



**European Defence Agency
EUFOR in Bosnia and Herzegovina**



SERVICE TENDERING DOSSIER

Brussels, 3 July 2014

Our ref.: 14.OP.OS.001

SUBJECT: INVITATION TO TENDER for Airborne Ground Surveillance and Reconnaissance (AGSR) Services in Bosnia and Herzegovina

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INVITATION TO TENDER

You are hereby invited to submit a tender in response to the call for tender Airborne Ground Surveillance and Reconnaissance (AGSR) Services in Bosnia and Herzegovina reference No. 14.OP.OS.001

1. The purpose of this tender and additional information necessary for tender preparation and submission are detailed in the attached Instructions to tenderers.

Please note however the following important points concerning the submission of a tender and its implications.

2. Tenders are to be sent to the following address:

**Contracting Unit
European Defence Agency
Rue des Drapiers 17-23
B-1050 Brussels, Belgium**

Submission of tenders must respect the deadline specified in Section **2 Timetable** of the attached Instructions to tenderers.

Tenders shall be submitted either:

- by registered post, or;
- by hand-delivery to the premises of the Agency, by the tenderer in person or by an agent, including courier service.

In either case, **the deadline for submission shall be considered to be the date of receipt by the Agency of the tender.** Tenders not received by the prescribed deadline shall be discarded.

Please note that EDA opening hours are as follows:

From Monday to Friday (except public holidays in Belgium) between 09h00 -12h00 and 14h00-17h00.

Please inform the EDA whether you intend to submit a tender, by writing to the address indicated above or sending an e-mail at the following e-mail address:

procurement@eda.europa.eu

3. Tenderers must ensure that their tenders are signed by an authorised representative and that tenders are legible so that there can be no doubt as to words and figures.
4. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the Instructions to tenderers and in the draft service contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions.
5. The opening of tenders will take place at EDA premises at the date and the time specified at point **2 Timetable** of the attached Instructions to tenderers. Each tenderer may be represented at the opening of tenders by one person. The name of the person

attending the opening must be notified in writing either by fax (**Fax No. +32 (0)2 504 29 75**) or by e-mail at the address indicated above, at least five working days prior to the opening session. The participation of the tenderers' representatives will be restricted to an observer role.

6. The on-site visit will take place at EUFOR premises at the date and time specified at point **2 Timetable** of the attached Instructions to tenderers. Each tenderer may be represented at the on-site visit by two people. The name of the people attending the on-site visit must be notified in writing either by fax (**Fax No. +32 (0)2 504 29 75**) or by e-mail at the address indicated above, at least three working days prior to the on-site visit. More information will be provided on request.
7. This invitation to tender is in no way binding on the EDA or EUFOR. The Contracting Authority contractual obligation commences only upon signature of the contract with the successful Tenderer.
8. Up to the point of signature, the EDA and EUFOR may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation.
9. The EDA retains ownership of all tenders received under this tendering procedure. Consequently the tenderers have no right to have their tenders returned to them.
10. All costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.
11. All tenderers will be informed in writing of the results of this tender procedure.

Rini GOOS
Deputy-Chief Executive

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: 14.OP.OS.001

In submitting a tender, the tenderer accepts in full and without restriction the conditions governing this contract, the terms of reference and all other instructions, forms and provisions contained in this tendering dossier as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tendering dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the offer.

1 Services to be provided

The services required by the Contracting Authority are described in detail in the Terms of Reference. These are contained in Annex II of the Draft Contract, which forms Part B of this tendering dossier.

The purpose of this tendering procedure is to obtain Airborne Ground Surveillance and Reconnaissance (AGSR) Services and logistic support and other related support services.

The primary operating base for Contractor activities will be from Camp Butmir - Sarajevo and the Sarajevo International Airport. HQ EUFOR, JOC and Information Analysis Branch (IAB) are also located at Camp Butmir. The Contractor shall provide analysis of collected data at the IAB analysis center at Camp Butmir. Due to the difficult terrain in BiH, communication relay stations or other means may be necessary in order to transmit the collected data.

The Contractor-provided Collection and Analysis Systems shall include the following exploitation capabilities, in support of EUFOR operations:

- Imagery analysis workstations (hardware and software) necessary to display, manipulate, process, and analyze digital aerial and spatial imagery;
- Image interpreters trained to the above-mentioned workstations and highly skilled in :
 - Manipulating, processing and analyzing digital aerial and spatial images;
 - Extracting relevant and accurate imagery intelligence.
 - Reporting intelligence according to ATP47 and STANAG 3596.

The Contractor shall manage the total work effort associated with the operations, maintenance, repair, and all other services required herein to ensure fully adequate and timely completion of these services.

The Contractor shall have maximum **60** days prior to the start of the AGSR services to mobilize its resources and equipment at the required EUFOR Theatre Operating Location and go through a hand-over/take-over in order to be prepared to perform all contract

requirements and provide operational AGSR services to HQ EUFOR starting on **01 Jan 2015**.

Contracting Authority:

EDA and EUFOR ALTHEA have signed the arrangement of cooperation entrusting the Agency with the lead role in administering the procurement procedure and coordinate all administrative formalities up to the recommendation to award.

European Defence Agency (EDA) - responsible for the tendering procedure:

Pursuant to Council Decision 2011/411/CFSP of 12 July 2011 defining the statute, seat and operational rules of the European Defence Agency (hereinafter “the EDA” or “the Agency”) and repealing Joint Action 2004/551/CFSP, the mission of the European Defence Agency is “to support the Council and the Member States in their effort to improve the EU’s defence capabilities in the field of crisis management and to sustain the Common Security and Defence Policy (CSDP) as it currently stands and as it develops in the future.”

Further information can be found on the Agency’s web site at <http://www.eda.europa.eu>.

The European Union Forces in Services in Bosnia and Herzegovina (EUFOR in BiH)
- responsible for award, signature and implementation of the contract:

The European Union Forces (EUFOR) have accepted the responsibility to ensure continued compliance with the Dayton/Paris Agreement and to contribute to a safe and secure environment in Bosnia and Herzegovina (in Serbo-Croatian, Bosna i Hercegovina –“BiH”). As part of this peace keeping responsibility is a need to maintain a constant vigil on any developing situations which could be disruptive to that effort. This requires that air reconnaissance assets be available to assess activities in the operational theatre and that associated surveillance assets are available to be directed against any suspect activities. The objective of EUFOR is to receive timely reporting data so that operational forces can intervene when appropriate to preclude any escalation of a potentially dangerous situation. The EUFOR Area of Operational Responsibility (AOR) is the entire area of Bosnia and Herzegovina (hereafter referred to as BiH). Further information on EUFOR’s mission can be found on the Internet at [European Union Force in Bosnia and Herzegovina](#)

The tendering procedure will follow ATHENA Financial Rules Part II, Rules on Procurement.

2 Timetable

	DATE	TIME*
Deadline for request for any clarifications from the Contracting Authority	11/08/2014 (14 days before deadline for tenders)	-
On-site visit	date 11/07/2014	-10:00
Last date on which clarifications are issued by the Contracting Authority	19/08/2014 (6 days before deadline for tenders)	-
Deadline for submission of tenders	25/08/2014	17:00 Tenders delivered by hand shall be submitted not later than 17:00h Local Time
Opening session	26/08/2014	10:00h
Tenders evaluation (**)	September	-
Notification of award to the successful bidder (**)	September/October	-
Signature of the contract (**)	October	
Mobilization period	01/11/2014-31/12/2014	
Commencement date (**)	01/01/2015	-

* All times are in the time zone of the country of the Contracting Authority (UTC+01:00)

** Provisional dates

3. Participation

- 3.1. Participation to this procedure is open on equal terms to all natural and legal persons of the Member States of the European Union and additional countries: Turkey, Iceland, Lichtenstein, Norway, Albania, Chile, FYROM, Mexico, Montenegro, Aruba, Canada, Hong Kong, Israel, Japan, Singapore, South Korea, Switzerland, Chinese Taipei, the United States of America and Bosnia and Herzegovina ,in accordance with Part II Article 3 of the EU Financial Rules applicable for expenditure financed through the ATHENA mechanism .

These terms refer to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned.

- 3.2. Tenderers must not be in any of the exclusion criteria indicated in Section 16 of the Instructions to tenderers and must have the legal capacity to allow them to participate in this tender procedure (see Section 16).
- 3.3. Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the EDA or/and EUFOR during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender.
- 3.4. Participation of consortia or joint venture

Consortia, may submit a tender on condition that it complies with the rules of competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure.

Such grouping (or consortia) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (see Section 16 of the Instructions to tenderers).

The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Contracting Authority.

The authorising consortium agreement, notarial act or deed must be submitted to the Contracting Authority within the 30 days following the award of the contract. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

3.5. Sub-contracting

The tenderer must indicate clearly, which parts of the work will be sub-contracted.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, all sub-contractors must provide the required evidence for the exclusion and selection criteria as detailed in Section 16 of the Instructions to tenderers.

If the identity of the sub-contractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek the EUFOR's prior written authorisation before entering into a sub-contract.

Where no sub-contractor is given, the work will be assumed to be carried out directly by the tenderer.

4. Type of contract

- 4.1 The initial Contract shall remain valid till 31 Dec 2015 with the possibility to be extended on the yearly basis until maximum 31 Dec 2019. The prices offered as part of this tender (Annex V) shall remain fixed throughout the first three years (1 basic + 2 first option years if exercised) of the contract validity period.

The total potential value of the Contract is estimated as a maximum 15MEUR (including all potential renewals). The value of the initial three years contract (1 basic + 2 first option years if exercised) shall not be higher than 9MEUR (3MEUR per each year of the contract). The value of the renewals possible after the first three years shall not be higher than 3MEUR per year, subject to the price revision defined in Paragraph 2, respectively.

- 4.2 After initial three years (1 basic + 2 option years if exercised) and every following year of the Contract, each price may be revised upwards or downwards if such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed.

This revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) MUICP published for the first time by the Publications Office of the European Union in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + 0,8 \frac{I_r}{I_o} \right)$$

where:

Pr = revised price;

Po = price in the original tender for Option Year II;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the letter requesting revision of prices.

5. Currency

Bids must be presented in euro.

6. Lots

This tendering procedure is not divided into lots. Tenderers must bid for the entirety of the services to be provided; partial bids will not be considered nor evaluated

7. Period of tender validity

- 7.1. Tenderers shall be bound by their tenders for a period of **90** days from the deadline for the submission of bids.
- 7.2. In exceptional cases and prior to the expiry of the original bid validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Tenderers that agree to do so will not be permitted to modify their bids. If they refuse, their participation in the tendering procedure will be terminated.
- 7.3. The successful tenderer will be bound by his tender for a further period of **60** days following receipt of the notification of award that he has been selected.

8. Language of tenders and procedure

- 8.1. Tenders should be drafted in one of the official languages of the European Union, preferably English. Requested documents not available in English should be accompanied by an English courtesy translation. The contract shall be entered into in English. For the purpose of the interpretation of the tender, English language will prevail.
- 8.2. It is extremely important that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

9. Submission of tenders

- 9.1. Tenders must be received before the deadline specified in the Section 2 Timetable of this Instructions to tenderers. Tender documents must be sent/delivered to the following address:

**Contracting Unit
European Defence Agency
Rue des Drapiers 17-23
B-1050 Brussels, Belgium**

- 9.2. Tenders must comply with the following conditions:

Tenders must be submitted in accordance with the **double envelope system**:

The **outer envelope** or parcel should be sealed with adhesive tape and signed across the seal and carry the following information:

- the reference number of the invitation to tender **14.OP.OS.001**
- the project title “Airborne Ground Surveillance and Reconnaissance (AGSR) Services in Bosnia and Herzegovina”
- the name of the Tenderer
- the indication “***Tender - Not to be opened by the internal mail service***”
- the address for submission of tenders (*as indicated in the letter of invitation to tender*)
- the date of posting (*if applicable*) should be legible on the outer envelope.

The outer envelope must contain **three inner envelopes**, namely, **Envelope A, B and C.**

The content of each of these three envelopes must be as follows:

Envelope A – Administrative documents

- the **Tender Submission Form** found in **Annex IX of the Draft Contract**, including the duly authorised signature
- the tender guarantee, for a fixed amount of **18 000 EUR** must be provided according to the model in **Annex XIII** of the Draft Contract
- the duly filled in, signed and dated **Exclusion Criteria Declaration(s)** as requested in Section 16 of the of the Instructions to tenderers and using the standard template in **Annex VI** of the Draft Contract
- the duly filled in, signed and dated **Legal Entity Form(s)** as requested in Section 16 of the of the Instructions to tenderers and using the standard template in **Annex VII** of the Draft Contract
- the duly filled in, signed and dated **Financial Identification Form**¹ using the template in **Annex VIII** of the Draft Contract
- The **Economic & Financial Capacity** criteria documents as requested in Section 16 of the Instructions to tenderers using the template in **Annex X** of the Draft Contract
- The **Technical & Professional Capacity** criteria documents as requested in Section 17 of the Instructions to tenderers - **One signed original and 3 (three) copies.**

¹ in case of consortia, only **one** Financial Identification Form for the whole consortium shall be submitted, nominating the bank account in to which payments are to be made under the contract in the event that the respective tender is successful

- **Duly authorised signature**, i.e. an official document (e.g. statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the tenderer is duly authorised to do so.
- In case of **consortia or joint ventures**, the consortium agreement or a duly signed and dated consortium statement by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium.

Envelope B – Technical proposal

One signed original and 3 (three) copies of the technical proposal providing all information requested in Section 17 of the Instructions to tenderers.

Envelope C – Financial proposal

One signed original and 3 (three) copies of the financial proposal based on the format found in **Annex V** of the Draft Contract to be submitted fully completed and signed. The prices shall be deemed to include all fees, rates and costs needed for the complete performance of the services as outlined in the Terms of reference (Annex II of the Draft Contract) and the contractual conditions.

Electronic Version of the documents

The scanned, electronic version of all the above mentioned documents (Envelope A, B and C) should be provided in the CD or USB format.

The original tender must be marked “ORIGINAL”, and the copies signed in the same way as the original and marked “COPY”.

10. Pricing

- 10.1. Tenderers will be deemed to have satisfied themselves, before submitting their tender, as to its correctness and completeness of the price, to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.
- 10.2. The Contracting Authority is exempt of VAT and custom duties. As a result thereof, the prices shall not include VAT or other duties.
- 10.3. The prices for the contract are fixed and subject to revision as specified in Article 4 of the Instructions to tenderers and the Contract.

11. Additional information before the deadline for submission of tenders

Contacts between the EDA/EUFOR and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

11.1. Before the final date for submission of tenders:

At the request of the tenderer, the EDA may provide additional information solely for the purpose of clarifying the nature of the contract. Any request for additional information must be made in writing by e-mail at procurement@eda.europa.eu or at the Fax No.: +32 (0)2 504 29 75 and should indicate the reference number and the title of the tender.

Requests for additional information received after the deadline for request of clarifications from the EDA as specified in Section 2 – Timetable of the Instruction for tenderers will not be processed.

The EDA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tender.

Any additional information including that referred to above will be published on the EDA's website. Please ensure that you visit regularly the site for updates.

12. Clarification meeting / site visit / interviews

12.1. A non-mandatory on-site visit will be held on **11 July 2014 at 10:00 at Camp Butmir - Sarajevo** to visit the venue foreseen for the performance of the contract and answer any questions on the tendering dossier which are raised at the meeting. Minutes will be taken during the meeting and these will be published - together with any clarifications in response to written requests which are not addressed during the meeting - on EDA's website at the latest 6 calendar days before the deadline for submission of tenders. No further clarification will be provided after this date. All the costs of attending this meeting will be borne by the tenderers.

12.2. During the non-mandatory on-site visit each tenderer may be represented by two people. The name of the people attending the on-site visit must be notified in writing either by fax (Fax No. +32 (0)2 504 29 75) or by e-mail at the address indicated above, **at least three working days prior to the on-site visit**. More information will be provided on request.

12.3. Visits by individual prospective tenderers during the tendering period other than this site visit for all prospective tenderers cannot be permitted and may lead to the tenderer's rejection from the tendering procedure

12.4. No interviews of Key Experts are foreseen to be held during the technical evaluation of the tenders.

13. Alteration or withdrawal of tenders

13.1. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Section 2 – Timetable of the Instruction to tenderers. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tendering procedure.

