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|  | **HEADQUARTERS EUFOR**  **Procurement and Contracting Office**  Butmir Camp, Krtelji  Sarajevo, Bosnia and Herzegovina  **CONCESSIONAIRES BIDDING DOSSIER** |  |

Date: Sarajevo, 03 Oct 2016

Our ref.: HQ EUFOR/CONCESSIONAIRES/2016-MWA/002

Dear Mr/Ms,

**SUBJECT: INVITATION TO BID FOR CONCESSIONAIRES CONTRACT FOR:**

* **LOT 1 – BOSNIAN COFFEE BAR SHOP**
* **LOT 2 – MINI MARKET**

**IN CAMP BUTMIR, SARAJEVO, BOSNIA AND HERZEGOVINA**

Further to your enquiry regarding the publication of the above-mentioned invitation to bid, please find enclosed the following documents, which constitute the bidding dossier:

Part I: CONCESSIONARIES ESTABLISHMENT NOTICE .......................................................... 3

1. PUBLICATION REFERENCE ...…………………………………………………………………. 3
2. PROCEDURE ………………………………………………... 3
3. CONTRACTING AUTHORITY………………………………………………………………….. 3
4. CONTRACT SPECIFICATIONS DESCRIPTION OF THE SUPPLIES -SCOPE OF SERVICES. 3
5. NUMBER OF TITLES AND LOTS …………………………………………………………… 4
6. SELECTION AND AWARD CRITERIA DOCUMENTS TO BE SUBMITTED…………. 4
7. INFORMATION MEETING AND/OR SITE VISIT………………………………. 4
8. BID VALIDITY……………………………………………. 4
9. PERIOD OF PERFORMANCE…………………………………………. 4
10. EVALUATION AND AWARD………………………………………. 5
11. BIDDING - HOW TO OBTAIN THE BIDDING DOSSIER………………………….. 5
12. DEADLINE FOR SUBMISSION OF BIDS……………………… 5
13. BID OPENING AND EVALUATION SESSION………………………… 5
14. LANGUAGE OF THE PROCEDURE……………….. 5
15. CLASSIFICATION LEVEL…………………………………. 5

Part II: DRAFT CONTRACT INCLUDING ANNEXES 6

DRAFT CONTRACT

ANNEX A: CONTRACTUAL CONDITIONS...................................................................................... 7

ANNEX B: STATEMENT OF WORK (SOW).................................................................................... 15

ANNEX C: Price proposal for: LOT 1 – Bosnian Coffee Bar Shop 23

ANNEX C: Price proposal for: LOT 2 – MINI MARKET 24

ANNEX D: BID FORM FOR CONCESSIONAIRE CONTRACT……………………………………. 25

ANNEX E: LIST OF PERSONNEL 27

Any request for clarification must be received by the Contracting Authority in writing at least **14 days** before the deadline for submission of proposals. The Contracting Authority will reply to bidders' questions at least **7 days** before the deadline for submission of proposals. If the Contracting Authority, either on its own initiative or in response to a request from a bidder, provides additional information on the bidding dossier, it will send such information in writing to all bidders at the same time.

Costs incurred by the bidders in preparing and submitting the proposals will not be reimbursed.

We look forward receiving your bid at the address specified in the Request for Proposals before or on **Friday, 28 October 2016, 11:00 hr.** If you decide not to submit a proposal, we would be grateful if you could inform us in writing, stating the reasons for your decision.

**Yours sincerely,**

**Procurement and Contracting Office**

**HQ EUFOR**

|  |  |  |
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|  | **HEADQUARTER EUFOR**  **Procurement and Contracting Office**  Butmir Camp, Krtelji  Sarajevo, Bosnia and Herzegovina |  |

**PART I**

***CONCESSIONARIE ESTABLISHMENT NOTICE***

***FOR 2 CONCESSIONARIE’s CONTRACTS***

***AT HQ EUFOR, BUTMIR CAMP, SARAJEVO, BIH***

1. **Publication reference**

HQ EUFOR 2 CONCESSIONARIES:

* HQ EUFOR/MWA/BOSNIAN COFFEE SHOP/2016/002
* HQ EUFOR/MWA/MINI MARKET/2016/002

1. **Procedure**

Open Competitive Bidding procedure

1. **Contracting Authority**

European Union Forces (EUFOR) in Bosnia and Herzegovina, represented by the

EU HQ Procurement and Contracting Office (P&C), Butmir Camp, Sarajevo, Bosnia and Herzegovina.

**CONTRACT SPECIFICATIONS**

1. **Description of the supplies – Scope of services:**

The subject of the contract is establishment of 2 concessionaire’s contracts at Camp

Butmir.

* LOT 1) BOSNIAN COFFEE SHOP (various kind of coffee, teas, Bosnian cakes, bakery products, etc.), Annex B of the Draft Contract and the contractual conditions specified therein (Annex A).
* LOT 2) MINI MARKET (bakery products, fresh fruit, take away cold and hot drinks, chocolates, snacks, cigarettes, tobacco, hygiene articles, etc.) , Annex B of the Draft Contract and the contractual conditions specified therein (Annex A).

The bidder shall submit a proposal taking into consideration the requirement defined in Statement of Work, Annex B of the Draft Contract and the contractual conditions specified therein (Annex A).

HQ EUFOR will select a contractor as a result of this procedure, in order to establish concessionaire contract in HQ EUFOR, Camp Butmir, Sarajevo.

