

# **EUROCORPS HEADQUARTERS STRASBOURG**

## **G8 BRANCH**

### **PURCHASING & CONTRACTING SECTION**

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



## **INVITATION FOR BIDDING**

**IFB 05INV2022**

**ACQUISITION OF AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM**

<b>SUPLIES PROCUREMENT NOTICE</b>
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**CONTRACT TITLE: ACQUISITION OF AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM**

**1. Publication reference**

Invitation for Bidding n. **IFB 05INV2022**

**2. Procedure**

Open

**3. Budget year**

2022.

**4. Financing**

2022: 275.000€ VAT included

**5. Contracting Authority**

Commander of Eurocorps Headquarters

Lieutenant General,

Peter DEVOGELAERE

**CONTRACT SPECIFICATIONS**

**6. Description of the contract**

Acquisition of AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM for an estimated amount of 2022: 275.000€, VAT included.

The HQEC is planning to buy as many units as possible with the available funding. Should extra funding be available during the contract timeframe then the HQEC might increase the number of units ordered not exceeding a maximum of 20 units in total.

**7. Number and titles of lots**

One

**TERMS OF PARTICIPATION**

**8. Eligibility**

Participation to this procedure is open

**9. Grounds for exclusion**

Bidders must submit a duly signed declaration, included in the bid submission form for a supplies contract

**10. Number of bids**

Bidders may submit only one bid for the complete scope of this contract as outlined in the bidding documentation. Bids for parts of the scope of this will not be considered.

**11. Bid guarantee**

No bid guarantee is required.

**12. Performance guarantee**

Non applicable

**13. Information meeting and/or site visit**

No information meeting is planned.

**14. Bid validity**

Bids must remain valid for a period of four months after the deadline for submission of bids.

**15. Period of performance**

All units have to be delivered to HQEC before the 1<sup>st</sup> July 2023

## **SELECTION AND AWARD CRITERIA**

**16. Selection criteria**

According to the criteria used in clause 15.3 of the Instructions to bidders, included in the corresponding bidding file.

**17. Award criteria**

GENERAL REQUIREMENTS: Pass or fail

PRICING: COST/PRICE (VAT excluded): 80 %

TECHNICAL PROPERTIES: 20%

## **BIDDING**

**18. How to obtain the bidding file**

The bidding file is available from:

- <https://www.eurocorps.org/contact-visits/we-contract/>
- QUARTIER GENERAL DU CORPS EUROPEEN  
BUREAU G8 / P&C  
BP 70082  
67020 STRASBOURG  
FRANCE

Telephone: +33 (0)3 88 43 21 42  
e-mail: g8-contract@eurocorps.org

Bidders with questions regarding this bid should send them in writing to the aforementioned address (mentioning the publication reference shown in item 1) at least 14 days before the deadline for submission of bids given in item 19. The Contracting Authority must reply to all bidders' questions at least 7 days before the deadline for submission of bids.

**19. Deadline for submission of bids**

20th of October 2022 at 10h00 (Paris time)

Any bid received after this deadline will not be considered.

**20. Bid opening and evaluation session**

25th of October 2022 – 10h00

**21. Language of the procedure**

All written communications for this bidding procedure and contract must be in English and/or French.



**HEADQUARTERS EUROCORPS**

**Quartier Aubert de Vincelles**

**BP 70082**

**F – 67020 Strasbourg Cedex**

22th of September 2022

G8 P&C

TO: SALES DEPARTMENT

**SUBJECT:** Invitation for Bidding n. IFB 05INV2022

The HQ EC Purchasing and Contracting Office has issued an Invitation for Bidding (IFB) for the provision of inflatable tent system with the details below mentioned:

<b>IFB Reference:</b>	IFB 05INV2022
<b>Title:</b>	ACQUISITION OF AIR-CONDITIONING UNITS for
HQ EC CP-SYSTEM	
<b>Starting Date:</b>	22th of September 2022
Bid Closing Date:	20th of October 2022
<b>Estimated amount</b> (VAT included):	2022: 275.000€, VAT included.

Please find hereafter the invitation for bidding file enclosing:

- Bidding procedure application
- Contract Part I: General Provisions
- Contract Part II: Signature Part
- Contract Part III: Technical Requirements

**HQ EC STRASBOURG**  
Purchasing & Contracting Office

POC		ALTERNATIVE POC
Mr. M. Wahl	and	Mme. Sébastien
TEL: 0033 (0)3 88 43 23 69		Tel: 0033 (0)3 88 43 21 42
E-mail: <a href="mailto:wahl.m@eurocorps.org">wahl.m@eurocorps.org</a>		<a href="mailto:G8-contract@eurocorps.org">G8-contract@eurocorps.org</a>

Yours sincerely,

/// ORIGINAL SIGNED ///

LTC Miguel A. Rodriguez Velasco  
G8 P&C Section Chief  
HQ EC Strasbourg



**HEADQUARTERS EUROCORPS**

**Quartier Aubert de Fincelles**

**BP 70082**

**F – 67020 Strasbourg Cedex**

22th of September 2022

G8 P&C

TO: *SALES DEPARTMENT*

**SUBJECT:** Instructions to bidders - IFB 05INV2022

ACQUISITION OF AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM
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- A-4 Declaration of understanding
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## 1. GENERAL

The purpose of this Invitation for Bidding (IFB) is to find a suitable contractor to provide the Acquisition of AIR-CONDITIONING UNITS for an estimated amount of 2022: 275.000€; VAT included. The said amount is just an estimate and is not guaranteed to the contractor.

HQEC is planning to buy as many units as possible within the available funds at its disposal. Should the HQEC have extra funds within the timeframe of the contract, the maximum number of units HQEC is planning to buy through this procedure shall not exceed 20.

At the time of bidding, Bidders must be legally authorized to operate this kind of enterprise in France and comply with the requirements mentioned in this bid.