13.2. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 9. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

13.3. No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Section 2 – Timetable of the Instruction to tenderers and the

expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

14. Costs of preparing tenders

No costs incurred by the tenders in preparing and submitting the tenders are reimbursable. All such costs will be borne by the tenderers.

15. Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no right to have their tenders returned to them.

16. Exclusion and selection criteria

16.1. Exclusion criteria

Participation to this tender is only open to tenderers who are not in one of the situations listed below:

- a) bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- c) have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) have 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 detrimental to the Union's financial interests;
- f) following another procurement procedure or grant award procedure financed by the Union's budget, they have been declared to be in a serious breach of contract for failure to comply with their contractual obligations.

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure:

- are subject to a conflict of interest;
- are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

Means of proof required

Tenderers, **including all consortium members and all sub-contractors where applicable**, shall provide a declaration on their honour (see model in **Annex VI**), duly signed and dated, stating that they are not in one of the situations referred to above.

Nota bene:

The tenderer to whom the contract is to be awarded shall provide, within 20 days following notification of award and preceding the signature of the contract, the following documentary proofs to confirm the declaration referred to above:

- For points a), b) and e) a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- For point d) a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate referred to above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

16.2. Selection criteria

The tenderers must submit evidence of their legal, economic, financial, technical and professional capacity to perform the contract.

Legal capacity

Requirement

The tenderers, **including all consortium members and all sub-contractors where applicable**, are asked to prove that they are authorised to perform the contract under their national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

Evidence required

Each tenderer, **including every consortium member and every sub-contractor where applicable**, shall provide a duly filled in and signed **Legal Entity Form** (see **Annex VII**) accompanied by the documents requested therein.

Economic & Financial capacity

Requirement

The tenderer, **including every consortium member where applicable**, must be in a stable financial position during the last three years and have the economic and financial capacity to perform the contract.

Evidence required

Proof of economic and financial capacity shall be furnished by the tenderer, including every consortium member, as follows:

Where publication of the Balance sheet is required under the law of the country where the economic operator is established, the tenderer shall complete and include in the offer a financial statement form (Annex X) to the draft contract.

Please observe the following aspects in completing this financial statement (Annex X):

- It should be certified by means of a signature of the chief accounting officer of the tendering organisation
- EDA has the right during the tendering process and before awarding the contract to request further evidence on the tenderer's compliance with the economic & financial capacity requirement, in which case balance sheets and profit & loss accounts for the past financial years may be requested.

- In the case of a consortium submitting an offer, the financial statement should be included in the offer for all consortium partners.
- In the case of a physical person the financial statement should be included in the offer for where only the lines 16 and 17 need to be filled in and the financial statement can be signed by the physical person only.

If, for some exceptional reason which the EDA considers justified, the tenderer is unable to provide the information requested by the contracting authority, he may prove his economic and financial capacity by any other means which the EDA considers appropriate. EDA reserves the right to ask sub-contractors to prove their financial capacity should their share of work is substantial.

The tenderers will be examined on the basis of the annual turnover related to similar airborne surveillance services. The yearly overall turnover related to similar airborne surveillance services in the last three years must not have fallen below: 2,5MEUR. **The Economic and Financial capacity will be assessed in relation to the combined capacities of all the Consortium members (leader and members and the subcontractors), if any, as a whole.**

Technical and professional capacity

Requirement(s)

To successfully conduct the contract the tenderer shall have:

1. Professional capacity:

- a) Tenderer's personnel related to this project possess or will be able to obtain before signature of the contract the security clearance SECRET UE or NATO Secret
- b) Tenderer's personnel related to this project must have at least 3 years of experience in the field of the contract requirements (pilots, imint analysts, sensors operators, technicians)
- c) The tenderer's project manager(s) shall have at least 5 years managerial experience of which 2 years in a multi-national environment or outside of his/her country of origin.

2. Technical capacity:

- a) Proposed system configuration has been proven in operations similar to those pertaining in the EUFOR BiH theatre of operations
- b) All systems (aerial platforms, sensors, communication systems and ground data processing facilities) shall be compliant with the equivalent NATO standards detailed in the list of documents contained within Table III.2 of the terms of reference (Annex II)
- c) The tenderer shall have the capacity to handle classified information up to CONFIDENTIEL UE/EU CONFIDENTIAL level before signature of the contract (Ground station and other facilities used for the purpose of this contract)
- d) Tenderer must have executed successfully at least one contract/project for airborne surveillance services similar to the requirements of the subject terms of reference (Annex II) and for a value of at least 2,5MEUR during the past 5 years.

Evidence required

The following documents or information must be presented as evidence of compliance with the technical and professional capacity:

- The copies of the personnel security clearance documents with the classification not lower than SECRET UE or NATO Secret for all the personnel involved in the project. In case obtaining of the above requested documents would not be possible before submission of the tender, the declaration of honour clearly stating that the tenderer commit himself to obtain such documents for all his personnel before the signature of the contract, should be provided.
- CVs of project team members (using the template in Annex IV); including a declaration of their reliable availability and commitment for the project work.
- Evidence of the previous use of the proposed system configuration
- Evidence of the compliance of all the systems (aerial platforms, sensors, communication systems and ground data processing facilities) with the equivalent NATO standards detailed in the list of documents contained within Table III.2 of the terms of reference (Annex II)
- Evidence of a facility security clearance at CONFIDENTIEL UE/EU CONFIDENTIAL level for the tenderer. In case obtaining of the above requested documents would not be possible before submission of the tender, the declaration of honour clearly stating that the tenderer commit himself to obtain such documents for all the facilities which will be used for the purpose of the contract, before the signature of the contract, should be provided.
- A list of the principal services corresponding in terms of scope and complexity to the services of the present call for tenders provided in the past years (at last for the past 5 years). Sufficient detail (location, duration, value and scope) should be provided in order to allow the Evaluation Committee to assess that the described project(s) have been subject to a similar scope and technology as the one required for this tendering procedure.
- Any other document which could demonstrate tenderer's technical and professional capacity according to the requirements set in this section;

The technical and professional capacity will be assessed in relation to the combined capacities of all the Consortium members (leader and members and the subcontractors), if any, as a whole.

Only the tenders meeting the requirements of the exclusion and selection criteria will be examined in terms of technical compliance of the tender and price.

17. Evaluation of tenders

The technical offer will be examined in accordance with the technical compliance criteria as detailed in the evaluation grid below.

No	TECHNICAL COMPLIANCE CRITERIA	DETAILS OF THE TECHNICAL COMPLIANCE CRITERIA
1	Digital Data Link – Communication solutions	Service set-up (including performances) to meet the requirements set (in terms of geographical and temporal performance), as outlined in the Terms of Reference (Annex II to the Draft Contract), especially in point 4.2.1
2	Platform and sensor systems	Platform and sensors (including performances) to meet the requirements set; in terms of: <ul style="list-style-type: none"> - platform performances (ability to perform mission and survivability); - functional performances (accuracy level expressed in achievable NIIRS level); - spatial performances (spatial coverage, geolocation accuracy, tracking ability); - temporal performances (responsiveness, freshness of information achievable); - environmental conditions (day and night performances, whether limitations), as outlined in the Terms of Reference (Annex II to the Draft Contract), especially in point 4.1 and point 5.1.
3	Ground station and storage of data	Service set-up (including performances) to meet the requirements set, including imagery analysis tools and analysts' professional skills deployed, as outlined in the Terms of Reference (Annex II to the Draft Contract), especially in point 4.5 and point 5.1.3
4	Maintenance service	Service set-up (maintenance strategy, logistic procedures, manpower) to meet the requirements set and ensure availability of services, as outlined in the Terms of Reference (Annex II to the Draft Contract), especially in point 4.6 and point 4.7
5	Tenderer's organisation - Proposed Project Team	Internal structure/organisation of the team in charge for the contract, support from the contactor (or companies in case of consortium). Management of the internal resources, i.e. organization of the project team, work share between the companies (if required), and project team members, as outlined in the Terms of Reference (Annex II to the Draft Contract), especially in point 4.2.2 and point 6

Technical proposal

The Tenderers shall present evidence that they are capable to deliver a high quality of services, support and deliverables. Tenderers shall also include in their tender all detailed information and documentation to allow the Evaluation Committee to examine all the technical compliance criteria mentioned above.

To do so, tenderers shall include in their tenders, at least the following elements/information:

- a) A thorough description of the communication solutions to be used in the project
- b) A detailed description of the platform and sensor systems which are planned to be used in the project
- c) An extensive description of the ground station and storage of data and the solutions and tools to be used for the data analysis
- d) A detailed description of the maintenance service to be performed under the contract
- e) Indicate clearly the organisation and methodology of the project (Annex III)
- f) Indicate clearly all consortium members and all sub-contractors (where applicable)
- g) A description of key roles and responsibilities of the key experts involved (whose CVs are required under section 16.2).
- h) Any comments on the terms of reference of importance for the successful execution of the contract, in particular its objectives and expected results.

Technical quality threshold

Only tenders fully compliant in all aspects with the requirements and desired outputs outlined in the evaluation grid above and in the Terms of Reference (Annex II to the Draft Contract) will have their financial proposal evaluated.

Financial evaluation

The evaluation will be made on the basis of the price offered in the model financial offer (Annex V) as follows:

Evaluation price = Mobilization costs Basic Period + Provision of AGSR service total price Basic Period + Provision of AGSR service total price Option year I + Provision of AGSR service total price Option year II + Demobilization costs of Option Year II

Any tenderer submitting a financial proposal exceeding the maximum budget mentioned in the Instructions to tenderers will be rejected.

- The financial proposal should be presented in the format found in **Annex V**.
- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract.
- The price quoted is fixed and is subject to **NO revision** for the first three years of the contract (1 basic + 2 option years if exercised).
- Prices must be quoted free of all duties, taxes and other charges (including VAT) as the Contracting Authority is exempt from such charges.

- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

Choice of the selected tender

The contract will be awarded on the basis of full technical compliance with the technical compliance criteria while submitting the lowest price.

18. Opening and evaluation of tenders

- 18.1. The opening of tenders during the opening session is for the purpose of checking whether the tenders are complete, whether the documents have been properly signed and whether the bids are generally in order.
- 18.2. During and after the opening of the tenders, no information relating to the examination and evaluation of tenders, or recommendations concerning the award of the contract can be disclosed.
- 18.3. In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the Evaluation Committee, to provide clarifications within maximum 48 hours. Any such request for clarification will not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.
- 18.4. Any attempt by a tenderer to influence the Opening or/and Evaluation Committee in the process of examination, clarification and evaluation of tenders, to obtain information on how the procedure is progressing or to influence the EDA and/or EUFOR in its decision concerning the award of the contract will result in the immediate rejection of his tender.
- 18.5. All tenders received after the deadline for submission specified in those instructions will be kept by the EDA No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.
- 18.6. Submitted tenders shall be evaluated by the Evaluation Committee.
- 18.7. Examination of the exclusion and selection criteria

The completeness of the tender, including the required documents as outlined in Section 16 of the Instruction to tenderers will be verified at this stage of the evaluation of tenders. The aim at this stage is to check that tenders comply with the exclusion and selection criteria. If a tender does not comply with the exclusion and selection criteria, it will be rejected immediately and will not be checked against the technical criteria.

18.8. Evaluation of the offers

After analysing the tenders deemed to comply with the exclusion and selection criteria, the Evaluation Committee will examine the technical compliance criteria of each tender, confirming or rejecting its compliance with the Terms of Reference (Annex II to the Draft Contract).

The Evaluation Committee will examine in detail all the information supplied by the tenders and will formulate its judgement and award on the basis of full technical compliance with the technical compliance criteria while submitting the lowest price Each technical offer will be examined in accordance with the technical compliance criteria as detailed in the Section 17 of the Instruction to tenderers.

To facilitate the examination and evaluation of tenders, the Evaluation Committee may ask each tenderer individually for clarification of his tender. The request for clarification and the response must be in writing only, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of the financial proposal. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation report.

Financial evaluation

- a. Tenderers found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
 - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b. Amounts corrected in this way will be binding on the tenderers. If the tenderer does not accept them, his bid will be rejected.

19. Signature of the contract and performance guarantee

- 19.1 The successful tenderer will be informed in writing that his tender has been accepted for award. (Notification of award).
- 19.2 The unsuccessful tenderers will be informed in writing that their tenders have not been selected. (Notification letter)
- 19.3 Within 20 days of receipt of the notification of award, the selected tenderer will submit the documents mentioned in the Section 16.1 and 16.2 of the Instructions to tenderers. Before effective contract signature, the successful tenderer will provide the required performance guarantee. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force on 01/01/2015.
- 19.4 If the successful tenderer fails to provide the performance guarantee and other documents mentioned in point 19.3 within 20 days of receipt of notification of award; the Contracting Authority may consider the acceptance of the tender to be revoked and award the contract to the second best tenderer without prejudice to the Contracting Authority's right to forfeit the tender guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- 19.5 The performance guarantee is set at 10% of the contract value covering the mobilization period and the performance of services until 31/12/2015, and must be presented in the form specified in the annex to the tendering dossier. It should remain valid during the contract duration and be extended in case the contract duration is being extended afterwards.

20. Tender Guarantee

The tender guarantee referred to in Section 9.2 above is set at **18 000 EUR** and must be presented in the form specified in Annex XIII of the tendering dossier. It

must remain valid for the period of validity of the tender (90 days after the submission deadline). Tender guarantee provided by the tenderers who have not been selected shall be released and returned. The tender guarantee of the successful tenderer shall be released on the signing of the contract, once the performance guarantee has been submitted.

21. Ethics clauses

- 21.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Opening or/and Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing bids will lead to the rejection of his candidacy or tender and may result in exclusion of participation in further tendering procedure.
- 21.2. When putting forward a tender, the tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
- 21.3. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the contract or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 21.4. For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the representatives of the Contracting Authority and the host state.
- 21.5. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 21.6. The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential and not treated as public documents.
- 21.7. The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 21.8. The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 21.9. The Contracting Authority reserves the right to suspend or cancel the contract if corrupt practices of any kind are discovered at any stage of the award process and contract implementation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

22. Cancellation of the tendering procedure

In the event of a tendering procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tendering procedure is cancelled before the outer

envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tendering procedure has been unsuccessful, namely where no qualitatively or financially worthwhile bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or “force majeure” would render normal performance of the contract impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tendering procedure, even if the Contracting Authority has been advised of the possibility of damages. The invitation to tender does not commit the Contracting Authority to sign nor implement the contract announced.

***B. DRAFT CONTRACT AND SPECIAL
CONDITIONS, INCLUDING ANNEXES***

DRAFT SERVICE CONTRACT

European Union Forces (EUFOR) in Bosnia and Herzegovina, represented by the EUFOR Head Quarter's, Contracting Office, on behalf of Operation Althea ("The Contracting Authority")

on the one part,

and

<Name of Contractor> (acronym) ("the Contractor")

on the other part,

have agreed as follows:

CONTRACT TITLE Airborne Ground Surveillance and Reconnaissance (AGSR) Services

Contract number [Commitment Number,...]

Article 1 Subject

- 1.1** The Contractor shall furnish all labour, materials, parts, equipment and transportation, as necessary, to perform airborne ground surveillance and reconnaissance services in accordance with the Terms of Reference (Annex II).
- 1.2** The Contractor shall comply strictly with the terms of the Contract and Special Conditions and its Annexes.
- 1.3** The place of performance shall be Bosnia and Herzegovina with the operational base located in Sarajevo, the time limits for the service shall be in accordance with the TOR in Annex II. The performance of the services shall start the 1st of January 2015 until the 31st of December 2015, with the possibility to be extended annually until 31st December 2019.

The Contracting Authority shall give a 3 month notice in case the contract would not be extended. Each extension of the contract shall be subject of a contract modification subject to article 20 of the general conditions.

Article 2 Price

- 2.1** The price of the services shall be that shown on the financial offer (Annex V). The total contract price is XXX euros.
- 2.2** The prices referred to in Annex V shall be firm and shall not be subject to revision for the initial period of the contract: 1 basic + 2 option years, if exercised. After these initial three years ,if options are exercised, the prices shall be adjustable in accordance with the calculation method and conditions specified in Article 14 of the Special Conditions.
- 2.3** Payments shall be made in accordance with the General and Special Conditions of this Contract.