1. **Number and titles of lots**

This bidding procedure is divided into lots:

* LOT 1) – BOSNIAN COFFEE SHOP/2016/002
* LOT 2) – MINI MARKET/2016/002

**SELECTION AND AWARD CRITERIA**

1. **Documents to be submitted:**
2. A completed and signed Bid submission form for concessionaire contracts, that all enclosed contractual conditions – Annex D are understood and acceptable. If any of the specified conditions are not acceptable and/or possible, they should be indicated with a proposed modification and/or supplement.
3. A written proposal, for each lot offered, confirming the availability of the required supplies/services in accordance with Statement of Work, Annex B.
4. The completed and signed price proposal, Annex C, for each Lot offered, taking into account requirements stipulated in Statement of Work, Annex B.
5. The company court registration and VAT registration documents, not older than six (6) months. Proof of social and health contribution for all staff to be employed on the contract to be submitted.
6. The list of the personnel to be employed on the contract (Annex E) in accordance with article 17.2 of the statement of work (Annex B).
7. Proof of personnel experience
8. For the determination of satisfactory performance record, a description of the experience of the company/shop in successfully running business shall be submitted.
9. In order to determine that adequate financial resources are available to perform the contract, signed statement of annual turnover for the past 2 years shall be submitted.
10. **Information meeting and/or site visit**

If found necessary, additional information will be provided during site meeting,

Site visit is planned for 14 Oct 2016 at 10:00AM. Those interested for site visit shall express their inters by sending an email on [taco@eufor.europa.eu](mailto:taco@eufor.europa.eu) address, with names.

1. **Bid validity**

Bids must remain valid for a period of 90 days after the deadline for submission of bids.

1. **Period of performance**

From contract signature (NOV 2016) by both parties through 30 June 2017, with option to extend for three (3) one year option periods.

1. **Evaluation and award:**

HQ EUFOR shall assess the received proposals in terms of quality of supplies/services proposed and the prices offered (Annex C).

HQ EUFOR reserves the right to further negotiate with one or more participant prior to signature of the contract.

HQ EUFOR shall not return proposals received. This procedure may be cancelled at any time and in no circumstances will HQ EUFOR be liable for damages arising from such cancellation.

**BIDDING**

1. **How to obtain the bidding dossier**

The bidding dossier including all bidding instructions, selection and award criteria and contractual conditions shall be available as from 03 Oct 2016 from the following internet address: [www.euforbih.org](http://www.euforbih.org) under tenders. Bids must be submitted using the standard bid form included in the bid dossier, whose format and instructions must be strictly observed.

Bidders with questions regarding this bid should send them in writing to Contracting Office (Contracting Office), Butmir Camp, Sarajevo, BIH, Fax: 00387 33 495-707, e-mail: [TACO@eufor.europa.eu](mailto:TACO@eufor.europa.eu) mentioning the publication reference shown in item 1 at least 14 days before the deadline for submission of bids given in item 14. The Contracting Authority must reply to all bidders' questions at least 7 days before the deadline for submission of bids. Eventual clarifications to the bidding dossier will be published on the above mentioned website.

1. **Deadline for submission of bids**

Bids must be submitted in accordance with the instructions to bidders that shall be published in the bidding dossier and not later than Friday, 28 Oct 2016, 11:00 (CET).

Any bid received after this deadline will not be considered nor evaluated.

Proposals shall be submitted before the deadline to the following address indicating reference number: HQ EUFOR/CONCESSIONAIRE/2016-MWA/002

HQ EUFOR

Procurement and Contracting Office

Attn: Contract Officer, Zimic Suzana

Camp Butmir, building 225

71210 Ilidza, BiH

In case your bid is hand delivered before or on the submission deadline indicated; please call the following number, 033/495 721 and/or 033/495 730, in order to arrange the hand-over of your proposal.

1. **Bid opening and evaluation session**

Bid opening and evaluation session shall take place during first and second weeks of month of November 2016, followed by contract award procedure.

1. **Language of the procedure**

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

1. **Classification level**

This bidding procedure is EU unclassified

**PART II**

**DRAFT CONTRACT**

**ANNEX A**

**E U F O R H E A D Q U A R T E S**

**S A R A J E V O – B i H**

**J8**

**PROCUREMENT and CONTRACTING OFFICE (P&CO)**

### Camp Butmir Bldg 225

|  |  |  |  |
| --- | --- | --- | --- |
| EUFOR HQConcessionaire Contract | | Date: XX NOV 2016 | Contract Number:MWA-EU-16-00XX |
|  | | Ref: MWA Office letter XXXXXX | |
| Issued by:  HQ EUFOR – J8  Procurement & Contracting Office P&CO  Camp Butmir, Bldg 225, Rm 41  71000 SARAJEVO, Bosnia and Herzegovina  Phone: 033 49 57 21  Fax: 033 49 57 07  [taco@eufor.europa.eu](mailto:taco@eufor.europa.eu) OR suzana.zimic@eufor.europa.eu | | Contractor:  XXXXXXXX | |
| Place of Performance: Camp Butmir See Annex A | | Payment will be made by: See Annex A | |
| Period of Performance:  From contract signature (NOV 2016) by both parties through 30 June 2017  With option to extend for three (3) one year option periods | | Reference:   1. ACE Bi-SC Directive 060-070, Bi-Strategic Command Procurement Directive dated 30 Jun 2015; 2. COMMON HQ-SOI 6416 – Morale and Welfare Activities Concessionaires – Standard Operating Procedure for contracting. | |
| Item | Description: | | |
| 01. | The subject of this contract are concessions services given to XXXXX to operate XXXXXXXconcessionaire at Butmir Camp, in accordance with:   * Annex A (Contractual conditions) * Annex B Statement of Work (SOW) * Annex C – price proposal * Annex D – Bid form * Annex E- List of personnel   Outline above documents should be read in order of appearance. In case of contradiction in terms, the above order shall prevail.  The present contract is composed of XXXX (X) pages, with all the attached documents, which are all signed from the contracting parts for acceptance than prescribed. | | |
| Monthly rental fee and utility fee have to be paid as of Nov 2016 | |  | |
| **Contractor:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contractor Date Signed  Contractor is required to sign and return a copy to the Contracting Officer. | | **EUFOR HQ:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  J8 Chief Date Signed  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  Contracting Officer Date Signed | |

**DRAFT CONTRACT**

***ANNEX A***

***MWA-EU-16-XXXX***

***LOT 1) BOSNIAN COFFEE SHOP***

***LOT 2) MINI MARKET***

***Contractual Conditions***

PREAMBLE

1. The contract between the Parties identified on page one (1) of this contract authorizes the operation of **XXXXXXXXXXXXXXX** concessionaire on the EUFOR HQ / NHQ SA installation in Camp Butmir. The space allocated is ***XXXXX*** square meters. This contract further establishes the responsibilities and expectations of the parties as set forth below.

DEFINITIONS

2. EUFOR HQ / NHQ SA – HQ CMDT as used in this contract shall mean the organization responsible for the support provided to EUFOR HQ / NHQ SA in the Sarajevo area.

3. The term “EUFOR HQ, J8 P&CO” as used in this contract means the Contracting Authority executing this contract on behalf of EUFOR HQ or any representative acting under his authority.

4. The term “Concessionaire” as used in this contract means the contractor, **XXXXXXXXXXX** represented by authorized person XXXXXXXXXX as a party above who shall execute the contract.

**LEGAL STATUS**

5. The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Contracting Authority. The Contractor’s personnel and sub-contractor shall not be considered in any respect as being the employees or agents of the Contracting Authority.

UNDERSTANDINGS

6. This is a contract between EUFOR HQ, J8, P&CO, on behalf of HQ EUFOR and the Concessionaire.

7. The premises are located in Camp Butmir in the former **XXXXXXXXXX** belonged to **XXXXXXXXXXXXXX** Facilities provided to the Concessionaire remain under the control of EUFOR HQ / NHQ SA – HQ CMDT and are subject to inspection at any time.

8. The Concessionaire understands and agrees that it operates under its own personality, provides all necessary goods, equipment and personnel. It verifiably takes full responsibility for all taxes, social contributions, debts and risks associated with the running of its business. The Concessionaire shall comply with EUFOR HQ, J8, and P&CO instructions issued to correct deficiencies or improve service reasonably expected as part of normal business practices.

9. The concessionaire agrees to comply with all EUFOR/NHQ Sa safety, sanitation and security regulations. Concessionaire has to remember that isn’t allowed to smoke in public/enclosed facilities except the facilities in which is built a smoking room. To smoke is only permitted in designated outdoor areas provided in the Camp (SOP 3901). Furthermore Concessionaire has to make attention at fire safety regulations (SOP 3925).

10. The Concessionaire agrees to comply with all applicable Host Nation laws, rules and regulations, except where specific permission has been granted by Status of Forces Agreement for deviations.

11. The Concessionaire shall provide all equipment used to operate the services as addressed in this contract. Said equipment shall remain the property of the Concessionaire at the conclusion of the contract. ***The Concessionaire shall be permitted adequate time to remove said equipment and the premises in the ownership of the Concessionaire at the conclusion of the* *contract.*** The Concessionaire is responsible for providing all supplies to allow employees to perform their job. The Concessionaire may not be an owner of any immovable property in the Compound. The ownership of the premises is extended only to the premises that may be removed safely from the Compound on the request of HQ CMDT without endangerment of other premises in the Compound.

DURATION

1. The duration of this contract is effective from the date of signature by both parties through 30 June 2017, with three (3) one year option periods. Options may be renewed at the discretion of EUFOR HQ, J8 and P&CO

**TERMINATION OF CONTRACT**

13. The Contract may be canceled or terminated under the following circumstances:

1. Either ***party may terminate this contract at any time by written notice of at least thirty (30) calendar days.***
2. This contract shall automatically expire upon the end of the EUFOR HQ / NHQ SA operation or its transfer to another country. EUFOR HQ, J8 and P&CO will provide the Concessionaire with as much advance notice of this date as possible.
3. In the event of liquidation or bankrupts of the Concessionaire, or in the event of the death or incapacitation of the person who is authorized to represent the company;
4. If the Concessionaire fails to fulfill this contract, and after receipt of notice specifying such failure, does not cure the failure within the period authorized in the notice, EUFOR HQ, J8 and P&CO may terminate this contract upon the end of the cure period indicated in the written notice of deficiency. At the discretion of the Contracting Officer, some failures to fulfill this contract may result in the immediate termination of the contract without any cure notification.
5. EUFOR HQ reserves the right to unilaterally terminate this contract without any notice for security reasons.
6. If the contract was terminated and the premises that the Concessionaire operated in are their own property, Concessionaire will be given 30 calendar days to remove premises from the Compound and to hand back the location in a condition acceptable to HQ CMDT.
7. If The Concessionaire is discovered to be an owner of any immovable property in the Compound. The ownership of the premises is extended only to the premises that may be removed safely from the Compound on the request of HQ CMDT without endangerment of other premises in the Compound.
8. ***Any services or selling activities inside concessionaire’s rooms are not allowed without the authorization of HQ EUFOR.***

**SUSPENSION**

14. The Contracting Authority is entitled to suspend the performance of the services or any part thereof for such time and in such manner as it may consider necessary.

15. If the period of suspension exceeds 90 days and the suspension is not due to the Contractor’s default, the Contractor may, by notice to the Contracting Authority Representative, request permission to resume performance of the services within 30 days or terminate the contract.

**ASSIGNMENT - SUBCONTRACTING**

16. The Contractor shall not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest there under.

17. Concessionaire is not authorized to sell their business to other companies nor is authorized to sell or sub-let any part of premises occupied without prior written approval of EUFOR HQ, HQ Commandant, and MWA office and P&CO will be inform with HQ CMDT’s respective decision.

18. The approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the contract already performed or the part not assigned.

19. Assignees must satisfy the eligibility criteria applicable to the award of the contract.

**WORKING HOURS – TIMETABLE**

20. ***The Concessionaire will operate as follows: Monday to Sunday from 10.00 till 20.00hrs***

21. These operational hours may not be changed without prior written approval of HQ CMDT. Request has to be submitted to MWA office.

**GENERAL OBLIGATIONS OF CONTRACTOR**

22. The Contactor shall respect and abide by all laws and regulations in force in Bosnia and Herzegovina and shall ensure that its personnel, their dependants, and its 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, its employees and their dependants of such laws and regulations.

23. The Contractor shall perform the services under the contract with due care, efficiency and diligence, in accordance with the best professional practice.

24. The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or his Representative after consultation with the Contracting Authority. If any disagreement arises as to the necessity for any publication or revelation for the purpose of the contract, the decision of the Contracting Authority shall be final.

**CODE OF CONDUCT**

25. The Contractor shall at all times act loyally and impartially as well as with appropriate discretion. It shall, in particular, refrain from making any public statements concerning the services without the prior approval of the Contracting Authority, and from engaging in any activity which conflicts with its obligations towards the Contracting Authority under the contract. It shall not commit the Contracting Authority in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

26. For the period of execution of the contract, the Contractor and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in Bosnia and Herzegovina.

27. The execution of the contract shall not give rise to unusual commercial expenses. If such unusual commercial expenses emerge, the contract will be terminated. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the 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 commission paid to a company which has every appearance of being a front company.

DISPUTES

28. Disputes between the parties should be resolved by mutually designated points of contact, and in complete according to ACE Bi-Sc Directive 60-70 “Bi-strategic Command Procurement Directive” dated 30 June 2015. All disputes or claims concerning this contract which is disposed of by agreement shall be decided by a representative of the EUFOR HQ, J8 and P&CO who shall state the decision in writing and furnish a copy to the Concessionaire. Within 30 days of receipt of the decision, the Concessionaire may appeal the decision by addressing a written appeal personally to the Head of Contract (HOC), EUFOR HQ, J8 P&CO. The Head of Contract (HOC), EUFOR HQ, J8 and P&CO decision on the issue, which will be rendered within ten (10) days, shall be final. At the same way if disputes or claims regard legal issues LEGAD will be involved. If the dispute remains unresolved, it will be raised to the Commander, EUFOR/NHQ Sa for the final decision. No dispute regarding the interpretation or application of this Contract will be referred to a third party (including any national or international tribunal) for settlement.

INDEMNIFICATION AND PROTECTION AGAINST LEGAL LIABILITIES

29. The Concessionaire shall indemnify, hold and save harmless and defend, at its own expense, EUFOR HQ, J8 and P&CO and the HQ CMDT, their officials, agents, servants, and kind, including their costs and expenses, arising out of the acts or omissions of the Concessionaire or its employees in the performance of this Contract. This provision shall extend to claims and liability in the performance of this Contract. This provision shall extend to claims and liability in the nature of Workmen’s compensation claims and those arising out of the use of patented inventions or devices. The Concessionaire shall to this purpose be covered with an insurance covering his responsibilities concerning legal liabilities. It is going on covering, during the period of execution of the contract, the following aspects:

1. the Contractor’s liability in respect of sickness or industrial accident affecting its employees;
2. loss of, or damage to, the Contracting Authority’s equipment used to perform the contract;
3. 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;
4. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract.

The Contractor shall furnish proof of the insurance policy and of regular payment of premiums without delay whenever required to do so by the Contracting Authority or the Contracting Authority Representative. The Concessionaire shall provide a copy of this insurance to the EUFOR HQ, J8 and P&CO **within ten (10) days of contract signature.**

ILLICIT GRATUITIES

30. The parties certify that neither the Concessionaire, nor his agents or representatives have offered or given any gratuity whatsoever to EUFOR HQ, J8 and P&CO or HQ CMDT personnel or any representative of EUFOR HQ / NHQ SA with a view toward securing this contact or any favorable treatment with regard to this contract.

RESPONSIBILITIES

31. The Concessionaire shall operate as **XXXXXXXXXX** concessionaire in **XXXXXXXXXXXXXXX** on Camp Butmir for the benefit of EUFOR HQ / NHQ Sa personnel for the concessionaire’s use by HQ CMDT.

32. All customers shall be given a receipt for all sales transactions. A sign (provided by MWA) shall be posted in the concessionaire’s place of business instructing the customer that if a receipt is not issued by the concessionaire, sales person or employee, the customers’ purchase of goods or services will be FREE of charge.

33. The Concessionaire shall provide the qualified personnel necessary for the proper performance of the services under this contract. As a condition of employment, each employee must meet EUFOR HQ / NHQ Sa Security Requirements and qualify for the issue of a EUFOR HQ / NHQ Sa Security pass. If a prospective employee does not meet this requirement, he or she may not be employed by the Concessionaire under this contract.

34. The Contractor must provide the Contracting Authority with the names of all skilled and professional personnel for the execution of the task and the contact.

35. The Contracting Authority will have the right to request that the Contractor remove from Contracting Authority premises any member of the Contactor’s personnel who for misconduct or any other action may cause embarrassment or damage to the Contracting Authority.

36. The Concessionaire shall comply with EUFOR HQ / NHQ Sa customs guidance. Within thirty (30) days of award, the Concessionaire shall designate a local manager to receive EUFOR HQ / NHQ Sa customs training from EUFOR Customs Office. This training must be re-accomplished within thirty (30) days of entering into a new option period and upon changes in management. All requests for duty free movement of merchandise shall be made to EUFOR HQ, HQ CMDT through MWA in accordance with the specific procedures outlined in the EUFOR HQ / NHQ Sa customs training.

37. The Concessionaire shall provide services and quality merchandise of a high standard and maintain such quality of services to the satisfaction of the HQ CMDT. All issues regarding quality of service and merchandise shall be resolved through the EUFOR HQ, HQ CMDT through MWA.

38. ***Prices will be determined and may not be changed without prior approval of HQ CMDT***. When there were any selling price list changes, P&CO will be requested to include that document in existing contract. ***Price list must be exposed on a good sight of all customers.***

39. The Concessionaire shall investigate all customer complaints as to customer services. Based upon the investigation, the Concessionaire shall attempt a mutual agreement as to appropriate corrective action or compensation. Customer complaints not resolved by mutual agreement will be referred to the EUFOR HQ, J8, P&CO and HQ CMDT through MWA office.

40. The Concessionaire shall render services to EUFOR HQ / NHQ SA personnel following the directives of EUFOR HQ, HQ CMDT through MWA office.

**HYGIENE AND MEDICAL REQUIREMENTS**

41. **Hygiene standards as pertained to the personnel, premises and equipment used will be maintained by the contractor in accordance with the current SOP SPDT/HQ CMDT 3970.**

42. The Concessionaire shall ensure that all employees have a current medical certificate. Any costs associated with these screenings shall be the responsibility of the Concessionaire.

**INFORMATION**

43. The Contractor shall furnish the Contracting Authority Representative with such information relating to the services as the Contracting Authority Representative may at any time request.

**SECURITY**

44. In each EUFOR country in which the contract is performed, the Contractor shall comply with all security requirements prescribed by EUFOR and the National Security Authority or designated security agency.

45. The Contractor shall be responsible for the safeguarding of EUFOR classified information, material and equipment entrusted to him or generated by him in connection with the performance of the contract.

**INSPECTION**

46. All supplies shall be subject to inspection and test by EUFOR, to the extent practicable at all times and places including the period of manufacture.

### CONTRACT ADMINISTRATION AND COMMUNICATION

47. All notices and communications between the Contractor and EUFOR shall be written in English and, when addressed to the Contracting Officer, may be personally delivered, mailed, or copied to the address of the Procurement and Contracting Office identified on the Contract, or to such address as the Contracting Officer may from time to time designate in writing. Letters shall be in duplicate, and in all correspondence the contract reference shall be mentioned.

48. Any discussion/negotiation between Contractor and EUFOR representatives shall be recorded in minutes which shall be signed by authorised representatives of both Contractor and EUFOR. All minutes are considered to be a summary record of discussions and specific actions to be undertaken by the parties as a result of meetings. If the contents of these minutes fall within the scope of the contract or specifications then no contract amendment action will be initiated by EUFOR.

49. If, however, it is considered by either party that certain discussions and decisions fall outside the scope of the contract, then this fact should be recorded at the time and contract amendments will be necessary prior to any action. In this respect it is stated that any changes or instructions which are to be binding shall be given in writing only by the EUFOR Contracting Officer.

PAYMENTS MADE BY THE CONCESSIONAIRE

50. The Concessionaire shall pay a monthly fee for rental provided by EUFOR HQ / NHQ SA. The monthly rate is based on a flat of ***9.00 BAM per square meter*** ***for first 100 m2*** ***and 6.00 BAM per square* *meter*** ***for all areas over the first 100 m2*** of space occupied by the concessionaire. If due to the start, expiration or termination of this contract, the monthly rental fee will be prorated according to the portion of the month covered by this contract. The rental fee payment is requested also in the event that premises are closed for renovation. **Fees shall be paid to the HQ CMDT MWA Office located on Camp Butmir not later than the fifth working day of each month.**

***MONTHLY RENTAL FEE PAID TO EUFOR***

***100 Square Meters @ 9.00 BAM/m2=***

***900.00 BAM/Mo***

+

***MONTHLY RENTAL FEE PAID TO THE OWNER = 500 -1,000EUR PRICE NEGOTIABLE***

51. The utilities include electricity, water, and wastewater and garbage disposal. The monthly utility fees are based on a rate (for concessionaire with meters) of:

***MONTHLY UTILITY FEE PAID TO HQ EUFOR***

**0.081BAM/kW** for electricity

**2.60 BAM/m3** for the water **plus 30%** **for wastewater**

**30.00 BAM** month for garbage disposal

52. Due to circumstances beyond the contract of EUFOR HQ / NHQ SA the Concessionaire may experience the intermittent loss of these utilities. Should there be an interruption of utilities, the Concessionaire is not entitled to claim against EUFOR HQ / NHQ SA or claim a reduction in the monthly sum.

*53****.* Fees shall be paid to the HQ CMDT MWA Office located on Camp Bulmer not later than the fifth working day of each month.** HQ CMDT reserves the right to change the monthly fees at the time the contract option is exercised or when theatre wide policies get changed.

54. This contract expresses the full agreement of the parties with respect to the concession described herein. The terms of this contract may be modified in writing by mutual consent of both parties.

FISCAL ISSUES.

55. The Concessionaire understands and accepts that all goods or services under their registered activities ***will be Value Added tax (VAT) zero rated.***

ANNEX B

STATEMENT OF WORK

LOT 1) BOSNIAN CAFÉ

CONCESSIONAIRE CONTRACT

1. The HQ Camp Commandant Morale, Welfare and Activities Office is seeking proposal from qualified company for full service/Bosnian Coffee Bar within Camp BUTMIR, includes non-tax-free products:
   * 1. Various kind of coffees (Bosnian coffee, filter coffee, espresso coffee, etc)
     2. Various teas (preparation of various types of tea in the traditional way such as green tea, black tea, Mediterranean tea, etc.)
     3. [Bosnian](http://www.steinadler.com/en/shop/category/fieldgear/62) cakes and delicacies (Baklava, Tulumba, Kadaif, etc)
     4. Bakery products shall be delivered fresh to the shop on a daily basis.
     5. Free WIFI is recommended.
2. The Concessionaire will operate as a Bosnian Coffee bar shop within Camp Butmir.
3. The Concessionaire will not act as NATO/EUFOR agent, or incur any liabilities to NATO/EUFOR.
4. The Concessionaire will operate under its own personality. Concessionaires are requested to have a court registration.
5. The Concessionaire shall employ suitable qualified personnel for their business.
6. The Concessionaire will be responsible to present proof of 3rd party liability insurance.
7. The Concessionaire’s employees will comply with HQ Security policy through the MWA Office
8. Proposal for hours of operation: every day in the week, opening at 1000hrs and closing time at 2000hrs. These hours of operation will be decided in accordance with tender’s results.
9. Price of service:

Prices should be posted in obvious view of customers. All customers have to receive the proper receipt/till receipt for items purchased in the premises otherwise the goods or services will be free of charge.

1. The payment for premises will be done in line with current MWA Policy; which includes rental fees and utilities fee. The payment will commence with the occupying of the premises. The Concessionaire will be requested to make the monthly rental payment to MWA Office even in the event that service is out of order or the premise is closed for renovation.
2. The monthly payments for MWA rental fee and utility fee will be in accordance with the current contract terms.
3. The Concessionaire will be required to pay three month of rent as a deposit upon opening of the contract. This amount will be repaid on termination of the contract. The Concessionaire may split the amount into three parts and pay it within the first four month.
4. The Concessionaire will not be authorized to sell their business to other companies or establish any partnership without prior request and approval of the HQ Camp Commandant.
5. The Concessionaire will be required to comply with all general contract conditions of the HQ Camp Commandant/MWA.
6. Any possible Concessionaire issues will have to be addressed through authorized HQ Camp Commandant Office (S1 and MWA). If the issues tackles legal question it will have to be addressed to Legal Office.
7. Contractor name:HQ EUFOR – J8 CO will decide it in accordance with tender’s results.
8. Management plan: The management plan must specify the methods and resources to be used by the company for the performance of the service.
9. An outline of the approach proposed for contract implementation.
10. The expected number of personnel required in the performance of the service, all staff must have basic knowledge of English.
11. A description of the experience of the company in running this service. Company shall provide references from companies where they have carried out similar contracts.
12. Company’s Plan to ensure health and hygiene requirements to meet for commercial service facility.

ANEKS B



OPIS ZAHTJEVA

LOT 1) BOSANSKI KAFE BAR

KONCESIONI UGOVOR

1. Ured za moral i društvene aktivnosti komandanta baze Glavne komandetraži ponudu od kvalificirane firme za otvaranje bosanskog kafe-bara sa punom uslugom u bazi Butmir, uključujući proizvode koji nisu oslobođeni poreza:
   * 1. Razne vrste kafa (bosanska kafa, filter kafa, espresso kafa, itd.)
     2. Razne čajeve (priprema raznih vrsta čaja na tradicionalni način, npr. zeleni čaj, crni čaj, mediteranski čaj, itd.)
     3. Bosanske kolače i delicije (baklava, tulumba, kadaif, itd.)
     4. Svaki dan će se za objekat dostavljati svježi pekarski proizvodi.
     5. Preporučuje se besplatna WIFI konekcija.
2. Koncesionar će poslovati kao bosanski kafe-bar u bazi Butmir.
3. Koncesionar neće djelovati kao predstavnik NATO-a/EUFOR-a, niti stvoriti bilo kakve obaveze NATO-u/EUFOR-u.
4. Koncesionar će poslovati u okviru vlastitog subjektiviteta. Od koncesionara se traži da bude sudski registriran.
5. Koncesionar će za obavljanje svojih poslovnih aktivnosti uposliti odgovarajuće i kvalificirano osoblje.
6. Koncesionar će preuzeti obavezu da predoči dokaz o osiguranju od odgovornosti prema trećim licima.
7. Uposlenici koncesionara će preko Ureda za moral i društvene aktivnosti ispunjavati obaveze iz Pravilnika za sigurnost GK EUFOR-a.
8. Predloženo radno vrijeme: svakog dana u sedmici, od 10:00 sati do 20:00 sati. O radnom vremenu će se odlučiti u skladu sa rezultatima tendera.
9. Cijene usluga:

Cijene moraju biti izložene i vidljive korisnicima usluga. Svaki korisnik usluga mora dobiti odgovarajući račun/fiskalni račun za robu i usluge kupljene u objektu, u suprotnom će roba ili usluge biti besplatni.

1. Plaćanje za prostor bit će uređeno u skladu sa tekućim propisima Ureda za moral i društvene aktivnosti, što uključuje plaćanje najamnine i komunalnih usluga. Plaćanje će započeti od trenutka preuzimanja prostora. Od koncesionara će se tražiti da mjesečno plaća najamninu Uredu za moral i društvene aktivnosti, čak i tokom perioda kada se usluge ne pružaju ili je prostor zatvoren zbog renoviranja.
2. Iznos mjesečne najamnine i računa za komunalne usluge koji se plaćaju Uredu za moral i društvene aktivnosti bit će usklađen sa trenutno važećim ugovornim odredbama.
3. Koncesionar je dužan da u trenutku početka važenja ugovora uplati tromjesečni iznos najamnine kao depozit. Ovaj iznos će biti vraćen prilikom raskida ugovora. Koncesionar može uplatiti ovaj iznos u tri rate, tokom prva četiri mjeseca.
4. Koncesionar neće imati ovlaštenje da proda svoju firmu drugim kompanijama, niti zasnuje bilo kakvo poslovno partnerstvo, bez prethodnog podnošenja zahtjeva i dobivanja odobrenja od komandanta baze GK.
5. Koncesionar je dužan poštivati sve opšte uslove za ugovaranje Ureda za moral i društvene aktivnosti komandanta baze GK EUFOR-a.
6. Koncesionar će sva sporna pitanja riješavati preko nadležnog odjela komandanta baze GK EUFOR-a (Odjel za personal ili Odjel za moral i društvene aktivnosti). Sporna pitanja pravne prirode riješavat će se preko Pravnog ureda.
7. Naziv ugovarača: šef Odjela za finansije GK EUFOR-a će odlučiti o nazivu u skladu sa rezultatima tendera.
8. Plan poslovanja: U Planu poslovanja moraju biti navedene metode i resursi koje će firma koristiti za pružanje usluga.
9. Okvirni opis predloženog pristupa izvršavanju ugovornih obaveza.
10. Planirani broj osoblja potrebnog za pružanje usluga. Svo osoblje mora posjedovati osnovno znanje engleskog jezika.
11. Opis prethodnog iskustva firme u pružanju usluga ove vrste. Firma će predočiti preporuke od drugih firmi sa kojima je imala slične ugovore.
12. Plan firme kojim će se osigurati da će biti ispunjeni zdravstveni i sanitarni uslovi za komercijalni uslužni objekat.



ANNEX B

STATEMENT OF WORK

LOT 2) MINI MARKET

CONCESSIONAIRE CONTRACT

1. The HQ Camp Commandant Morale, Welfare and Activities Office is seeking proposal from qualified company for full service/ Mini Market within Camp Butmir, which will include the non-tax-free products:
   * 1. Selling bakery product (bars, breads, breakfast product, cookies, desserts, pizza, croissant, muffins, etc.)
     2. Selling fresh fruits
     3. Selling take-away cold and hot drinks
     4. Selling chocolate, snacks, chewing gums
     5. Selling local and foreign newspapers
     6. Selling cigarettes and tobacco
     7. Selling hygiene articles
     8. Bakery products shall be delivered fresh to the shop on a daily basis.
2. The Concessionaire will operate as a Mini Market within Camp Butmir.
3. The Concessionaire will not act as NATO/EUFOR agent, or incur any liabilities to NATO/EUFOR.
4. The Concessionaire will operate under its own personality. Concessionaires are requested to have a court registration.
5. The Concessionaire shall employ suitable qualified personnel for their business.
6. The Concessionaire will be responsible to present proof of 3rd party liability insurance.
7. The Concessionaire’s employees will comply with HQ Security policy through the MWA Office
8. Proposal for hours of operation: every day in the week, opening at 1000hrs and closing time at 2000hrs. These hours of operation will be decided in accordance with tender’s results.
9. Price of service:

Prices should be posted in obvious view of customers. All customers have to receive the proper receipt/till receipt for items purchased in the premises otherwise the goods or services will be free of charge.

1. The payment for premises will be done in line with current MWA Policy; which includes rental fees and utilities fee. The payment will commence with the occupying of the premises. The Concessionaire will be requested to make the monthly rental payment to MWA Office even in the event that service is out of order or the premise is closed for renovation.
2. The monthly payments for MWA rental fee and utility fee will be in accordance with the current contract terms.
3. The Concessionaire will be required to pay three month of rent as a deposit upon opening of the contract. This amount will be repaid on termination of the contract. The Concessionaire may split the amount into three parts and pay it within the first four month.
4. The Concessionaire will not be authorized to sell their business to other companies or establish any partnership without prior request and approval of the HQ Camp Commandant.
5. The Concessionaire will be required to comply with all general contract conditions of the HQ Camp Commandant/MWA.
6. Any possible Concessionaire issues will have to be addressed through authorized HQ Camp Commandant Office (S1 and MWA). If the issues tackles legal question it will have to be addressed to Legal Office.
7. Contractor name:HQ EUFOR – J8 CO will decide it in accordance with tender’s results.
8. Management plan: The management plan must specify the methods and resources to be used by the company for the performance of the service.
9. An outline of the approach proposed for contract implementation.
10. The expected number of personnel required in the performance of the service, all staff must have basic knowledge of English.
11. A description of the experience of the company in running this service. Company shall provide references from companies where they have carried out similar contracts.
12. Company’s Plan to ensure health and hygiene requirements to meet for commercial service facility.



ANEKS B

OPIS ZAHTJEVA

LOT 2) MINI MARKET

KONCESIONI UGOVOR

1. Ured za moral i društvene aktivnosti komandanta baze Glavne komandetraži ponudu kvalificirane firme za otvaranje trgovačke radnje sa punom uslugom u bazi Butmir, uključujući proizvode koji nisu oslobođeni poreza:
   * 1. Prodaja pekarskih proizvoda (štapići, razne vrste hljeba, pecivo za doručak, kolači, deserti, pica, kifle, čajno pecivo, itd.)
     2. Prodaja svježeg voća
     3. Prodaja hladnih i toplih napitaka za ponijeti
     4. Prodaja čokolade, grickalica, žvakaćih guma
     5. Prodaja domaćih i stranih novina
     6. Prodaja cigareta i duhana
     7. Prodaja higijenskih proizvoda
     8. Svježi pekarski proizvodi će se dostavljati u radnju svakoga dana.
2. Koncesionar će obavljati djelatnost dućana u bazi Butmir.
3. Koncesionar neće djelovati kao predstavnik NATO-a/EUFOR-a, niti će stvoriti bilo kakve obaveze NATO-u/EUFOR-u.
4. Koncesionar će poslovati u okviru vlastitog subjektiviteta. Od koncesionara se traži da bude registriran u sudu.
5. Koncesionar će za obavljanje svojih poslovnih aktivnosti uposliti osoblje sa odgovarajućim kvalifikacijama.
6. Koncesionar će preuzeti obavezu da predoči dokaz o osiguranju od odgovornosti prema trećim licima.
7. Uposlenici koncesionara će preko Ureda za moral i društvene aktivnosti ispunjavati obaveze iz Pravilnika za sigurnost GK EUFOR-a.
8. Predloženo radno vrijeme: svakog dana u sedmici, od 10:00 sati do 20:00 sati. O radnom vremenu će se odlučiti u skladu sa rezultatima tendera.
9. Cijene usluga:

Cijene moraju biti izložene i vidljive korisnicima usluga. Svaki korisnik usluga mora dobiti odgovarajući račun/fiskalni račun za robu i usluge kupljene u objektu, u suprotnom će roba ili usluge biti besplatni.

1. Plaćanje za prostor bit će uređeno u skladu sa tekućim propisima Ureda za moral i društvene aktivnosti, što uključuje plaćanje najamnine i komunalnih usluga. Plaćanje će započeti od trenutka preuzimanja prostora. Od koncesionara će se tražiti da mjesečno plaća najamninu Uredu za moral i društvene aktivnosti, čak i tokom perioda kada se usluge ne pružaju ili je prostor zatvoren zbog renoviranja.
2. Iznos mjesečne najamnine i računa za komunalne usluge koji se plaćaju Uredu za moral i društvene aktivnosti bit će usklađen sa trenutno važećim ugovornim odredbama.
3. Koncesionar je dužan da u trenutku početka važenja ugovora uplati tromjesečni iznos najamnine kao depozit. Ovaj iznos će biti vraćen prilikom raskida ugovora. Koncesionar može uplatiti ovaj iznos u tri rate, tokom prva četiri mjeseca.
4. Koncesionar neće imati ovlaštenje da proda svoju firmu drugim kompanijama, niti zasnuje bilo kakvo poslovno partnerstvo, bez prethodnog podnošenja zahtjeva i dobivanja odobrenja od komandanta baze GK.
5. Koncesionar je dužan poštivati sve opšte uslove za ugovaranje Ureda za moral i društvene aktivnosti komandanta baze GK EUFOR-a.
6. Koncesionar će sva sporna pitanja riješavati preko nadležnog odjela komandanta baze GK EUFOR-a (Odjel za personal ili Odjel za moral i društvene aktivnosti). Sporna pitanja pravne prirode riješavat će se preko Pravnog ureda.
7. Naziv ugovarača: šef Odjela za finansije GK EUFOR-a će odlučiti o nazivu u skladu sa rezultatima tendera.
8. Plan poslovanja: U Planu poslovanja moraju biti navedene metode i resursi koje će firma koristiti za pružanje usluga.
9. Okvirni opis predloženog pristupa izvršavanju ugovornih obaveza.
10. Planirani broj osoblja potrebnog za pružanje usluga. Svo osoblje mora posjedovati osnovno znanje engleskog jezika.
11. Opis prethodnog iskustva firme u pružanju usluga ove vrste. Firma će predočiti preporuke od drugih firmi sa kojima je imala slične ugovore.
12. Plan firme kojim će se osigurati da će biti ispunjeni zdravstveni i sanitarni uslovi za komercijalni uslužni objekat.

***ANNEX C:* Price proposal for: LOT 1 – Bosnian Coffee Bar Shop**

Page No **[**…..of…..**]**

**PUBLICATION REFERENCE: HQ EUFOR/CONCESSIONARIES/2016-MWA/002 NAME OF THE BIDDER:** …………………

|  |  |  |  |
| --- | --- | --- | --- |
| **A** | **B** | **C** | **D** |
| **Article** | **unit of measure** | **Description of article** | **Unit costs**  **EUROS CURRENCY** |
| **1** | **EA** |  |  |
| **2** | **EA** |  |  |
|  |  |  |  |

Note: prices annotated will be Value Added tax (VAT) zero rated.

**Done at:………………………, ……/…..../…... by ………………………**

**On behalf of : ………………………… *Bidders's stamp and signature:***

# *ANNEX C:* Price proposal for: LOT 2 – MINI MARKET

Page No **[**…..of…..**]**

**PUBLICATION REFERENCE: HQ EUFOR/CONCESSIONARIES/2016-MWA/002** **NAME OF THE BIDDER:** …………………

|  |  |  |  |
| --- | --- | --- | --- |
| **A** | **B** | **C** | **D** |
| **Article** | **unit of measure** | **Description of article** | **Unit costs**  **EUROS CURRENCY** |
| **1** | **EA** |  |  |
| **2** | **EA** |  |  |
|  |  |  |  |

Note: prices annotated will be Value Added tax (VAT) zero rated.

**Done at:………………………, ……/…..../…... by ………………………**

**On behalf of : ………………………… *Bidders's stamp and signature:***

**ANNEX D**

# BID FORM FOR A CONCESSIONAIRE CONTRACT

Publication reference: HQ EUFOR/CONCESSIONAIRES/2016-MWA/002

Title of contract: CONCESSIONAIRE CONTRACT

□ LOT 1. BOSNIAN COFFEE BAR SHOP

□ LOT 2. MINI MARKET

[Please indicate your choice with X ]

**Place and date:**

**A: HQ EUFOR J8, Camp Butmir, Bldg 225, Ilidza 71210, BH**

**1 SUBMITTED BY**

|  |  |  |
| --- | --- | --- |
|  | **Name of Bidder** | **Nationality (\*)** |
| **Company** |  |  |
|  |  |  |
|  |  |  |

(\*) where the company is registered

**2 CONTACT PERSON (for this Bid)**

|  |  |
| --- | --- |
| **Name** |  |
| **Address** |  |
| **Telephone** |  |
| **Fax** |  |
| **E-mail** |  |

3 **BIDDER'S DECLARATION**

**To be completed and signed by the bidder.**

In response to your letter of invitation to bid 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 bid

HQ EUFOR/CONCESSIONAIRES/2016-MWA/002 for :

* LOT 1 – BOSNIAN COFFEE BAR SHOP
* LOT 2 – MINI MARKET

We hereby accept its provisions in their entirety, without reservation or restriction.

**2** We offer to perform, in accordance with the terms of the bidding dossier and the conditions and time limits laid down, without reserve or restriction

**3** Our bid is valid for a period of 90 days from the final date for submission of bids, i.e. until 30 Jan 2017

**4** Our firm/company [*and our consortium partners*] has/have the following nationality:

**[**……………………………………………………………………**]**

**5** We are making this application in our own right and led by ourselves for this bid. We confirm that we are not bidding for the same contract in any other form. .

**6** 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.

**7**  We note that the Contracting Authority is not bound to proceed with this invitation to bid 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 bid includes the following annexes:

[*Numbered list of annexes with titles*]

# *ANNEX E: LIST OF PERSONNEL* (Contractor’s staff to be employed on the Contract)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name of person** | **Proposed position** | **Years of experience** | **Age** | **Educational background** | **Basic English knowledge**  **(yes/no)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |