



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

TO: SALES DEPARTMENT

**SUBJECT: Invitation for Bidding reference 26INV02**

The HQ EC Purchasing and Contracting Office has issued an Invitation for Bidding (IFB) for the acquisition of 20-foot Low Cube containers with the details below mentioned:

**IFB Reference:** 26INV02

**Title:** Project to acquire 20-Foot Low Cube containers

**Bid Closing Date:** 19<sup>th</sup> of March 2026 at 12:00 Local Time.

**Available budget:** 160,000 €, VAT excluded

Please find attached the following bidding documents:

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

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

Purchase and contract team	<a href="mailto:g8-contract@eurocorps.org">g8-contract@eurocorps.org</a>
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I kindly request you to confirm via mail your intention to take part in this competition. **Any changes to the tender documentation during the consultation period will be published on the European Corps website and sent by e-mail to candidates who have confirmed their intention to participate in the tender process.**

Yours sincerely,

/// ORIGINAL SIGNED ///

LTC GARCIA FERNANDEZ Raul  
G8 P&C Section Chief  
HQ EC Strasbourg

**EUROCORPS HEADQUARTERS STRASBOURG**

**G8 BRANCH**

**PURCHASING & CONTRACTING SECTION**

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



**IFB 26INV02**

**AQUISITION OF 20-FEET LOW CUBE CONTAINERS**

**PART I**

**INVITATION FOR BIDDING**

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- A-1 Name of Bidder
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- A-3 Price Offer
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## GENERAL

The purpose of this Invitation for Bidding is to award a firm fixed-price contract for the provision of 20-Foot Low Cube containers, **delivered in Strasbourg**. The contractor must furnish the necessary manpower, management and supervision to provide the referred material and service in accordance with the provisions of the attached Statement of Work.

The maximum amount to be expended under this contract is 160,000 euros, VAT excluded.

**The aim of the project is to purchase the maximum number of containers within the limit of 20 (twenty) for a maximum amount of 160 000,00 € VAT excluded**

**A minimum amount of 8 containers must be available for a delivery no later than calendar week 18.**

## DEFINITIONS

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

The term “**IFB**” shall refer the Invitation for Bidding

The term “**Bidder**” shall refer to the bidding entity that has submitted a bid in response to this IFB.

The term “**Contractor**” shall refer to the bidder to whom the contract is awarded.

The term “**Contracting Officer**” designates the official executing this IFB on behalf of the HQ EC.

The term “**days**” as used in this bid shall, unless otherwise stated, be interpreted as meaning calendar days.

The term “**HQ EC**” shall refer to the EUROCORPS Headquarters Strasbourg.

The term “**SOW**” shall refer to Statement of Work.

The term “**COTR**” shall refer to Contracting Officer Technical Representative.

## ELIGIBILITY

At the time of bidding, Bidders must be legally authorized to operate this kind of enterprise in France.

## AMENDMENT OR CANCELLATION OF BID

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.

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.

**EXTENSION OF BID CLOSING DATE**

Non applicable.

**COMPLIANCE STATEMENT**

Bidders' bids must be based on maximum compliance with the terms, conditions, and requirements of the bid and its future clarifications and/or amendments. The bidder may offer minor variations in specific implementation and operational details, provided that the stated functional and performance requirements are fully satisfied. Technical specifications may vary within the limits described in PART III Technical requirements.

The bidder shall clearly specify in the offer, when applicable, all deviations from the provisions of the intended contract.

**ACTIVATION SCHEDULE**

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 after the sending of the Purchase Order Form.

**DURATION OF THE CONTRACT**

The contract awarded through this IFB will be effective from the date of contract notification.

A single purchase order form will be issued along with the notification of the contract.

The contract will end with the formal acceptance of the last delivery by HQ EC. However, the warranty will remain valid for the duration provided in the offer.

**VALUE ADDED TAX (VAT)**

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.

French companies will charge 20% VAT directly in their invoices.

Foreign companies may charge 20% VAT payable in France or 0% reversed charge.

