Such classified information will be returned at such time as the HQ EC or his authorised representative may direct.
- (11) Classify any produced document with the highest classification of the classified information disclosed in that document.
- (12) The Contractor ensures that its employees are informed that they may be searched when they enter or leave HQ EC premises.
- (13) The Contractor shall place the sub-contractor, if any, under security obligations no less stringent than those applied to its own contract.
- (14) The Contractor undertakes to provide HQ EC Security Office with an information sheet on all its employees, before they take up their duties, using the form provided by that Office.
- 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. HQ EC FURNISHED PROPERTY

a. The term HQ EC Furnished Property as used in this article refers to items of equipment, material or property furnished by HQ EC to the Contractor which shall be subject to overhaul, repair, test, embodiment or other work as specified in the Contract to be performed by the Contractor.

10. OPTION

- a. 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 in writing by the Contracting Officer at least 15 days before the expiration of the contract.
- b. The options may be exercised by HQ EC either as a modification to the initial contract or as a separate contract, incorporating all applicable terms and conditions.

11. MODIFICATIONS TO CONTRACT

- a. The Contracting Officer may, at any time, by a written order, make changes within the general scope of the contract.
- 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 article of this contract entitled "Disputes". However, nothing in this article excuse the Contractor from proceeding with the contract as changed.

12. 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.

13. 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.

- 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.

14. WORKING HOURS

- a. The work shall be performed on weekdays in accordance with the official working hours of HQ EC. The Contractor shall obtain from the Contracting Officer the list of HQ EC holidays during the period of performance of the contract.
- b. Special requests shall be made to the Contracting Officer for permission to work outside normal HQ EC working hours or on HQ EC holidays. Start times and planning of various stages of the work shall be coordinated with the Contracting Officer and these times shall be adhered to.
- c. Exceptionally, the Contractor accepts that HQ EC may have requirement that work be performed outside the normal working hours. The financial compensation, if any, shall be mutually agreed between the Contractor and the Contracting Officer.

15. IMPLEMENTATION SCHEDULE

- a. For all works or projects stipulated in this contract, 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.
- b. Failure of the Contractor to comply with the above may result in imposition of late penalties as per Article XX, or 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.

16. 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.

17. 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.

18. 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.

19. PREFERRED CUSTOMER

- a. The Contractor warrants that the prices set forth in this Contract, and appendices thereto, are as favourable 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.

20. 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.

21. TAXES AND DUTIES

- a. HQ EC is exempted from VAT, but in accordance with French Tax laws, EC shall pay VAT in advance and the recover 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:
- c. Goods/services acquired from companies established in France: VAT is collected directly by the supplier as common French rule.
- d. 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).
- e. 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.
- f. Goods/services acquired from companies whose main office is located outside of European Union: The supplier provide an invoice without VAT and the ECHQ selfliquidate VAT with France administration.

22. 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.

23. PAYMENTS

- a. Payments for all supplies and services shall be made after properly supported and acceptable invoices submitted 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.

24. 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.

25. 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 article 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.

26. 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.

27. 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.

28. ACCEPTANCE

- a. Acceptance or rejection of the supplies or works shall be made as promptly as practicable and, in any case, not later than 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 contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.

29. 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 to 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 article within thirty days (30) after discovery of any defect.
- c. Within a reasonable time after such notice, the Contracting Officer may either:
 - 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 article, 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 article of this contract entitled "Dispute".

30. 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 article shall be allowed for any delay resulting from restriction of access to HQ EC facilities.

31. LATE PENALTIES

- a. In the event the Contractor fails to meet the deadlines specified in the contract, HQ EC reserves the right to apply the late penalties specified below.
- b. Unless otherwise stated in this contract, it is considered late performance the delay in the arrival time in more than 12 hours 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 10% of the annual contract price.

32. 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 article titled "DEFAULT" herein.

33. 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 10% of contract price.
- b. Alternatively, HQ EC may terminate this contract in whole or in part as provided in paragraph (a) of the Termination for Default Article and in that event the Contractor shall be liable, in addition to the excess costs provided in paragraph (b) of the Default

Article, for such liquidated damages accruing until such time as HQ EC may reasonably obtain delivery or performance of similar supplies or services.

- 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 article.
 - (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

34. TERMINATION FOR CONVENIENCE

- a. HQ EC may terminate the performance of work under this contract in accordance with this article 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 article;
 - (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 article, 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 article, 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" Article.