Article 3 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the Contract and Special Conditions
- the General Conditions (Annex I)
- the Terms of Reference (Annex II)
- the Contractor's Organisation and Methodology (Annex III)
- the list of Key Experts (Annex IV)
- the Financial Offer (Annex V)
- the Contractor's Tender of [date]
- [the minutes of the information meeting/site visit, if any];
- The provisions of the original bidding dossier.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

Article 4 Communications

All official communication relating to this Contract shall be in written.

Any written communication relating to this Contract between the Contracting Authority and/or the Contracting Officer's Representative, on the one hand, and the Contractor on the other must state the Contract title and contract number, and must be sent by post, fax, e-mail or by hand delivery according to article 4 of the Special Conditions.

Done in English in two originals, one original being for the Contracting Authority and one original being for the Contractor.

For the Contractor

Name:

Position:

Signature:

Date:

For the Contracting Authority

Name:

Position:

Signature:

Date:

[Authorising Officer]

Name

Position

[Financial Controller]

Signature

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions.

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Article 2 Law applicable

- 2.1 Belgian law shall apply in all matters not covered by the provisions of the contract, in case of disputes that cannot be settled between the parties.
- 2.2 The language used shall be English.

Article 4 Communications

[Indicate here the addresses of the Parties, their other coordinates, the contact persons and their respective address. As a minimum should be indicated the Contract Officer/Manager, the Contract Officer Representative (COR) and the Budget and Finance Section for the Contracting Authority and the Contractor's authorized representative and address for the Contractor.]

Article 7 Supply of documents

All reports and instructions during the performance of the contract shall be submitted and approved as stipulated in Annex II of the contract.

An availability report as specified in chapter 4.7 of Annex II and referred to in Article 19 of the special conditions of the contract shall be submitted to the Contract Officer after each 6 month period and after having been certified by the COR.

Article 10 Performance guarantee

The performance guarantee is set at 10% of the maximum contract value covering the mobilization period (if any) and the performance of services until 31/12/2015. The performance guarantee shall be released at the end of the Contract or any extended period thereafter.

Article 11 Insurance

Insurance shall be subscribed by the Contractor pursuant Article 11 of the General Conditions.

Article 12 Performance programme (timetable)

The Contractor shall obtain during the inception period, at no cost to the Contracting Authority all necessary licences and permits required in connection with the performance of the services; and will comply with laws, decrees and regulations of the country of contract performance.

The required security clearances for the contractor's personnel and facilities shall be submitted to the Contracting Authority security officer no later than the day of contract signature.

The contractor shall demonstrate the proper operational functionality of his systems and shall correct any malfunctions before the end of the mobilization period.

Article 14 Sufficiency of contract prices

The prices for the initial (1 Basic + 2 Option Years, if exercised) three years contract should be fixed and no subject to the revision.

After initial (1 Basic + 2 Option Years, if exercised) three years and every following year of the Contract, each price may be revised upwards or downwards if such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed.

This revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) MUICP published for the first time by the Publications Office of the European Union in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>. Revision shall be calculated in accordance with the following formula:

$$Pr = Po (0,2+0,8 I_r/I_o)$$

where:

Pr = revised price;

Po = price in the original tender for Option Year II;
 Io = index for the month corresponding to the final date for submission of tenders;
 Ir = index for the month corresponding to the date of receipt of the letter requesting revision of prices.

Article 15 Tax and customs arrangements

15.5 The Contracting Officer or his representative on behalf of the *Contracting Authority's custom office* shall issue to the Contractor a tax exemption form for all supplies delivered and services/works performed or procured in Bosnia and Herzegovina and subject to the Contract. The tax exemption form shall be issued based on the related invoice, which shall not include any VAT or other tax.

The Contracting Officer or his representative on behalf of the Contracting Authority's custom office or National Public Authority shall issue to the Contractor a custom form for all supplies imported into the country of performance and subject to the Contract.

All customs clearance formalities shall be performed by the Contractor at his own expense. The Contracting Authority shall in no case be responsible for charges of any nature incurred by the Contractor in effecting such clearance or for any customs infraction committed by the Contractor in connection therewith.

The Contractor shall be responsible for compliance with all national import and export custom regulations and formalities.

Article 19 Liquidated damage, availability of services and delays

19.1 The Contracting Authority reserves the right to impose liquidated damages in the event of incomplete delivery of services, as specified below.

Should the availability of AGSR services be lower than the rate indicated in Chapter 4.7 of Annex II of the Contract, the Contracting Authority shall be entitled to impose liquidated damages, in accordance with the relevant availability rate.

The availability rates and associated rates of applicable liquidated damages shall be applied to successive 6-month periods following the entering into force of the Contract, as prescribed in the following chart:

Availability rate (percentage of services requested pursuant to Article 4.7 of Annex II)	Rate of applicable liquidated damages (percentage of value specified in Article 2 of the Service Contract calculated for the 6 month period)
89% or above	0%
88.99% - 87%	1%
86.99% - 85%	2%
84.99%-83%	3%
82,99%-81%	4%
80,99%-78%	5%
Below 78%	10%

The Contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the Contracting Authority within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses incurred due to failure to fulfil obligations which may be reasonably anticipated.

Article 22 Quality of Services

22.2 The services must respect in all aspects the requirements of the terms of reference of the contract and be conform to all professional standards related to the performance of such services.

The contractor shall use all the required labour, materials and assets as to perform the Contract and shall not procure any assets or supplies to be transferred to the Contracting Authority. The Contracting Authority reserves the right to be shown certificates of conformity and quality assurance documents.

Article 24 Payments

24.1 Payments shall be made in euro.

Payments shall be authorised and made by HQ EUFOR Finance Branch located in Camp Butmir, building 225.

Invoices not send or submitted to the budget and finance section shall not be considered for payment and the Contracting Authority will bear no responsibility for lost or misplaced invoices as a consequence of the Contractor's failure to address the invoice pursuant to this Article of the Special and General Conditions.

24.3 A discount of 1% will be applied to the prices specified in Annex V (financial offer) for every payment made within ten (10) days of an invoice received in accordance with article 24 of these special and general conditions.

24.5 The following payment schedule and conditions shall be applicable for this Contract:

- a) An advance payment may be requested, up to the maximum amount stipulated in Annex V, in order to cover the mobilization period if any such period is foreseen by the contract; in addition to the payment request by invoice, a photocopy of the performance guarantee, and a valid original advance payment guarantee in an amount equal to the advance payment request and with a validity equal to the performance time stipulated in Article 12 of the Contract. The advance payment in any circumstances cannot be higher than the amount stipulated as a mobilization costs in the financial offer (Annex V of the contract)
- b) The AGSR services shall be performed in accordance with the Contract. Payments shall be made on **monthly** basis, after the services for a given month have been performed in accordance with the contract. The monthly invoices shall be supported by a written certification delivered by the COR that the services have been delivered in respect of the contract, with a detail of the number of flights hours performed for that given month.
- c) End of the contract demobilization costs may be claimed by the Contractor up to the maximum amount stipulated in Annex V of the contract at the end of the contract validity period in case the contract is not extended and if the termination was not due to the Contractor's default as stipulated in Article 30.1 of the general conditions.

24.6 The prices for the initial (Basic Year + 2 Option Years, if exercised) three years contract should be fixed and no subject to the revision. The prices in case of possible renewals shall be revised in accordance with Article 14 of the Special Conditions.

Article 25 Interim and Final Report

25.1 Reports shall be provided to the HQ EUFOR IAD solely and in accordance with the terms of reference (Annex II of the Contract)

25.2 No reports have to be submitted to the HQ EUFOR Finance and contracting section other than the one specified in Article 24.5b) accompanying the monthly payment request and the 6-monthly availability report as specified under Article 7 of these special conditions.

Article 29 Breach of contract

29.3 Liquidated damages shall be calculated in accordance with Article 19 of the Special Conditions and General Conditions. General damages may be claimed by the Contracting Authority in accordance with Article 19.3 of the General Conditions in case the Contracting Authority has to enter into a contract with a third party following the Contractor's failure to perform the Contract and as such declared in breach of Contract pursuant Article 29 of the General Conditions. Those general damages shall be calculated based on the additional cost of the new contract with a third party and/or extra costs engaged by the Contracting Authority to complete the services by its own means. General damages may be calculated in addition to liquidated damages pursuant Article 19 of the General Conditions.

Article 30 Termination by the Contracting Authority

30.1 The notice for the cases stipulated in Article 30.1 of the general conditions shall be 30 days instead of 7 days.

30.2 The notice for the cases stipulated in Article 30.2 of the general conditions shall be 90 days instead of 7 days.

Article 31 Termination by the Contractor

31.1 The notice for the cases stipulated in Article 31.1 of the general conditions shall be 30 days instead of 14 days.

31.3 The maximum damages eligible for such cases as stipulated under Article 31 shall be the amounts due for every month or part thereof completed and an amount equivalent to 3 months of services except for cases where the termination is invoked following an agreed suspension of the services in accordance with Article 21 of the general conditions.

Article 34 Dispute settlement by litigation

Any dispute between the Parties that may arise during the performance of this contract and cannot be settled amicably between the Parties shall be submitted to the courts of Brussels in Belgium.

ANNEX I – GENERAL CONDITIONS

FOR SERVICE CONTRACTS

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PRELIMINARY PROVISIONS

Article 1 Definitions

- 1.1 The Contracting Authority is as defined in the Contract.
- 1.2 The successful bidder is the bidder selected at the end of a competitive bidding procedure and who becomes the Contractor once signing the Contract.
- 1.3 The Contracting Officer is the person managing the Contract on behalf of the Contracting Authority.
- 1.4 The Contract Officer's Representative (COR) is the person nominated by the Contract Officer to act on behalf of the Contracting Authority as the project officer or project manager.
- 1.5 Days shall be interpreted as calendar days.
- 1.6 Those General Conditions are general contractual provisions setting out the administrative, legal, financial and technical clauses governing the execution of the contract.
- 1.7 The Special Conditions as laid down by the Contracting Authority form an integral part of the Contract and supplement and/or modify the General Conditions. The Special Conditions supersede the General Conditions.
- 1.8 The services are all tasks which the Contractor is required to perform under the Contract. This may include, where foreseen, the provision of training, spare parts, and other such obligations as provided by the Contract.
- 1.9 Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

Article 2 Law and language of the contract

- 2.1 The Special Conditions shall specify the applicable law governing all matters not covered by the contract.
- 2.2 The contract and all written communications between the parties shall be exclusively drafted in English.

Article 3 Order of precedence of contract documents

- 3.1 Save where otherwise provided in the Contract or Special Conditions, the contract is made up of the following documents, in order of precedence:
 - a) the Contract and Special Conditions
 - b) the General Conditions (Annex I)
 - c) the Terms of Reference (Annex II)
 - d) the Contractor's Organisation and Methodology (Annex III)
 - e) the list of Key Experts (Annex IV)
 - f) the Financial Offer (Annex V);
 - g) the minutes of the bidding clarifications and/or site visits
 - h) the provisions of the original bidding documentation.

Contract modifications have the order of precedence of the document they are modifying.

- 3.2. The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

Article 4 Communications

- 4.1 Communications between the Contracting Authority, the Contract Officer and/or the COR on the one hand, and the Contractor on the other, shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the Contracting Authority, the Contracting Officer and/or the COR on the one hand, and the Contractor on the other hand, shall be sent by post, fax transmission, e-mail, or delivered by hand, to the addresses designated by the Parties for that purpose in the Special Conditions. The contract number shall be mentioned in all correspondence.
- 4.2 If the person sending a communication requires acknowledgement of receipt, he shall indicate this in his communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.
- 4.3 Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 4.4 Any document submitted by the Contractor for the Contracting Authority's review and approval shall be categorised by the Contracting Authority as: approved, conditionally approved subject to the incorporation by the Contractor of the Contracting Authority's comments, or not approved for the reasons stated by the Contracting Authority.

Article 5 Assignment

- 5.1 The Contractor may not, without the prior written consent of the Contracting Authority, represented by the Contracting Officer, assign the contract or any part thereof, or any benefit or interest hereunder.
- 5.2 For the purpose of Article 5.1, the approval of an assignment by the Contracting Authority shall not relieve the Contractor of his obligations for the part of the contract already performed or the part not assigned.
- 5.3 If the Contractor has assigned his contract without authorisation, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 29 and 30.

Article 6 Subcontracting

- 6.1 A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of his contract to a third party.
- 6.2 The Contractor shall not subcontract without the prior written authorisation of the Contracting Authority, represented by the Contracting Officer. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting Authority. The Contracting Authority shall notify the Contractor of its decision and stating its reasons if authorisation is withheld.

- 6.3 Subcontractors must satisfy the eligibility criteria applicable for the original award of the contract.
- 6.4 The Contracting Authority recognises no contractual link between itself and the subcontractors.
- 6.5 The Contractor shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor shall not relieve the Contractor of any of his obligations under the contract.
- 6.6 The Contractor shall place the sub-contractor under security obligations no less stringent than those applied to his own contract. The Contractor shall assure and determine that any sub-contractor proposed by him, which involve access to classified information in the Contractor's custody, has been granted the appropriate facility security clearance by the sub-contractor's national authorities, prior being given access to such classified information.
- 6.7 If the Contractor enters into a subcontract without prior written approval, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 29 and 30.

Article 7 Supply of documents

- 7.1 If applicable, after the signing of the contract, the COR shall, where necessary, provide the Contractor, free of charge, with a copy of the drawings or plans needed for the performance of the contract. Upon final acceptance, the Contractor shall return to the COR all such documents.
- 7.2 Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the COR shall not be used or communicated to a third party by the Contractor without the prior consent of the COR.
- 7.3 The COR shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.
- 7.4 The Special Conditions must indicate the procedure used, if necessary, by the Contracting Authority and the COR to approve reports and other documents provided by the Contractor.

Article 8 Assistance with local regulations

- 8.1 The Contractor shall duly notify the Contracting Authority of details of equipment or supplies needed for the performance of the contracted services, so that the Contracting Authority can assist obtaining the requisite permits or import licences. Regulations related to Tax and Customs arrangements are further outlined in Article 15 and the Special Conditions.
- 8.2 The Contracting Authority, represented by the COR shall make every effort to facilitate obtaining the needed identification cards for access to the Contracting Authority's premises. Access shall only be granted to such places where contract performance is foreseen for a duration not exceeding the validity of the Contract. The Contractor shall provide the Contracting Authority, represented by the Contracting Officer, a list of personnel and vehicles for which a requirement to enter the Contracting Authority's premises exist. This list shall be updated until performance completion.

OBLIGATIONS OF THE CONTRACTOR

Article 9 General Obligations

- 9.1** The Contractor shall perform the contract with due care, efficiency and diligence in accordance with the best professional practice. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the performance of the contract.
- 9.2** The Contractor shall comply with administrative orders given by the Contracting Authority, represented by the Contract Officer or his authorized representative. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, on pain of breach of contract, notify the Contract Officer thereof, giving his reasons.
- 9.3** The Contractor shall respect and abide by all laws and regulations in force in the State of contract performance and shall ensure that his personnel, their dependants, and his local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, his employees and their dependants of such laws and regulations. The Contractor shall comply with all security requirements prescribed by the Contracting Authority and the National Security Authority, or designated security agency, where the Contract is performed.
- 9.4** The Contractor shall be responsible for the safeguarding of the Contracting Authority's classified information, material and equipment entrusted to him or generated by him in connection with the performance of the contract. The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority, represented by the Contract Officer. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final. Any known or suspected breaches of security shall be brought to the Contracting Officer's attention immediately.
- 9.5** The Contractor shall indemnify and hold the Contracting Authority, and his representatives, harmless against claim for injury to persons, damages to the Contractor's property or others arising from the Contractor's possession or use of the Contracting Authority's furnished property, including facilities and utilities.
- 9.6** The Contractor shall observe at any time health and safety regulations, applicable at the moment of contract performance and in accordance with laws and regulations of the State of performance and other standards specified in the Contract. If the Contractor fails to observe those obligations, the Contracting Authority represented by the Contracting Officer, may suspend the execution of the Contract until satisfactory corrective action has been taken. Such suspension shall not entitle the Contractor to an adjustment of his contract price resulting from increased costs or to an extension of the performance period.

Article 10 Performance guarantee

- 10.1** The Contractor shall, at the moment of contract signature, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be specified in the Special Conditions. It shall not exceed 10% of the amount of the contract price, including any amounts stipulated in further modifications to the contract.

- 10.2** The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.
- 10.3** The performance guarantee shall be in the format given in Part C of the original bidding dossier and shall be provided in the form of a bank guarantee. It shall be issued by a bank or financial institution from a State in accordance with the eligibility criteria applicable for the original award of the contract.
- 10.4** The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.
- 10.5** The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.
- 10.6** Except for such part as may be specified in the Special Conditions in respect of professional warranty on the services performed, the performance guarantee shall be released within 30 days of the issue of the provisional acceptance of the services.

Article 11 Insurance

- 11.1** An indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the State of contract performance or the amount foreseen by the legislation of the State of origin of the Contractor.
The indemnity insurance shall cover;
- a) the Contractor's liability in respect of sickness or industrial accident affecting its employees, including costs of potential medical repatriation;
 - b) loss of, or damage to, the Contracting Authority's equipment used to perform the Contract;
 - c) civil liability in the event of accidents caused to third parties or to the Contracting Authority and any employee of that Authority arising out of the performance of the Contract;
 - d) accidental death or permanent disability resulting from bodily injury incurred in connection with the Contract.

The Contractor shall furnish proof of the insurance policy without delay whenever to do so by the Contracting Authority.

Further conditions of this insurance policy may be specified in the Special Conditions, which may also specify other types of insurance to be taken out by the Contractor.

- 11.2** For the period of contract implementation, the Contractor shall obtain medical insurance for all his personnel employed or contracted under the Contract. The Contracting Authority shall bear no liability in respect of medical and other social security expenses of the Contractor.
- 11.3** Notwithstanding the Contractor's insurance obligations under Article 11.1 and 11.2, the Contractor shall bear sole liability for, and indemnify the Contracting Authority and his representatives against, any claims by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and

their employees.

Article 12 Performance programme

- 12.1** If the Special Conditions so require, the Contractor shall submit a programme of performance of the contract for the approval of the COR. The programme shall contain at least the following:
- a) any supplement or addendum made to the methodology (Annex III);
 - b) the deadlines for submission and approval of certificates and reports;
 - c) such further details and information as the COR may reasonably require.
- 12.2** The Special Conditions shall specify the time limit within which the programme of performance must be submitted to the COR for approval. They may set time limits within which the Contractor must submit all or part of the detailed drawings, documents and reports. They shall also state the deadline for the Contract Officer's Representative approval or acceptance of the programme of performance, detailed drawings, documents and reports. The approval of the programme by the COR shall not relieve the Contractor of any of his obligations under the contract.
- 12.3** No material alteration to the programme shall be made without the approval of the COR. Such alteration may not involve a price increase.

Article 13 Intellectual and industrial property rights

- 13.1** All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the Contract shall be the sole property of the Contracting Authority, unless otherwise specified. The Contractor shall, upon completion of the services, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.
- 13.2** The Contractor shall not publish articles related to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority.
- 13.3** Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained during the performance of the Contract, shall be the absolute property of the Contracting Authority; which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

Article 14 Sufficiency of contract prices

- 14.1** Subject to any provisions which may be laid down in the Special Conditions, the contract prices shall be firm and fixed, the Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of his financial bid and to have taken account of all that is required for the full and proper performance of the contract and to have included in his rates and prices all costs related to the services to be provided in accordance with the Contract.
- 14.2** Since the Contractor is deemed to have determined his prices on the basis of his own calculations, operations and estimates, he shall, at no additional charge, carry out any work

that is the subject of any part of the services in his bid for which he indicates neither a unit price nor a lump sum. The Contracting Authority shall not bear any costs related to financial guarantees, which the Contractor is required to provide under this Contract.

- 14.3** The Contractor warrants that the prices set forth in this contract are as favourable as those extended to any Government, Agency, Company or Organization for similar services covered by this contract under similar conditions. In the event that the Contractor offers substantially similar services in substance, expertise and quantities, for lower prices than those set forth in this contract prior to its completion; the Contractor shall notify the Contracting Officer and the prices of such services shall be correspondingly reduced by a modification to this contract.

Article 15 Tax and customs arrangements

- 15.1** The services covered by the Contract shall be exempt from all duties and taxes, including VAT. The special conditions shall further specify if any agreements and procedures are in place between the Contracting Authority and the State where the services are performed.
- 15.2** For supplies or parts manufactured locally, and integral part of the scope of the service contract, all internal fiscal charges applicable to their manufacture shall be excluded.
- 15.3** For supplies or parts to be imported to the country of performance, and integral part of the scope of the service contract, all duties and taxes applicable to their importation, including VAT shall be excluded.
- 15.4** Whatever the origin of those parts or supplies specified in Article 15.2 and 15.3, the contract shall be exempt from stamp and registration duties.
- 15.5** The Special Conditions shall outline further procedural requirements, if applicable

COMMENCEMENT OF EXECUTION AND DELAYS

Article 16 Notification to proceed

- 16.1** The Contracting Authority shall fix the date on which performance of the contract is to commence and advise the Contractor thereof either in the notice of award of the contract or by an administrative order issued by the COR. The performance of the contract shall not start before the contract has been signed by both parties.
- 16.2** If no indication of a commencement order has been made in the contract or the notice of award; the performance of the contract shall start the next day of contract signature by both parties.

Article 17 Period of execution of tasks

- 17.1** The period of execution of tasks shall commence on the date fixed in accordance with Article 16 and shall be as stated in the contract, without prejudice to extensions of the period which may be granted under Article 18.
- 17.2** If provision is made for separate periods of performance for separate lots, such periods shall not be aggregated in cases where one Contractor is allocated more than one lot.

Article 18 Extension of the period of execution

- 18.1** The Contractor may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons:
- a) extra or additional services ordered by the Contracting Authority;
 - b) physical obstructions or conditions which may affect the performance of the services, which could not reasonably have been foreseen by a competent contractor;
 - c) administrative orders affecting the date of completion other than those arising from the Contractor's default;
 - d) failure of the Contracting Authority to fulfil its obligations under the contract;
 - e) any suspension of the services which is not due to the Contractor's default;
 - f) force majeure;
 - g) any other causes referred to in these General Conditions which are not due to the Contractor's default.
- 18.2** Within 10 days of realising that a delay might occur, the Contractor shall notify the COR of his intention to make a request for extension of the period of performance to which he considers himself entitled and provide the COR with comprehensive details so that the request can be examined.
- 18.3** The COR shall, by written notice inform the Contract Officer and provide his opinion. The Contract Officer shall, where appropriate, grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension. An approved extension shall result in a Contract modification. The extension of the period of performance shall be contractually valid on the day of signature of the related Contract modification.

Article 19 Delays in execution

- 19.1** If the Contractor does not perform the services within the performance period specified in the Contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation of tasks specified in the Contract and the actual end of the period of implementation of tasks.

- 19.2** The daily rate for liquidated damages is 0.2% of the contract value up to a maximum of 10% of the contract value.
- 19.3** If the Contracting Authority has become entitled to claim at least 10% of the contract value it may, after giving written notice to the Contractor:
- seize the performance guarantee;
 - terminate the contract, in which case the Contractor will have no right to compensation; and
 - enter into a contract with a third party for the completion of the services. The Contractor shall not be paid for this part of the contract. The Contractor shall also be liable for the additional costs and damages caused by his failure.

Article 20 Variations and Modifications

- 20.1** If a variation or modification, falls out of the scope of the Contract, than the COR shall advise the Contracting Officer to order a variation or modification to any part of the services necessary for the proper implementation of the contracted services. Such variations may include additions, omissions, substitutions and changes in quality, quantity, form, character, kind, as well as drawings, methodology, terms of reference or timing of execution of the services. Such variations shall be endorsed by the Contracting Officer, where deemed appropriate, and always be subject of a Contract Modification which shall be signed by the Contracting Authority and the Contractor, before entering in force. The Contractor shall refrain of executing variations before a Contract Modification has been duly approved and signed.
- 20.2** If any such variation causes a price increase or decrease, a change of Key Experts (Annex IV) or a change of the performance time under this Contract; a negotiated adjustment shall be made in the Contract price and/or period of execution of services, and the Contract shall be modified through a Contract modification pursuant Article 20.1.
- 20.3** Prior to issuing a Contract Modification for a variation pursuant Article 20.1 and 20.2, the Contractor shall submit to the COR and Contracting Officer a proposal containing:
- a description of the tasks, if any, to be performed or the measures to be taken and a performance programme;
 - any necessary modifications to the performance programme or to any of the Contractor's obligations under the contract;
 - any adjustment to the contract price in accordance with the rules set out in Article 20.5
- 20.4** Following the receipt of the Contractor's submission referred to in Article 20.3, the COR shall, after due consultation with the Contracting Officer and, where appropriate, the Contractor, decide as soon as possible whether or not the variation should be carried out.
- 20.5** The prices for all variations in accordance with Articles 20.2 and 20.3 shall be ascertained by the COR and subject of a Contract Modification by the Contracting Officer in accordance with the following principles:
- where the task is of similar character and executed under similar conditions to a service priced in the financial offer (Annex V), it shall be valued at such rates and prices contained therein;
 - where the task is not of similar character or is not executed under similar conditions, the rates and prices in the contract shall be used as the basis for valuation in so far as is reasonable; failing that, a fair valuation shall be made by the Contracting Officer;
 - if the nature or amount of any variation relative to the nature or amount of the whole of the contract or to any part thereof is such that, in the opinion of the Contracting

Officer, any rate or price contained in the contract for any item of work is by reason of such variation rendered unreasonable, then the Contracting Officer shall fix such rate or price as he thinks reasonable and proper in the circumstances;

- where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor.

20.6 Failure of the parties to agree to the prices of a variation shall be settled through the procedure foreseen under the Dispute Settlement Articles of these General Conditions. However, settlement through the dispute clauses shall not relieve the Contractor from proceeding with the Contract performance as originally foreseen by the contract, unless a suspension order is issued by the Contracting Officer pursuant Article 21.

20.7 Changes of address or bank account may simply be notified in writing, accompanied by a new Financial Identification Form, by the Contractor to the Contracting Officer.

Article 21 Suspension Order

21.1 The Contracting Officer may, by a suspension order, at any time, instruct the Contractor, by written order to suspend the services or a part thereof.

21.2 The period of suspension shall not exceed 90 days, unless any extension has been agreed between both parties; within this period of 90 days after a stop work order.

21.3 Within the period of 90 days or within any extension period agreed by both parties; the Contracting Officer shall either:

- a) Cancel the suspension order, and allow the contract performance to resume; or
- b) Terminate the contract for the convenience of EUFOR, allowing the contractor to claim the costs for the performed services until the suspension order was issued.

Where the performance of the contract is allowed to be resumed, pursuant article 21.3 a), the Contractor may request an equitable adjustment of the period of performance and the contract will be modified accordingly.

21.4 Where the award procedure or performance of the contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend performance of the contract. Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.

The purpose of suspending the contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, performance of the contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision resulting from an act or an omission that causes or might cause a loss to the EUFOR budget and/or prevent fair competition.

SERVICES AND VERIFICATION

Article 22 Quality of the services

22.1 The services provided must in all respects satisfy the Terms of reference (Annex II) and Methodology (Annex III) laid down in the contract and conform in all respects to the drawings, surveys, professional standards and other requirements in the contract, which must be held at the disposal of the Contracting Authority and the COR for the purposes of identification throughout the period of contract performance.

- 22.2** Any preliminary technical acceptance of maintenance, services, spare parts, documents, reports, drawings or designs stipulated in the Special Conditions should be the subject of a request sent by the Contractor to the COR. Those must be certified by the COR as meeting the requirements for such acceptance prior to the pursuit of the services related to a preliminary acceptance

Article 23 Inspection and information

- 23.1** The Contractor shall provide the COR or any person authorised by the Contracting Authority with any information related to the services as may be requested at any time.
- 23.2** The COR shall be entitled to inspect the progress of the services performed and order rectifications would the services not be performed in accordance with the Contract.

PAYMENTS AND ACCEPTANCE

Article 24 General principles

- 24.1** Payments shall be made in euro or national currency, as specified in the Contract. The Special Conditions shall lay down the administrative or technical conditions governing payments of advance payments, interim and/or final payments made in accordance with the General Conditions. Payments shall be executed based on original invoices which shall contain: the contract number, item(s) description of provided services, quantities, and unit prices exclusive VAT and other tax and duties, and the extended totals. Invoices shall be signed by the Contractor's authorized representative.
- 24.2** Payments due by the Contracting Authority shall be made to the bank account specified on the financial identification form completed by the Contractor. The same form, annexed to the payment request, must be used to report changes of bank account. Each party shall bear its own costs and charges for bank transfers related to any and all payments under this Contract.
- 24.3** Sums due shall be paid within 30 calendar days from the date on which an admissible payment request is registered by the competent department specified in the Special Conditions. The date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met. Payments, with exception of the advance payment, shall be made exclusively for services effectively executed and performed in accordance with the Contract.
- 24.4** The 30-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the invoice does not fulfil the conditions outlined in Article 24.1 or the sum is not due or because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.
- 24.5** The payments shall be made following the payment schedule specified in the Special Conditions. But shall not exceed the following maximum;
- a) A maximum 30% of the contract price after the signing of the contract, against provision of an advance payment bond security guaranteeing repayment in full of the advance payment.
 - b) A maximum 90% of the contract price following provisional acceptance of the services, deducted proportionally by the advance payment if any;
 - c) 10% of the contract price, as payment of the balance outstanding, following final acceptance of the services. However, this payment of 10% may, if the Contractor so

wishes, be made at the same time as the instalment referred to in paragraph 24.5.b if the Contractor provides a security guaranteeing repayment of the full amount of the 10% balance. The security shall be released within 60 days of the final acceptance of the services.

- 24.6** Where only part of the services has been provided, the payment due following partial provisional acceptance shall be calculated on the value of the services which have actually been accepted and the security shall be released accordingly. This article is only applicable if the reason of partial performance is due to the Contracting Authority's request and/or the prices of the services are broken down as such in the financial offer (Annex V).
- 24.7** Unless otherwise stipulated in the Special Conditions, contracts shall be at fixed prices, which shall not be revised.
- 24.8** The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority within 45 days of receiving a request to do so, under the form of a recovery order.
Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties' right to agree on payment in instalments. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

Article 25 Interim and Final Report

- 25.1** The Contractor shall draw up interim progress reports during contract implementation and a final report upon completion of the services. Those reports shall consist of a narrative outline of the services achieved during the related period. The Special Conditions shall specify the frequency of the reports and other requirements, if any.
- 25.2** Pursuant Article 25.1 of the General and Special Conditions all invoices and payment requests referred to in Article 24, shall be accompanied by an interim report and final report for final payment.
- 25.3** Before being submitted as part of the payment request and invoice, the reports shall be verified and approved by the COR, and as such certify that the services have been performed and comply with the Terms of Reference.
- 25.4** For such cases where the Special Conditions do not require reports to be submitted; the Contractor shall in such cases obtain a written statement from the COR, certifying that the services have been performed in accordance with the Terms of reference.

Article 26 Provisional acceptance

- 26.1** Provisional acceptance shall occur when the final report is approved by the COR subject to amendments to be made by the Contractor. The Contracting Authority shall prescribe a period for making the amendments requested.
- 26.2** Where the final report is not approved following provisional acceptance, the dispute settlement procedure shall be automatically invoked.

Article 27 Final acceptance

- 27.1** Final acceptance shall occur when the final report is approved by the Contracting Authority, without any further amendments, observation or rectifications. Or otherwise, where

provisional acceptance pursuant Article 26.1 has taken place, after the amendments have been implemented to the satisfaction of the Contracting Authority and in compliance with the Terms of reference.

Article 28 Quality warranty obligations

- 28.1** The Contractor must provide services to the best professional standards applicable for his profession, and shall rectify after final acceptance, up to one year after final acceptance, any shortcomings or defects as a direct result of the services he has performed.
- 28.2** In order to invoke quality warranty obligations, the Contracting Authority must demonstrate beyond reasonable doubt to the Contractor that shortcomings or defects are a direct result of faulty services provided by the Contractor.

BREACH OF CONTRACT AND TERMINATION

Article 29 Breach of contract

- 29.1** A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.
- 29.2** Where a breach of contract occurs, the injured Party shall be entitled to the following remedies:
- a) damages; and/or
 - b) termination of the contract.
- 29.3** In addition to the above-mentioned measures, damages may be awarded. They may be either:
- a) general damages; or
 - b) liquidated damages.
- The amount and procedures for these damages shall be laid down in the Special Conditions.
- 29.4** Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be executed by deduction from the sums due to the Contractor, from the deposit, or by payment under the guarantee.