## **PARTIAL BIDDING**

Partial bidding is not allowed.

## **BID CLOSING DATE**

Bids must be **received** at HQ EC, G8-P&C, **no later than 19<sup>th</sup> of March 2026 at 12.00 hours (noon, based on French Time)**. At that time and date, the bidding will be closed. Any bid received after the aforementioned bid closing date shall be subject to the provisions of paragraph 15 (Late Bids) hereto.

## **BID VALIDITY**

**Bids submitted shall remain valid for a period of fifteen (15) 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.

## **BIDS SUBMISSION**

Bids shall be submitted in the English language. In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

Bids may be submitted by post mail, courier or hand-carried. Bids hand-carried or delivered there by Commercial courier and parcel-delivery companies are to be handed over on working days between 07:45 – 17:00 hours (Monday to Thursday, 07:45 to 12:15 Friday, local time). The following telephone numbers will be transmitted to the carrier for appointment:

**+33 (0)6 77 37 39 45 / +33 (0)3 88 43 23 95**  
or [g8-contract@eurocorps.org](mailto:g8-contract@eurocorps.org)

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

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.

Bidders shall submit their bids in two sealed envelopes containing the following documentation:

Envelope A: Administrative documents.

Envelope B: Price Proposal and Technical Offer.

The two envelopes shall be submitted inside a single sealed envelope suitable for mailing and marked with the HQ EC address:

Submission by mail :

QUARTIER GENERAL DU CORPS EUROPEEN

Quartier Aubert de Vincelles

Bureau G8 – P&C

BP 70082

67020 STRASBOURG CEDEX

Submission by courier or hand-carried **on appointment** (ref. paragraph 13.b):  
QUARTIER GENERAL DU CORPS EUROPEEN  
Quartier Aubert de Vincelles  
Bureau G8 – P&C  
4 rue du Corps Européen  
67100 STRASBOURG

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

<p>“NAME AND ADDRESS OF THE BIDDER”</p> <p>INVITATION FOR BIDDING N. 26INV02</p> <p><b>ENVELOPE A OR ENVELOPE B</b></p> <p>OFFER FOR 20-FEET LOW CUBE CONTAINERS</p> <p>DO NOT OPEN / SEALED BID</p> <p>TO BE OPENED BY CONTRACT AWARD COMMITTEE (CAC)</p>
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#### **BID WITHDRAWAL**

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.

#### **LATE BIDS**

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.

Other late bids cannot be considered for award; these bids will be treated as non-responsive and will be returned unopened to the bidder. In the event of costs associated with returning the shipment, these shall be borne solely by the candidates.

#### **CONTENT OF PROPOSALS**

The **administrative and technical documentation** shall be submitted in the order specified below.

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.

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.

In order to streamline administrative requirements, the bidder's legal representative shall compulsory sign (hand-written or secured electronic signature) a **Declaration of Authenticity and Accuracy of submitted documentation**. This document is attached as Annex A-2 to this IFB.

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

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:

A **table of contents** for the entire proposal

**Bidder's name**, address, Point of Contact, phone number, e-mail address and Internet site (Annex A-1)

**Declaration of Authenticity and Accuracy** of submitted Documentation (Annex A-2)

**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.

**Copy of passport or ID card** of the person authorized to sign the contract.

**Official commercial registration** in the Country of Origin/Registration.

**Certificate from national revenue authorities** stating bidder's fulfillment of tax obligations.

**Certificate from social security authorities** stating bidder's fulfillment of social security contributions/obligations.

**Certificate from insurer** stating bidder's fulfillment of suitable civil liability insurance.

**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

**Original signature part of the Contract, duly completed and signed** by a person lawfully allowed to act on behalf of the company. Scanned signatures will not be considered.

## **B. TECHNICAL OFFER AND PRICE PROPOSAL DOCUMENTS**

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

**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.

**Technical specifications** of offered material in compliance with the Invitation for Bid, including proposed innovations that may improve performance (if any). The bidder shall demonstrate his/her overall understanding of the requirements stated in this IFB 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.