35. 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 14 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 article, 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 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 article.
- 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 his 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. 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.
- f. 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.

36. SPECIAL TERMINATION ARTICLE

- a. If at any time while this contract is in force either party find itself in one of the following situation:
 - (1) Death, supervened incapacity or extinction of its legal entity;
 - (2) 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;
 - (3) Change of activity in such a manner that it becomes incompatible with the purpose of this contract;
 - (4) Closing of HQ EC activities in Strasbourg.
- b. Then the other party shall be entitled to terminate this contract upon giving written notice of termination under the provisions of this article 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.

37. 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.

38. 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.

39. 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.

40. 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" Article 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.

41. 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

42. 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 29 79 E-mail:<u>g8-contract@eurocorps.org</u>

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EUROCORPS HEADQUARTER STRASBOURG

G8 BRANCH

PURCHASING & CONTRACTING SECTION

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



CONTRACT IFB 25SC15

25SC15-1: EXERCISE PLANNING AND PRODUCT DEVELOPMENT FOR EUBG RDC LIVEX 26

PART III TECHNICAL SPECIFICATION

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1. INTRODUCTION

This document outlines Headquarters Eurocorps' (HQ EC) Support Provider requirements for the preparation and execution of the EUBG RDC LIVEX 26. This exercise is preceded by a Crisis Response Planning (CRP) phase.

a. CRP

The Crisis Response Planning will take place from January to April 2026 and includes several key events, such as the Comprehensive Understanding of the Operational Environment (CUOE) and the Joint Operational Planning Group (JOPG). These events will be conducted at the HQ EC Aubert de Vincelles barracks in Strasbourg, France, in cooperation with the Military Planning and Conduct Capability (MPCC). All required documentation for these events will be provided by the EUMS and made available via the MILEX 26 AGORA website.

Key events and timelines

(1) CUOE	19 JAN – 13 FEB 26.
(2) CRP (EU MPCC)	02 MAR – 20 MAR 26
(3) OPLAN development	23 MAR – 10 APR 26
(4) JCO development	20 APR – 30 APR 26

b. EUBG Rapid Deployment Capability (RDC) LIVEX 26

- (1) RDC LIVEX 26 will consist of a Command Post Exercise (CPX) followed by a tactical-level Live Exercise (LIVEX) featuring an ESP battlegroup QUICK LION 2026 (QL26).
- (2) RDC LIVEX is scheduled for the second half of JUNE 2026 (10-day duration) at the CENAD San Gregorio in Saragossa, Spain. Eurocorps will deploy the EUBG FHQ, which will be supported by a Reach-Back HQ located at the AdV barracks in Strasbourg, France. HQ EC will act as the Primary Training Audience (PTA), while the Operational Headquarters (OHQ) – MPCC – will play the role of Secondary Training Audience (STA).
- (3) QUICK LION 26 will immediately follow the RDC LIVEX 26 CPX. During this phase, EC FHQ will assume the role of Secondary Training Audience (STA) and will support the main Battle Group (BG) tactical units by portraying the Higher Command (HICON).

c. Starting Point, RDC LIVEX 26 Aim and Objectives, Desired End State

(1) Starting Point

- a. The EU Rapid Deployment Capability (RDC), introduced in the Strategic Compass (SC) represents the EU's robust, modular, scalable and flexible military architecture. It is a key component of the EU's Integrated Approach (IA), enabling rapid response to imminent threats or a crisis situation.
- b. The RDC architecture allows the swift deployment of a Rapid Response Force (RRF) tailored to Military Rapid Response (MRR) operations or missions, including in non-permissive environments across a spectrum of crisis scenarios.
- c. The Standard Military Response foresees the deployment of up to 60,000 troops within 60 days. The Rapid Response (RR) process aims to deliver the required effects within 30 days, while an Express Response may occur no later than 10 days (D+10), or within alternative timelines as determined by political authorities, in line with the EU's Level of Ambition (LoA).

(2) RDC LIVEX 26 Aim

The aim of RDC LIVEX 26 is to strengthen the EU's military capabilities, preparedness and ability to respond promptly within the context of the Integrated Approach. Under the leadership of the Military Planning and Conduct Capability (MPCC) acting as the Operation HQ (OHQ), the exercise will focus on responding to external crises. This includes the planning and implementation of an autonomous Common Security and Defence Policy (CSDP) executive military joint operation, in a hybrid threat environment, with the objective of operationalizing the EU Rapid Deployment Capacity by 2025/2026.

(3) Exercise Objectives (EOs)

In accordance with the Exercise Specifications (EXSPEC) for MILEX 26, the exercise objectives for RDC LIVEX are as follows:

- EO 1: Train the EU crisis response planning processes at the military strategicoperational level and the development of the Initiating Military Directive through the establishment of a Crisis Planning Team (CPT).
- EO 2: Test the EU Force alert and activation procedures.
- EO 3: Train and exercise the strategic and operational-level headquarters in the Command and Control of assigned and supporting forces in order to

coordinate and execute the deployment for initial operations, in the Joint Operating Area, for an EU Rapid Response Operation.

- EO 4: Exercise, test and verify the C2 CIS architecture for the MPCC as OHQ and Rapid Response Force.
- EO 5: Plan and execute the Deployment Plan of the RRF through a Multinational Detailed Deployment Plan (MNDDP) and the Reception, Staging Onward Movement and Integration (RSOM-I) of the participating forces, in close coordination with MPCC Movement Coordination Cell, FHQ and Troop Contributing Nations (TCNs). Establish the framework for sustainment of the deployment and follow-on operations.
- EO 6: Train and exercise MPCC Staff processes that establish and maintain situational awareness, in order to conduct the planning process for the Operation.
- EO 7: Conceive, plan, coordinate and execute communications and information activities at all levels, including Key Leader Engagement (KLE).
- EO 8: Establish a resilient functional Logistic Information System to ensure timely access to relevant, transparent and updated logistic information from the outset of the planning process and throughout the whole exercise development.
- EO 9: Exercise military mobility procedures, testing Cross-Border Movement Permission Technical Agreements (CBMP TAs), EU Customs Form 302, and planning strategic deployment and RSOM procedures, in order to identify gaps/coherence related to Action Plan on Military Mobility 2.0, ultimately assessing the resilience of the military mobility network, including in a hybrid threat context.

(4) Desired End State

EC has practiced and matured its staff routines, procedures and processes in order to meet the expectations of the EUMS within an FHQ construct, and has declared Initial Operational Capability (IOC).

d. Scenario Setting

The exercise builds on the existing Augustia scenario setting. The epicenter of the crisis is situated in Western Augustia, a fictitious African country just south of the Mediterranean Sea. Although the immediate crisis is taking place in the country of Seglia, it has broader regional implications, indirectly affecting neighboring states such as Freeland, Proxyland, and Kronen. Kronen, in

particular, is an autocratic regime that has become increasingly assertive in pursuing global economic and military influence.

Seglia has historically been one of the most stable democracies in Augustia. However, there is a growing risk of violent conflict, driven by political instability surrounding the 2024 elections, the persistent presence of the terrorist group "Newborn Extremist State" (NEXSTA), and other violent extremist organizations.

Structural drivers of conflict include systemic corruption, group-based inequalities, and the widespread circulation of small arms throughout the region. These long-term issues require sustained engagement from the European Union. The 2024 presidential election presents a particular flashpoint for potential violence, especially during the campaign period and political rallies, which are considered high-risk phases within the electoral cycle.

The European Union has a strong interest in promoting lasting peace and stability in Augustia. Seglia remains a key partner in supporting democratic development in the region. The EU has a range of instruments at its disposal to help reduce the risk of escalation. However, diverging interests and the strategies of various local and global actors are aggravating the crisis, extending its impact beyond the borders of Western Augustia.

2. CONTRACT REQUIREMENTS

a. Summary of tasks

The provider is required to support EC in the development and delivery of a situational environment that reflects perspectives across various echelons (Political-Strategic, Operational, Tactical) and all domains according to specifications provided by EC, which leads the development process. This environment will be integrated into a MEL/MIL scenario package to be executed during RDC LIVEX 26. The aim is to target key FHQ processes by creating a realistic backdrop and enabling dynamic information exchange. The MEL/MIL play must meet the requirements outlined in the Exercise Objectives (see Par 1. d. [3]) and align with the Training Objectives (to be developed by EC). It must also be consistent with the broader exercise scenario. Accordingly, the provider will be required to:

- (1) Participate as members of the MEL/MIL Development Team led by EC in the MEL/MIL Strategy Workshop with the required personnel¹, ensure coherence and correlation with Training Objectives and scenario² settings, support the adjustment of the RDC LIVEX 26 STARTEX situation and documentation if necessary, and support in identifying the need for subject matter experts (SMEs) and functional expertise in the MEL/MIL Development process with regard to all RDC LIVEX 26 events.
- (2) Participate as members of the MEL/MIL Development Team led by EC in the MEL/MIL Incident Development Workshop with the required personnel, develop a framework for scripting (storyboards including key injects), synchronize Events/Incidents to ensure a steady and realistic flow of activity and ensure that all Training Objectives are adequately covered.
- (3) Participate as members of the MEL/MIL Development Team led by EC in the MEL/MIL Scripting Workshop with the required personnel, review and complete storyboards, finish synchronization of Events/Incidents, populate the JEMM database and define/refine STARTEX situation for RDC LIVEX 26 as well as collect all missing scenario information for CSU-1.
- (4) Participate in RDC LIVEX 26 as members of the HQ EC Exercise Control (EXCON), coordinate and document MEL/MIL management and dynamic production under the lead of HQ EC MEL/MIL SO, as well as contribute to the Lessons Learned process.
- (5) Provide identified Gray Cell personnel to portray local authorities, HN/GO/NGOs/IOs, as well as the Seglian Army Command. The MPCC will support this part of the exercise by contracting SMEs from real-world organizations.
- (6) Stand ready to enable and support the overall MEL/MIL scenario development remotely and outside of the aforementioned schedule hours, if necessary.

b. Provider requirements

The provider must meet the following technical criteria:

- Demonstrated experience in the design and delivery of command post exercises and computer-assisted exercises (CPX/CAX), encompassing the strategic, joint operational, and tactical echelons, within the past 24 months.
- 2) Demonstrated experience with the EU decision-making process, campaign synchronization, and battle rhythm activities from the strategic down to the tactical level.

¹ Number of required personnel for STRATEGY WS – One (1) Project Manager (PM)

² Scenario includes but not limited to: Strategic Documents, Road to Crisis updates and CSUs

- Demonstrated experience working with an FHQ in a CSDP military operation.
- 4) the capability to integrate data and documentation into relevant systems (i.e. JEMM).

c. Personnel requirements

The provider shall appoint one candidate for each of the following positions and provide a short professional bio/resume:

- (1) One (1) Project Manager (PM), responsible for the overall MEL/MIL scenario package development. The PM will oversee the preparation, synchronization, and development of the situational environment, bringing expertise from experience in an FHQ within a CSDP military operation. The PM will act as the deputy to the HQ EC MEL/MIL Chief and will be responsible for supervising Event Managers (EM) and documenting MEL/MIL play throughout the execution of RDC LIVEX 26.
- (2) Five (5) Event Managers (EM) experienced in MEL/MIL production, covering the following areas:
 - (a) Political-Strategic level (OHQ);
 - (b) Operational level (FHQ);
 - (c) Tactical level (EUBG);
 - (d) Logistics and Sustainment;
 - (e) CMI/CIMIC (Including interactions with Contributing Nations [CNs], HN, GOs/IOs/NGOs);

The EMs are expected to develop and synchronize cross-functional Events/Sub-events within the specified areas under the guidance of the PM and the MEL/MIL Staff Officer. They will also be responsible for managing related Incidents and injects during the execution phase of RDC LIVEX 26, including conducting on-scene scripting when necessary.

In accordance with the exercise concept, the scenario play is structured and covered by five main event categories:

- (a) OPERATION (OPS)
- (b) LOGISTIC (LOG)
- (c) CMI/CIMIC
- (d) FHQ/OHQ coordination, STRATCOM
- (e) INTELLIGENCE (INTEL)

d. Personnel profiles

(1) Project Manager:

- Has a military background as Staff Officer (or senior-level civilian equivalent) at the operational and highest tactical levels.
- Has experience in working within EXCON in an EU Joint Operational and high-level exercise in the past 24 months.
- Has experience in a JEMM-based MEL/MIL development process for an EU Joint Operational-level exercise in the past 24 months.
- Has experience working with commonly used tools (i.e. functional services such as TOPFAS, LOGFAS, Sitaware HQ) in an EU Joint Operational and high-level exercise in the past 24 months.
- Preferably, has experience in the preparation and execution of the EUBG exercise series.
- Is fluent in English (comparable to NATO SLP 4343 or minimum Level C1 according to the Council of Europe's Common European Framework of Reference).
- Holds a valid EU Secret security clearance.
- (Desirable) Has been deployed on a NATO-led mission.

(2) Event Managers:

- Have a military background as Staff Officer (or senior-level civilian equivalent) at the operational or highest tactical levels within respective area of expertise.
- Have experience working within EXCON in an EU or NATO Joint Operational and high-level exercise in the past 24 months.
- Have experience in a JEMM-based MEL/MIL development process for an EU or NATO Joint Operational level exercise in the past 24 months.
- Have experience working with the commonly used tools relevant to the respective event (i.e. functional services like TOPFAS, LOGFAS, Sitaware HQ) in an EU or NATO Joint Operational and high-level exercise in the past 24 months.
- Preferably, have experience in the preparation and execution of the EUBG exercise series.
- Have experience in EU Orders and Plans preparation processes
 (e.g. Joint Coordination Orders, FHQ battle rhythm, Operation

Orders, Fragmentary Orders) at the Joint Operational and Land Component Command level.

- Have experience in EU Joint Logistics and Land Logistics processes (e.g. LOG Orders, RSOMI Plan, etc.) and capabilities.
- Have experience in supporting the development of Civil-Military Interactions, preferably across all levels and domains (HN GOs, NGOs, police, etc.).
- Have experience in NATO information activities, preferably at all levels.
- Are fluent in English (comparable to NATO SLP 4343 or minimum Level C1 in accordance with the Council of Europe's Common European Framework of Reference).
- Hold a valid EU Secret security clearance.
- (Desirable) Have been deployed in a NATO-led mission.

e. Extract of required deliverables/documents

The provider is responsible for supporting EC in developing and delivering the situational environment. In doing so, the provider will assume several roles, including White and Gray Cell functions (e.g., representatives of IOs, GOs, NGOs, Host Nation, Local Police, Local Civilian Authorities, and the Seglian Army Command). Accordingly, under EC lead, the provider is required to provide a number of deliverables such as Update of the Road to Crisis, Crisis Situation Update (CSU-1) and the STARTEX package.

3. FURTHER FRAMEWORK INSTRUCTIONS

a. Coordination

Coordination between the provider and HQ EC with regard to the MEL/MIL development will be done exclusively through the HQ EC MEL/MIL Staff Officer.

b. Personnel replacement

If the provider must replace any personnel after the contract has been awarded, prior approval from HQ EC must be obtained before the replacement is implemented.

c. Access to scenario documents

The provider must have access to scenario documents, which will be made available via the MILEX 26 AGORA website by the EUMS.

d. Restrictions/classification

- (1) All documents related to or produced for RDC LIVEX 26 are for official use only. HQ EC retains full rights to reuse these materials on future occasions.
- (2) All documents produced by the provider will be considered UNCLASSIFIED and must not contain any classified material or information. Any necessary classification marking will be applied solely by HQ EC after receipt of the documents.
- (3) All documents must be delivered in both PDF and Microsoft Office formats (e.g., Word, PowerPoint), using the templates provided by the HQ EC MEL/MIL Staff Officer.

e. Points of contact at HQ EC

HQ EC G7 MEL/MIL SO:

OF-4 (POL A) SŁUGOCKI, Wojciech

Tel: 00 33 3 88 43 30 65

SLUGOCKI.W@eurocorps.org (unclass)

Alternate:

HQ EC G7 CAX SO:

OF-3 (DEU-A) URBAN Conrad

Tel: 00 33 3 88 43 21 63

ec_urban.c@eurocorps.org (unclass)

HQ EC G7 Functional Mailbox:

G7@eurocorps.org (unclass)

f. Timelines:

(1) RDC LIVEX 26 Initial Planning Conference (IPC), Saragosa, ESP

23-27 JUN 2025

Required personnel: 0

(2) RDC LIVEX 26 Main Planning Conference (MPC), Saragosa, ESP

19-23 JAN 2026

Required personnel: (1) PM

(3) MEL/MIL Strategy WS (STR WS), Strasbourg, FRA

04-07 MAY 2026

Required personnel: (1) PM.

(4) MEL/MIL Incident Development WS (ID WS), Strasbourg, FRA

18-22 MAY 2026

Required personnel: (1) PM + (5) EMs

- a. Additional Gray Cell personnel.
- (5) MEL/MIL SCRIPTING WS (SC WS), Strasbourg, FRA

26 MAY to 05 JUN 2026

Required personnel: (1) PM + (5) EMs,

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- a. Additionally Gray Cell personnel.
- (6) CSU-1 one week (1) after SC WS
- (7) Execution Phase:

Rapid Deployment Capacity (RDC LIVEX 26) EC FHQ deployed to TA CENAD San Gregorio, Saragosa, ESP (07-16.06.2025 [10 days]).

Required personnel: (1) PM + (5) EMs + Gray Cell personnel

EUROCORPS HEADQUARTER STRASBOURG

G8 BRANCH

PURCHASING & CONTRACTING SECTION

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



CONTRACT IFB 25SC15

25SC15-2: MEDIA SIMULATION SUPPORT FOR EUBG RDC LIVEX 26

PART III
TECHNICAL SPECIFICATIONS

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1. INTRODUCTION

This document outlines Headquarters Eurocorps' (HQ EC) Support Provider requirements for the media simulation for EUBG RDC LIVEX 26. This exercise is preceded by a Crisis Response Planning (CRP) phase.

a. CRP

The Crisis Response Planning will take place from January to April 2026 and includes several key events, such as the Comprehensive Understanding of the Operational Environment (CUOE) and the Joint Operational Planning Group (JOPG). These events will be conducted at the HQ EC Aubert de Vincelles barracks in Strasbourg, France, in cooperation with the Military Planning and Conduct Capability (MPCC). All required documentation for these events will be provided by the EUMS and made available via the MILEX 26 AGORA website.

Key events and timelines

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(2) CRP (EU MPCC)	02 MAR – 20 MAR 26
(3) OPLAN development	23 MAR – 10 APR 26
(4) JCO development	20 APR – 30 APR 26

b. EUBG Rapid Deployment Capability (RDC) LIVEX 26

- (1) RDC LIVEX 26 will consist of a Command Post Exercise (CPX) followed by a tactical-level Live Exercise (LIVEX) featuring an ESP battlegroup QUICK LION 2026 (QL26).
- (2) The RDC LIVEX is scheduled for the second half of JUNE 2026 (10-day duration) at the CENAD San Gregorio in Saragossa, Spain. EC will deploy the EUBG FHQ, which will be supported by a Reach-Back HQ located at the AdV barracks in Strasbourg, France. EC FHQ will act as the Primary Training Audience (PTA), while the Operational Headquarters (OHQ) MPCC will play the role of Secondary Training Audience (STA).
- (3) QUICK LION 26 will immediately follow the RDC LIVEX 26 CPX. During this phase, EC FHQ will assume the role of STA and will support the main Battle Group (BG) tactical units by portraying the Higher Command (HICON).

c. Operational Environment Information

(1) Starting Point

a. The EU Rapid Deployment Capability (RDC), introduced in the Strategic Compass (SC) represents the EU's robust, modular, scalable and flexible

military architecture. It is a key component of the EU's Integrated Approach (IA), enabling rapid response to imminent threats or a crisis situation.

- b. The RDC architecture allows the swift deployment of a Rapid Response Force (RRF) tailored to Military Rapid Response (MRR) operations or missions, including in non-permissive environments across a spectrum of crisis scenarios.
- c. The Standard Military Response foresees the deployment of up to 60,000 troops within 60 days. The Rapid Response (RR) process aims to deliver the required effects within 30 days, while an Express Response may occur no later than 10 days (D+10), or within alternative timelines as determined by political authorities, in line with the EU's Level of Ambition (LoA).

(2) RDC LIVEX 26 Aim

The aim of RDC LIVEX 26 is to strengthen the EU's military capabilities, preparedness and ability to respond promptly within the context of the Integrated Approach. Under the leadership of the MPCC acting as the Operation HQ (OHQ), the exercise will focus on responding to external crises. This includes the planning and implementation of an autonomous Common Security and Defence Policy (CSDP) executive military joint operation, in a hybrid threat environment, with the objective of operationalizing the EU Rapid Deployment Capacity by 2025/2026.

(3) Exercise Objectives (EOs)

In accordance with the Exercise Specifications (EXSPEC) for MILEX 26, the exercise objectives for RDC LIVEX are as follows:

- EO 1: Train the EU crisis response planning processes at the military strategicoperational level and the development of the Initiating Military Directive through the establishment of a Crisis Planning Team (CPT).
- EO 2: Test the EU Force alert and activation procedures.
- EO 3: Train and exercise the strategic and operational level headquarters in the Command and Control of assigned and supporting forces in order to coordinate and execute the deployment for initial operations, in the Joint Operating Area, for an EU Rapid Response Operation.
- EO 4: Exercise, test and verify the C2 CIS architecture for the MPCC as OHQ and Rapid Response Force.

EO 5: Plan and execute the Deployment Plan of the RRF through a Multinational Detailed Deployment Plan (MNDDP) and the Reception, Staging Onward Movement and Integration (RSOM-I) of the participating forces, in close coordination with MPCC Movement Coordination Cell, FHQ and Troop Contributing Nations (TCNs). Establish the framework for sustainment of the deployment and follow-on operations.

EO 6: Train and exercise MPCC Staff processes that establish and maintain situational awareness, in order to conduct the planning process for the Operation.

EO 7: Conceive, plan, coordinate and execute communications and information activities at all levels, including Key Leader Engagement (KLE).

EO 8: Establish a resilient functional Logistic Information System to ensure timely access to relevant, transparent and updated logistic information from the outset of the planning process and throughout the whole exercise development.

EO 9: Exercise military mobility procedures, testing Cross-Border Movement Permission Technical Agreements (CBMP TAs), EU Customs Form 302, planning strategic deployment and RSOM procedures, in order to identify gaps/coherence related to Action Plan on Military Mobility 2.0, ultimately assessing the resilience of military mobility network, including in the context of hybrid threats.

(4) Desired End State

EC has practiced and matured its staff routines, procedures and processes in order to meet the expectations of the EUMS within an FHQ construct, and has declared Initial Operational Capability (IOC).

d. Scenario Setting

The exercise builds on the existing Augustia scenario setting. The epicenter of the crisis is situated in Western Augustia, a fictitious African country just south of the Mediterranean Sea. Although the immediate crisis is taking place in the country of Seglia, it has broader regional implications, indirectly affecting neighboring states such as Freeland, Proxyland, and Kronen. Kronen, in particular, is an autocratic regime that has become increasingly assertive in pursuing global economic and military influence.

Seglia has historically been one of the most stable democracies in Augustia. However, there is a growing risk of violent conflict, driven by political instability surrounding the 2024 elections, the persistent presence of the terrorist group

"Newborn Extremist State" (NEXSTA), and other violent extremist organizations.

Structural drivers of conflict include systemic corruption, group-based inequalities, and the widespread circulation of small arms throughout the region. These long-term issues require sustained engagement from the European Union. The 2024 presidential election presents a particular flashpoint for potential violence, especially during the campaign period and political rallies, which are considered high-risk phases within the electoral cycle.

The EU has a strong interest in promoting lasting peace and stability in Augustia. Seglia remains a key partner in supporting democratic development in the region. The EU has a range of instruments at its disposal to help reduce the risk of escalation. However, the diverging interests and strategies of various local and global actors are aggravating the crisis, extending its impact beyond the borders of Western Augustia.

2. CONTRACT REQUIREMENTS

a. Summary of tasks

This Statement of Requirements (SOR) defines the consultancy support in media simulation to be contracted for the preparation of the EC exercise EUBG RDC LIVEX 26. It includes five work packages with descriptions of the required tasks. The SOR covers participation in the MEL/MIL Strategy Workshop, the MEL/MIL Incident Development Workshop and the MEL/MIL Scripting Workshop. To the greatest extent possible, the media simulation (play) developed to train EC must be integrated into the exercise environment. Storylines, events and incidents must therefore be closely coordinated and synchronized during the MEL/MIL scripting workshops.

- (1) produce a STARTEX News Bulletin (approx. 5-7 minutes) to brief exercise participants on the scenario at STARTEX.
- (2) attend the MEL/MIL Incident Development Workshop at HQ EC in Strasbourg from 18-22 May 2026 to extract from the storylines the main events and incidents supporting the training objectives of the training audience, ensuring they align with the operational joint-level focus and are coordinated with other stakeholders.
- (3) attend MEL/MIL Scripting Workshop at HQ EC in Strasbourg from 26 May to 05 June 2026 to script incidents in the integrated communications domain. Incidents must align with the operational joint-level focus, and be scripted to maximum intent. The media intent for each incident must be recorded in JEMM.

- (4) provide dynamic scripting and steering from 07-16 June 2026 at Saragosa Training Area, Spain, during RDC LIVEX 26.
- (5) provide a secure website replicating real-world media (print, online) and social media during the scripting and execution phases. The website must be accessible to all members of the training audience with an internet connection and valid login credentials. Users must be able to create and use exercise social media accounts for training purposes during the exercise.

b. Provider requirements

The provider must meet following technical criteria:

- Demonstrated experience in the design and delivery of media simulation and training for command post exercises and computerassisted exercises (CPX/CAX), within the past 24 months.
- 2) Demonstrated experience working with an FHQ in a CSDP military operation.
- 3) the capability to integrate data and documentation into relevant systems (i.e. JEMM).

c. Personnel requirements

The provider shall appoint one candidate for each of the following positions and provide a short professional bio/resume:

- (1) One (1) Team Leader (TL)/SME/TV Journalist responsible for the overall media scenario package development. The Team Leader will oversee the preparation, synchronization, and development of the media environment, and will be responsible for media play throughout and the execution at RDC LIVEX 26.
- (2) One (1) TV Presenter will be part of the News Bulletin for the STARTEX.
- (3) One (1) TV Reporter will be part of the News Bulletin for the STARTEX.
- (4) One (1) Camera Operator/Editor (CE) will be filming and producing the News Bulletin for STARTEX.
- (5) Three (3) Multimedia specialists (MMS) to script and create the media incidents.

d. Personnel profiles

General requirements for personal profiles:

 Have experience in EU or NATO information activities, preferably at all levels.

- Is fluent in English (comparable to NATO SLP 4343 or minimum Level C1 according to the Council of Europe's Common European Framework of Reference).
- Holds a valid EU Secret security clearance.
- (Desirable) Has been deployed on an EU or NATO-led mission.

(1) Team Leader/SME

- Has experience in a JEMM-based MEL/MIL development process for an EU Joint Operational-level exercise in the past 24 months.
- Has experience in supporting the development of Civil-Military Interactions, preferably across all levels and domains (HN GOs, NGOs, police, etc.).

(2) Multimedia specialists

 Have experience in supporting the development of Civil-Military Interactions, preferably across all levels and domains (HN GOs, NGOs, police, etc.).

3. FURTHER FRAMEWORK INSTRUCTIONS

a. Coordination

Coordination between the provider and HQ EC with regard to the MEL/MIL development will be done exclusively through the HQ EC MEL/MIL Staff Officer.

b. Personnel replacement

If the provider must replace any personnel after the contract has been awarded, prior approval from HQ EC must be obtained before the replacement is implemented.

c. Access to scenario documents

The provider must have access to scenario documents, which will be made available via the MILEX 26 AGORA website by the EUMS.

d. Restrictions/classification

- (1) All deliverables related to or produced for RDC LIVEX 26 are for official use only. HQ EC retains full rights to reuse these materials on future occasions.
- (2) All deliverables produced by the provider will be considered UNCLASSIFIED and must not contain any classified material or information. Any necessary classification marking will be applied solely by HQ EC after receipt of the documents.

- (3) All deliverables must be delivered in both PDF and Microsoft Office formats (e.g., Word, PowerPoint), using the templates provided by the HQ EC MEL/MIL Staff Officer.
- (4) All uncut and edited video materials must be provided in RAW format, with final products also provided in MP4 format to G10.

e. Points of contact in HQ EC

HQ EC G7 MEL/MIL SO:

OF-4 (POL A) SŁUGOCKI, Wojciech

Tel: 00 33 3 88 43 30 65

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Alternate:

HQ EC G7 CAX SO:

OF-3 (DEU-A) URBAN Conrad

Tel: 00 33 3 88 43 21 63

ec_urban.c@eurocorps.org (unclass)

HQ EC G7 Functional Mailbox:

G7@eurocorps.org (unclass)

f. Timelines

(1) MEL/MIL Strategy WS (STR WS), Strasbourg, FRA

04-07 MAY 2026

Required personnel: (1) TL

(2) MEL/MIL Incident Development WS (ID WS), Strasbourg, FRA

18-22 MAY 2026

Required personnel: (1) TL

(3) MEL/MIL Scripting WS (SC WS), Strasbourg, FRA

26 MAY to 05 JUN 2026

Required personnel: (1) TL + (3) MMSes

(4) STARTEX News Bulletin

NLT 06 JUN 2026

Required personnel: (1) TL + (1) CE + (1) TV Presenter + (1) TV Reporter

(5) EUBG RDC LIVEX 26 - Execution Phase

07-16 JUN 2026

Rapid Deployment Capacity (RDC LIVEX 26) EC FHQ deployed to TA CENAD San Gregorio, Saragosa, ESP

Required personnel: (1) TL + (2) MMSes + (1) TV Reporter + (1) CE