Article 30 Termination by the Contracting Authority

- 30.1** The Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract for default in any of the following cases:
- a) the Contractor substantially fails to perform his obligations under this contract;
 - b) the Contractor fails to comply within a reasonable time with a notice given by the COR or contracting Officer requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely performance of the contract;
 - c) the Contractor refuses or neglects to carry out administrative orders given by the COR or Contracting Officer;
 - d) the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;
 - e) the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- f) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- g) the Contractor has been the subject of a judgment for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority's financial interests;
- h) the Contractor, following another procurement procedure or Contract financed by the Contracting Authority, has been declared to be in serious breach of contract for failure to perform its contractual obligations;
- i) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in a modification to the contract;
- j) any other legal disability hindering performance of the contract occurs;
- k) the Contractor fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present contract is not able to abide by his commitments.

30.2 The Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract for convenience of EUFOR. The performance under the Contract may be terminated for convenience by the Contracting Authority in its whole or partly, whenever the Contracting Officer determines that such termination is in the best interest of EUFOR, which includes also when military forces are withdrawn or reduced, or when the concerned Headquarter is being closed. Such termination notice shall define to which extend the performance under the Contract is terminated and the date upon which the termination becomes effective.

30.3 After reception of a notice of termination for default or convenience, the Contractor shall stop performance under the Contract on the date and to the extend specified in the notice of termination. The Contractor shall place no further orders and/or sub-contracts and terminate all orders and sub-contracts for materials, services or facilities, except as may be required for the completion of such portion of works as per contract and not subject of termination.

The Contractor shall settle all liabilities and claims arising out of such termination of orders and sub-contracts, with the approval and endorsement of the Contracting Officer.

The Contractor shall transfer ownership and deliver to the Contracting Authority in the manner, at the times, and to the extend, if any, directed by the Contracting Officer; the fabricated parts, work in process, completed works, and the completed or partially completed plans, drawings and other information, which, if the Contract had been completed, would have been required.

In cases of partial termination, the Contractor shall complete the performance of such part of the contract performance which is not subject to the notice of termination.

30.4 Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the contract. The Contracting Authority may, thereafter, conclude any other contract with a third party on behalf of the Contractor. The Contractor's liability for delay in completion shall immediately cease upon termination without prejudice to any liability there under that may already have occurred.

30.5 The Contracting Officer shall pursuant Article 30 and upon the issue of the notice of termination of the contract, instruct the Contractor to take immediate steps to bring the performance of the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

30.6 In the event of termination, the COR shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the services performed. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract. This report shall be endorsed by the Contracting Officer.

- 30.7** The Contracting Authority shall not be obliged to make any further payments to the Contractor until the services are completed, whereupon the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, of performing the services or shall pay any balance due to the Contractor prior to the termination of the contract.
- 30.8** If the Contracting Authority terminates the contract it shall be entitled to recover from the Contractor any loss it has suffered under the contractual conditions.
- 30.9** This contract shall be automatically terminated if it has given risen to no payment in the two years following its signing.

Article 31 Termination by the Contractor

- 31.1** The Contractor may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority:
- fails to pay the Contractor the amounts due after final acceptance and pursuant Article 24 and 27 of the General Conditions;
 - suspends the performance of the services, or any part thereof, for more than 90 days or any longer period as agreed in accordance with article 21 and for reasons not specified in the contract or not attributable to the Contractor.
- 31.2** Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor.
- 31.3** In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered within the scope of the Contract and the Contract price.

Article 32 Force majeure

- 32.1** Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is the earlier.
- 32.2** For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence. Cases of "force majeure" must be confirmed in writing by the Contract Officer before being applicable.
- 32.3** Notwithstanding the provisions of Articles 19 and 30, the Contractor shall not be liable to forfeiture of his performance guarantee, liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 32.4** If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Officer, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Contracting Officer in writing, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from performing. The Contractor shall not employ such alternative means unless directed to do so by the Contracting Officer.

- 32.5** If the Contractor incurs additional costs in complying with the Contracting officer's directions or using alternative means under Article 32.4, the amount thereof shall be certified by the COR and the Contracting Officer.
- 32.6** If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either Party shall be entitled to serve the other with 30 days' notice to terminate the contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the contract shall be terminated and, the Parties shall be released from further performance of the contract.

DISPUTE SETTLEMENT

Article 33 Amicable dispute settlement

The Parties, represented by the Contractor's authorized representative and the Contracting Officer, shall make every effort to settle amicably any dispute which may arise between them. Once a dispute has arisen, the Parties shall notify each other in writing of their positions on the dispute and any solution which they consider possible. If either Party deems it useful, the Parties shall meet and try and settle the dispute. A Party shall respond to a request for amicable settlement within 30 days of such a request. The maximum period laid down for reaching such a settlement shall be 90 days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a Party fail to respond in time to requests for a settlement, either Party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.

Article 34 Dispute settlement by litigation

If no settlement is reached within 90 days of the start of the amicable dispute-settlement procedure, each Party may seek:

- the ruling from the court in accordance with the law applicable specified in the Special Conditions.

ETHICS CLAUSES

Article 35 Ethics clauses

- 35.1** Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project which is out of the scope of the Contract.
- 35.2** This prohibition also applies to any other contract or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 35.3** When putting forward a candidacy or bid, the candidate or bidder shall declare that he is affected by no potential conflict of interest and has no particular link with other bidders or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.

- 35.4** The Contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 35.5** For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the state where the Contract is performed.
- 35.6** The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 35.7** The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.
- 35.8** The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 35.9** The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 35.10** The Contracting Authority reserves the right to suspend or cancel the Contract if corrupt practices of any kind are discovered at any stage of the award process and/or contract implementation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract and/or implementation of a contract already concluded with the Contracting Authority.
- 35.11** The Contracting Authority reserves the right to suspend or cancel a Contract if unusual commercial expenses are discovered. Unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 35.12** The Contractor undertakes to supply the Contracting Authority and officially appointed auditors, on request with all supporting documents relating to the conditions of the contract's execution. The Contracting Authority or officially appointed auditors may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses. Such demonstrated expenses will allow the Contracting Authority to issue a recovery order for the unusual commercial expenses.
- 35.13** The Contracting Authority reserves the right, upon receipt of reliable evidence which indicates with reasonable certainty that either the Contractor or any of the Contractor's representatives are or have been engaged in smuggling activities in any way related to this Contract to:
- (a) Terminate and cancel the Contract for default;
 - (b) Have any goods related to such smuggling seized and transferred to the competent Authorities for further action;
 - (c) Exclude the Contractor from any other Contracts financed by the Contracting Authority.
- 35.14** The Contractor shall fulfil its obligations in terms of health and social contribution to his employees as foreseen by the national legislation where the Contractor is established.

Article 36 Examination of records and audits

- 36.1** This clause shall be applicable to the subject Contract only, and if;
- (a) the price, or any of the prices to be paid under this service Contract are other than firm fixed prices, or
 - (b) the Contract is terminated by the Contracting Authority and the Contractor submits a termination claim as a result thereof, or
 - (c) a dispute arises between the parties pursuant Article 33 and 34.
- 36.2** Pursuant Article 36.1, the Contractor will allow the Contracting Authority and officially appointed auditors to verify, by examining the documents or by means of on-the-spot checks, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the Contract. These inspections may take place up to 5 years after the final payment.
- 36.3** To this end, the Contractor undertakes to give appropriate access to authorised staff or agents of the Contracting Authority to the sites and locations at which the Contract is carried out, including all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Contractor must inform the Contracting Authority of their precise location.
- 36.4** The Contractor guarantees that the rights of the Contracting Authority to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any sub-contractor.

ANNEX II – TERMS OF REFERENCE

STATEMENT OF WORK

FOR

HQ EUFOR

**AIRBORNE GROUND SURVEILLANCE AND RECONNAISSANCE (AGSR)
SERVICES**

in Bosnia and Herzegovina

BACKGROUND

The European Union Forces (EUFOR) have accepted the responsibility to ensure continued compliance with the Dayton/Paris Agreement and to contribute to a safe and secure environment in Bosnia and Herzegovina (in Serbo-Croatian, Bosna i Hercegovina – “BiH”). As part of this peace keeping responsibility is a need to maintain a constant vigil on any developing situations which could be disruptive to that effort. This requires that air reconnaissance assets be available to assess activities in the operational theatre and that associated surveillance assets are available to be directed against any suspect activities. The objective of EUFOR is to receive timely reporting data so that operational forces can intervene when appropriate to preclude any escalation of a potentially dangerous situation. The EUFOR Area of Operational Responsibility (AOR) is the entire area of Bosnia and Herzegovina (hereafter referred to as BiH) as shown in the following map. Further information on EUFOR’s mission can be found on the Internet at [European Union Force in Bosnia and Herzegovina](#) .



EUFOR has determined that the required Airborne Ground Surveillance and Reconnaissance (AGSR) operational services can be obtained from industry. Therefore, this Statement of Work (SOW) has been released in order to obtain these services as a “Turn-Key” operation. That is, EUFOR does not intend to deploy its own national participant resources or to acquire systems for use by EUFOR but, rather, to acquire the total system and personnel resources of an industrial contractor to obtain, analyze and report the required surveillance and reconnaissance data to in-theatre EUFOR Intelligence. This will require that the selected contractor have appropriate aerial collection platforms, communication systems, ground processing and display systems and associated ancillary equipment to support in-theatre operation. The contractor shall also be able to deploy all necessary operational, maintenance and analysis personnel in theatre to support the required operational tempo and to produce the raw and processed AGSR data to EUFOR. Of particular note, the selected contractor will be required to not only collect data, but to analyze data and prepare reports for EUFOR which include an interpretation of the data. Therefore, personnel proposed shall include those with extensive prior experience in image interpretation.

EUFOR has not specified the type of AGSR system or the design characteristics required of any system to be employed. The contractor shall propose the system resources he considers necessary to support the EUFOR mission objectives. Contractor provided

airborne platforms have been successfully employed in similar surveillance and reconnaissance missions. Contractors shall address in their proposals why their particular approach is deemed to be superior in meeting ops tempo, response, vulnerability and data production, analysis and reporting objectives. EUFOR also requires that the proposed system configuration has been proven in operations similar to those pertaining in the EUFOR BiH theatre of operations. It is unacceptable that the EUFOR BiH theatre be employed as a “test bed” in order to evaluate new systems or collection concepts not previously validated.

STATEMENT OF WORK

1 PURPOSE OF THE CONTRACT

The purpose of this solicitation is to obtain Airborne Ground Surveillance and Reconnaissance (AGSR) Services and logistic support and other related support services described in this Statement of Work (SOW). A list of acronyms used in the SOW, Table III-1, is contained at the end of the SOW.

The primary operating base for Contractor activities will be from Camp Butmir - Sarajevo and the Sarajevo International Airport. HQ EUFOR, JOC and Information Analysis Branch (IAB) are also located at Camp Butmir. The Contractor shall provide analysis of collected data at the IAB analysis center at Camp Butmir. Due to the difficult terrain in BiH, communication relay stations or other means may be necessary in order to transmit the collected data.

The Contractor shall furnish:

Labour	Collection and Analysis Systems	Support Materials and Facilities
• Management and Supervision	• Aerial Platforms	• Tools and consumables
• Administrative Personnel	• Visual and EO/IR Sensors	• Spare Parts and Aviation Fuel
• System Operators	• Communications Systems	• ADP and other Office furniture
• Intelligence Analysts	• Ground Stations	• Office/Clerical Supplies
• Installation Personnel	○ Data Processing	• In-Theatre Transportation
• Maintenance Personnel	○ Data Display & Analysis	• Office Facilities *
• Transportation Personnel	○ Data Storage	• Accommodations *
• Quality Control Personnel		• Meals and Incidentals *
* May be provided by EUFOR within Camp Butmir on a cost-reimbursement basis. See Paragraph 7 of SOW.		

The Contractor-provided Collection and Analysis Systems shall include the following exploitation capabilities, in support of EUFOR operations:

- Imagery analysis workstations (hardware and software) necessary to display, manipulate, process, and analyze digital aerial and spatial imagery;
- Image interpreters trained to the above-mentioned workstations and highly skilled in :
 - Manipulating, processing and analyzing digital aerial and spatial images;
 - Extracting relevant and accurate imagery intelligence.
 - Reporting intelligence according to ATP47 and STANAG 3596.

The Contractor shall manage the total work effort associated with the operations, maintenance, repair, and all other services required herein to ensure fully adequate and timely completion of these services.

2 MOBILISATION

2.1 In-Theatre Implementation.

The Contractor shall have maximum **60** days prior to the start of the AGSR services to mobilize its resources and equipment at the required EUFOR Theatre Operating Location and go through a hand-over/take-over with EUFOR and current contractor in order to be prepared to perform all contract requirements and provide operational AGSR services to HQ EUFOR starting on **01 Jan 2015**.

2.2 Central Operations Office.

The Contractor shall staff and maintain a Central Operations Office, at Camp Butmir, Sarajevo with proper coordination with HQ EUFOR. The Contractor shall provide the necessary levels, quantity and quality of management and administration staff within this office to effectively accomplish the work specified in the Contract. The mission crews will be also based at Camp Butmir, Sarajevo.

3 SECURITY

This contract is an **UNCLASSIFIED** document. However, the contract may make reference to classified documents for which access and/or retention are subject to EU and national security rules and procedures. For the performance of the contract, all Contractor personnel are required to possess a **SECRET UE** or **NATO SECRET** clearance.

4 CONTRACTOR SERVICES TO BE PROVIDED

4.1 Contractor Provided Systems.

The Contractor shall provide all necessary aerial platforms, sensors, communication systems and ground data processing facilities to allow both Reconnaissance and Surveillance missions to be conducted. The primary purpose of reconnaissance missions will be to collect black and white and multispectral photo image data of the BiH AOR for analysis to identify specific suspect areas or activities of concern. While digital image data is the prime objective, this shall not preclude the simultaneous collection of near real-time (NRT) video data. The primary purpose of surveillance missions will be to collect EO/IR video data of on-going suspect activities for analysis in near real-time. For these purposes, collected data shall be handled as follows:

- Reconnaissance images:
 - either stored on board so that analysis can be conducted as soon as the aerial platform is back to its base,
 - or with digital data link to Contractor provided Ground Stations so that analysis can be conducted as soon as images are down linked.
- Surveillance Video (EO/IR) with real time digital data link to Contractor provided Ground Stations so that analysis and reporting can be conducted in near real-time and sensor resources redirected, if necessary.

The Contractor shall provide all management, operational aircrew, imagery analysts and maintenance personnel for all provided systems. All equipment shall remain the property of the Contractor and no payment for system development, modification or delivery of equipment to EUFOR shall be provided for under this contract. All systems shall be compliant with the equivalent NATO standards detailed in the list of documents contained within Table III.2 (at the end of the SOW).

4.2 Levels of AGSR Operational Support.

The Contractor shall station sufficient Airborne Platforms, Sensors and Exploitation Systems in the operational theatre to provide the following levels of AGSR support:

4.2.1 Operational Tempo and Response.

Missions will normally be ordered by an Air Tasking Order (ATO) provided by the Theatre Air Operations Cell (TAOC) prior to the start of each 24-hour period. The Contractor shall be prepared under normal operational conditions to commence any reconnaissance mission at the time designated in the ATO. Under EUFOR tactical operational situations of

high alert, which can be expressed or declared in EUFOR HQ without any formal notification, the Contractor shall be prepared to commence a high response surveillance mission within 24 hours after declaration of the high alert condition. A high response mission shall require start of a surveillance mission within 1 hour of receipt of the tasking and be able to provide data output to HQ EUFOR from anywhere in BiH within 3 hours from tasking. The Contractor shall be prepared to perform 6 hours of AGSR mission within any 24-hour period.

In times of crisis EUFOR may require the service for up to 12 hours within a 24 hour period. The contractor shall be prepared to provide an additional crew to be operational in theatre within 96 hours after request at additional costs, not included in the fixed price. The contractor should present a price proposal for this service.

A single Aerial Platform and Sensor shall be able to undertake missions of the following types:

- Reconnaissance of designated locations of interest, upon a minimum of 3 hours notice, at any time of the day anywhere within BiH from a standoff distance that will minimize the detection of the aerial platform and maximize survivability within a hazardous operating environment.
- Surveillance of either a designated location of interest or a moving target for a maximum duration of 6 hours anywhere within BiH, upon a minimum of 3 hours notice, at any time during a 24-hour period from a standoff distance that will minimize the detection of the aerial platform and maximize survivability within a hazardous operating environment. Under tactical operational situations of high alert to EUFOR the Contractor shall be prepared to commence a single surveillance mission within 1 hour of receipt of the tasking.

The Contractor may, at his option and at no additional cost to EUFOR, maintain additional backup sensor resources outside the theatre if he considers it necessary to meet maintenance or operational crew rotation requirements. Replacement of in-theatre resources shall in no way impact the ability of the Contractor to meet AGSR mission requirements.

Delays in delivery of requested data within the scheduled time shall result in imposition of liquidated damages as specified in Article 19.1 of the Special Conditions of the Contract.

4.2.2 Contractor Staff Responsibilities.

Contractor staff shall be fully qualified, having prior experience, in order to:

- Prepare, launch and monitor the above-mentioned types of missions given to the aerial asset.
- Receive, process and interpret all incoming images provided either through real time digital data link for surveillance missions or downloaded from the aerial asset back to its base after a reconnaissance mission.
 - For a surveillance mission, near real time oral analysis and reporting and video (EO/IR) shall be provided to EUFOR HQ JOC.
 - For a reconnaissance mission, an initial written analysis report about the designated location of interest shall be provided to the EUFOR/IAD
- Store and disseminate all collected raw data in the NATO intelligence toolbox.
- Provide complementary analysis reports based on previous missions stored data if required by EUFOR/IAB.

- Use any additional space imagery or geospatial product provided by the EU Satellite Centre or from local EUFOR/IAD archives as complementary information for interpretation of the collected data.

During a surveillance mission, EUFOR/IAB shall have the authority to issue near real time requests such as pointing the sensors on selected areas or objects of interest.

4.3. Flight Hours.

The Contractor shall provide sufficient resources for the availability of maximum 500 hours per year (average of 41.6 base hours per month) for EUFOR reconnaissance and surveillance missions. Any training or maintenance flights on the initiative of the Contractor are not included in this amount and cannot be invoiced to EUFOR. After each operational mission, the Contractor's staff shall update EUFOR/IAB on the cumulative number of flight hours executed for the month. EUFOR may execute its hourly availability during any portion of the contract period limited to a maximum of 150 hours in any 30 consecutive day period while satisfying the mandatory 100 hour aircraft inspection that requires 48 hours of consecutive down time. EUFOR may execute its hourly availability 24/7, limited to the established crew rest regulations. Beyond these base hours, any additionally required mission hours shall be authorized, conducted and reimbursed on a per-hour basis only on the written direction of the HQ EUFOR/IAB and certified by the HQ EUFOR Contract Officer and Budget Officer.

4.4 Flight Services

In providing the required level of services, the Contractor shall be fully responsible for operation of the AGSR sensors and any associated platforms, including pre-flight checks and crew briefing, piloting of the airborne platform and post-flight debriefing and reporting to the appropriate EUFOR authorities. The Contractor is, in particular, responsible for the air security.

4.5 AGSR Data Collection & Storage

The Contractor shall provide

- digital video (EO/IR) sensors and associated Ground Station for imagery downlink for surveillance tasks,
- digital image (Photographic) sensors for reconnaissance tasks.

The operator shall be responsible for sensor tasking, data collection and data transmission in accordance with the mission ATO and real-time tasking from the ground-based EUFOR/IAB. In co-ordination with the EUFOR IAB Collation Manager all collected data shall be stored in such a way that it is possible to quickly and efficiently access data by lat/long (point or polygon), location name or date of mission. Data shall be backed-up after every mission in order to increase survivability of information. The contractor is encouraged to establish an image product library (IPL) to allow data to be easily accessed, cross-researched and analysed. Without further notice, all collected data shall be handled as **CONFIDENTIAL UE**. Upon EUFOR/IAB request, some data may be classified up to SECRET UE.

4.6 Maintenance Services

The contractor shall provide for maintenance of the sensors and the platforms and associated on-board and ground-based systems to include all required maintenance personnel, tools, test equipment, manuals and spare parts.

4.7 Availability of Services

The Contractor shall assure that all system and personnel resources are available at no less than 90% of scheduled AGSR Missions. This availability rate shall take into account any missions cancelled or aborted during execution due to Contractor fault. It shall not apply to missions cancelled or aborted by direction of EUFOR or due to severe weather conditions confirmed by EUFOR.

NOTE: Availability shall be based upon accomplishment of scheduled *missions* and not on the number of scheduled AGSR *hours*. The contractor shall provide availability reports for every six-months period. Failure to meet 90% availability in a six-month period shall result in imposition of liquidated damages as specified in Article 19.1 of the Special Conditions of the Contract.

5. AGSR SYSTEMS FUNCTIONAL REQUIREMENTS

According to the mission (reconnaissance or surveillance), the AGSR system shall consist of the functional elements as shown respectively in Figure III.1 and Figure III.2 and described in the following sections. However, the contractor is not precluded from offering a specific system configuration as long as the mission objectives of the AGSR program are satisfied. Of importance to EUFOR is the output at the ground station, which allows analysis to be undertaken; details of the required output are provided below, against each of the SOW items.

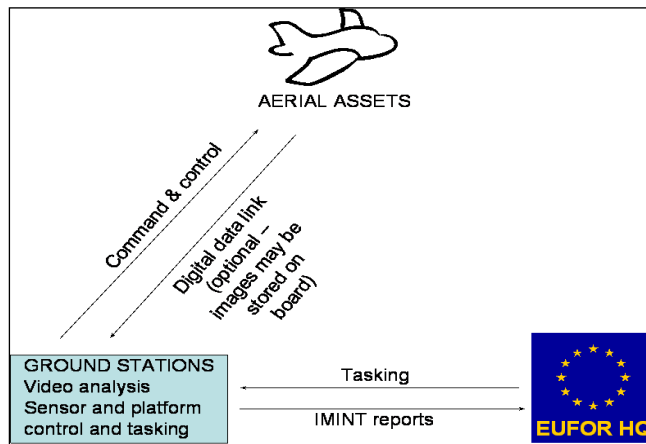


Figure III.1 Reconnaissance mission functional block diagram for EUFOR AGSR

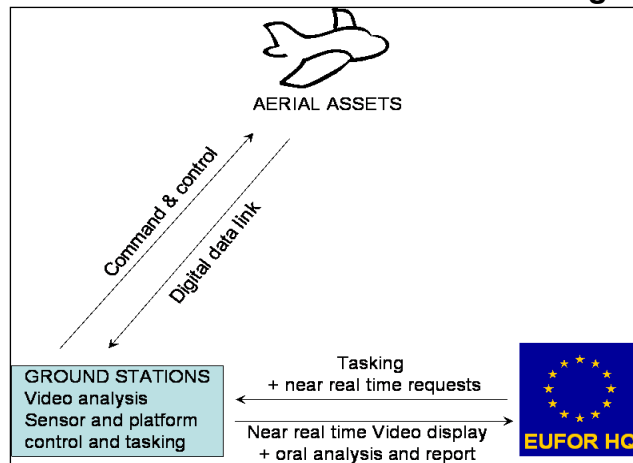


Figure III.2 Surveillance mission functional block diagram for EUFOR AGSR

5.1 System requirements.

5.1.1 Tasking.

Reconnaissance tasking will be provided to the contractor from IAB by an RFI or by the ATO for each 24 hour period in accordance with procedures described in ATP 47. The Contractor shall be expected to prepare for the mission within three hours of the scheduled mission start time. The extent of the coverage required is within and including the territorial borders of BiH.

Surveillance tasking normally will be provided to the contractor at least 3 hours before mission start either in accordance with ATP-47 or by the current tasking mechanism in HQ EUFOR. In high alert conditions, verbally a minimum of 1 hour before requested take off time. The extent of the coverage required is within and including the territorial borders of BiH.

5.1.2 Platform & Sensor systems - Collection requirements.

a) Platform and sensors shall allow data acquisition anywhere within BiH at any time during a 24-hour period from a standoff distance that will minimize the detection of the aerial platform and maximize survivability:

- Reconnaissance Sensors – shall allow acquisition of images of multiple designated locations of interest with images of the first designated location within 1 hour after take-off.
- Surveillance Sensors - shall allow surveying of either a designated location of interest or a moving target for a maximum duration of 6 hours.

b) Sensors shall be able to acquire images in the day and night time, under adverse weather and visibility conditions. Surveillance sensors shall be able to track moving targets in the day and night time, in good visibility conditions (superior to 5 km).

c) Sensors shall be able to provide accurate determination of absolute target location with accuracy of $\pm 50\text{m}$, using Universal Transverse Mercator WGS 84 coordinates.

d) Viewing direction of the sensor shall be independent of the aspect and direction of the platform. The platform/mounting interface should be such that a target that is being tracked can be kept in view whilst the platform is flying within normal parameters.

e) Sensors shall provide both images and video (EO/IR) output allowing the image interpreter to detect, recognize and identify human sized targets in the day and night time. In other words, sensors shall provide imagery with a rating of 7 or better with regards to EO and IR NATO Image Interpretability Rating Scales (NIIRS, for further details, see STANAG 3796: Minimum resolved object sizes and scales for imagery interpretation). Reconnaissance image minimum footprint shall be 2km x 2km. Surveillance EO/IR sensors shall be able to provide wide and narrow viewing.

f) Sensors and platforms shall be able to survive within a hazardous operating environment: Fire from small calibre weapons. A more detailed threat assessment will be provided to the successful contractor. Sensors and platforms shall be capable of operation in temperatures of -40 +49 degrees Celsius.

g) Sensors shall be able to maintain an air-to-ground real/near real time (NRT) digital data link to the Contractor's provided Ground Station (GS) from anywhere within BiH.

- h)** The Digital Data Link shall have operational line-of-sight to the Central Control Station or a repeater able to communicate with the Central Control Station.
- i)** Image data shall be either transmitted from the Airborne Platform via a secure (commercial encryption) near real-time downlink to the Ground Station or downloaded when the aerial asset is back at its base. Video data shall be downlinked to the Ground Station in NRT via a secure means (commercial encryption).
- j)** Image files shall include the following metadata: positional data of platform in latitude and longitude (UTM WGS 84) and altitude at acquisition time; acquisition time in hours, minutes, and seconds, viewing direction, and any other information linked to the sensor technology necessary to correctly analyse the images.
- k)** Video (EO/IR) sensor and platforms metadata shall be downlinked to the Ground Station in NRT via a secure (commercial encryption). It shall include positional data of platform in latitude and longitude (UTM WGS 84) and altitude; platform heading, date and time in hours, minutes, and seconds, viewing direction, and any other information linked to the sensor technology necessary to correctly analyse the images.
- l)** The air platform should have capacity to accommodate at least one observer designated by EUFOR, in addition to the normal flight crew.
- m)** The air platform must be equipped with an UHF radio to cover the secure military 225-400MHz band. The addition of two handheld radios to be used by EUFOR personnel on the ground, enabling secure communications with aircraft is also necessary.

5.1.3. Ground Station - Output requirements.

- a)** The Contractor shall provide a ground station for the receipt, processing, display, recording and dissemination of down-linked AGSR mission data. The Ground Station shall be sufficient to meet the requirements of EUFOR.
- b)** The Ground station can be mobile or fixed. If needed in order to meet the AGSR requirements, ground stations shall be re-deployable using only the Contractor's means.
- c)** If required, an operator at the ground station can direct the operation of the platforms/sensors.
- d)** The Ground Station shall be staffed with qualified imagery analysis personnel to exploit data within the GS at all locations. Image analysts shall be highly skilled in:
- Manipulating, processing and analysing digital aerial and spatial images,
 - Extracting relevant and accurate imagery intelligence.
 - Reporting intelligence according to ATP47 and STANAG 3596.

Each staff member shall be cleared to **SECRET UE** or **NATO SECRET**.

- e)** For reconnaissance image data, initial written analysis report about the designated location of interest shall be provided to the EUFOR IAB
- no later than 45 minutes after the landing of the platform if images are stored on board
 - no later than 45 minutes after images have been down-linked if images are transferred through digital data link
- f)** NRT sensor video along with imagery analyst's oral analysis and reports shall be transmitted by the ground station in NTSC/PAL video format at EUFOR HQ JOC.

- g)** The Ground Station shall be able to store all collected data so that it can be easily accessed and manipulated by EUFOR analysts.
- h)** The Ground Station shall include an imagery workstation for viewing, manipulating, exploiting and storing still imagery. The viewing screen shall allow images to be viewed at the equivalent of NIIRS 7 or better.
- i)** The Ground Station shall include a removable digital video data-recording device for the recording of operator-selected data.
- j)** A secure (commercial encryption) voice communications system provided by the Contractor shall support two-way communication between the sensor operator and the EUFOR IAB for the purpose of mission reporting and tasking of the video (EO/IR) sensor on selected targets.
- k)** The ground station shall have the capability to output to the following media devices: 3.5" floppy disk, CD, USB and DVD in order that data can be easily transferred to the NATO Intelligence Toolbox by EUFOR IAB staff for further analysis, onward transmission and inputs to briefings.

6 CONTRACT MANAGEMENT

The Contractor shall manage the total work effort to include, but not limited to, managing, planning, scheduling, accounting, report preparation, establishing and maintaining records and inventories, warranty enforcement, and quality control.

6.1 Company Organisation.

The Contractor shall maintain corporate control and oversight of the in-country AGSR Project staff and their activities. The Contractor shall establish clear lines of reporting and the definition of responsibilities and authority of corporate staff as related to the project staff. The Contractor shall identify those company officials authorized to negotiate and sign contracts as well as whom EU/EUFOR should contact on matters not within the purview of the AGSR Project Manager. The Contractor shall identify his corporate quality assurance organization and plan and define how this will relate to AGSR project operational and maintenance activities.

6.2 AGSR Project Organisation.

The Contractor shall provide an organization chart identifying all personnel and their responsibilities on the AGSR Project. The Contractor shall designate one individual as the AGSR Project Manger. The AGSR Project Manager shall have proven experience in the management of field operations for AGSR data collection, and shall be the primary point of contact to HQ EUFOR IAB technical and HQ EUFOR Contract Officer. Personal education, qualifications, certifications and experience information shall be provided on all members of the AGSR Project staff to qualify them for their assignments. Pilots shall have proven experience and certifications for operating the proposed airborne platform in missions equivalent to the required EUFOR AGSR mission environment. Maintenance personnel shall have prior experience and related certifications for the maintenance of the proposed aircraft, on-board systems and ground stations. Personnel responsible for the tasking, collection, transmission and recording of AGSR mission data shall have prior proven experience with the collection of tactical EO/IR data utilizing the proposed systems.

6.3 Project Planning and Scheduling.

The AGSR Project Manager shall establish project methods and procedures for the planning and scheduling of project equipment and personnel resources in response to

EUFOR IAB tasking. He/She shall establish policies for providing EUFOR with timely information on any events or problems that could have a future impact on scheduled mission tasks.

6.4 Project Financial Planning and Control.

The Contractor shall maintain records of mission hours conducted in order to substantiate and support monthly contract invoices. Appropriate HQ EUFOR IAB personnel must validate the records for each mission.

6.5 Records Management.

The Contractor shall establish procedures and controls for the management, retention, duplication and distribution of all collected mission data within the EUFOR system which can then be transferred as necessary by IAB to the NATO Intelligence Toolbox.

6.6 Data Items.

The Contractor shall prepare and submit to EU, or maintain for EU examination, the Data Items specified by the Contract Data Requirements List (CDRL), Attachment A, as summarized in the following paragraphs.

6.6.1 Mission Planning Manual (CDRL 01)

The Contractor shall prepare a Mission Planning Manual which includes, but is not limited to, the following information for planning and preparation of AGSR missions:

- Objectives of the mission planning process
- Responsibilities of Contractor and EU personnel
- Time line and activities for planning of missions
- Format and content of the Air Tasking Order (ATO)
- Procedures for mission modification and re-tasking
- In-flight ad hoc mission re-tasking procedures and responsibilities

6.6.2 Crew Schedule (CDRL 02)

The Contractor shall maintain a daily crew schedule for all planned AGSR missions or other contract activities

6.6.3 Flight Log (CDRL 03)

The Contractor shall maintain a Flight Log for each airborne platform in which mission information and flight hours are recorded.

6.6.4 Mission Checklist Procedures (CDRL 04)

The Contractor shall prepare Mission Checklist Procedures for preparation of the airborne platform and associated systems and briefing of crew prior to the conduct of each mission. The procedures shall include the requisite forms to confirm that all items have been completed prior to mission start.