This shall include but not be limited to:

Bidder's plans and activities on how to ensure customer's satisfaction in managing and executing the requirements included in this IFB.

**Bidder's delivery plans**, as per Part III Technical Requirements.

**Price offer shall be mandatorily submitted in accordance with the enclosed PRICE FORMAT (Annex A-3).** 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.**

#### **SIGNATURE OF DOCUMENTS**

The following documents must be sent in their **original format and signed by hand or with a secure electronic signature by an authorised representative** of the company:

Annex A-2: Declaration of authenticity and accuracy of submitted documentation

Annex A-3: Price Offer

Signature Part of the Contract

#### **REQUEST FOR CLARIFICATION**

Bidders must seek any clarification as soon as possible. Such requests for clarification must be submitted to the HQ EC Contracting Officer in writing (e-mail is preferable), not later than 10 calendar days prior to the bid closing date.

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.

#### **BID EVALUATION**

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.

Bids will be evaluated taking into account the following criteria:

Selection criteria: assessment of financial and administrative documents in accordance with paragraph 16 above (pass or fail)

Award criteria: rather than automatically accepting the lowest price, the contract evaluation process applies weighting for technical performance in a manner to ensure best value for money.

<b>RANGE</b>	<b>CRITERIA</b>	<b>WEIGHT</b>
<b>Non-price</b>	Technical evaluation	30%
<b>Price</b>		70%

Detail of selected award criteria

**Technical evaluation of material:** technical assessment of the quality of the proposed equipment, evaluated on the basis of the technical offer submitted by the candidate in their tender, and in comparison, and accordance with the quality sought and described in the technical description (PART III)

**Price** that HQ EC would be required to pay to the Bidder for the work or service provided.

The price shall cover all costs over the duration of the contract, including:

- Fixed capital cost;
- Variable tender costs during the contract period;
- Special adjustments during the contract period;
- Maintenance costs; and
- Operating costs.

Evaluation of the bids will be as follows:

Bidders' compliance of selection criteria listed in clause 16 and annex A-4 (administrative requirements)

Evaluation of the Price and Non-Price factors, only to bidders who have passed the abovementioned evaluation process. This phase consists of two steps:

Assessment of bid, technical submission: by the HQ EC Contract Award Committee Experts.

Essential requirement: Pass or fail evaluation, non-compliant offers will be rejected.

Minimum requirement:  
minimum not reached: fail  
minimum reached: pass  
minimum exceeded: bonus points

Desirable requirement: reached: bonus points

Assessment of bid, price proposal: bidders whose technical submission has been assessed compliant with the IFB requirements

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.

#### **REGULARISATION AND CLARIFICATION OF BIDS DURING BID EVALUATION**

Inclusion of the documents mentioned in clause 16 and Annex A-4 is mandatory for the tender to be considered valid.

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.

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.

Any correction to the bids must not alter any of the tender's essential characteristics, such as technical specifications or prices.

The Contract Award Committee may take into account the bidder's past contractual performance with EC. Documented evidence of serious or repeated 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.

#### **PRE-AWARD SURVEY**

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

#### **AWARD**

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.

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

#### **COMMUNICATION**

Any administrative communication related to this IFB, between a prospective bidder and HQ EC shall be through the following e-mail address:

[g8-contract@eurocorps.org](mailto:g8-contract@eurocorps.org)

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

#### **ZERO TOLERANCE POLICY**

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).

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.

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.

## RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

Mark each sheet of data it wishes to restrict with the following legend:

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

- b. Bidders that include in their bids data that they do not want disclosed to the public for any purpose, or used by HQ EC except for evaluation purposes must mark the title page with the following legend:

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

Mark each sheet of data it wishes to restrict with the following legend:

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

///ORIGINAL SIGNED///  
LTC GARCIA FERNADEZ Raul  
Purchasing and Contracting Section Chief  
G8 P&C  
HQ EC Strasbourg

**ANNEX A-1: NAME OF BIDDER**

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

E-MAIL ADDRESS:

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

POINT OF CONTACT REGARDING  
THIS BID:

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

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

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

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

ALTERNATIVE POINT OF  
CONTACT:

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

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

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

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

**ANNEX A-2 : DECLARATION OF AUTHENTICITY AND ACCURACY OF SUBMITTED DOCUMENTATION**

Mr/Ms, [FULL NAME], with ID Card Number [ID CARD NUMBER], acting in my capacity as [POSITION IN THE COMPANY] and duly authorised representative of [FULL LEGAL NAME OF THE COMPANY], with registered office at [ADDRESS],

I hereby make the following solemn declaration, fully aware of the consequences of providing false or misleading information in the context of a procurement procedure:

1. That all documents, certificates, statements, and information submitted by the company as part of its offer for the Invitation for Bid Reference IFB 26INV02 are complete, accurate, and correspond to original and valid records lawfully held by the company.
2. That all official/public documents submitted, such as tax clearance certificates, social security compliance confirmations, registration certificates, or similar, have been lawfully obtained from the official issuing authorities of the relevant country, and are genuine and unaltered.
3. That the list of reference contracts submitted reflects services or works genuinely performed by the company, and the data regarding contract scope, value, duration, and client identity is truthful and verifiable.
4. That the client satisfaction forms provided were duly completed and signed by authorized representatives of the respective clients based on their direct knowledge of the company's performance, and have not been altered or fabricated in any way.
5. That all the data provided for the evaluation of this contest is true and correct, and that our proposal submitted in response to the referred solicitation is fully compliant with the provisions of the Invitation for Bid.
6. That the company is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulation; that it has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata; and that it has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity
7. That the company acknowledges and expressly accepts that the Contracting Authority reserves the right to conduct any verification deemed necessary to confirm the accuracy of the submitted documentation, including but not limited to contacting the referenced clients and consulting relevant official or public sources.

8. That the company acknowledges that any material misrepresentation, falsification, or omission may result in immediate exclusion from the procurement procedure and may give rise to legal consequences in accordance with applicable national and EU legislation.

In [CITY] on [DATE]

Signature:

Name:

Position: [POSITION]

<b>ANNEX A-3:PRICE OFFER</b>
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Mr/Ms \_\_\_\_\_, authorized representative of the Company, certifies that the prices offered for the acquisition of 20-Foot Low Cube containers, as specified in the Invitation for Bid n. IFIB 26INV02 are fixed and firm.

**1. Place of delivery**

HQ EC

Collection area address:

**2. Price with transport costs included**

	UNIT PRICE	QTY*	TOTAL
CONTAINER (including transport to Strasbourg*)		1	
	TOTAL		
	VAT (%)		
	TOTAL + VAT		

***\* HQ EC plans to purchase the maximum number of containers within the limit of 20 (twenty) for a maximum amount of 160 000,00 € VAT excluded. In order to limit the transportation costs, the containers will be shipped by pair or multiple of 2.***

**The pricing and all other aspects of our original offer will remain valid fifteen (15) days after the bid closing date.**

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

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

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

<b>ANNEX A-4: LIST OF REQUIRED DOCUMENTS</b>
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As per Article 16 of Part I, inclusion of the following documents is mandatory for the tender to be considered valid.

HQ EC reserves the right to regularize tenders failing the selection criteria. In that case, all bidders concerned will be allowed to correct their tender in a given timeframe.

#	Description	Compliant	Not compliant	Comments/Remarks
<b>PRESENTATION OF THE BID</b>				
1	The bid is provided in two <b>sealed envelopes</b> marked as prescribed in Part I, Article 13.			
<b>ADMINISTRATIVE DOCUMENTS</b>				
1	<b>Table of Contents</b>			
2	<b>Bidder's name and information</b> (Annex A-1)			
3	<b>Declaration of authenticity and accuracy</b> (Annex A-2)			
4	<b>Power of Attorney</b> of the person signing the contract			
5	<b>Copy of passport or ID card</b> of the person authorized to sign the contract.			
6	<b>Proof of commercial registration</b> in the Country of Origin/Registration			
7	<b>Certificate from national revenue authorities</b> stating			

	bidder's fulfilment of tax obligations			
8	<b>Certificate from social security authorities</b> stating bidder's fulfilment of social security contributions/obligation			
9	<b>Certificate of insurance</b> stating bidder's fulfilment of suitable civil liability insurance (with indication of liabilities covered and limits)			
10	<b>Certificate from a bank institution</b> proving that the bidder and proposed sub-contractor(s) was/were not subject to bankruptcy over the past 3 years.			
11	<b>Signature part of the Contract, duly completed and signed</b> by a person lawfully allowed the act of behalf of the company			

<b>Section B – TECHNICAL AND ECONOMICAL OFFER</b>				
1	<b>List of sub-contractor(s)</b> if any, with area of work			
2	<b>Provision of technical specification</b> containing at least what is specified in Technical Requirement (Part III)			
3	<b>Price proposal duly completed and signed (Annex A-3)</b>			

**EUROCORPS HEADQUARTER STRASBOURG**

**G8 BRANCH**

**PURCHASING & CONTRACTING SECTION**

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



**IFB 26INV02**

**ACQUISITION OF 20-FEET LOW CUBE CONTAINERS**

**PART II**

**GENERAL PROVISIONS**

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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 (HQ EC) and Contractor, duly signed by both parties.
- d. Contracting Officer Technical Representative, or COTR or Technical Director means a person monitoring and determining compliance with the technical requirements of the contract.
- e. Sub-contractor means any person or firms directly or indirectly under sub-contract.
- f. Sub-contract means any agreement, contract, sub-contract or purchase order made by the Contractor with any other party in order to fulfil any part of this contract.
- g. Country of Origin means the home country of a contractor or Sub-Contractor.
- h. Work means any tangible thing furnished or any service performed by the Contractor under the terms of this contract.
- i. Days shall be interpreted as meaning calendar days.
- j. Contracting Officer” means the person executing and managing this contract on behalf of HQ EC.

## 2. CONTRACTING OFFICER TECHNICAL REPRESENTATIVES

- a. Any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless issued in writing and signed by the Contracting Parties.
- b. For Contracting Officers Technical Representatives/Technical Directors, the authority and responsibility are limited to what is stipulated in the relevant clauses of these General Provisions and only the authority to provide advice and/or direction to the Contractor that does not create an additional financial liability above what has already been contractually established under this contract. The HQ EC Contracting Authority is the only one that can financially and contractually obligate HQ EC. Any modification proposed by the COTR and accepted by the Contractor shall be considered as performed under the only contractor’s responsibility and will not be considered for payment.
- 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.

### **3. ORDER OF PRECEDENCE**

- a. In the event of any inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved giving precedence in the following descending order:
  - (1) The Signature Part of the Contract
  - (2) The General Provisions (Part II)
  - (3) The Statement of Work / Technical Requirements (Part III)
  - (4) The Contractor's Bid accepted by HQ EC
  - (5) The laws and customary practices of the country where the contract is performed

### **4. APPLICABLE LAW**

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

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

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

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

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

## **7. SECURITY**

- a. The Contractor shall comply with all security measures as are prescribed by the HQ EC and the National Security Authority or designated security Agency of each of the HQ EC Framework Nations in which the contract is being performed. He shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- b. The Contractor accepts to terminate immediately the duties at HQ EC of any employee whose presence is deemed undesirable by HQ EC on the same day that such notification is given by the Contracting Officer or HQ EC Security Officer, without HQ EC being required to state the reasons. Furthermore, in no case HQ EC may be held responsible for the consequences of such a decision.

## **8. ACCESS CONTROL**

- a. Before entering on HQ EC installations, the Contractor may be required to be in possession of access cards for personnel and vehicles. It is a contractor's responsibility to contact in advance with COTR for getting these types of security cards. This access information must be communicated by the supplier to the delivery company as part of the outsourcing of item delivery.
- 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 clause 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 until 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. CHANGES**

- 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 clause of this contract entitled "Disputes". However, nothing in this clause excuses 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, as stated in the Clause titled "EMPLOYEES" herein.
- b. Even if a sub-contract is placed, the Contractor remains responsible to HQ EC for all obligations it assumes under this contract.
- c. The Sub-contractor, if any, shall procure all permits and licenses necessary for the execution of the contract, at no cost to HQ EC.

## **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 31, 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 favorable as those extended to any Government, Agency, Company, Organization or individual purchasing or handling like quantities of services, equipment and/or parts covered by the Contract under similar conditions. In the event that prior to complete the service under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify HQ EC and the prices of such items shall be correspondingly reduced by a supplement to this Contract.
- b. Price in this sense means "Base Price" prior to applying any bonuses, export tax reduction, turnover tax exemptions and other reductions based on National Policies.

## 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:
  - (1) Goods/services acquired from companies established in France: VAT is collected directly by the supplier as common French rules.
  - (2) Goods/services acquired from companies whose main office is located out of France but in European Union area and directly provided/picked up in supplier's office/shop: The supplier provide an invoice with local VAT (supplier country's rules).
  - (3) Goods/services acquired from companies whose main office is located out of France but in European Union area and directly delivered in France: The supplier provide an invoice without VAT and the ECHQ self-liquidate VAT with France administration.

- (4) Goods/services acquired from companies whose main office is located outside of European Union: The supplier provide an invoice without VAT and the ECHQ self-liquidate VAT with France administration.

## **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 shall be made in the currency or currencies specified in 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 clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by HQ EC, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, HQ EC shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reductions in price, which is equitable under the circumstances.
- d. The inspection and test by HQ EC of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, hidden deficiencies, fraud or such gross mistakes as amount to fraud.

## **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.
  - (3) A longer period of warranty may be applied if required in the Statement of Work attached to this IFB.
- b. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in the first paragraph of this clause within thirty days (30) after discovery of any defect.
- c. Within a reasonable time after such notice, the Contracting Officer may either:

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

### **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 clause 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 24 hours in the scheduled time. Liabilities for late performance shall be 0.5 % of the total contract price for each calendar day of delay and to a maximum of 15% of the 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 clause 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 Default Clause and in that event the Contractor shall be liable, in addition to the excess costs provided in paragraph (b) of the Default Clause, 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 clause.
  - (1) In such event, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.
- d. The HC EC may exonerate the Contractor to pay the penalties if the explanation provided by the Contractor seems justified enough

### **34. TERMINATION FOR CONVENIENCE**

- a. HQ EC may terminate the performance of work under this contract in accordance with this clause in whole, or in part, whenever due to unexpected circumstances, the Contracting Officer shall determine that such termination is in the best interest of HQ EC. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

- b. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall:
  - (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
  - (2) Place no further orders for deliveries/services, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
  - (3) Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination;
  - (4) Settle all liabilities and all claims arising out of such termination of orders, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
  - (5) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
  
- c. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay the Contractor the amount so determined.
  
- d. Subject to the provisions of paragraph c., the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
  
- e. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph d. upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, HQ EC shall pay to the Contractor the amounts determined by the Contracting Officer. The Contractor may then raise a claim in accordance with the "Dispute" Clause.

### **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 clause, the HQ EC may procure, upon such terms and in such manner as the HQ EC may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the HQ EC for an amount equivalent to 3% of these excess costs; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. The contractor shall be liable for all damage or loss of goods, as well as delay in their delivery, caused while they are under 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 CLAUSE**

- a. If at any time while this contract is in force either party find itself in one of the following situations:
- (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 clause to the other party. Such termination shall not be considered as termination for convenience and shall be effective on the date stated on the notice of termination.

### **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. LANGUAGE**

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

### **41. RELEASE OF INFORMATION**

- a. Except as otherwise specified elsewhere in the Contract, and to the extent that it is demonstratively unavoidable and without prejudice to the "Security" Clause of the General Provisions, the Contractor or his employees shall not, without prior authorization of HQ EC, release any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.

### **42. 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

#### **43. 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

E-mail: [g8-contract@eurocorps.org](mailto:g8-contract@eurocorps.org)

**EUROCORPS HEADQUARTERS STRASBOURG**

**G8 BRANCH**

**PURCHASING & CONTRACTING SECTION**

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



**IFB 26INV02**

**AQUISITION OF 20-FEET LOW CUBE CONTAINERS**

**PART III**

**STATEMENT OF WORK / TECHNICAL REQUIREMENTS**

## 1. Technical requirements

### 20-Foot Low Cube containers requirements:

The specifications of the containers include various levels of requirements. Each characteristic listed below will be evaluated accordingly.

- a. Essential requirement: pass or fail evaluation - non-compliant offers on such requirements will be rejected.
- b. Minimal requirement: the characteristic must respect the minimum requirement, or one of the desirable technical specifications. Otherwise, the offer will be considered non-compliant and therefore rejected. Minimum exceeded will be valued.
- c. Desirable requirement: desirable specifications will be valued in the evaluation of tenders, and credited extra technical points.

<b>Standards</b>	Essential	Minimum	Desirable
According ISO 668 (type 1C or 1CX)	X		
According ISO 1161	X		
According ISO 1496	X		
According CSC	X		
<b>Physical specifications</b>	Essential	Minimum	Desirable
<b>Sizes</b>			
Length: 20 Feet	X		
Height: 7.5 Feet ≤ 8 Feet	X		
Weight: <2500 kg	X		
Loading capacity: ≥10 000 kg	X		
<b>Colour</b>			
Blue		X	
NATO green			X
Sand			X
<b>Resistance</b>			
Temperature of use: Less than -40°C above 60°C	X		
Lifespan min 15 years with availability of spare parts	X		
Material: weather-proofed, nonfading, UV-stable, cold- and heat-resistant (PE)	X		

<b>Capabilities</b>	Essential	Desirable
Capable of being lifted with common forklift from long side	X	
Convenient (fast and easy) stocking	X	
Minimum open side door container, so that it can be loaded from the long side.	X	
Min. 4 lashing points for securing cargo in the container, on each side of the container, on the floor and ceiling (with calculation for max. force) so a total of at least 16 lashing points	X	
Retractable lashing points by the side door	X	
Capable for being transported by ship, air, rail and road	X	
Capable of being cleaned with standard detergents	X	

<b>Delivery</b>	Minimum	Desirable
Delivery of 8 containers no later than calendar week 18	X	
Delivery of more than 8 containers no later than calendar week 18		X
Delivery of the total quantity no later than 180 days from notification of the purchase order form	X	
Delivery within a 10km radius of HQ EC	X	
Delivery at HQ EC		X

<b>Warranty</b>	Minimum	Desirable
Equipment guaranteed during 2 years from delivery date	X	
Equipment guaranteed more than 2 years from delivery date		X

## 2. Quantity

HQ EC plans to purchase the maximum number of containers within the limit of 20 (twenty) for a maximum amount of 160 000,00 € VAT excluded.

### 3. Delivery

a. Delivery address:

The material must be delivered at this address:

QUARTIER GENERAL DU CORPS EUROPEEN  
QUARTIER AUBERT DE VINCELLES  
2 RUE DU CORPS EUROPEEN  
67100 STRASBOURG France

Or

Containers are made available in a designated collection area located within a 10 km radius of HQ EC delivery address.

Before the delivery, the carrier must make an appointment with HQ EC by phone:

+33 6 13 17 48 86 / +33 6 77 37 39 45

Or e-mail: [HQSPBN.WAREHOUSE@eurocorps.org](mailto:HQSPBN.WAREHOUSE@eurocorps.org); [g8-contract@eurocorps.org](mailto:g8-contract@eurocorps.org)

b. Delivery time:

From this order, **at least 8 containers must be available for delivery no later than calendar week 18.**

The total quantity of material ordered must be delivered no later than 6 (six) months after the purchase order form is sent.

In order to limit the transportation costs, the containers will be shipped by pair or multiple of 2.

c. Delivery plan:

If the total quantity ordered can't be delivered at once, the contractor presents the delivery schedule, detailing dates of delivery with corresponding quantities.

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**UROCORPS HEADQUARTER STRASBOURG**

**G8 BRANCH**

**PURCHASING & CONTRACTING SECTION**

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



**IFB 26INV02**

**AQUISITION OF 20-FEET LOW CUBE CONTAINERS**

**CONTRACT SIGNATURE PART**

**CONTRACT IFB 26INV02**

**ACQUISITION OF 20-FEET LOW CUBE CONTAINERS**

**Between**

- **EUROCORPS HEADQUARTERS**, located in Strasbourg (France), hereinafter referred to as “**HQ EC**”, and represented by Commissaire Fabrice Morel (FRA OF-4), Chief G8 and Financial Controller, acting on behalf of HQ EC in accordance with the Letter of Delegation of Signature at Headquarters Eurocorps reference 06/2025.

**And**

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

**1. CONTRACT DOCUMENTS**

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

- (a) IFIB Part II, General Provisions
- (b) IFIB Part III Technical Specifications
- (c) Contractor’s Price Offer (Part I, Annex A-3)
- (d) Contractor’s Technical Offer

1.2. In the event of contradictory or inconsistent provisions between the various documents comprising this contract, the above order of priority applies.

**The specific or general sales conditions of the Contractor are not part of the contract.**

**2. SCOPE**

This is a firm fixed-price contract for the acquisition of 20 Feet Low Cube containers. The contractor undertakes to provide the material, the labor, expertise and supervision required for the successful provision of the services laid down in this contract, by the dates and in the locations stipulated in the order, for the fees agreed by common accord and within the restrictions set in place by the present contract in line with the requirements expressed in the technical specifications.

**3. PRICE**

The value of the present contract has been set in line with price proposal (Annex III) of the contractor \_\_\_\_\_, dated \_\_\_\_\_

#### **4. DELIVERY ADDRESS**

The equipment has to be delivered at the delivery point mentioned in Part III Technical Requirements and Annex III. The points of contact to organize the delivery are mentioned in Part III Technical Requirements.

#### **5. DURATION**

The period of performance will be from the contract signature to the end of the warranty period.

#### **6. AMENDMENTS TO THE CONTRACT**

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

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

#### **7. INVOICING**

In addition to the provisions of article 22 - INVOICING of the General Provisions, the invoices shall be sent after delivery of all the units according to the schedule established for this contract, drawn up in Euros. It will be sent and must include the following references:

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

will be made by bank transfer no later than 30 days after reception of the compliant documents by HQ EC.

All invoices must be drawn up in euros and sent per e-mail to the following address:

Quartier Général du Corps Européen  
Bureau G8 – Fiscal BP 70082  
67020 STRASBOURG CEDEX  
France  
[G8-contract@eurocorps.org](mailto:G8-contract@eurocorps.org)

#### **8. PAYMENT**

Upon completion of the service provision, in line with article 23, PAYMENT of the General Provisions, the sums due in execution of the present contract shall be paid within a period of 30 days after properly supported and acceptable invoices have been received and upon completion of delivery or of the works, inspection and acceptance.

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

## 9. CONTRACT OFFICER TECHNICAL REPRESENTATIVE

The contract officer technical representative is the technical correspondent, and is responsible for monitoring the performance of the contract, in particular for checking compliance with the delivery deadlines specified in the contractor's bid and the technical conformity of the equipment delivered.

The designated COTR for this contract is OF-2 JUNG (MNCS.BDE.S4@eurocorps.org).

## 10. SIGNATURES

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

**EUROCORPS HQ**

**CONTRACTOR**

Date:

Date:

**[signature]**

**[signature]**

EC COMMANDER or authorized  
representative

[contractor]'s authorized representative