Headquarters Eurocorps Strasbourg (hereinafter referred to as HQ EC or the Purchaser), invites firm fixed price bids for the aforementioned service (hereinafter referred to as 'Work' or services).

This bid will be the subject of a public bid opening.

The evaluation committee will make its decision on evaluating the offers as described in the Bidder's proposal.

The solicitation, evaluation and award processes will be conducted in accordance with the terms and conditions contained herein.

The Bidder shall refer to the Purchaser all queries for a resolution of conflicts found in information contained in this document in accordance with the procedures set forth in Paragraph 10 entitled "Bidders' Conference".

## 2. DEFINITIONS

- a) The term "**Prospective Bidder**" shall refer to the entity that has completed and returned the Enclosure of the transmittal letter of this 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 IFB 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 ST**" shall refer to the Headquarters Eurocorps Strasbourg.
- h) The term "**SOW**" shall refer to Statement of Work.

## 3. AMENDMENT OR CANCELLATION OF BID

HQ EC ST 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 announce such action should it be necessary.

HQ EC ST reserves the right to cancel, at any time, this bid partially or in its entirety. No legal liability on the part of bid 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.

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

Any bidder may request the HQ EC ST Contracting Officer for an extension of the bid closing date. However, the request must reach the Contracting Officer, in writing, not later than 14 calendar days prior to the bid closing date and must include a strong justification for the request. The HQ EC ST Contracting Officer may, at his/her own discretion, grant an extension of the bid closing date.

#### **5. 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 not offer variations in specific implementation and operational details.

The bidder shall include in its bid the compliance statement at Annex 3. In case of conflict between the compliance statement and the detailed evidence or explanations/comments furnished, the detailed evidence/comments shall take precedence for the actual determination of compliance.

#### **6. DURATION OF THE CONTRACT**

The contract awarded through this bid will be a sale contract.

All units have to be delivered to HQEC before the 1<sup>st</sup> July 2023.

The material described in the attached description of the technical requirements must be delivered, if so decided, complete according to the delivery time offered to the following address:

QUARTIER GENERAL DU CORPS EUROPEEN

WAREHOUSE – Quartier LIZE

3 Rue de Solignac

67100 STRASBOURG – France

Any delay will induce financial penalties as defined in attached « General Provisions »



## 7. PRICE SETTING MODALITIES

### 7.1 Price content

In accordance with annex A-5.

### 7.2 Price lay out

All bidders are free to choose any equipment they deem enough according to the compulsory technical specifications given in the attached description of technical requirements.

## 8. EXEMPTION FROM TAXES

In accordance with the Treaty of Strasbourg

## 9. BID STRUCTURE, CONTENTS AND SUBMISSION

### 9.1 Bid Structure

Bidders shall submit their bids in one unique envelope the following documentation:

- a. The *“General Documentation”*
- b. The *“Technical and Price Proposal”*

The envelope must contain the documents specified in Section 9.2 “Bid Content”, and shall be duly sealed and identified with the following markings:

<p style="text-align: center;">“NAME AND ADDRESS OF THE BIDDER”</p> <p style="text-align: center;">INVITATION FOR BIDDING N. IFB 05INV22</p> <p style="text-align: center;">OFFER FOR ACQUISITION OF AIR-CONDITIONING UNITS for HQ EC CP- SYSTEM</p> <p style="text-align: center;">DO NOT OPEN / SEALED BID</p> <p style="text-align: center;">TO BE OPENED BY CONTRACT AWARD COMMITTEE</p>
--

This envelope shall be placed in an outer container/envelope suitable for mailing or shipping and marked with the Purchaser’s address:

QUARTIER GENERAL DU CORPS EUROPEEN  
Quartier Aubert de Fincelles  
Bureau G8 – P&C  
4, route du Corps Européen  
BP 70082  
67020 STRASBOURG CEDEX

### 9.2 Bid Content

#### 9.2.1 General Documentation

The Bidder shall provide

- a. Certificate of Legal Name of Bidder – Annex A-1.

- Customer Point of Contact (POC) for verification purposes, specifying name, telephone, and fax.
- b. Certificate of Independent Determination – Annex A-2.
- c. Certificate of Bid Validity & Compliance – Annex A-3.
- d. Declaration that the bidder has fully understood the content and the purpose of the SOW and in respect of the required quality standards – Annex A-4
- e. Documentary evidence of the required level of experience in the requested services. This evidence shall be based on completed or on-going contracts and shall consist of a List of Performance data of at least one (1) contract substantially similar in scope to the requirements described in this solicitation. The list must specify for each contract the following details:
  - Client data
  - Reference of the contract (if any)
  - Description of the service
- f. The Bidder shall provide a declaration of compliance with France or National fiscal obligations and statutory social security contributions.
- g. The bidder shall furnish with a Declaration that the company is not involved in bankrupt or being wound up.
- h. The bidder shall furnish with a Declaration that the company has not been the subject of a judgement which has the force of res Judicata for fraud or corruption.

### 9.2.2 Price and Technical Proposal

Description of the Air-conditioning units:

- a. Technical specifications, installation-operating, optional equipment, training and service/maintenance with the relevant signature by the representative authorised by the firm.
- b. General provisions / Administrative clauses / Contract (enclosed in this IFB)
- c. Price proposal as of Annex A-5 attached to the IFB, the presentation may change. Bidders must be aware that partial bidding is not authorised.
- d. The Bidder shall provide his NATO certificate if any.

### 9.3 Bid submission

Bids may be submitted by mail.

All Bids shall be in the possession of the Purchaser at the address given on/or before

**20th of October 2022, 10:00 hrs. (Paris time - post office hour evidence)**

At which time and date bidding shall be closed.

Bids shall be delivered or mailed to the following address:

QUARTIER GENERAL DU CORPS EUROPEEN  
 Quartier Aubert de Fincelles  
 Bureau G8 – P&C  
 BP 70082  
 67020 STRASBOURG CEDEX - FRANCE  
 Telephone: +33 (0)3 88 43 23 54 - +33 (0)3 88 43 21 42

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

## **10. BIDDERS' CONFERENCE**

Bidders must seek any clarification as soon as possible. Such requests for clarification must be submitted to the HQ EC Contracting Officer in writing (facsimile or e-mail is acceptable), not later than 14 calendar days prior to the bid closing date. Where a bidder requests clarification, the Contracting Officer will send the clarification to all eligible bidders or organize a Bidder's Conference (Visit Site) after which all questions and answers are formally incorporated into the Bid.

## **11. 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.*

## **12. LATE BIDS**

Bids that are delivered to the Purchaser after the specified time and date set forth above for Bid Closing are "late bids" and shall not be considered for award. Such bids will be returned unopened to the Bidder at the Bidder's expense.

## **13. MODIFICATIONS AND WITHDRAWAL OF BIDS**

Bids, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the IFB, and are received by the Purchaser prior to the exact time and date established for Bid Closing. Such modifications shall be considered as an integral part of the submitted bid.

A Bidder may withdraw his bid at any time prior to the Bid Closing Date. In order to do so, an authorized agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the bid and remove the bid from the Purchaser's premises.

#### **14. BID VALIDITY**

- a. Bidders shall be bound by the term of their bids for a period of four (4) months starting from the Bid Closing Date specified at Section 9.3 above.
- b. In order to comply with this requirement, the Bidder shall complete the Certificate of Bid Validity set forth in Annex A-3. Bids offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- c. The Purchaser will endeavor to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity.
- d. Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:
  - (1) Accept this extension of time in which case Bidders shall be bound by the terms of their offer for the extended period of time and Certificate of Bid Validity extended accordingly; or
  - (2) Refuse this extension of time and withdraw the bid.
- e. Bidders shall not have the right to modify their Bids due to a Purchaser request for extension of the Bid validity unless expressly stated in such request

#### **15. BID EVALUATION**

##### **15.1 General**

- 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 ST and shall be based on information provided by bidders. HQ EC ST will not be responsible for searching, locating or confirming any information, which is not clearly identified and available in the bid. HQ EC ST may waive informalities and minor irregularities in bids received.

During the evaluation, the Purchaser may request clarification of the Bid from the Bidder and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the bid and to permit the Bidder to state his intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the bid regarding technical matters and shall not make any change to its price PROPOSAL at any time.

##### **15.2 Administrative Compliance**

Prior to the commencement of the Technical Evaluation, Bids will be reviewed for compliance with the Bid Submission Requirements of this IFB. These are as follows:

- a. The Bid was received by the Bid Closing Date and Time
- b. The Bid is complete, i.e., contains a complete price and technical proposal
- c. The Bidder has submitted originally signed copies of all the required Certificates.

A Bid that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser. Purchasing & Contracting Section

##### **15.3 Evaluation**

Bids will be evaluated under the following factors:

**GENERAL REQUIREMENTS:** Pass or fail (detailed in the Technical Requirements Contract Part III)

And the award criteria:

**PRICING:** COST/PRICE (VAT excluded): 80 %

**TECHNICAL PROPERTIES:** 20%

The **award criterion 1 PRICING** will be valued regarding the following formula:

$$(\text{Price Mark}) = \{(\text{lowest price of all the bids}) / (\text{bidder's price})\} \times 80$$

Bidder price will be considered as being the sum of all prices (Costs per unit and delivery to HQEC).

The **award criterion 2 TECHNICAL PROPERTIES** will be evaluated by the Contract Award Committee according the following point calculations:

1 – Training

- on-site and duration at least one day 5 points
- on-site and duration half a day 3 points
- on a company site and duration on day 1 points
- on a company site an duration half a day 0 point

2 – Single user installation and operating:

- Installation: yes: 2.5 points / no: 0 point
- Operating: yes: 2.5 points / no: 0 point

3 – Maintenance:

- HQ can perform normal maintenance internally: yes: 6 points / no: 0 points
- Maintenance contract proposed by the supplier: annual: 3 points / bi-annual: 1.5 points / no: 0 point

4. – Equipment in service in at least one of the HQ armed forces: yes: 3 points / no: 0 point

5. – Documentation is available in the languages listed in the suitable part of the technical requirements:

- 4 languages : 1 point
- 3 languages : 0.75 point
- 2 languages : 0.5 point
- 1 language: 0.25 point
- No: 0 point

The evaluation of bids will be conducted as follows:

- a. Assessment of compliance with the bidding, contractual and technical provisions / specifications.
- b. Identification of lowest bidder or bidders.

The Purchaser, in any moment of the evaluation process, may request further information in order to get fully justification about the technical proposal presented by the tender and the tender accept to provide all the requested information. In case the information is not provided or is not satisfactory HQ EC ST reserves the right to discard the offer presented.

## 16. AWARD

- a. HQ EC ST Contract Award Committee (CAC) will award the contract to the Bidder whose conforming proposal represents “the best value for money” procedure to HQ EC ST, and demonstrates that the Bidder can fully accomplish IFB requirements.
- b. HQ EC ST reserves the right to request the contractor to provide fully justification about the element and the criteria used in order to determine if the proposed price could be accepted.
- c. A written award or acceptance of bid mailed or otherwise furnished to the successful Bidder(s) within the time specified in the bid shall result in a binding contract without further action by either party.

## 17. POINTS OF CONTACT

The Purchaser point of contact for all information concerning this IFB is:

LTC Rodriguez Velasco	Chief P&C	03 88 43 23 54	<a href="mailto:RODRIGUEZVELASCO.M@eurocorps.org">RODRIGUEZVELASCO.M@eurocorps.org</a>
M. Michaël Wahl	Purchaser	03 88 43 29 69	<a href="mailto:wahl.m@eurocorps.org">wahl.m@eurocorps.org</a>
Mme Marie SEBASTIEN	Purchaser	03 88 43 21 42	<a href="mailto:G8-contract@eurocorps.org">G8-contract@eurocorps.org</a>

/// ORIGINAL SIGNED ///

LTC Rodriguez Velasco  
Purchasing and Contracting Section Chief  
G8 P&C  
HQ EC Strasbourg

**ANNEX A-1**

**CERTIFICATE OF LEGAL NAME OF BIDDER. IFB 05INV2022**

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: \_\_\_\_\_

\_\_\_\_\_

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

TELEFAX NO: \_\_\_\_\_

POINT OF CONTACT REGARDING  
THIS BID:

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

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

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

ALTERNATIVE POINT OF  
CONTACT:

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

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

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

DATE

STAMP & SIGNATURE OF AUTHORISED  
REPRESENTATIVE

**ANNEX A-2****CERTIFICATE OF INDEPENDENT DETERMINATION. IFB 05INV2022**

1. I, the undersigned, as an authorized representative of the firm submitting this bid, do hereby certify that:

(a) This Bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;

(b) The contents of this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and

(c) No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.

2. I also certify that I am the person in the Bidder's organization responsible within that organization for the decision as to the bid and that I have not participated and will not participate in any action contrary to 1(a) through 1(c) above, or

(i) I am not the person in the Bidder's organisation responsible within that organisation for the bid but that I have been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and

(ii) I have not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....  
Date

.....  
Signature of Authorized Representative

.....  
Title

.....  
Company



**ANNEX A-3**

**CERTIFICATE OF BID VALIDITY & COMPLIANCE. IFB 05INV2022**

I, the undersigned, as an authorized representative of the firm submitting this bid, do hereby certify that:

- The Bid submitted by ..... Company is fully compliant with the requirements of the present IFB;
- This company foresees NO difficulty in obtaining acceptance of any prime contract terms and conditions, which are required to be passed on to subcontractors by this IFB. In case of such difficulties, this company intends to resolve these conflicts as follows:
- The pricing and all other aspects of our original offer as modified by our revised proposal will remain valid four (4) months starting from the award date;

.....

Signature of Authorized Representative

.....

Title

.....

Company

**ANNEX A-4**

**DECLARATION OF UNDERSTANDING. IFB 05INV2022**

TO: EUROCORPS HEADQUARTERS

G8 – P&C

BP 70082

67020 STRASBOURG CEDEX - FRANCE

DECLARATION OF FULL UNDERSTANDING OF THE STATEMENT OF WORK (SOW)
--

**SUBJECT:** INVITATION FOR BIDDING n. IFB 05INV2022

ACQUISITION OF AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM

I hereby declare that I have fully understood the content and the purpose of IFB with respect to the required quality standards.

COMPANY NAME

ADDRESS

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNATURE

PRINTED NAME

**ANNEX A-5****PRICE PROPOSAL. IFB 05INV2022**

I, the undersigned, as an authorized representative of the Company:

\_\_\_\_\_

do hereby certify that the overall firm fixed prices for

ACQUISITION OF AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM
---

A specified in the Invitation for Bid n. IFB 05INV2022 and in the technical requirements annexed are: (another table according to this model can be annexed)

AIR-CONDITIONING UNITS	UNIT PRICE	QTY	TOTAL
Air-conditioning units		1	
Costs for delivery in HQEC warehouse		1	
Costs for training, if any		1	
	TOTAL		
	VAT		
	TOTAL + VAT		

Costs for delivery 1 UNIT in the company depot *(for HQEC information purpose only)	UNIT PRICE	VAT	PRICE + VAT

(\*) The delivery option will be chosen and specified by HQEC in the awarding letter (delivery in HQ warehouse or in company warehouse by HQ means) nevertheless both lines have to be fulfilled by the bidder and the price offer will be evaluated taking into account the delivery in HQ warehouse into the total as it is likely to be the most expensive.

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

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

Date, \_\_\_\_\_

.....

Signature of Authorized Representative

.....

Title

.....

Company

# **EUROCORPS HEADQUARTERS STRASBOURG**

## **G8 BRANCH**

### **PURCHASING & CONTRACTING SECTION**

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



**CONTRACT IFB 05INV2022**

**ACQUISITION OF AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM**

**CONTRACT - PART I**

**General Provisions**

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## 1. DEFINITIONS

As used throughout the contract, the following terms shall have the meaning set forth below:

- a. **EC HQ:** the legal entity awarding the Contract.
- b. **S Vendor:** The legal entity (firm or person) to whom the contract is awarded and, on whose behalf, duly authorised persons shall execute it.
- c. **Holder:** Juridical Organization (Society or Particular) to whom the contract is awarded.
- d. **Contracting Authority:** For the purposes of this Contract the term Contracting Authority shall mean the Commander of the HQ EC. Financial Controller may act, in case, on behalf of the Commander of the Eurocorps.
- e. **Contract:** "Contract" shall mean the agreement concluded between the Purchaser and Contractor, duly signed by both parties.
- f. **Sub-contractor:** "Sub-contractor" shall mean any person or firms directly or indirectly under sub-contract.
- g. **Sub-contract:** "Sub-contract" shall mean 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.
- h. **Country of Origin:** the home country of a Vendor or Sub-Contractor.
- i. **Work:** Any tangible thing furnished or any service performed by the Contractor under the terms of this contract.
- j. **EDC:** Effective Date of Contract: The date upon which this contract is deemed to start. Unless otherwise specified a Contract enters into force on the date of the last signature of the Contract by the parties.
- k. **Days:** shall be interpreted as meaning calendar days.
- l. **"Contracting Officer"** means the person executing and managing this contract on behalf of EC HQ. Only duly assigned.

## 2. APPLICABLE LAW

- a. Except as otherwise provided in this Contract, this Contract shall be governed, by French law.
- b. It is the Vendor's responsibility, without expense to the EC HQ, 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. The Vendor shall observe safety and security regulations in force at EC HQ.
- d. The competent administrative court is Tribunal Administrative de Strasbourg.

Tribunal administratif de Strasbourg  
31 rue de la Paix – B.P. 1038F  
67070 STRASBOURG CEDEX  
Tél : 03.88.21.23.23 – Fax : 03.88.36.44.66

email : [greffe.ta-strasbourg@juradm.fr](mailto:greffe.ta-strasbourg@juradm.fr)

## 3. AUTHORITY

- a. Any contractual instruments and changes, including modifications, additions or deletions, as well as interpretation and instructions under this Contract which are to be contractually binding shall be issued in writing and signed only by the Contracting Parties.
- b. 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.
- c. The Vendor 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.
- d. The Vendor shall not accept any instructions issued by any person employed by EC HQ or otherwise, other than by the Contracting Authority and only in writing.

## 4. RESPONSIBILITY

- a. The Vendor 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.

**5. DURATION OF THE CONTRACT**

- a. The duration of this Contract is stated in the Part II hereof.
- b. EC HQ may terminate this Contract immediately without compensation or advance notice if it is unable by reason of Force Majeure to perform its obligations under this Contract.

**6. TITLE AND RISK OF LOSS**

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

**7. CONTRACTOR'S PERSONNEL WORKING AT PURCHASER'S FACILITIES**

- a. The term "EC HQ Facilities" as used in this clause shall be deemed to include sites, property, utilities.
- b. HQ EC shall provide such available administrative and technical support as necessary. The Contractor shall have no claim against the Purchaser for any additional cost or delay occasioned by the closure for holidays, or other reasons, where this is made known to the Contractor by the Purchaser or his authorised representatives.
- c. Notwithstanding the provisions of the "Title and Risk of Loss" Clause above, pay compensation for all damage occurring to any Purchaser's Facilities occasioned by the negligence of the Contractor, or by the negligence of his servants, agents or sub-contractors, arising from his or their presence, on Purchaser Facilities in connection with the Contract.

**8. EMPLOYEES**

The Vendor 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.

**9. INDEPENDENT CONTRACTOR**

- a. The Personnel provided by the Vendor are at any time employees of the EC HQ.
- b. The EC HQ will not give any directives to the Vendor's personnel for any matters under this Contract other than safety and security instructions.
- c. The legal relationship resulting from the contract of employment between the Vendor and his personnel shall not be affected by the present Contract. Links of guidance and control remain within the Vendor's authority.

**10. INDEMNIFICATION**

- a. The Vendor shall at all times hold EC HQ, its agents, representatives and employees harmless from any and all suits, claims, charges and expenses which arise from acts or omissions of the Vendor, its agents, representatives, employees or Sub-contractors.
- b. The Vendor shall pay compensation for all damage occurring to any EC HQ property, facilities and utilities, occasioned by the Vendor, its agents, representatives, employees or Sub-contractors, arising from its or their presence on EC HQ premises in connection with the Contract.



**11. PRICES**

- a. Unless otherwise indicated in the contract, all prices are firm and fixed.
- 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 Officer.

**12. TAXES AND DUTIES**

- a. The Vendor shall be liable for all taxes, assessments, fees, licences, administrative charges or other Government assessments or charges, which are applicable to the performance of this contract. It is the Vendor's responsibility to inform himself of his liability in each country where such liability may arise.

**13. PAYMENTS**

- a. Payments for all supplies and services shall be made when properly supported by and acceptable invoices submitted upon completion of each work, specifically ordered by task order, followed by 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 and the Contractor shall bear all related charges.
- d. EC HQ shall not bear any cost related to financial guarantees, which the Contractor is required to provide under this Contract.

**14. PREFERRED CUSTOMER**

- a. The Vendor warrants that the prices set forth in this Contract, and appendices thereto, are as favourable as those extended to any Government, Agency, Company, Organisation 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 Vendor 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 the Purchaser 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 bonus; export tax reduction, turnover tax exemptions and other reductions based on National Policies.

**15. INVOICES**

- a. Invoices in respect of any supplies or services shall be prepared and submitted at the time and in the manner specified by the HQ EC 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). Details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.
- b. In addition, where appropriate, documentary evidence of acceptance (as defined in the Contract) including copies of Certificates of Conformity shall be submitted together with each invoice.

**16. AUTHORISATION TO PERFORM**

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

**17. ACCEPTANCE**

Acceptance or rejection of the supplies or works shall be made as promptly as practicable as and, in any case, not later than 1 month after delivery or completion, except as otherwise provided in this contract.

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 EC HQ acknowledges that the Vendor has

fully demonstrated that the deliveries or works are complete and operational. The formal acceptance will take place when the following requirements have been met:

- Availability at final destination of all deliverables or completion of all the works.
- Satisfactory completion of all training or other services, if any, required by that date.
- Agreement between the Contracting Officer and the Vendor on a discrepancy list (if necessary) and corresponding clearance dates.

b. 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 less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final

#### **18. WARRANTY**

Notwithstanding inspection and acceptance by EC HQ of work performed under the contract or any provision of this contract concerning the conclusiveness thereof, the Vendor warrants that for a period of six (6) months following the date of acceptance all work performed 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.

The Contracting Officer shall give written notice to the Vendor of any breach of the warranties in the first paragraph of this clause within thirty days (30) after discovery of any defect.

Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "DISPUTES" clause of this contract.

The rights and remedies of EC HQ provided in this clause are in addition to and do not limit any rights afforded to EC HQ by any other clause of the contract.

#### **19. TRANSFER AND SUB-LETTING**

a. The Vendor shall not give, bargain, sell, assign, sub-let or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the previous consent in writing of the Purchaser.

#### **20. SUB-CONTRACTS**

The Vendor shall place and be responsible for the administration and performance of all sub-contracts including terms and conditions which he deems necessary to meet the requirements of this Contract in full. The contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, being such approval pending the presentation of the same documentation, related to sub-contractors personnel to be employed at EC HQ, as stated in the Clause titled "EMPLOYEES" herein.

#### **21. CONTRACTOR NOTICE OF DELAY**

a. In the event the Vendor 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 Purchaser's Contracting Authority 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 the Purchaser 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, EC HQ 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.

#### **22. DEFAULT**

a. The HQ EC may, subject to the provisions of paragraph c. below, by written notice of default to the Vendor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Vendor fails to make delivery of the supplies or to perform the services within the conditions established in this contract, in the attached SOW.

(2) If the Vendor 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,

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 any excess costs for such similar supplies or services; however, the Vendor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of sub-contractors, the Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes of force majeure.

d. The rights and remedies of the HQ EC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **23. 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 authorised 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 EC HQ.

### **24. DELAY PENALTIES.**

In case of none respecting the relevant periods of performance the holder will incur without being previous warning to delay penalties.

Types to estimate the penalty:

$P = V \times R / 1000$  Where:

P = le amount of the penalty

V = the value performance through which the penalty is estimated.

R = the number of delayed days.

The vendor is not obliged to pay when the amount of money is less than 430 € VAT excluded

### **25. PREMATURE TERMINATION**

a. Either party shall be entitled to terminate the agreement immediately by registered letter in the event that the other party shall act contrary to the provisions of this agreement and if such activities are not ended within fourteen days after receipt of the registered letter in which the terminating party indicates the conflict between these activities and the provisions of this agreement. In case EC HQ enforces this article, Article 22 – Default applies also.

b. In the event that this Headquarters is dissolved or transferred to another location, this agreement will be terminated completely by notification through registered Vendor a minimum 3 months advance notice. In this event, EC HQ shall not be liable for any costs, to include, but not limited to, loss of profit, revenue, etc., associated with this termination.

c. Upon termination or ending this agreement in consequence of the reasons specified above, the payment obligations already created shall remain in force, unless specified above.

d. Upon the non-acceptance of the service stated in Part I of the contract. After 30 days of the reception of the official letter, without giving a termination to the non-acceptance of the service, the contract may be cancelled after the first year period of the contract without any compensation.

e. In case of covenants that include changes that may suppose a sensible different prize as was foreseen initially the contract may be cancelled after the first year period of the contract.

f. In case of subcontracting without prior being approved by HQ EC.

g. All the same, in the case of transfer the contract to any other company without the approval of HQ EC.

h. In those cases when penalties related HQ EC security of facilities and concerning the access to HQ EC compound may occur.

i. In the case the holder does not give every 6 months till the conclusion of the contract the documentation given in Art R.324 – 4 or R. 324 – 7 foreseen in the French “Code du Travail”

**26. DISPUTES AND ARBITRATION**

- a. The parties agree to attempt to resolve all disputes arising out of the performance of this contract through amicable settlement.
- b. Should the parties fail to come to an amicable agreement then terms fall down in the clause 27 - Claims will be applicable.
- c. Except to the extent to which special provision is made elsewhere in the Contract, all disputes, differences or questions which are not disposed of by agreement between the parties to the Contract with respect to any matter arising out of or relating to the Contract, other than a matter as to which the decision of the HQ EC under the Contract is to be final and conclusive, shall be decided by the Contracting Authority. The Contracting Authority shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor.
- d. The Contracting Authority shall not proceed with the evaluation and decision in respect of any claim until and unless the Vendor has submitted the attestation as foreseen in the "Claims" Clause of the General Provisions, as well as the complete proof and evidence of the claim (either by submission or by identification of the relevant documentation).
- e. The Contracting Authority's decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Authority a notification of his decision to open arbitration proceedings. The burden of proof for both receipt and delivery of such documentation shall be by signed and dated registered mail receipt or by hand receipt as provided by the HQ EC.
- f. The Vendor agrees to submit to the Arbitration Tribunal competent only such issues, facts, evidence and proof that the Vendor had beforehand identified and submitted to the Contracting Authority for decision in accordance with paragraph a. above. The jurisdictional authority of the Arbitration Tribunal shall be restricted to consider only those identical issues, facts, evidence and proof so identified and submitted to the Contracting Authority.

**27. CLAIMS**

Any controversy, disagreement or claim that may arise concerning this contract or any breach thereof, shall, unless it is settled amicably by direct consultation or negotiation, be settled by the 'Appropriate Court in Strasbourg', unless otherwise specified in this contract.

- a. The Vendor shall assert claims in writing and by registered mail, and in accordance with the terms set out below:
- b. Claims shall be submitted within:
  - (1) The time specified in the Clause or Article under which the Vendor alleges to have a claim. If no time is specified in the clause or Article under which the Contractor intends to base his claim, the time limit shall be forty-five (45) days from the date the Vendor has knowledge or should have had knowledge of the facts on which he bases his claim.
  - (2) Three (3) months after final payment, release of guarantees or performance bond provided under the Contract, whichever occurs. This shall only apply to those claims for which the Vendor could not have had earlier knowledge and were not foreseeable.
- c. The Vendor shall be foreclosed unless he presents complete documentary evidence, justification and cost for each of his claims within three months from the assertion date of such claims. Claims shall be supported by specifically identified evidence (including applicable historical and planned cost and production data from the Contractor's books and records). Opinions, conclusions or judgmental assertions not supported by such evidence shall be rejected.
- d. The Vendor will wait for the final decision of the Contracting Authority before assigning any claim by the appropriate Court. The Contracting Authority will use no more than 45 days to issue a final decision.

**28. 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 Vendor or his employees shall not, without prior authorisation from the Purchaser, release any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.

**29. LANGUAGE**

- a. In the event of any inconsistency between the original English text of this Contract and any translation into another language, the original English text will govern.
- b. All written correspondence and reports provided by the Vendor shall be, as a minimum, in English. Nevertheless, the origin language of the Vendor may be applied.

**30. SECURITY**

- a. The Vendor 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 EC HQ 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. In particular the Vendor undertakes to:
  - (1) Appoint an official responsible for supervising and directing security measures in relation to the Contract and communicating details of such measures to the HQ EC on request.
  - (2) Maintain, preferably through the official responsible for security measures, a continuing relationship with the National Security Authority or designated security agency charged with ensuring that all classified information involved in the Contract is properly safeguarded.
  - (3) Abstain from copying by any means, without the authorisation 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) Furnish, on request, information to the National Security Authority or designated security agency pertaining to all persons who will be required to have access to classified information.
  - (5) 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.
  - (6) 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.
  - (7) Limit the dissemination of classified information to the smallest number of persons as is consistent with the proper execution of the contract.
  - (8) Comply with any request from 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 EC HQ in which they may have access to classified information.
  - (9) Report to the 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.
  - (10) 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.
  - (11) 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.
  - (12) Classify any produced document with the highest classification of the classified information disclosed in that document.
  - (13) The Vendor ensures that its employees are informed that they may be searched when they enter or leave EC HQ premises.
  - (14) The Vendor shall place the sub-contractor, if any, under security obligations no less stringent than those applied to its own contract.
  - (15) The Vendor undertakes to provide EC HQ Security Office with an information sheet on all its employees, before they take up their duties, using the form provided by that Office.

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

**31. EC HQ REGULATIONS**

a. The Vendor shall comply with the applicable provisions of EC HQ regulations and directives as communicated to it by the Contracting Officer

**32. CORRUPTION AND ILLICIT GRATUITIES**

a. The Vendor certifies that neither it nor its agents or representatives have offered or given any gratuity whatsoever to any EC HQ personnel, with a view to securing a contract or favourable treatment with regard to the award, modification or execution of this Contract.

b. EC HQ may, by registered letter, terminate this Contract without notice if it is found, after an investigation instituted by EC HQ, that gratuities (in the form of entertainment, gifts or others) were offered or given by the Vendor to EC HQ personnel with respect to the award of this Contract or to the taking of any decision regarding its execution

**33. CONTRACT ADMINISTRATIONS AND COMMUNICATIONS**

The Vendor shall direct all inquiries, notices and communications regarding this Contract to the Contracting Officer, which may be personally delivered, mailed, or copied to the following address:

QUARTIER GENERAL DU CORPS EUROPEEN  
BUREAU G8 / P&C  
BP 70082  
67020 STRASBOURG  
FRANCE

Telephone: +33 (0)3 88 43 23 54 - +33 (0)3 88 432095

E-mail: g8-contract@eurocorps.org

All inquiries, notices and communications between the Vendor and EC HQ shall be written in English. Nevertheless, French language may be used. And in all correspondence the Contract number shall be mentioned.

**34. ORDER OF PRECEDENCE**

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<sup>st</sup> The Signature Part of the Contract (Part II)
- 2<sup>nd</sup> The General Provisions (Part I).
- 3<sup>rd</sup> The Technical Requirements (Part III)
- 4<sup>th</sup>. The Holders' Bid or Bid accepted by EC HQ.

The above documents form entire part of the contract.

**35. CONTRACT EFFECTIVE DATE**

The effective date of the Contract is the date of last signature by the Parties, or a specific date set forth in the Contract.

# **EUROCORPS HEADQUARTERS STRASBOURG**

## **G8 BRANCH**

### **PURCHASING & CONTRACTING SECTION**

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



**CONTRACT IFB 05INV2022**

**ACQUISITION AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM**

**CONTRACT - PART II**

**Signature Part**

## CONTRACT IFB O5INV2022

### ACQUISITION AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM

**Between**

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

**and**

- Company \_\_\_\_\_ located in \_\_\_\_\_ hereafter known as “**the Supplier**”, on the other hand.
- HQ EC and the Supplier being hereafter collectively referred to as “**the Parties**”,
- Given their joint agreement,
- Given the following terms and conditions

the following agreement is made:

#### **Table of contents:**

- Contract
  - 1<sup>st</sup> part – General Provisions
  - 2<sup>nd</sup> part – Page of Signatures
  - 3<sup>rd</sup> part – Technical Requirements



## 1. Documents comprising the Contract

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

- (a) EC HQ STRASBOURG INVITATION FOR BID, IFB 05INV/2022 dated 22/09/2022 together with its tender documents
- (b) Supplier’s quotation dated \_\_\_\_\_
- (c) HQ EC STRASBOURG Notification of tender award, dated \_\_\_\_\_

1.2. The Page of Signatures includes the following annexes:

- (a) Technical specifications

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

- (a) Primo: This 2<sup>nd</sup> Part
- (b) Secundo: The 1<sup>st</sup> Part of this Contract (General Provisions)
- (c) Tertio: Specific technical requirements/ Declaration of work to be carried out
- (d) Quarto: The Supplier’s quotation
- (e) Ultimo: Any other documents which are part of this Agreement.

## 2. Scope

This Agreement is a fixed-term contract for the purchase of air-conditioning units for HQ EC CP-System. The Supplier 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 of the service

The value of the present Contract has been set at € \_\_\_\_\_, in line with price proposal **ANNEX A-5** of the Supplier \_\_\_\_\_, dated \_\_\_\_\_

## 4. Conditions of supply

The services defined in Technical Specifications must be provided , if so decided, in Eurocorps Headquarters, Strasbourg

## 5. Duration of the contract

The present Contract is concluded after the delivery of goods not exceeding 1<sup>st</sup> July 2023.

## 6. Changes to contractual obligations

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

## **7. General implementing rules**

### **7.1 Location**

The material has to be provided, if so decided, in HQEC, Strasbourg, France.  
The precise location will be clearly defined.

### **7.2 Staff**

The supply, delivery, training must be carried out by a competent staff member, ensuring that the stated technical requirements are fulfilled.

### **7.3 Timetables**

According to the Offer and planning stated in IFB.

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

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

### **7.5 Staff regulations**

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

### **7.6 Behavior of staff members**

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

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

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

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

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

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

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

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

**Civil liabilities**

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

**Service provision**

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

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

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

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

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

**8.2 Public person obligations**

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

**9. Security and prevention measures**

Further to article 30 - Security – of the general provision's specification document

**9.1 Security measures**

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

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

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

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

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

## **9.2 Prevention measures**

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

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

The EC HQ has a period of 10 days from the date of implementation to decide whether or not to approve the service provision. After this date, its approval is deemed to have been given.

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

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

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

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

### **11.1 Content of prices**

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

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

### **11.2 Settlement price**

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

## **12. Invoicing**

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

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

Upon completion of the service provision, in line with the provisions of article 4, payment will be made by bank transfer 30 days after validation of the documents by EC HQ.

All invoices must be drawn up in euros and sent the following address:

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

**13. Overall payment lead time**

The sums due in execution of the present contract shall be paid within a period of 30 days from the day following the end of the quarter referred to by the invoice.

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

**14. Date and signatures**

Lieutenant-General,  
PETER DEVOGELAERE

The legal representative of the Supplier

Done in Strasbourg, on \_\_\_\_\_

Done in Strasbourg, on \_\_\_\_\_

# **EUROCORPS HEADQUARTERS STRASBOURG**

## **G8 BRANCH**

### **PURCHASING & CONTRACTING SECTION**

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



**CONTRACT IFB 05INV2022**

**ACQUISITION OF AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM**

**CONTRACT - PART III**

**Technical Requirements**

## **CONTRACT IFB 05INV 2022**

### **ACQUISITION OF AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM**

#### **TECHNICAL SPECIFICATION ACQUISITION OF AIR-CONDITIONING UNITS for HQ EC CP-SYSTEM**

##### **REQUIREMENTS:**

**The following sections of requirements will be evaluated by Pass or Fail**

- (1) Designed to meet military standards and requirements with NATO technical specifications, as well as ISO 9001 and 14001 standards.
- (2) Warranty: 2 Years;
- (3) Structure of material: aluminium or steel;
- (4) Colour of painting: NATO green;
- (5) Capacities:
  - (a) Heating capacity (electrical heater)  $\approx 7$  kW
  - (b) Electrical with power consumption lower than 8 kW
  - (c) Electric connecting cable length - 10-15m
  - (d) Total cooling capacity (refrigerant)  $\geq 11$  kW (refrigerant environmental friendly in accordance with European Union environmental law and regulations);
- (6) Environment Temperature should range to +49 °C [STANAG 2895 Category A1(Extreme Hot Dry)]
- (7) Heating mode (option) should range from – 25 °C
- (8) Environment Humidity: 0 – 100 % [STANAG 2895 Category A1(Extreme Hot Dry) – C1(Intermediate Cold)]
- (9) Effective Sound Pressure:  $\leq 60$  dB (A) inside the tent
- (10) Robust system to be operational outside in severe weather conditions and environments (rain, dust).
- (11) Adaptable for different filter systems to react on different air qualities
  - (a) EPA filtration as a standard system;
  - (b) Desirable CBRN filtration.
- (12) Resistant against Sea- and Saltwater
- (13) CE Declaration of Conformity
- (14) Water/Humidity protection: IP54 or more
- (15) Temperature control with a room thermostat permanently connected to the air conditioner;
- (16) Transportation – and Shippability by air, sea, rail and road should be taken into account:
  - (a) Conformity with AECTP 400. ACUs demonstrate its ability to resist the specified vibration environment without unacceptable deterioration in its functional and/or structural performance.
- (17) Transport means should be installed or provided (installed and integrated lashing points and wheels),
  - (a) stack-ability with optimized - up to store 20 items in 20 feet container;
  - (b) compatible with forklifts and/or small lifting devices.

- (18) System should run with intuitive controls which are easy to operate (stress resistant)
- (19) Air distribution system should be flexible for reaching the tents from the outside as well as distributing the air inside;
- (20) Air intake and outlet with the possibility of connecting uninsulated flexible pipes Ø315mm
  - (a) Number of ducts insulated exterior – 2;
  - (b) Air ducts length – 315 mm x 3 m;
- (21) Air distribution system should be installable in a convenient way
  - (a) If it is warm on the ground floor and
  - (b) If it is cold along the roof inside of the tent.
- (22) Inner structure of the tubes to ensure steady output.
- (23) ACU have to be equipped with protective tarpaulin.
- (24) Maintenance/Spare Parts supply:
  - (a) Producer has to provide maintenance in designed area of operations;
  - (b) Lifespan: min. 15 Years. Spare Parts supply needed.
- (25) All documents related to the product's offer, handbook, and manual's instruction should be written in English
- (26) Initial training to be provide by the bidder on the new ACU
- (27) Equipment data sheet (dimension, weight ...)

**The following sections of requirements are suitable but not mandatory**

- (1) Installation and operation can be performed by one person;
- (2) Maintenance/Spare Parts supply:
  - (a) Up to the regulations of the producer company but:
    - (i) "Normal" maintenance cycles should be possible by our personnel.
    - (ii) Contracting maintenance cycles annual but at least bi-annual.
- (3) Equipment already in service in HQ armed forces (France, Germany, Spain, Belgium, Poland)
- (4) Documents related to the product's offer, handbook, and manual's instruction should be available in French, German, Polish and Spanish.