6.6.5 Mission Equipment Maintenance Log (CDRL 05)

The Contractor shall maintain a log of all airborne platform, ground station and other system equipment maintenance activities. The log shall indicate the nature of the maintenance activity and the actions taken. The log shall note any currently open maintenance activities that are not flight or mission critical and the date by which they are expected to be resolved.

6.6.6 Flight Report (CDRL 06)

The Contractor shall prepare a flight report detailing the mission activities completed. The report shall reference the applicable ATOs and specify the degree to which directed mission objectives were achieved. The report shall also detail all re-tasking actions that were taken during the conduct of the mission.

6.6.7 In-Flight AGSR Mission Log (CDRL 07)

The Contractor shall maintain a log in which are entered all actions taken by the on-board sensor operation in tasking the sensor or transmitting sensor data to the Ground Station. The log shall include the time, location, objective, and resources employed for each tasking activity.

6.6.8 Data Recording and Retention Procedures (CDRL 08)

The Contractor shall prepare procedures, in Contractor format, for recording and retention of AGSR mission data. The procedures shall define the physical means of recording, filtering procedures, annotation of data, and storing and access control of sensitive data. The procedures shall identify those organizations and individuals having access to both raw and processed mission data.

6.6.9 Flight Record (CDRL 09)

The Contractor shall maintain a Flight Record of all flights flown and the number of contractual hours completed. Contractual hours allowed shall be those performed under the control of EUFOR IAD in a mission authorized by an ATO, by in-flight re-tasking by the IAB, or by other specific authorization of the TRCO. Hours for cancelled ATOs or for missions not completed due to Contractor actions shall not be included.

6.6.10 Intelligence Data Analysis Report (CDRL 10)

The Contractor Image Analyst shall utilize the Ground Station to analyse the collected video surveillance data and report the results of the analysis to the EUFOR IAB.

7. HQ EUFOR PROVIDED PROPERTY AND SERVICES

HQ EUFOR shall provide the contractor with the following property and services:

7.1 Airborne Platform Support.

HQ EUFOR shall provide free of charge an aviation hangar located at the Sarajevo International Airport.

The hangar is of steel construction and has the following specifications:

- 60m (3 sections of 20m) length, 18m width, 9.4m height.
- 3 folding doors of 18m width and 5.5m height.
- The maximum folding doors clearance is 5.50 meter.

The hangar is connected to the take off/landing area and has all utilities available.

The utility costs such as electricity, water and sewage, heating costs, guarding and other ancillary costs will be at charge of the Contractor and deemed to be included in the Contract price.

7.2 Communications Support.

Consistent with the BERLIN PLUS arrangements between NATO and the EU, the HQ EUFOR shall provide secure telephone lines up to CONFIDENTIAL UE, voice and

facsimile services. The contractor is responsible for Internet services and communication infrastructure required for AGSR data transfer and storage.

7.3 Housing.

Accommodation and office space can be provided for the contractor's personnel within the limits of Camp Butmir and shall then be billed to the contractor. If the security situation in theatre permits, the use of civilian facilities may also be possible. HQ EUFOR will bear whatsoever no responsibility to identify, contract and manage such facilities outside the premises of the HQ EUFOR Camp Butmir.

7.4 Meals and Incidental Support.

EUFOR can provide meals and incidental support, such as laundry services, to the Contractor within Camp Butmir. These costs shall then be billed by HQ EUFOR to the Contractor.

7.5 Security

The contractor shall be responsible for the provision of physical security for all contractor-owned equipment not located within HQ EUFOR Camp Butmir controlled security areas. The hangar is not located within Camp Butmir, as such the Contractor shall be responsible and shall bear the costs related to the guarding and security arrangements that exist at the Sarajevo International Airport.

The contractor shall be responsible for providing physical security for the protection of the AGSR assets that are deployed and/or installed beyond the limits of Camp Butmir, such as, but not limited to relays and communication equipment deployed on mountains.

8. CONTRACTOR FURNISHED ITEMS AND SERVICES

Except for those items or services specifically stated to be EUFOR provided in paragraph 7, the contractor shall furnish everything required to perform the contract.

Table III-1. Acronyms used in the Statement of Work

AGSR	Airborne Ground Surveillance and Reconnaissance
AOC	Air Operation Coordinator
AOR	Area of Operational Responsibility
APOD	Air Port of Debarkation
ATO	Air Tasking Order
BiH	Bosna i Hercegovina
CDRL	Contract Data Requirements List
CLIN	Contract Line Item Number
EO	Electro-Optical
EUFOR	European Union Force
FSO	Facility Security Officer
HACO	Head Administrative Contracting Officer
IAB	Information Analysis Branch
ICAO	International Civil Aviation Organization
IMINT	Imagery Intelligence
IR	Infrared
JOC	Joint Operations Center
MANPADS	Man-portable air defence system
NIIRS	National Image Interpretability Rating Scale
NRT	Near Real Time
TAOC	Theatre Air Operations Cell
TRCO	Technical Representative of the Contracting Officer

Table III-2. List of Required Documents for Data Collection, Storage and Exploitation

Ser	Document	Subject
1.	AAP-6	NATO Glossary of Terms and Definitions
2.	AC 224 (AG/4)D-67	NATO Secondary Imagery Format (NSIF) Compliance & Interoperability T&E Prog
3.	ATP-47	Handbook for air reconnaissance tasking and reporting
4.	STANAG 3205 Ed: 3	Points designation template for air imagery
5.	STANAG 3277 AR ED 7	Air Reconnaissance Request/Task Format 17 MAR 1997
6.	STANAG 3377 AR	Air reconnaissance intelligence report forms
7.	STANAG 3768	Guide to Security Classification of Air Reconnaissance Imagery
8.	STANAG 3769	Minimum resolved object sizes and scales for imagery interpretation
9.	STANAG 4278 C3	Method of expressing navigation accuracy
10.	STANAG 4545	NATO Secondary Imagery Format (NSIF). NSIF Approved Support Data Extension
11.	STANAG 3596	Air reconnaissance Requesting and Reporting Guide

Attachment A

Contract Data Requirements List

The Contractor shall produce and deliver the following data as required by the Contract Data Requirements List (CDRL) on the following pages

CDRL No.	Title
01	Mission Planning Manual
02	Crew Schedule
03	Flight Log
04	Mission Checklist Procedures
05	Mission Equipment Maintenance Log
06	Flight Report
07	In-Flight AGSR Mission Log
08	Data Recording and Retention Procedures
09	Flight Record
10	Intelligence Data Analysis Report

CONTRACT DATA REQUIREMENTS LIST						EUFOR		
A. CONTRACT LINE ITEM NO. 3		B. SYSTEM EUFOR AGSR		C. CONTRACT/PR NO.		D. CONTRACTOR		
1. DATA ITEM NO. 01		2. TITLE OF DATA ITEM Mission Planning Manual			3. SUBTITLE			
4. AUTHORITY see Block 10		5. CONTRACT REFERENCE SOW para 6.6.1	6. REQUIRING OFFICE EUFOR IAD		SUBMITTAL DATA			
10. REMARKS Block 4: Prepare in Contractor Format The Mission Planning Manual shall include, but is not limited to, the following information for planning and preparation of AGSR missions: <ul style="list-style-type: none"> • Objectives of the mission planning process • Responsibilities of the Contractor and EUFOR personnel • Time line and activities for planning of missions • Format and content of the Air Tasking Order (ATO) • Procedures for mission modification and re-tasking • In-flight and ad-hoc re-tasking procedures and responsibilities Block 8: DACA= days after contract award.		7. FREQUENCY 1, UPDATE A/R	8. DATE OF FIRST SUBMITTAL 30 DACA		9. DISTRIBUTION			
		a. ADDRESSEE	b. COPIES					
			DRAFT	FINAL				
		EUFOR IAD	1	1				
		EUFOR CJ8		1				
		TRCO	1	1				
11. TOTAL	2	3						
1. DATA ITEM NO. 02		2. TITLE OF DATA ITEM Crew Schedule			3. SUBTITLE			
4. AUTHORITY see Block 10		5. CONTRACT REFERENCE SOW para 6.6.2	6. REQUIRING OFFICE EUFOR IAD		SUBMITTAL DATA			
10. REMARKS Block 4: Prepare in Contractor Format Blocks 7 & 8: The Contractor shall maintain a daily crew schedule for all planned AGSR missions or other contract activities. The crew schedule shall be issued weekly one week in advance of planned missions, and modified as necessary each day to reflect new information. Block 9: The Crew Schedule shall be available at the Contractor's Operations center for EUFOR review.		7. FREQUENCY see Block 10	8. DATE OF FIRST SUBMITTAL see Block 10		9. DISTRIBUTION			
		a. ADDRESSEE	b. COPIES					
			DRAFT	FINAL				
		see Block 10						
11. TOTAL	0	0						
1. DATA ITEM NO. 03		2. TITLE OF DATA ITEM Flight Log			3. SUBTITLE			
4. AUTHORITY see Block 10		5. CONTRACT REFERENCE SOW para 6.6.3	6. REQUIRING OFFICE EUFOR IAD		SUBMITTAL DATA			
10. REMARKS Block 4: Prepare in Contractor format. The Contractor shall maintain a Flight Log for each airborne platform in which mission information and flight hours are recorded. Blocks 7 & 8: Data shall be entered in the flight log at the beginning of the mission, significant events entered during the flight, and completed at the conclusion of the flight. Times shall be entered for all significant events. Block 9: The Flight Logs shall be available at the Contractor's Operations Center for EUFOR inspection. Copies of specific entries shall be provided upon request by EUFOR.		7. FREQUENCY see Block 10	8. DATE OF FIRST SUBMITTAL see Block 10		9. DISTRIBUTION			
		a. ADDRESSEE	b. COPIES					
			DRAFT	FINAL				
		see Block 10						
11. TOTAL	0	0						

A. CONTRACT LINE ITEM NO.		B. SYSTEM		C. CONTRACT/PR NO.		D. CONTRACTOR					
3		EUFOR AGSR									
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE							
04	Mission Checklist Procedures										
4. AUTHORITY	5. CONTRACT REFERENCE	6. REQUIRING OFFICE		SUBMITTAL DATA							
see Block 10	SOW para 6.6.4	EUFOR IAD		7. FREQUENCY	8. DATE OF FIRST SUBMITTAL						
10. REMARKS Block 4: Prepare in Contractor Format. The Contractor shall prepare Mission Checklist Procedures for preparation of the aircraft and associated systems and the briefing of the crew prior to the conduct of each mission. The procedures shall include the requisite forms to confirm that all items have been completed before mission start. Blocks 7 & 8: Complete checklist prior to the start of each mission. Block 9: The Mission Checklist Procedures and completed checklists shall be maintained at the Contractor's Operations Center and shall be available for EUFOR inspection. Copies checklists shall be provided upon request by EUFOR.				see Block 10	see Block 10						
				9. DISTRIBUTION							
				a. ADDRESSEE		b. COPIES					
						DRAFT	FINAL				
				see Block 10							
						11. TOTAL	0			0	
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE							
05	Mission Equipment Maintenance Log										
4. AUTHORITY	5. CONTRACT REFERENCE	6. REQUIRING OFFICE		SUBMITTAL DATA							
see Block 10	SOW para 6.6.5	EUFOR IAD		7. FREQUENCY	8. DATE OF FIRST SUBMITTAL						
10. REMARKS Block 4: Prepare in Contractor Format. The Mission Equipment Maintenance Log shall be a record of all airborne platform, ground station and other system equipment scheduled maintenance and failures requiring maintenance actions. The log shall indicate the nature of the maintenance activity and the repair and test actions taken. The log shall note any currently open maintenance activities which are not flight or mission critical and the date by which they are expected to be resolved. Blocks 7 & 8: Complete as required to record maintenance actions.. Block 9: The Mission Equipment Maintenance Log shall be maintained at the Contractor's Operations Center and shall be available for EUFOR inspection. Copies of specific entries shall be provided upon request by EUFOR.				see Block 10	see Block 10						
				9. DISTRIBUTION							
				a. ADDRESSEE		b. COPIES					
						DRAFT	FINAL				
				see Block 10							
						11. TOTAL	0			0	
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE							
06	Flight Report										
4. AUTHORITY	5. CONTRACT REFERENCE	6. REQUIRING OFFICE		SUBMITTAL DATA							
see Block 10	SOW para 6.6.6	EUFOR IAD		7. FREQUENCY	8. DATE OF FIRST SUBMITTAL						
10. REMARKS Block 4: Prepare in Contractor format. The Flight Report shall incorporate pertinent information from the Flight Log (CDRL A003) and the In-flight AGSR Mission Log (CDRL A007) and additional information, as necessary, pertaining to mission activities. The report shall: <ul style="list-style-type: none"> • summarize the significant mission events • reference ATOs and degree to which directed objectives were achieved. • detail all retasking actions that were taken during the conduct of the mission • include any recommendations for future missions Blocks 7 & 8: For reconnaissance missions, a preliminary report, detailing suspected targets of interest, shall be submitted within 45 minutes after landing or after transmission of images. The final Flight Report shall be submitted within 24 hours after the conclusion of each flight mission.				see Block 10	see Block 10						
				9. DISTRIBUTION							
				a. ADDRESSEE		b. COPIES					
						DRAFT	FINAL				
				EUFOR IAD		1	1				
				TRCO			1				
						11. TOTAL	1			2	

CONTRACT DATA REQUIREMENTS LIST			EUFOR		
A. CONTRACT LINE ITEM NO. 3	B. SYSTEM EUFOR AGSR	C. CONTRACT/PR NO.	D. CONTRACTOR		
1. DATA ITEM NO. 07	2. TITLE OF DATA ITEM In-flight AGSR Mission Log	3. SUBTITLE			
4. AUTHORITY see Block 10	5. CONTRACT REFERENCE SOW para 6.6.7	6. REQUIRING OFFICE EUFOR IAD	SUBMITTAL DATA		
10. REMARKS Block 4: Prepare in Contractor Format. The In-flight AGSR Mission Log shall be a record of all actions taken by the on-board sensor operator in tasking the sensor and transmitting sensor data to the Ground Station. The log shall include the time, location, objective and resources employed for each tasking activity. The log shall include any necessary operator annotations and references to related recorded data. Blocks 7 & 8: Complete during mission execution Block 9: Shall be used as a source for the Flight Report and available for inspection by EUFOR. Copies of selected pages of the Log shall be provided to EUFOR upon request.	7. FREQUENCY see Block 10	8. DATE OF FIRST SUBMITTAL see Block 10	9. DISTRIBUTION		
	a. ADDRESSEE see Block 10	b. COPIES		DRAFT	FINAL
		11. TOTAL	0	0	
	1. DATA ITEM NO. 08	2. TITLE OF DATA ITEM Data Recording & Retention Procedures	3. SUBTITLE		
4. AUTHORITY see Block 10	5. CONTRACT REFERENCE SOW para 6.6.8	6. REQUIRING OFFICE EUFOR IAD	SUBMITTAL DATA		
10. REMARKS Block 4: Prepare in Contractor format. The Data Recording and Retention Procedures shall define the physical means of recording, filtering procedures, annotation of data, and storing and access control of sensitive mission data. The procedures shall identify those organizations and individuals having access to both raw and processed mission data. Block 8: DACA=Days after contract award. EUFOR shall have 30 days for draft review and approval. Contractor shall issue final document 30 days after EUFOR approval and update and distribute as required thereafter.	7. FREQUENCY 1, revise A/R	8. DATE OF FIRST SUBMITTAL 30 DACA	9. DISTRIBUTION		
	a. ADDRESSEE	b. COPIES		DRAFT	FINAL
	EUFOR IAD	1	1		
	EUFOR CJ8	1	1		
	TRCO		1		
		11. TOTAL	2	3	
1. DATA ITEM NO. 09	2. TITLE OF DATA ITEM Flight Record	3. SUBTITLE			
4. AUTHORITY see Block 10	5. CONTRACT REFERENCE SOW para 6.6.9	6. REQUIRING OFFICE EUFOR IAD	SUBMITTAL DATA		
10. REMARKS Block 4: Prepare in Contractor Format. The Flight Record shall be a record of all flights flown for AGSR missions and the associated contractual flight hours. Contractual hours allowed shall be those engaged in a mission authorized by an ATO, by in-flight retasking by the EUFOR/J2, or by other specific authorization of the TRCO. Hours for cancelled ATOs or for missions not completed to Contractor actions shall not be included. Blocks 7 & 8: Submit monthly for approval by the EUFOR TRCO and attach to monthly contract invoice.	7. FREQUENCY see Block 10	8. DATE OF FIRST SUBMITTAL see Block 10	9. DISTRIBUTION		
	a. ADDRESSEE	b. COPIES		DRAFT	FINAL
	EUFOR IAD		1		
	EUFOR CJ8		1		
	TRCO		1		
		11. TOTAL	0	3	

CONTRACT DATA REQUIREMENTS LIST						EUFOR			
A. CONTRACT LINE ITEM NO. 3		B. SYSTEM EUFOR AGSR		C. CONTRACT/PR NO.		D. CONTRACTOR			
1. DATA ITEM NO. 10		2. TITLE OF DATA ITEM Intelligence Data Analysis Report				3. SUBTITLE			
4. AUTHORITY STANAG 3596		5. CONTRACT REFERENCE SOW para 6.6.10		6. REQUIRING OFFICE EUFOR IAD		SUBMITTAL DATA			
10. REMARKS		7. FREQUENCY see Block 10		8. DATE OF FIRST SUBMITTAL see Block 10					
<p>Block 4: Prepare in Contractor Format. The Intelligence Data Analysis Report shall be prepared in accordance with the guidance of STANAG 3596 through analysis of the surveillance video data collected at the ground station. The report shall include all pertinent information pertaining to the collection of the data and an assessment, by the Contractor Image Analyst, of the significant information and recommendations pertaining to any identified potential threats.</p> <p>Blocks 7 & 8: To be completed for each surveillance mission. Commence during mission conduct and complete immediately after mission completion. Draft "Quick Look" assessment to be provided within 2 hours after mission completion. Final report within 24 hours of mission completion.</p>		9. DISTRIBUTION							
		a. ADDRESSEE		b. COPIES					
				DRAFT		FINAL			
		see Block 10							
		EUFOR IAD		1		1			
		11. TOTAL		1		1			
1. DATA ITEM NO.		2. TITLE OF DATA ITEM				3. SUBTITLE			
4. AUTHORITY		5. CONTRACT REFERENCE		6. REQUIRING OFFICE		SUBMITTAL DATA			
10. REMARKS		7. FREQUENCY		8. DATE OF FIRST SUBMITTAL					
		9. DISTRIBUTION							
		a. ADDRESSEE		b. COPIES					
				DRAFT		FINAL			
		11. TOTAL		0		0			
1. DATA ITEM NO.		2. TITLE OF DATA ITEM				3. SUBTITLE			
4. AUTHORITY		5. CONTRACT REFERENCE		6. REQUIRING OFFICE		SUBMITTAL DATA			
10. REMARKS		7. FREQUENCY		8. DATE OF FIRST SUBMITTAL					
		9. DISTRIBUTION							
		a. ADDRESSEE		b. COPIES					
				DRAFT		FINAL			
		11. TOTAL		0		0			

ANNEX III: ORGANISATION & METHODOLOGY

To be completed by the tenderer

Rationale

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. An opinion on the key issues related to the achievement of the contract objectives and expected results.

Strategy

- An outline of the approach proposed for contract implementation.
- A list of the proposed activities considered to be necessary to achieve the contract objectives.
- In the case of a bid being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them.
- A description of the support facilities (back-stopping) that the contractor's team will have from the contractor during the execution of the contract.

Timetable of activities

- The timing, sequence and duration of the proposed activities, taking into account mobilisation time.
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference.

ANNEX IV: LIST OF KEY EXPERTS (Contractor's staff to be employed o the Contract)

Name of expert	Proposed position	Years of experience	Age	Educational background	Specialist areas of knowledge	Languages and degree of fluency (VG, G, W)	Type of Security Clearance

With enclosed CV's and copies of diploma. The CV should be limited to 4 pages maximum and should provide details of the educational background, general and specific professional experience, present position and key qualifications.

CURRICULUM VITAE

To be downloaded from the following URL address: <http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

ANNEX V – FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: 14.OP.OS.001

NAME OF TENDERER: [.....]

Financial Evaluation

The evaluation will be made on the basis of the price offered in this financial offer as follows:

Evaluation price = Mobilization costs Basic Period + Provision of AGSR service total price Basic Period + Provision of AGSR service total price Option year I + Provision of AGSR service total price Option year II + Demobilization costs of Option Year II

INFORMATION TO BIDDERS:

- Any tenderer submitting a financial proposal exceeding the maximum budget mentioned in the Instructions to tenderers will be rejected.
- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract.
- The price quoted is fixed and is subject to **NO revision** for the first three years of the contract (1 basic + 2 option years if exercised).
- Prices must be quoted free of all duties, taxes and other charges (including VAT) as the Contracting Authority is exempt from such charges.

Mobilization costs for Basic Period (A Table)

Provision of AGSR service total price for Basic Period (A Table)

Provision of AGSR service total price for Option Year I (B Table)

Provision of AGSR service total price for Option Year II (C Table)

Demobilization costs Option Year II (C Table)

FINANCIAL EVALUATION PRICE

Done at:[.....], [././.]

On behalf of [.....]

by [name]

[Tenderers' stamp and signature]

ANNEX V – FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: 14.OP.OS.001

NAME OF TENDERER: [.....]

“A” Table – BASIC PERIOD (01 Jan 2015 – 31 Dec 2015)

				BASIC PERIOD (2015)	
No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (EUR)	TOTAL PRICE (EUR)
1.	Provision of AGSR service, as per Annex II, TOR	Month	12		
2.	Mobilization period*, (if any)	Lump Sum	1	N/A	
				SUB-TOTAL (1 + 2):	
3.	Demobilizations cost**	Lump Sum	1	N/A	
				GRAND TOTAL (1+2+3):	

*mobilization period (01 November 2014 – 31 December 2015) – valid only for basic period

** Eligible only in case that the contract would not be extended beyond 2015.

No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (EUR)
1.	Additional flight hour***	Hour	1	

*** Additional flight hours beyond base hours specified in Annex II point 4.3., not taken into consideration during the evaluation.

No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (EUR)
1.	Additional Crew ****	Hour	1	

**** Additional crew engagement specified in Annex II point 4.2.1, not taken into consideration during the evaluation.

Done at:[.....], [././.]

On behalf of [.....]

by [name]

[Tenderers' stamp and signature]

ANNEX V – FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: 14.OP.OS.001

NAME OF TENDERER: [.....]

“B” Table – OPTION YEAR I – 2016

				OPTION YEAR I (01 Jan 2016 – 31 Dec 2016)	
No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (EUR)	TOTAL PRICE (EUR)
1.	Provision of AGSR service, as per Annex II, TOR	Month	12		
				SUB-TOTAL (1):	
2.	Demobilization cost**	Lump Sum	1	N/A	
				GRAND TOTAL (1+2):	

** Eligible only in case that the contract would not be extended beyond 2016.

No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (EUR)
1.	Additional flight hour***	Hour	1	

*** Additional flight hours beyond base hours specified in Annex II point 4.3., not taken into consideration during the evaluation.

No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (EUR)
1.	Additional Crew ****	Hour	1	

**** Additional crew engagement specified in Annex II point 4.2.1, not taken into consideration during the evaluation.

Done at: [.....], [././.]
On behalf of [.....]

by [name]
[Tenderers' stamp and signature]

ANNEX V – FINANCIAL OFFER

Page No [...of...]

PUBLICATION REFERENCE: 14.OP.OS.001

NAME OF TENDERER: [.....]

“C” Table – OPTION YEAR II - 2017

				OPTION YEAR II (01 Jan 2017 – 31 Dec 2017)	
No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (EUR)	TOTAL PRICE (EUR)
1.	Provision of AGSR service, as per Annex II, TOR	Month	12		
				SUB-TOTAL (1):	
2.	Demobilization cost**	Lump Sum	1	N/A	
				GRAND TOTAL (1+2):	

** Eligible only in case that the contract would not be extended beyond 2017.

No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (EUR)
1.	Additional flight hour ***	Hour	1	

*** Additional flight hours beyond base hours specified in Annex II point 4.3., not taken into consideration during the evaluation.

No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (EUR)
1.	Additional Crew ****	Hour	1	

**** Additional crew engagement specified in Annex II point 4.2.1, not taken into consideration during the evaluation.

Done at: [.....], [././.]
 On behalf of [.....]

by [name]
 [Tenderers' stamp and signature]

ANNEX VI – DECLARATION ON EXCLUSION CRITERIA

(To be completed and signed by each Consortium member and by each Sub-contractor, where applicable)

The undersigned:

Name of the individual/company/organisation:

Legal address:

Registration number/ID Card No.:

VAT number:

Declares on oath that the individual/company/organisation mentioned above is not in any of the situations mentioned below:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the EDA can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- f) following another procurement procedure or grant award procedure financed by the European Union or the Agency's general budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- g) they are subject to a conflict of interest;
- h) they are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information

Full name:

Date & Signature:

ANNEX VII – LEGAL ENTITY FORM

To be downloaded from the following URL address: http://ec.europa.eu/budget/info_contract/legal_entities_en.htm

ANNEX VIII – FINANCIAL IDENTIFICATION FORM

To be downloaded from the following URL address: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

ANNEX IX – TENDER FORM FOR A SERVICE CONTRACT

Publication reference: < Publication reference >

Title of contract: < Title of contract >

<Place and date>

A: <Name and address of Contracting Authority >.

1 SUBMITTED BY

	Name of Tenderer	Nationality (*)
Company		

(*) where the company is registered

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 TENDERER'S DECLARATION

To be completed and signed by the tenderer.

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the dossier for invitation to tender No [publication ref.] of [../..]. We hereby accept its provisions in their entirety, without reservation or restriction.

- 2 We offer to perform, in accordance with the terms of the tendering dossier and the conditions and time limits laid down, without reserve or restriction:
- 3 The prices of our tender are correct and will constitute fixed prices for the first basic year + 2 option years, if exercised, and will be subject to revision according to the formula specified in Section 4 of the Tendering Dossier for the 2 remaining option years, if exercised, in case the contract is awarded to us.
4. Our tender is valid for a period of 90 days from the final date for submission of tenders, i.e. until [././..].
- 5 If our bid is accepted, we undertake to provide a performance guarantee of [.....], as required by Article 10 of the General Conditions and Special Conditions.
- 6 Our firm/company [*and our consortium partners*] has/have the following nationality:
[.....]
- 7 We are making this application in our own right and led by ourselves for this tender. We confirm that we are not tendering for the same contract in any other form.
- 8 We agree to abide by the ethics clauses in Article 22 of the instructions to tenders and, in particular, have no potential conflict of interests or any relation with other tenderers or other parties in the tendering procedure at the time of the submission of this application.
- 9 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts.
- 10 We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name and first name: [.....]

Duly authorised to sign this bid on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm/company:

Our tender includes the following annexes:

[*Numbered list of annexes with titles*]

ANNEX X – ECONOMIC AND FINANCIAL CAPACITY

(Please fill in the excel file uploaded together with the tender documents)

Information on financial capacity of the tenderer

When analyzing the submitted simplified financial statements, in the case of doubt and before excluding the company on the sole basis of financial incapacity, EDA will request from the tenderer further information, e.g. complete official financial statements or provisional financial statement at half year.

The numbers in the below cells must be indicated in **ABSOLUTE VALUES** (i.e. as full amounts and not in thousands or similar) and in **EUROS**

The exchange rate to be used for the conversion of the amounts should be the monthly accounting rate of the last month of the financial year as published in the Official Journal of the European Union.

<http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=home&Language=en>

Tenderer name:

Begin and end of the financial year (eg: 1/1/n - 31/12/n):

Asset	2013	2012	2011
Long term assets (assets convertible in cash in > than 1 year)	€ 0	€ 0	€ 0
Short term assets (current assets convertible in cash in =< than 1 year)	€ 0	€ 0	€ 0
Total assets (TOTAL ASSETS SHOULD EQUAL TOTAL LIABILITIES)	€ 0	€ 0	€ 0
Liabilities	2013	2012	2011
Own capital (Equity)	€ 0	€ 0	€ 0
Long term debts (to be repaid in > than 1 year)	€ 0	€ 0	€ 0
Short term debts (to be repaid in =< than 1 year)	€ 0	€ 0	€ 0
Total liabilities (TOTAL LIABILITIES SHOULD EQUAL TOTAL ASSETS)	€ 0	€ 0	€ 0
Profit and loss account data	2013	2012	2011
Turnover (sales revenue realized from the day-to-day operations of the entity)	€ 0	€ 0	€ 0
Turnover in the field of Airborne Ground Surveillance and Reconnaissance (AGSR)	€ 0	€ 0	€ 0
Depreciation & amortisation	€ 0	€ 0	€ 0
EBITDA (Earnings before interest, taxes, amortisation, depreciation)	€ 0	€ 0	€ 0
Net profit (Earnings after interest, taxes, amortisation, depreciation)	€ 0	€ 0	€ 0
Main indicators	2013	2012	2011
Operational profit margin (EBITDA/turnover)			
Return on Equity: Rentability of own capital (net profit/own capital)			
Net working capital (current assets - current liabilities)			
Current ratio (current assets/current liabilities)			
Debt ratio - indebttness (debts/total liabilities)			

Declaration by the Chief Accounting Officer of the

tenderer: _____

1. I confirm that the information presented in this simplified financial statement are correct and are taken from the official financial statements either finally approved, or from the preliminary financial statements in case these are not yet finally approved (applicable only to the last year statements).

2. I confirm that I am aware that, in the case we are successful tenderer, EDA, before signing the contract, may ask and verify the official financial statements for the last 3 years.

3. I confirm that I have been informed that, under the Procurement rules of the EDA (Council Decision No 2007/643/CFSP of 18 September 2007), tenderers found guilty of false declarations may be subject to administrative and financial penalties in accordance with the conditions laid down in that Decision. In particular, I am aware that the information from this simplified financial statement must be in compliance with the official financial statements which EDA may verify before signing the contract.

Name of Chief Accounting Officer of the tenderer: _____

Date: _____

Signature: _____

ANNEX XI – MODEL PERFORMANCE GUARANTEE

[On the headed notepaper of the financial institution providing the guarantee]

Title of contract: < Title of contract >

Identification number: <Publication reference >

We the undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to [*Contracting Authority's name and address*] on behalf of [*Contractor's name and address*], the payment of [*amount of the performance guarantee*], representing the performance guarantee mentioned in Article 10 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

This guarantee shall enter into force and take effect from [*indicate the date of entry into force of the contract*].

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of receipt of the final statement [*except for the part assigned to the after sales service as stipulated in the Special Conditions*].

Any dispute concerning this guarantee shall be governed by [*enter the law applicable*] and fall within the competence of [*indicate which jurisdiction applies*].

Name: Position:

Signature:

Date: <Date >

ANNEX XII – PRE-FINANCING GUARANTEE FORM

[On the headed notepaper of the financial institution providing the guarantee]

Title of contract: < Title of contract >

Identification number: <Publication reference >

We, the undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to [*Contracting Authority's name and address*] on behalf of [*Contractor's name and address*], the payment of [*indicate the amount of the pre-financing / balance*], corresponding to the pre-financing/balance as mentioned in Article 24 of the Special Conditions without dispute, on receipt of a first written request from the beneficiary.

The guarantee will enter into force and take effect from the [*indicate the date of payment of the pre-financing / balance*].

We note that you will release the guarantee and notify us of the fact at the latest [*within sixty days of provisional / final acceptance of the services*].

Any dispute concerning this guarantee shall be governed by [*enter the law applicable*] and fall within the competence of [*indicate which jurisdiction applies*].

Name: Position:

Signature:

Date: <Date >

ANNEX XIII- TENDER GUARANTEE FORM

[On the headed notepaper of the financial institution providing the guarantee]

<Date>

Title of contract: < Title of contract>

Identification number: <Publication reference>

We, the undersigned, [*name, company name, address of the issuing institution*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to [*Contracting Authority's name and address*] on behalf of [*Contractor's name and address*], the payment of [*amount of the bid guarantee*], without dispute, on receipt of a first written request from the recipient.

The guarantee will enter into force and take effect from [*submission deadline and valid throughout the validity of the submitted bid*].

We note that you will release the guarantee and notify us once the contract has been awarded or the bidding procedure cancelled.

Any dispute concerning this guarantee shall be governed by [*enter the law applicable*] and fall within the competence of [*indicate which jurisdiction applies*].

Name: Position:

Signature:

Date: