

*Ministro de Relaciones Exteriores, Comercio Internacional y Culto*

BUENOS AIRES, 3 de agosto de 2006

Excelencia:

Tengo el honor de dirigirme a usted para referirme a algunos aspectos relativos a la aplicación del Acuerdo por Canje de Notas para la Realización de un Estudio de Factibilidad sobre la remoción de las minas terrestres en las Islas Malvinas (Falkland Islands), celebrado el 11 de octubre de 2001 entre la República Argentina y el Reino Unido de Gran Bretaña e Irlanda del Norte bajo fórmula de soberanía.

Al respecto, tengo el honor de efectuar las siguientes propuestas:

1. Será aplicable al presente Canje de Notas y a todas sus consecuencias la fórmula de soberanía acordada en el párrafo 1 del Acuerdo por Canje de Notas del 11 de octubre de 2001.

2. La munición sin explotar (UXO) existente en las áreas minadas en las Islas Malvinas (Falkland Islands) se considerarán incluidas dentro del ámbito de aplicación del Acuerdo por Canje de Notas para la Realización de un Estudio de Factibilidad sobre la remoción de las minas terrestres en las Islas Malvinas (Falkland Islands) del 11 de octubre de 2001. De acuerdo con el párrafo 4.10 de los Estándares Internacionales para las Operaciones de Desminado Humanitario (Glosario, Segunda Edición), las municiones sin explotar son las municiones explosivas que han sido cebadas, espoleteadas o armadas o de otra manera preparadas para su uso o empleo, o utilizadas. Pueden haber sido disparadas, dispersadas, lanzadas o proyectadas y aún permanecen sin explotar, ya sea en razón de su mal funcionamiento o diseño o por cualquier otro motivo.

A S.E. el Sr. Embajador  
del Reino Unido de Gran Bretaña  
e Irlanda del Norte,  
Edgard John HUGHES  
BUENOS AIRES

3. El Grupo de Trabajo Conjunto (GTC) dispondrá lo necesario para adjudicar contratos a terceros para la realización de las tareas identificadas por ese Grupo en el Punto 4 de las Acciones Acordadas en su Décima Reunión, de conformidad con el siguiente procedimiento:

A. El GTC invitará a las empresas y organizaciones no gubernamentales que éste considere elegibles a cotizar la realización de las tareas mencionadas incluidas en el Estudio Principal del Estudio de Factibilidad. Identificará a no menos de cinco potenciales oferentes, a los que informará sobre el proyecto de contrato incluyendo la “Declaración de Requerimiento” y la “Notificación del GTC sobre aspectos operativos relacionados con el cumplimiento del contrato” (Anexo 1), los “Criterios para la Adjudicación del Contrato” (Anexo 2) y la “Invitación a Cotizar” (Anexo 3).

B. Tales cotizaciones deberán comprender todos los costos implícita o explícitamente involucrados en la realización de las referidas tareas, incluyendo la totalidad de los seguros que resulten necesarios a efectos de realizarlas.

C. El GTC propondrá a los respectivos Gobiernos la contratación de la empresa o empresas u organización u organizaciones no gubernamentales seleccionada por el GTC sobre la base de los “Criterios para la Adjudicación del Contrato”.

D. Una vez que el GTC haya recibido la aprobación de los dos Gobiernos a la propuesta a la que se refiere el punto 3.C. anterior, el Gobierno de la República Argentina procederá a celebrar el contrato con la empresa o empresas u organización u organizaciones no gubernamentales seleccionadas de conformidad con los términos establecidos en el Anexo 2. Los dos Gobiernos reconocen que se aplica a cualquier resultado del mecanismo de solución de controversias previsto en ese contrato la “Convención sobre reconocimiento y ejecución de sentencias arbitrales extranjeras” adoptada en Nueva York el 10 de junio de 1958, y que –de acuerdo con lo dispuesto por ese contrato- las demandas relativas a la ejecución o reconocimiento de las sentencias arriba mencionadas serán exclusivamente entabladas ante la jurisdicción correspondiente al Estado de la parte demandada. Ningún otro tipo de demanda relacionada con la sentencia arbitral será entablada ante ningún tribunal nacional. Se aplicará el mismo mecanismo de solución de controversias, incluyendo las negociaciones entre el GTC y la empresa, en todos sus aspectos, a cualquier disputa derivada de la Invitación a Cotizar y la adjudicación del contrato.

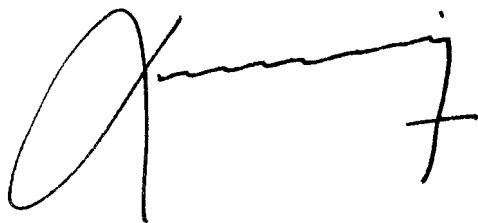
E. El GTC supervisará y evaluará el cumplimiento del contrato e informará a ambos Gobiernos sobre el resultado de las tareas realizadas.

F. El informe del contratista y todo otro documento que emane del contrato será propiedad intelectual, incluyendo los derechos de autor, de ambos Gobiernos para su utilización de cualquier modo que éstos respectivamente estimen pertinente. No obstante, la publicación o cita parcial o total de dicho informe o documentos requerirá el acuerdo de ambos Gobiernos, excepto que se efectúe ante el Congreso de la Nación Argentina o el Parlamento británico.

G. El GTC elevará a ambos Gobiernos el Informe Final que debe elaborar según lo previsto en el punto 3.3. del Acuerdo por Canje de Notas del 11 de octubre de 2001, junto con una rendición de cuentas detallada, aplicando todos los acuerdos y entendimientos sobre aspectos financieros alcanzados por los Gobiernos y el GTC. Concluirá sus funciones una vez recibida la aprobación de dichos documentos por parte de los dos Gobiernos.

Si las propuestas detalladas con anterioridad resultan aceptables para el Gobierno del Reino Unido, tengo el honor de proponerle que esta Nota y la respuesta afirmativa de Vuestra Excelencia, constituyan un acuerdo alcanzado por nuestros Gobiernos, el que entrará en vigor en el día de la fecha de su nota de respuesta.

Hago propicia esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a long, horizontal stroke that ends in a vertical line and a small hook.

## ANEXO 1 – PROYECTO DE CONTRATO

En la ciudad de París, a los \*\* días del mes de (octubre) de 2006, el Gobierno argentino, representado en este acto por \*\*, y (la empresa), representada por \*\*, convienen en celebrar el presente contrato, que se regirá por las cláusulas que se estipulan a continuación.

1. Las dos Partes Contratantes reconocen que el presente contrato se celebra en el marco de los Acuerdos por Canje de Notas celebrados bajo fórmula de soberanía para la Realización de un Estudio de Factibilidad sobre la remoción de las minas terrestres en las Islas Malvinas (Falkland Islands) del 11 de octubre de 2001 y para el Establecimiento de Procedimientos Contractuales del 3 de agosto de 2006 entre la República Argentina y el Reino Unido de Gran Bretaña e Irlanda del Norte, que se agregan como Agregado 2.

2. (La empresa) conviene en realizar las tareas descriptas en la Declaración de Requerimiento (Parte 1). (La empresa) conviene en presentar al Grupo de Trabajo Conjunto (GTC), creado por el Acuerdo por Canje de Notas del 11 de octubre de 2001, antes del día 31 de marzo de 2007, un informe sobre la realización de todas las tareas que se describen en la Declaración de Requerimiento.

3. El Gobierno argentino paga en este acto la suma de \*\*\*\* en concepto de pago total y definitivo, no sujeto a reajuste alguno, por la realización de los trabajos mencionados en la cláusula precedente. (La empresa) reconoce expresamente en este acto que el Gobierno argentino no le adeuda suma alguna y que, con dicho pago, el Gobierno argentino ha cumplido todas y cada una de las obligaciones que le pudieran ser exigidas por la empresa.

4. (La empresa) acepta en todos sus términos y sin condición alguna lo informado en el documento elaborado por el GTC titulado “Notificación del GTC al contratista sobre aspectos operativos relativos al cumplimiento del contrato” (Agregado 1), el cual se adjunta al presente. La República Argentina no asume responsabilidad alguna por el cumplimiento de la información contenida en dicho documento.

5. La República Argentina no asume responsabilidad alguna por cualquier daño o pérdida que pudiera sufrir la empresa o sus subcontratistas como resultado del cumplimiento del presente contrato.

6. (La empresa) contratará seguros adecuados respecto de propiedades, con una cobertura de cien mil libras esterlinas (£ 100.000,00) por incidente durante la totalidad de las fases del reconocimiento del terreno.

7. A todos los efectos derivados del presente contrato, las Partes Contratantes constituyen domicilio en: el Gobierno de la República Argentina en la sede del Ministerio de Relaciones Exteriores, Comercio Internacional y Culto, sito en la calle Esmeralda N° 1212 de la Ciudad Autónoma de Buenos Aires, Código Postal 1007; (la empresa) en \*\*\*\*\*. Las notificaciones que fuera necesario remitir al GTC establecido por el Canje de Notas del 11 de octubre de 2001 serán cursadas al primero de los domicilios arriba consignados.



8. (La empresa) se compromete a adoptar todas las medidas necesarias para asegurar la confidencialidad de todo dato e información contenida en el presente contrato así como de la información que pueda recibir o adquirir como consecuencia del cumplimiento del presente contrato.

9. En representación del GTC, la República Argentina tendrá plenos derechos de autor de todo documento o informe provisto por la empresa como parte del presente contrato.

10. (La empresa) se compromete a mantener a todo el personal incluido en la presentación de su oferta durante todas las etapas del cumplimiento del contrato. Si por motivos ajenos al control de la empresa resultara necesario un cambio de personal, (la empresa) requerirá el acuerdo escrito del Gobierno argentino en representación del GTC.

11. (La empresa) no tomará contacto, directa ni indirectamente, con los medios de comunicación respecto de cualquier aspecto relacionado con el contrato sin el consentimiento expreso del Gobierno argentino en representación del GTC.

12. Cualquier controversia, litigio o reclamación resultante de este contrato o relativo a este contrato, incluyendo su adjudicación, incumplimiento, interpretación, resolución o nulidad será resuelto mediante negociaciones entre el GTC establecido por el Canje de Notas del 11 de octubre de 2001 y (la empresa).

Si tal controversia, litigio o reclamación no pudiera ser resuelto durante un plazo de 180 días contados desde el inicio de las negociaciones, cualquiera de las dos Partes Contratantes del presente contrato podrá someterlo exclusivamente a un tribunal arbitral ad hoc de conformidad con el "Reglamento de Arbitraje de la Comisión de las Naciones Unidas para el Derecho Mercantil Internacional", adoptado por la Asamblea General de las Naciones Unidas mediante la Resolución 31/98 del 15 de diciembre de 1976. El tribunal arbitral estará compuesto por tres árbitros. El arbitraje tendrá lugar en la ciudad de París en idiomas español e inglés.

Las normas de fondo a ser aplicadas por el tribunal serán exclusivamente las que deriven: a) del Acuerdo por Canje de Notas celebrado entre la República Argentina y el Reino Unido el 11 de octubre de 2001 para la Realización de un Estudio de Factibilidad sobre la remoción de las minas terrestres en las Islas Malvinas (Falkland Islands) que resulten aplicables al contrato; b) del Acuerdo por Canje de Notas celebrado entre la República Argentina y el Reino Unido el 3 de agosto de 2006 sobre aspectos contractuales y la inclusión de la munición sin explotar (UXO) dentro del alcance del Estudio de Factibilidad que resulten aplicables al contrato; c) las disposiciones del presente contrato; y d) los Principios sobre los Contratos Comerciales Internacionales de UNIDROIT (2004) que regirán el presente contrato en lo referido a toda cuestión no regulada por los instrumentos arriba mencionados.

Ambas Partes Contratantes del presente contrato se obligan a recurrir exclusivamente a la jurisdicción correspondiente al Estado de la parte demandada a todos los efectos relacionados con la sentencia del tribunal arbitral en lo referido a su ejecución y reconocimiento. Ningún otro tipo de demanda relacionada con la sentencia arbitral será entablada ante ningún tribunal nacional. A todo resultado del mecanismo de solución de disputas contenido en el presente contrato se aplicará la "Convención

sobre reconocimiento y ejecución de sentencias arbitrales extranjeras”, adoptada en Nueva York el 10 de junio de 1958.

[FIRMAS de la empresa y el Gobierno argentino]

## DECLARACIÓN DEL GOBIERNO BRITÁNICO

1  
El Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte declara en este acto que el presente contrato entre el Gobierno de la República Argentina y (la empresa) se celebra en cumplimiento de los Acuerdos por Canje de Notas celebrados bajo fórmula de soberanía para la Realización de un Estudio de Factibilidad sobre la remoción de las minas terrestres en las Islas Malvinas (Falkland Islands) del 11 de octubre de 2001; y para el establecimiento de procedimientos contractuales del 3 de agosto de 2006 entre la República Argentina y el Reino Unido de Gran Bretaña e Irlanda del Norte; y que el texto de este contrato ha sido acordado por el Grupo de Trabajo Conjunto establecido mediante el primero de tales Acuerdos por Canje de Notas.

[FIRMA del Gobierno británico]

## PARTE 1 – DECLARACIÓN DE REQUERIMIENTO

### 1. MARCO GENERAL DEL PROYECTO

Los Gobiernos de la República Argentina y del Reino Unido de Gran Bretaña e Irlanda del Norte suscribieron en Buenos Aires, el 11 de octubre de 2001, un Acuerdo por Canje de Notas para la Realización de un Estudio de Factibilidad sobre la Remoción de las Minas Terrestres en las Islas Malvinas (Falkland Islands).

Ambos Gobiernos suscribieron, asimismo, en Buenos Aires el 3 de agosto de 2006, un Acuerdo por Canje de Notas sobre la inclusión de la munición sin explotar (UXO) en el ámbito de aplicación del Acuerdo por Canje de Notas de 2001 y sobre el establecimiento de procedimientos contractuales para la realización de ciertas tareas del Estudio Principal del Estudio de Factibilidad.

Los dos Acuerdos por Canje de Notas arriba mencionados están cubiertos por la fórmula de soberanía que salvaguarda las posiciones argentina y británica respecto de la disputa de soberanía sobre las Islas Malvinas (Falkland Islands), Georgias del Sur y Sandwich del Sur y los espacios marítimos circundantes, y fueron celebrados a la luz de las obligaciones emanadas de la Convención sobre la Prohibición del Empleo, Almacenamiento, Producción y Transferencia de Minas Antipersonal y sobre su Destrucción del 10 de diciembre de 1997 (de aquí en adelante denominada "Convención de Ottawa").

### 2. OBJETIVO GENERAL DEL CONTRATO

El Estudio de Factibilidad consiste de un Estudio Preliminar (ya realizado), un Estudio Principal que incluye un reconocimiento del terreno en las Islas Malvinas (Falkland Islands), y un Informe Final. El reconocimiento del terreno, que incluye un informe escrito de la información recolectada, será otorgado en un solo contrato.

El objetivo del reconocimiento del terreno es proveer una evaluación detallada de la disponibilidad y conveniencia de los métodos y técnicas normalmente utilizadas para la detección, remoción y disposición de las minas terrestres y la munición sin explotar (UXO), proveer una evaluación de los riesgos ambientales potenciales, y estimar los costos para cada método de limpieza y para la recuperación ambiental.

Este contrato cubre únicamente el reconocimiento del terreno y el informe del reconocimiento del terreno. A los fines del presente contrato, el contratista seleccionado para realizar el reconocimiento del terreno estará excluido de presentar ofertas para cualquier requerimiento subsiguiente.

### 3. DETALLES DEL ALCANCE DE LAS TAREAS

#### 3.1. Aplicación de las Normas Internacionales sobre Desminado Humanitario

De conformidad con el Acuerdo por Canje de Notas del 11 de octubre de 2001, los Gobiernos de la República Argentina y del Reino Unido han acordado utilizar los

Estándares Internacionales para las Operaciones de Desminado Humanitario (IMAS)<sup>1</sup>. La IMAS 08.10 – Evaluación General- será utilizada como la base del reconocimiento del terreno.

### **3.2. Apoyo para la disposición de explosivos (EOD)**

El apoyo para la disposición de explosivos (EOD) será provisto al Contratista por personal apropiado en las Islas Malvinas (Falkland Islands), de conformidad con las instrucciones establecidas en la Notificación del Grupo de Trabajo Conjunto al Contratista sobre aspectos operativos relacionados con el cumplimiento del contrato, que se adjunta.

### **3.3. Terminología**

A continuación se incluyen algunas definiciones formales tomadas de las IMAS, con una explicación de su relevancia respecto de las Islas Malvinas (Falkland Islands).

**3.3.1. Evaluación General:** *“Es un proceso continuo por el cual puede obtenerse un amplio inventario de todas las ubicaciones, informadas o sospechadas, de la contaminación de minas y UXO, de las cantidades y tipos de peligros explosivos e información sobre las características locales de suelo, vegetación y clima; y una evaluación de la escala e impacto del problema de minas terrestres sobre las comunidad individual y el país”.*

El proceso de evaluación general se ha realizado durante varios años y se ha obtenido una cantidad considerable de datos. No se tratará tanto de una tarea de recolección de información sino de recopilación de la ya existente y de su análisis subsiguiente.

**3.3.2. Área minada:** *“Área que es peligrosa dada la presencia de minas o la sospecha de su presencia”.*

Se prefiere utilizar el término “área minada” a “campo minado” dado que su definición describe con mayor precisión la situación existente en las Islas Malvinas (Falkland Islands).

El Reino Unido ha informado al GTC que todas las áreas minadas están marcadas en el terreno por alambrados comunes para ganado, con postes de madera, alambre de grueso espesor y señales de marcación de campo minado. Todas ellas están indicadas como áreas rojas en los mapas de escala 1:25.000 disponibles. También se encuentra disponible una tabla de referencia de las áreas marcadas con la información de minas y munición sin explotar (UXO) dentro de cada área.

Se tiene muy poco conocimiento sobre las minas en algunas de las áreas minadas. Es bastante probable que algunas de ellas no contengan ninguna. Cuando fueron colocadas las cercas, los soldados que efectuaron la limpieza pudieron no haber tenido confianza suficiente en que todas las minas habían sido removidas y permitirles así retirar las cercas. Resulta posible que algunas áreas fueron cercadas por la presencia de “indicadores de combate”, tales como embalajes vacíos de minas (en los

<sup>1</sup> Las IMAS pueden obtenerse via [www.mineclearancestandards.org](http://www.mineclearancestandards.org). Estas normas son actualizadas periódicamente y el website mostrará la última versión.



cuales las minas habían sido transportadas). Tales indicadores pudieron ser motivo de preocupación por haber permitido pensar en la presencia de minas aunque no hubieran sido vistas. En algunos casos, es posible que en áreas que aún permanecen cercadas no haya minas.

En algunas de las áreas minadas de mayor extensión, si es que contienen algo, es probable que el área real de minas sea una pequeña proporción del espacio cercado. En algunos casos, los soldados que colocaron las cercas originales pudieron haber utilizado los alambrados ya existentes como un método expeditivo a corto plazo.

Algunas áreas minadas están sobre la arena y algunas pocas de éstas, son playas caracterizadas por el movimiento de dunas. En estos últimos casos, es posible que algunas minas se hayan desplazado.

**3.3.3. Munición sin Explotar - UXO (Unexploded Ordnance):** *“Es el artefacto explosivo que ha sido cebado, fusionado, armado o de alguna otra forma preparado para su uso o que ha sido usado con anterioridad. Puede haber sido disparado, depositado, lanzado o proyectado y aún permanece sin detonar, ya sea por mal funcionamiento, diseño u otras causas”.*

El Reino Unido ha informado al GTC que una cantidad considerable de munición sin explotar (UXO) permaneció luego del conflicto y que gran parte de ella fue limpiada utilizando técnicas de limpieza del campo de batalla, principalmente por búsqueda visual.

Puede aún haber alguna munición sin explotar (UXO) que no haya sido limpiada fuera de las áreas minadas y habrá munición sin explotar (UXO) dentro de las áreas minadas, posiblemente incluyendo submuniciones BL 755. La presencia y la subsiguiente destrucción de la munición sin explotar (UXO) dentro del perímetro de las áreas minadas deben ser incluidas al considerar técnicas de limpieza apropiadas.

**3.3.4. Mina:** *“Es la munición diseñada para ser colocada debajo, sobre o cerca de la superficie del terreno o de otra superficie cualquiera y concebida para explotar por la presencia, proximidad o el contacto de alguna persona o vehículo.”*

No se sabe con exactitud la cantidad real de minas contenidas dentro de las áreas minadas. La República Argentina ha declarado a las Naciones Unidas que durante el conflicto de 1982 se plantaron 20.000 minas antipersonal y 5.000 minas antitanque.

El número exacto de minas es irrelevante dado que cada área minada representa hoy una “zona de miedo” y todas ellas deben ser limpiadas, independientemente del número de minas que contenga cada una de ellas. Se tiene conocimiento de que los siguientes tipos de minas fueron utilizados por las tropas en las Islas Malvinas (Falkland Islands):

Designación	AP/AT	Metal	Origen	Observaciones
C-3-B	AT	Sí	España	
P-4-B	AP	Sí	España	
SB-81	AT	Sí	Italia	
SB-33	AP	Sí	Italia	

N° 6	AT	No	Israel	Copia de la TMN 46 (rusa)
N° 4	AP	No	Israel	Carcaza plástica, interruptores metálicos
FMK-1	AP	Sí	Argentina	
FMK-2	AT	Si	Argentina	
M1A1	AT	No	EE.UU.	fabricación 1944
<i>Elsie</i>	<i>AP</i>	<i>NO</i>	<i>Reino Unido</i>	

El Reino Unido ha informado al GTC que instaló 3 campos minados, inmediatamente luego del cese de hostilidades. Todos fueron levantados en 1986 excepto una sola mina (*Elsie*) que no pudo ser hallada. Luego de intensas búsquedas realizadas en el área, la mina aún no ha sido encontrada. Esta área aún está cercada y formará parte de un eventual proyecto de limpieza y, por ello, debe integrar el reconocimiento del terreno.

**3.3.5. Trampa explosiva:** *“Es un dispositivo explosivo o no explosivo o de otro material, deliberadamente colocado para causar bajas cuando un objeto, aparentemente inofensivo, es alterado o cuando se realiza una acción que normalmente es segura”.*

El Reino Unido ha informado al GTC que se tiene conocimiento de que algunas áreas minadas han contenido trampas explosivas, normalmente granadas de mano unidas a un alambre de tracción. Algunas trampas explosivas todavía podrían permanecer en su lugar.

### **3.4. Alcance de la estrategia**

El Reino Unido ha informado al GTC su evaluación de que las Islas Malvinas (Falkland Islands) constituyen un medioambiente en el cual todo el terreno se considera seguro, excepto aquellos lugares marcados como áreas minadas. Por ello, se espera que el reconocimiento del terreno incluya el análisis de limpieza del 100% de las minas terrestres y munición sin explotar (UXO) mediante la total excavación de las áreas minadas hasta una capa impermeable<sup>2</sup> a la que pueda haber llegado una mina que se pueda desplazar, junto con otras opciones aceptables por las IMAS.

### **3.5. Movilización previa al inicio**

El Contratista deberá:

- Confirmar que cuenta con los registros y licencias pertinentes para llevar a cabo los trabajos indicados en el contrato.
- Confirmar que cuenta con todos los seguros requeridos que incluyen -sin limitarse a ello- accidentes, repatriación médica, responsabilidad ante terceros y responsabilidad del empleador.

<sup>2</sup> En este contexto, se define “impermeable” como una capa geológica que no puede ser penetrada por una mina en movimiento.

- Comprometerse a realizar una adecuada evaluación sobre los peligros y riesgos que probablemente enfrenten, durante el contrato, los miembros del equipo del reconocimiento del terreno.

### **3.6. Movilización**

Sin perjuicio de las fechas clave del programa (Punto 6 siguiente), el Contratista deberá estar en condiciones de encontrarse plenamente trasladado a las Islas Malvinas (Falkland Islands) dentro de las dos semanas a partir de la firma del contrato.

### **3.7. Comienzo de las tareas**

El Gerente Técnico del Proyecto confirmará la fecha precisa del comienzo de las tareas y otros detalles, incluyendo la coordinación de vuelos hacia y desde las islas.

## **4. LA TAREA**

### **4.1. Introducción**

El reconocimiento del terreno consta de tres fases: el análisis previo al despliegue; el reconocimiento en las Islas Malvinas (Falkland Islands); y el informe sobre los datos obtenidos del reconocimiento del terreno. El contratista debe tener en cuenta que el tiempo de permanencia en las islas será limitado y que puede verse afectado por las condiciones meteorológicas. Por lo tanto, es muy importante la flexibilidad que debe tener el plan de trabajo durante la permanencia en las islas.

Dada la lejanía, una vez que el equipo a cargo del reconocimiento del terreno deje las islas, resultará difícil obtener la información que debería haber sido recolectada durante el reconocimiento del terreno. Bajo ninguna circunstancia se enmendará el contrato para permitir una segunda visita.

### **4.2. Análisis previo al despliegue**

El Gerente Técnico del Proyecto suministrará al Contratista toda la información disponible sobre cantidad de áreas minadas, su ubicación y contenidos estimados según tipo de artefacto.

### **4.3. Perímetros de las áreas minadas**

El perímetro de las áreas minadas habrá sido evaluado con precisión hacia la fecha de realización del reconocimiento del terreno y será puesto a disposición del Contratista. Para cada área minada se requiere un plano en escala 1:10.000 mostrando su perímetro.

### **4.4. Medio Ambiente**

El reconocimiento del terreno deberá:

- Catalogar el estado ambiental de cada área minada con, al menos, la siguiente información:

Una evaluación geológica del área para identificar las características del suelo subyacente que fundamentará cualquier propuesta de mitigación. Ello podría hacerse utilizando recursos basados en cartografía o bien a partir de la inspección visual solamente.

Realizar un estudio de la flora dentro de las áreas afectadas de un nivel acorde con la Clasificación Vegetal Internacional.

Realizar un estudio de la fauna, conforme a la clasificación internacional o equivalente, dentro de las áreas minadas y áreas adyacentes a éstas, incluyendo un análisis de todas las especies que posiblemente se vean afectadas por las técnicas de limpieza recomendadas.

Deberá decidirse el mejor camino de acceso para vehículos y equipos a cada área minada y se realizará una estimación del daño que posiblemente se cause a lo largo de dicho camino.

Identificar propuestas de restablecimiento para todas las áreas minadas.

Considerar las mejores opciones para la restauración posterior a la limpieza en cada sitio, las cuales deberían considerar como mínimo el traslado de los hábitats de flora y fauna, así como la dispersión de recortes.

Considerar la restauración para la fauna en los sitios y sus adyacencias, la cual incluirá, como mínimo, disturbios sonoros y estaciones de reproducción.

#### **4.5. Evaluación técnica**

La evaluación técnica del Contratista deberá incluir una evaluación de los métodos y técnicas que se consideren convenientes para la detección, remoción y disposición de las minas terrestres y munición sin explotar (UXO) en las Islas Malvinas (Falkland Islands). Se espera que el Contratista visite cada área minada accesible.

Aunque el reconocimiento del terreno no esté limitado a estas técnicas y métodos, considerará la posibilidad de utilizar:

- Sistemas de detección;
- Técnicas de desminado manual;
- Sistemas mecánicos.

El reconocimiento del terreno no considerará técnicas que pudieran causar daños incontrolables al medio ambiente, tales como:

- Quema de turba en lugares donde existan minas.
- Uso de defoliantes químicos.

La evaluación técnica del contratista deberá incluir todos los componentes de equipos, sistemas y mano de obra. Cuando corresponda, los equipos y sistemas específicos deberían ser nombrados.

#### **4.6. Análisis de costos y riesgos**

El reconocimiento del terreno evaluará los costos y riesgos, incluyendo los riesgos ambientales, de cada opción identificada como técnicamente factible y presentará un análisis del costo-beneficio, a fin de establecer un orden de preferencia para las varias opciones.

#### **4.7. Prioridad de limpieza**

El reconocimiento del terreno deberá recomendar un orden de prioridad entre las áreas minadas para la remoción de minas terrestres y munición sin explotar (UXO), teniendo en cuenta la proximidad a los centros de población y basado en la más eficiente utilización de los recursos humanos, materiales y financieros que se requieran.

#### **4.8. Cuestiones adicionales**

**4.8.1. Tratamiento de cualquier elemento explosivo localizado:** En la eventualidad de que una mina o una munición sin explotar (UXO) sea hallada durante el reconocimiento del terreno, no deberá ser tocada ni movida y deberá informarse su localización de acuerdo con las indicaciones oportunamente impartidas en el punto 3.2 y de conformidad con las instrucciones obrantes en la Notificación del GTC al contratista sobre aspectos operativos relacionados con el cumplimiento del contrato, que se anexa al presente.

**4.8.2. Seguridad de Calidad y Control de Calidad:** Este requerimiento tiene dos aspectos: uno para el reconocimiento del terreno en sí mismo y otro para cualquier trabajo de desminado subsiguiente.

Para el reconocimiento del terreno en sí mismo, el Contratista deberá asegurar que la calidad de su trabajo sea lo más alta que resulte prácticamente posible.

Para cualquier trabajo de desminado subsiguiente, el reconocimiento del terreno deberá considerar de qué forma la calidad de una remoción resulta compatible con la IMAS relevante, incluyendo el nivel del 100% (ver punto 3.4.). Ello debe estar incluido en el borrador del Alcance de las Tareas a ser provisto al concluir el reconocimiento del terreno (ver punto 8.2.2.).

### **5. ASPECTOS LOGÍSTICOS**

#### **5.1. Aspectos a cargo del Grupo de Trabajo Conjunto**

**5.1.1. Transporte:** Se proveerá transporte de acuerdo con las instrucciones establecidas en la Notificación del GTC al contratista sobre aspectos operativos relacionados con el cumplimiento del contrato, que se adjunta.

**5.1.2. Personal:** No más de dos (2) monitores por cada país acompañarán al Contratista durante el reconocimiento del terreno. El GTC acordará, por adelantado, los nombres de los monitores.

**5.1.3. Mapas, planos e informes:** El Gerente Técnico del Proyecto proveerá al Contratista de mapas y planos generales de las islas y de los datos geotécnicos.

## **5.2. Aspectos a cargo del Contratista**

El Contratista proveerá todos los equipos, materiales y servicios no provistos por el GTC. El Contratista debe realizar sus propias provisiones de alojamiento durante su permanencia en las Islas Malvinas (Falkland Islands).

## **6. FECHAS CLAVE DEL PROGRAMA**

Remisión de las invitaciones para cotizar	Día D
Devolución de las ofertas	D + 06 semanas
Notificación a las empresas hasta	D + 10 semanas
Firma del contrato hasta	D + 11 semanas
Movilización previa al Inicio	D + 14 semanas
Comienzo del reconocimiento del terreno	D + 16 semanas

La permanencia en las Islas Malvinas (Falkland Islands) está sujeta a discusiones posteriores y a disponibilidad de vuelos. A los fines de la planificación, se estima que la visita a las islas durará aproximadamente 18 días.

Presentación del proyecto de Informe hasta	D + 26 semanas
Comentarios del GTC al Contratista hasta	D + 29 semanas
Presentación del Informe Final hasta	D + 32 semanas

## **7. DECLARACIÓN DEL MÉTODO DEL CONTRATISTA**

El Contratista deberá presentar, a través de su oferta, una declaración de la metodología y recursos que empleará en la ejecución de los servicios requeridos.

## **8. INFORMACIÓN A SER ENTREGADA POR EL CONTRATISTA**

### **8.1. Información técnica y comercial**

El Contratista deberá suministrar al GTC, con su oferta, una descripción del método que será aplicado al proyecto específico y que deberá contener:

- Plan de Gestión.
- Metodología.
- Evaluación del Riesgo de la Tarea.
- Plan de Seguridad de Calidad/Control de Calidad (QA/QC).
- Propuestas de restauración .
- Programa de las tareas.
- Detalles del equipo que proveerá el Contratista.
- Nombres y detalles de las personas que integran el equipo de trabajo.

### **8.2. Información Operacional**

**8.2.1. Informes:** El Contratista deberá entregar un borrador de informe de la visita hasta el día D + 26 y un informe final, en dos partes, hasta el día D + 32, los cuales deberán contener la siguiente información:

1. Parte 1: Un informe de cómo fue realizado el trabajo durante el reconocimiento del terreno.

2. Parte 2: La información técnica requerida:

- a) Un catálogo de todas las minas y munición sin explotar (UXO) que considere que permanecen como una amenaza dentro de las áreas minadas, utilizando los formularios de recolección de datos disponibles para reunir datos en el Sistema de Gestión de Información para la Acción Contra las Minas (IMSMA)<sup>3</sup>.
- b) Un catálogo que muestre cada área minada, su perímetro, probable contenido explosivo y su estado ambiental
- c) Las opciones de limpieza: técnicas; cronogramas; costos financieros, logísticos y ambientales.
- d) Las opciones para el restablecimiento del medio ambiente: técnicas; cronogramas y costos financieros.
- e) La mejor opción recomendada. Si no se considera a una única técnica como la mejor para la totalidad de las áreas, se recomendará entonces el rango de opciones consideradas.

Los comentarios del GTC sobre el borrador de informe serán remitidos al Contratista hasta el día D +29.

**8.2.2 Proyecto del Alcance de las Tareas para una posible remoción:** El Contratista deberá elaborar un proyecto de Alcance de las Tareas adecuado a ser incluido en una invitación a cotizar para cualquier tarea de desminado subsiguiente.

**8.2.3. Confidencialidad:** Todos los datos obtenidos y los informes serán propiedad de los Gobiernos de la República Argentina y del Reino Unido.

## 9. CONTACTOS CON EL GRUPO DE TRABAJO CONJUNTO

### 9.1. Gerente Técnico del Proyecto

Teniente Coronel Robin C. SWANSON, SO1 CPAC IHL2, Level 4, Zone N, Ministry of Defense, Main Building, Whitehall, London, SW1A 2HB. Tel.: 44(0)20 72181318, United Kingdom. E-mail: [robin.swanson266@mod.uk](mailto:robin.swanson266@mod.uk)

### 9.2. Gerente Financiero del Proyecto

Secretario de Embajada Gerardo DÍAZ BARTOLOMÉ, Esmeralda 1212, Piso 13, (1007) Buenos Aires, República Argentina. Tel.: (54-11) 4310-8111, E-mail: [dbg@mrecic.gov.ar](mailto:dbg@mrecic.gov.ar)



<sup>3</sup> Ver IMAS 08.20 Anexo D

# AGREGADO 1 – NOTIFICACIÓN DEL GRUPO DE TRABAJO CONJUNTO AL CONTRATISTA SOBRE ASPECTOS OPERATIVOS RELACIONADOS CON EL CUMPLIMIENTO DEL CONTRATO

## 1. PROPÓSITO

Estas notas se entregan junto con la Invitación a Cotizar y firmadas por los Jefes de las Delegaciones de la República Argentina y del Reino Unido ante el Grupo de Trabajo Conjunto. El propósito de las presentes notas consiste en aclarar aquellos aspectos del contrato no incluidos en la Invitación a Cotizar que se adjunta y que, sin integrar el contrato, lo complementan a fin de cubrir aspectos adicionales que servirán de ayuda en la formulación de una oferta.

## 2. CONTENIDO

El contenido de las presentes notas representa el límite de apoyo y servicios a ser provistos por el Reino Unido una vez que el contrato haya sido adjudicado. El Gerente Técnico del Proyecto remitirá por vía postal un mapa en escala 1:25.000, con anotaciones referidas a todas las áreas minadas, una vez que la empresa u organización no gubernamental oferente le informe sobre la persona de contacto y su dirección (el mapa devendrá Anexo 1). Como Anexo 2, se adjunta una tabla con referencias a las áreas marcadas y a la información de minas terrestres y munición sin explotar (UXO) que se asume que existen en cada área. Ambos anexos deberán destruirse al terminar o caducar el contrato.

## 3. DESPLIEGUE

El Reino Unido provee un vuelo charter semanal a las Islas Malvinas (Falkland Islands). Se permitirá al Contratista utilizar este servicio contra pago del mismo, el cual deberá estar incluido en el costo de la oferta (1.280 Libras Esterlinas por persona en concepto de pasaje de ida y vuelta, incluyendo la tasa de embarque). El Gerente Técnico del Proyecto autorizará y coordinará el plan de vuelos con el comienzo y concreción del reconocimiento del terreno. El Contratista no hará ningún arreglo por separado para visitar las Islas Malvinas (Falkland Islands) sin previa autorización del Gerente Técnico del Proyecto.

## 4. LOGÍSTICA

El Reino Unido proveerá los siguientes servicios sin cargo al Contratista durante la realización del reconocimiento del terreno en las islas:

Un vehículo todo terreno (con capacidad máxima para 4 personas), con combustible y lubricantes según se requiera. Se proveerá con un conductor militar y será utilizado solamente en relación con las obligaciones derivadas del reconocimiento del terreno.

De requerirse, se proveerá un vehículo oruga BV-206 para acceso a áreas que no resultan accesibles para vehículos todo terreno. Se proveerá un conductor militar.

Vuelos en helicóptero a aquellas áreas minadas no accesibles por vehículo.



## **5. RESPONSABILIDAD**

El Contratista será responsable del cuidado adecuado y mantenimiento básico de todos los equipos provistos por el Reino Unido. El Reino Unido responsabilizará al Contratista por cualquier uso incorrecto, pérdida y daño del equipo provisto.

## **6. INFORMES E INFORMACIÓN**

Luego de la adjudicación del contrato, el Reino Unido pondrá a disposición del Contratista toda la información posible relativa a las áreas minadas. Dicha información está en poder del Ministerio de Defensa (Londres), Regimiento de Ingenieros 33 (EOD) (Wimbish) y Destacamento de Servicio Conjunto EOD (Islas Malvinas/Falkland Islands/). Debería identificarse y analizarse toda información relevante.

Los siguientes informes también se encuentran disponibles:

*Peatland Mine Clearance and Site Restoration. Report of visit to the Falkland Islands.* 1983. E. Matby, University of Exeter. Realizado para el Ministerio de Defensa británico.

*Comparative Analysis of Peat and Organic Soils from the Falkland Islands and Northern England.* 1985. E. Maltby. Realizado para el Ministerio de Defensa británico.

*Data on the Cutting and Burning of Falklands Peat.* 1983. E. Matby & CJ Legg. University of Exeter. Realizado para el Ministerio de Defensa británico.

*Land Systems Analysis of the Falkland Islands with Notes on the Soils and Grasslands.* 1969. RB King, DM Lang & A Blair Rains. Directorate of Overseas Surveys. Realizado para la Administración de Desarrollo de Ultramar. Reimpreso en 1982 para el Ministerio de Defensa británico.

## **7. DISPOSICIÓN DE EXPLOSIVOS (EOD) Y OTRA ASISTENCIA**

El Contratista estará acompañado por el oficial de la Brigada de Minas del Reino Unido y otros expertos durante la totalidad de las visitas a las áreas minadas en las Islas Malvinas (Falkland Islands), quienes proveerán el servicio de disposición de explosivos (EOD) y otros servicios, así como aconsejarán respecto de las áreas minadas de resultar necesario.

## **8. ALOJAMIENTO**

El Contratista realizará sus propias previsiones de alojamiento durante su permanencia en las Islas Malvinas (Falkland). Estos costos deberán estar incluidos en toda presentación de ofertas.

## **9. VIAJES**

Se aplicarán los procedimientos habituales de arribo y partida a cada persona involucrada en el proyecto.

Anexos:

1. Mapa de Áreas Minadas en escala 1:25,000 (a ser remitido por vía postal al notificar al Gerente Técnico los puntos de contacto/direcciones postales).
2. Vista general del contenido de las áreas minadas.

Handwritten signature or initials, possibly 'MF'.

## ANEXO 2 – CRITERIOS PARA LA ADJUDICACION DEL CONTRATO

1. El Grupo de Trabajo Conjunto (GTC) sólo considerará las propuestas que reciba en las cuales los oferentes:

- A. Manifiesten su conformidad con los términos y condiciones del contrato.
- B. Informen de manera adecuada sobre la capacidad técnica, solvencia comercial y experiencia institucional de la empresa, así como la competencia del personal a ser empleado para el cumplimiento del contrato.
- C. Sean considerados elegibles por ambas Partes del GTC.

2. A los efectos de evaluar la capacidad técnica de los oferentes, el GTC tendrá en cuenta:

- A. El plan de proyecto, incluyendo la gestión del plan presentado por los oferentes.
- B. La experiencia acreditada por la empresa en relación con el objeto del contrato.
- C. La idoneidad del personal que empleará la empresa, basándose en los Currícula Vitarum presentados.
- D. La organización y estructura de la empresa.
- E. El plan de gestión para riesgos sanitarios y de seguridad.
- F. El plan de gestión para riesgos ambientales.
- G. La evaluación de riesgo del proyecto.
- H. El diagrama GANTT.
- I. La Seguridad de Calidad y Control de Calidad (QA/QC).
- J. La Declaración del Método.

3. A los efectos de evaluar la solvencia comercial de los oferentes, el GTC tendrá en cuenta el cumplimiento de otros contratos previos por parte de la empresa.

4. A los efectos de evaluar las ofertas, el GTC otorgará igual peso de ponderación al costo total y a la capacidad técnica.

5. El GTC tendrá en cuenta el mecanismo de pagos propuesto por la empresa, especificando los gastos adicionales en los que pueda incurrir.

6. El GTC podrá solicitar las precisiones que estime necesario a los oferentes a los efectos de aplicar los criterios precedentes.

7. Ambos Gobiernos mantendrán en carácter confidencial todo registro relativo a la aplicación de los criterios precedentes por parte del GTC.



## ANEXO 3 – INVITACION A COTIZAR

Lugar y fecha

El Grupo de Trabajo Conjunto establecido por el Acuerdo por Canje de Notas firmado por la República Argentina y el Reino Unido de Gran Bretaña e Irlanda del Norte para la Realización de un Estudio de Factibilidad sobre la Remoción de las Minas Terrestres en las Islas Malvinas (Falkland Islands) del 11 de octubre de 2001, invita por la presente a (la empresa) a cotizar la realización de las tareas descriptas en los documentos adjuntos.

Dichos documentos adjuntos son:

1. Proyecto de contrato.

- Parte 1: Declaración de requerimiento.
- Agregado 1: Notificación del GTC al contratista sobre aspectos operativos relacionados con el cumplimiento del contrato.
- Agregado 2: Acuerdos por Canje de Notas de 2001 y 2006.

2. Criterios para la adjudicación del contrato.

Cumplido el plazo de no más de tres días hábiles contados a partir de la recepción de la presente Invitación a Cotizar, las empresas deberán acusar recibo, por escrito, al Gerente Financiero del Proyecto, a la dirección de correo electrónico mencionada en el punto 9 de la Declaración de Requerimiento, indicando si remitirán una oferta y aceptando el cronograma contenido en la Declaración de Requerimiento.

Las empresas que coticen deberán remitir, hasta el 18 de septiembre de 2006, una oferta a los dos Gerentes de Proyecto del Grupo de Trabajo Conjunto a las direcciones de correo electrónico que obran en el punto 9 de la Declaración de Requerimiento.

Todas las empresas que reciban la presente Invitación a Cotizar, con excepción de la que resulte adjudicataria, se comprometen a destruir toda la documentación original recibida en relación con esta Invitación a Cotizar, incluyendo la totalidad de sus anexos.

El GTC notificará su decisión a los oferentes hasta el día D + 10.

La presentación de una oferta de conformidad con la presente invitación implica la plena aceptación por parte del oferente de los "Criterios para la Adjudicación del Contrato". El procedimiento para solución de controversias establecido en el párrafo 12 del proyecto de contrato, incluyendo las negociaciones entre el Grupo de Trabajo Conjunto y la empresa, será aplicable a toda disputa que surja de esta Invitación a Cotizar.

Las consultas de rutina deberán remitirse al Gerente Financiero del Proyecto.

[Firmado por ambos Jefes de Delegación al GTC]

3 August 2006

Minister

I have the honour to refer to your Note of 3 August 2006, which reads as follows:

*Excellency,*

*I have the honour to refer to some aspects related to the implementation of the Exchange of Notes for the carrying out of a feasibility study on the clearance of land mines in the Falkland Islands (Islas Malvinas) signed on 11 October 2001 by the United Kingdom of Great Britain and Northern Ireland and the Argentine Republic under the sovereignty formula.*

*In this regard, I have the honour to make the following proposals:*

- 1. The sovereignty formula agreed in paragraph 1 of the Exchange of Notes of 11 October 2001 shall apply to this Exchange of Notes and to all its consequences.*
- 2. Unexploded ordnances (UXO) existing in the mined areas on the Falkland Islands (Islas Malvinas) shall be considered included within the scope of the Exchange of Notes for the carrying out of a feasibility study on the clearance of land mines in the Falkland Islands (Islas Malvinas) of 11 October 2001. In accordance with IMAS 4.10 (Glossary, Second Edition), an unexploded ordnance is an explosive munition that has been primed, fused, armed or otherwise prepared for use or used. It may have been fired, dropped, launched or projected yet remain unexploded either through malfunction or design or for any other reason.*
- 3. The Joint Working Party (JWP) shall take the necessary steps in order to award contracts to third parties for carrying out the tasks identified by this Party in Point 4 of the Actions Agreed at its Tenth Meeting, in accordance with the following procedure:*
  - A. The JWP shall invite companies and non-governmental organizations which it deems eligible to tender for the carrying out of the above mentioned tasks included in the Main Study of the Feasibility Study. Not less than five prospective tenderers shall be identified, which shall be informed about the draft contract including the "Statement of Requirement" and the*

*“Notification of the JWP about operative aspects of the contract” (Annex 1), the “Criteria for the Awarding of the Contract” (Annex 2), and the “Invitation to Tender” (Annex 3).*

*B. These tenders shall include all costs implicitly or explicitly involved in the carrying out of the said tasks, including all insurances necessary in order to perform them.*

*C. The JWP shall propose to the respective Governments to contract the company or companies or non-governmental organization(s) selected by the JWP on the basis of the “Criteria for the Awarding of the Contract”.*

*D. Once the JWP has received the consent of both Governments to the proposal referred to in Paragraph 3.C. above, the Government of the Argentine Republic shall proceed to enter into the contract with the company or companies or non-governmental organization(s) selected, according to the terms stated in Annex 2. Both Governments recognise that the “Convention on the Recognition and Enforcement of Foreign Arbitral Awards” adopted in New York on 10 June, 1958 shall apply to any outcome of the dispute settlement mechanism contained in this contract, and that in accordance with what is set out in that contract, claims about the enforcement or recognition of the aforementioned awards shall exclusively be brought before the jurisdiction of the defendant’s State. No other types of claims related to the arbitral award shall be brought before any national courts. The same dispute settlement mechanism, including negotiations between the JWP and the company, shall be applied, in all its aspects, to any dispute arising out of the invitation to tender and the awarding of the contract.*

*E. The JWP shall monitor and assess the fulfilment of the contract and shall inform both Governments about the results of the tasks performed.*

*F. The contractor’s report and any document resulting from the contract shall become the intellectual property, including copyright, of both Governments to use in any manner they respectively see fit. Nevertheless, the publication or the partial or total quotation other than to the British Parliament or the Argentine National Congress of that report or documents will require the agreement of both Governments.*

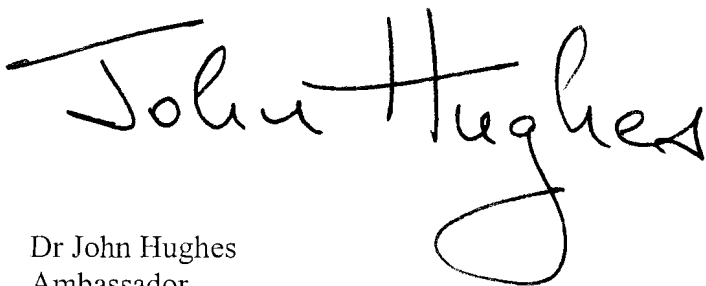
*G. The JWP shall submit the Final Report to both Governments, which it must prepare pursuant to paragraph 3.3. of the Exchange of Notes of 11 October, 2001 together with a detailed report*

*on expenditures applying all the agreements and understandings reached on financial issues by the Governments and the JWP. It shall conclude its functions once it receives the approval by both Governments to those documents.*

*If the foregoing proposals are acceptable to the Government of the United Kingdom, I have the honour to propose that this Note together with Your Excellency's affirmative reply should constitute an agreement reached between our two Governments, which shall enter into force on the date of your reply.*

*I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.*

I have the honour to confirm that the Government of the United Kingdom accepts the arrangement proposed in Your Excellency's Note and that Your Excellency's Note and this reply record the understanding of our two Governments with regard to this matter.

A handwritten signature in black ink that reads "John Hughes". The signature is written in a cursive style with a long horizontal line above the first few letters and a large, looped flourish at the end.

Dr John Hughes  
Ambassador

## **ANNEX 1 - DRAFT CONTRACT**

In the city of Paris, on XX (October), 2006, the Argentine Government, represented in this act by XX, and (the company), represented by XX, agree to enter into this contract on the terms and conditions set forth as follows:

1. Both Contracting Parties recognise that this contract is entered into within the framework of the Exchanges of Notes signed under the sovereignty formula for the carrying out of a Feasibility Study on the Clearance of Land Mines in the Falkland Islands (Islas Malvinas) of 11 October, 2001, and for the establishment of contractual procedures of 3 August 2006 between the Argentine Republic and the United Kingdom of Great Britain and Northern Ireland, which are attached herewith as Attachment 2.

2. (The company) agrees to perform the tasks described in the Statement of Requirement (Part 1). Before 31 March 2007, (the company) agrees to submit to the Joint Working Party (JWP) created by the Exchange of Notes of 11 October 2001, a report on the performance of any and all tasks described in the Statement of Requirement.

3. The Argentine Government hereby pays the amount of XX on account of the total and final payment, not subject to any readjustment whatsoever, for the performance of the tasks mentioned in the foregoing clause. (The company) hereby expressly recognises that the Argentine Government owes no amount whatsoever to it and that, through this payment, the Argentine Government has fulfilled any and all of the obligations that could be claimed by the company.

4. (The company) accepts in all its terms and without any condition whatsoever the information contained in the document prepared by the JWP and entitled "JWP Notification to the contractor on operative aspects regarding the performance of the contract" (Attachment 1), which is enclosed herewith. The Argentine Republic assumes no responsibility whatsoever for the fulfillment of the information contained in the said document.

5. The Argentine Republic assumes no responsibility whatsoever for any damage or loss which the company or its subcontractors may suffer as a result of the performance of this contract.

6. (The company) shall have appropriate insurance cover in respect of property set at one hundred thousand pounds (GBP 100,000.00) per incident throughout all stages of the field survey.

A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines, located in the bottom right corner of the page.



7. The addresses of the Contracting Parties for all the purposes of this contract are: the Government of the Argentine Republic, at the Ministry of Foreign Affairs, International Trade and Worship, Esmeralda St. N° 1212, Autonomous City of Buenos Aires, Post Code 1007; (the Company) at XX. Notices which may be deemed necessary to be sent to the JWP established by the Exchange of Notes of 11 October 2001 shall be addressed to the first abovementioned address.

8. (The company) shall adopt all the necessary measures to ensure confidentiality of all the data and information contained within this contract and the information they may receive or acquire as a consequence of the performance of the contract.

9. On behalf of the JWP the Argentine Government shall take full copyright on any document or report provided by the company as part of the contract.

10. (The company) undertakes to maintain all personnel submitted in the application to tender throughout all stages of the performance of the contract. If for reasons outside of the company's control a change of personnel is necessary, (the company) shall require the written agreement of the Argentine Government on behalf of the JWP.

11. (The company) shall not communicate directly or indirectly with the media on any issue related to the contract without the express permission of the Argentine Government on behalf of the JWP

12. Any dispute, controversy or claim arising out of or relating to this contract, including its awarding, its breach, interpretation, termination or invalidity thereof, shall be settled through negotiations between the JWP established by the Exchange of Notes of 11 October, 2001 and (the company).

If the abovementioned controversy, dispute or claim cannot be settled within a period of 180 days as from the beginning of the negotiations, either of the Contracting Parties hereto shall be entitled to submit them exclusively to an ad hoc arbitration tribunal in accordance with the "Arbitration Rules of the United Nations Commission on International Trade Law" adopted by the United Nations General Assembly through Resolution 31/98 dated 15 December 1976. The arbitral tribunal will be made up of three arbiters. Arbitration shall be held in the city of Paris in English and Spanish languages.

Substantive rules to be applied by the tribunal shall be exclusively those derived from: a) The Exchange of Notes exchanged by the Argentine Republic and the United Kingdom of Great Britain and Northern Ireland on 11 October, 2001 for the carrying out of a feasibility study on the clearance of landmines in the Falkland Islands (Islas Malvinas) applicable to this contract; b) The Notes exchanged by the Argentine Republic and the United Kingdom of Great Britain and Northern Ireland about contractual aspects and the inclusion of UXO within the scope of the feasibility study applicable to this contract; c) the provisions of this contract; and d) the UNIDROIT Principles of International Commercial Contracts (2004) which shall govern this contract in every matter not ruled by the abovementioned instruments.

Both Contracting Parties hereto agree to resort exclusively to the jurisdiction of defendant's State for any and all purposes related to the arbitration tribunal award in respect of enforcement and recognition thereof. No other types of claims related to the arbitral award shall be brought before any national courts. The "Convention on the Recognition and Enforcement of Foreign Arbitral Awards" adopted in New York on 10 June, 1958 shall apply to any outcome of the dispute mechanism in the contract.

[Signatures of the Company and of the Argentine Government]

British Government Declaration: The Government of the United Kingdom of Great Britain and Northern Ireland hereby declares that this contract between the Government of the Argentine Republic and (the company) is entered into in compliance with the Exchanges of Notes under sovereignty formula for the carrying out of a feasibility study for the clearance of landmines in the Falkland Islands (Islas Malvinas) of 11 October 2001; and for the establishment of contractual procedures of 3 August 2006 between the United Kingdom of Great Britain and Northern Ireland and the Argentine Republic, and that the text of this contract has been agreed upon by the Joint Working Party established through the first of the abovementioned Exchanges of Notes.

[Signature of the British Government]

A handwritten signature in black ink, consisting of the letters 'E', 'J', and 'H' in a stylized, cursive font.

## **PART 1 – STATEMENT OF REQUIREMENT**

### **1. GENERAL FRAMEWORK OF THE PROJECT**

The Governments of the United Kingdom of Great Britain and Northern Ireland and the Argentine Republic signed in Buenos Aires, on October 11, 2001, an Agreement by Exchange of Notes for the carrying out of a Feasibility Study on the Clearance of Land Mines in the Falkland Islands (Islas Malvinas).

Both Governments also signed in Buenos Aires, on 3 August 2006 an Agreement by Exchange of Notes about the inclusion of unexploded ordnance (UXO) within the scope of the 2001 Exchange of Notes and the procedure to contract the carrying out of certain tasks belonging to the Main Study of the Feasibility Study.

Both abovementioned Exchanges of Notes are covered by the sovereignty formula which safeguards the British and the Argentine positions on the sovereignty dispute on the Falkland Islands (Islas Malvinas), South Georgia and South Sandwich Islands and the surrounding maritime areas, and were concluded in the light of the obligations in the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on their Destruction of December 10, 1997 (hereinafter the "Ottawa Convention").

### **2. GENERAL OBJECTIVE OF THE CONTRACT**

The Feasibility Study consists of a preliminary study (already undertaken), a main study which includes a field survey of the Falkland Islands (Islas Malvinas), and a final report. The field survey, which includes a written report of the findings, will be let as a single contract.

The aim of the field survey is to provide a detailed assessment of the availability and suitability of the methods and techniques normally used to detect, clear and dispose of land mines and UXOs, to provide an assessment of the potential environmental risks, and to estimate costs for each clearance method and for the environmental remediation.

This contract covers the field survey and report of the field survey only. For purposes of this contract, the contractor selected to conduct the field survey, shall be excluded from bidding for any subsequent follow-on requirement.

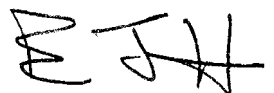
### **3. DETAILED SCOPE OF WORK**

#### **3.1. Application of International Rules on Humanitarian Demining**

According to the Exchange of Notes of October 11, 2001, the UK and Argentine Governments have agreed to use International Mine Action Standards (IMAS)<sup>1</sup>. IMAS 08.10 -General Assessment- will be used as the basis of the field survey.

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<sup>1</sup> The IMAS are accessible via [www.mineclearancestandards.org](http://www.mineclearancestandards.org). The standards are frequently updated and this website will show the latest version.



## **3.2. EOD Support**

EOD support will be provided to the Contractor by appropriate personnel on the Falkland Islands (Islas Malvinas), in accordance with the instructions set out in the attached "Joint Working Party (JWP) Notification to the Contractor on operative aspects regarding the performance of the contract".

## **3.3. Terminology**

Below are some formal definitions taken from IMAS with the explanation of their relevance to the Falkland Islands (Islas Malvinas).

3.3.1. General Assessment: *"The continuous process by which a comprehensive inventory can be obtained of all reported and/or suspect locations of mines or UXO contamination, the quantities and types of explosive hazards, and information on local soil characteristics, vegetation and climate; and assessment of the scale and impact of the landmine problem on the individual community and country"*.

The process of general assessment has been underway for some years and a considerable amount of data are held. This task will be less a matter of collecting data but collating that which are held and their subsequent analysis.

3.3.2. Mined Area: *"An area which is dangerous due to the presence or suspected presence of mines"*.

The term "mined area" is used in preference to "minefield" as its definition more accurately describes the situation on the Falkland Islands (Islas Malvinas).

The United Kingdom has reported to the JWP that all mined areas are marked on the ground by a standard cattle fence with wooden stakes, heavy gauge wire and minefield marking signs. All these are annotated as red areas on 1:25,000 scale maps which are available. A table, cross referencing the marked areas to the information of mines and UXO within each area is also available.

Very little is known about the mines in some of the mined areas. It is quite likely that some of them contain nothing at all. At the time they were fenced, the soldiers clearing them may not have had sufficient confidence that all the mines had been cleared enabling them to remove the fences. It is possible that some areas were fenced because of "combat indicators" such as empty mine boxes (in which mines had been carried). Such indicators might have raised concern that mines were present even if none were seen. In some cases, it is possible, that an area still fenced actually has no mines.

In some of the large mined areas, if they contain anything at all, the actual area of mines is probably a small proportion of that fenced. In some cases the soldiers erecting the original fencing may have used existing fence lines as a short-term expedient. Some of the mined areas are on sand and a few of these are mobile beaches with extensive movement of dunes. In these latter cases, it is possible that some mines will have moved.

3.3.3. Unexploded Ordnance (UXO): *"Explosive ordnance that has been primed, fused, armed or otherwise prepared for use or used. It may have been fired, dropped,*



launched or projected yet remains unexploded either through malfunction or design or for any other reason”.

The United Kingdom has reported to the JWP that a considerable quantity of UXO remained after the conflict and most of it was cleared using battle area clearance techniques; mainly visual search. There may still be some UXO not yet cleared outside the mined areas and there will be UXO inside the mine areas possibly including BL 755 submunitions. The presence, and subsequent destruction, of UXO within mine area perimeters must be factored into the consideration of appropriate clearance techniques.

**3.3.4. Mine:** “A munition designed to be placed under, on or near the ground or other surface area and to be exploded by the presence, proximity or contact of a person or vehicle”.

The actual number of mines contained within the mined areas is not exactly known. The Argentine Republic has declared to the United Nations, that 20.000 anti-personnel mines and 5.000 anti-vehicle mines were planted during the 1982 conflict.

The exact number of mines is irrelevant since every mined area represents today a “fear zone” and all of them must be cleared independently from the number of mines contained in each of them. The following type of mines are known to have been used by troops on the Falkland Islands (Islas Malvinas):

Designation	AP/AT	Minimum Metal	Origin	Remarks
C-3-B	AT	Yes	Spain	
P-4-B	AP	Yes	Spain	
SB-81	AT	Yes	Italy	
SB-33	AP	Yes	Italy	
N° 6	AT	No	Israel	Copy of Russian TMN 46
N° 4	AP	No	Israel	Case in plastic, switches are metal
FMK-1	AP	Yes	Argentina	
FMK-2	AT	Yes	Argentina	
M1A1	AT	No	USA	1944 manufacture
<u>Elsie</u>	<u>AP</u>	<u>No</u>	<u>UK</u>	

The United Kingdom has reported to the JWP that it laid 3 minefields immediately after the cessation of hostilities. All were lifted in 1986 but a single mine (Elsie) could not be found. Following extensive searches in that area, the mine was still not found. This area is still fenced and will form part of the eventual clearance project and therefore must be part of the field survey.

**3.3.5. Booby Trap:** “An explosive or non explosive device, or other material, deliberately placed to cause casualties when an apparently harmless object is disturbed or a normally safe act is performed”.

The United Kingdom has reported to the JWP that some of the mined areas are known to have contained booby traps, usually a hand grenade linked to a tripwire. Some booby traps may remain in place.

#### 3.4. Scope Strategy

The United Kingdom has reported to the JWP its assessment that the Falkland Islands (Islas Malvinas) is an environment where all land is considered safe except for those marked as mined areas. Therefore the field survey is expected to include the analysis of clearing 100% of the landmines and UXOs through the total excavation of the mined areas down to a layer impermeable<sup>2</sup> to any moving mine, together with other options acceptable by IMAS.

### **3.5. Pre Start Mobilisation**

The Contractor shall:

- Confirm that he has any relevant registration and licences to undertake the work set out in the contract.
- Confirm that he has all the required insurance, to include, but not limited to, accident, medical repatriation, Third Party Liability and Employer's Liability.
- Undertake a comprehensive hazard assessment of risks and hazards likely to be faced during the contract by the members of the field survey team.

### **3.6. Mobilisation**

Notwithstanding the key programme dates (paragraph 6), the contractor shall be prepared to be fully mobilised on the Falkland Islands (Islas Malvinas) within two weeks from the signature of the contract.

### **3.7. Task Commencement**

The Technical Project Manager will confirm the exact date of task commencement and other details including flight coordination to and from the islands.

## **4. THE TASK**

### **4.1. Introduction**

There are three phases to the field survey: pre-deployment analysis; survey on the Falkland Islands (Islas Malvinas); and the reporting of the field survey findings. The contractor must take into account that the time on the islands will be limited and may be affected by weather. Therefore it is important to build flexibility into the plan of work whilst there.

Given its remoteness, once the field survey team leaves the islands, it will be difficult to obtain information that should have been collected during the field survey. Under no circumstances will this contract be amended to allow a second visit.

### **4.2. Pre-deployment analysis**

The Technical Project Manager will provide the contractor with every available data about the number of mined areas, their location and estimated contents, by type.

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<sup>2</sup> Impermeable in this context is defined as a geological layer that cannot be penetrated by a moving mine.



### **4.3. Mined area perimeters**

The perimeter of the mined areas will have been accurately assessed by the time of the field survey and will be made available to the contractor. For each mined area, a plan drawing is required at a scale of 1:10,000 showing its perimeter.

### **4.4. Environment**

The field survey is to:

- Catalogue the environmental status of each mined area with at least the following information:

- A geological assessment of the area to identify the underlying soil characteristics which will support any mitigation proposals. This could be undertaken using map based resources or visual inspection only.
- Undertake a survey of the flora within the affected areas to a level consistent with the International Vegetation Classification or equivalent.
- A survey of the fauna, consistent with the international classification, in the mined areas and areas adjacent to them including an analysis of any species likely to be affected by the clearance techniques recommended.
- The best route for vehicle and equipment access to each mined area is to be decided and an estimate of damage likely to be caused along that route is to be made.
- Identify mitigation proposals for all mined areas.
- Consider the best options for post-clearance restoration at each sites, which as a minimum should consider translocation of flora habitats and translocation of fauna, and spreading of cuttings, etc.
- Consider mitigation for the fauna on and adjacent to the sites, which will include as a minimum, noise disturbance and breeding seasons.

### **4.5. Technical Assessment**

The Contractor's technical assessment shall include an assessment of the methods and techniques considered suitable to detect, clear and dispose of the landmines and UXO within the mined areas on the Falkland Islands (Islas Malvinas) The Contractor is expected to visit every accesible mined area.

Although the field survey is not limited to these, it will consider the possibilities of using:

- detection systems;
- manual demining techniques;
- mechanical systems.



The field survey shall not consider techniques that might cause uncontrollable environmental damage, such as:

- burning the peat in which some mines are laid;
- using chemical defoliants.

The Contractor's technical assessment shall include all the component equipment, systems and manpower. When appropriate, specific equipment and systems should be named.

#### **4.6. Costs and risks analysis**

The field survey will assess the costs and risks, including environmental risks, of each option viewed as technically feasible and will produce a cost-benefit analysis, leading to an order of preference for the various options.

#### **4.7. Priority of Clearance**

The field survey is to recommend an order of priority among the mined areas for the clearance of landmines and UXO taking into account proximity to centres of population and based on the most efficient use of the human, material and financial resources required.

#### **4.8. Supplementary Issues**

**4.8.1. Treatment of any explosive item located:** In the event that a mine or an item of UXO is found during the field survey, it must not be touched or moved and its location must be reported according to the instructions given in paragraph 3.2 and in accordance with the instructions set out in the attached "Joint Working Party Notification to the Contractor on operative aspects regarding the performance of the contract".

**4.8.2. Quality assurance and quality control:** There are two aspects to this requirement: firstly, that of the field survey itself; secondly that of any subsequent follow-on clearance work.

For the field survey itself, the Contractor shall ensure that the quality of its work is to be as high as practically possible.

For any subsequent follow-on clearance work, the field survey must consider how the quality control of clearance is compatible with relevant IMAS, including the 100% level (see paragraph 3.4). This must be included in the draft Scope of Work to be provided at the conclusion of the field survey (see paragraph 8.2.2).

### **5. LOGISTICAL ASPECTS**

#### **5.1. Joint Working Party provided items**

**5.1.1. Transport:** Transport will be provided in accordance with the instructions set out in the attached "Joint Working Party Notification to the Contractor on operative aspects regarding the performance of the contract".

**5.1.2. Personnel:** No more than two (2) monitors from each country will accompany the Contractor during the field survey. Names will be agreed in advance by the JWP.





**5.1.3. Maps, plans and reports:** The Technical Project Manager will provide the Contractor with maps, overall islands plans and geotechnical data.

## **5.2. Contractor provided items**

The contractor shall provide all equipment, material and services not provided by the JWP. The contractor must make his own provision of accommodation whilst on the Falkland Islands (Islas Malvinas).

## **6. KEY PROGRAMME DATES**

Issue ITT	D Day
Return of bids	D + 6 weeks
Notification to companies by	D + 10 weeks
Contract signed by	D + 11 weeks
Pre-Start Mobilisation	D + 14 weeks
Commencement of Field Survey	D + 16 weeks

*The time on the Falkland Islands (Islas Malvinas) is subject to further discussion and flight availability. For planning it is estimated to be in the order of 18 days.*

Draft report by	D + 26 weeks
Comments from JWP to contractor by	D + 29 weeks
Final report by	D + 32 weeks

## **7. CONTRACTOR'S METHOD STATEMENT**

The contractor shall provide through the tender response a method statement detailing the methods and resources to be employed in executing the service requirement.

## **8. INFORMATION TO BE DELIVERED BY THE CONTRACTOR**

### **8.1. Technical and commercial information**

The contractor shall provide to the JWP a project-specific method statement with its tender containing the following:

- Management Plan.
- Methodology.
- A task risk assessment.
- QA/QC plan.
- Task programme.
- Mitigation proposals.
- Details of equipment to be provided by the contractor.
- Names and details of all those in the team.

### **8.2. Operational information**

**8.2.1. Reports:** The Contractor shall provide a draft report of the visit by D + 26 and a final report in two parts by D + 32, containing the following information:

1. Part 1 - A review of how the work was undertaken during the field survey.

## 2. Part 2 - The technical information required:

- a) A catalogue of all the landmines and UXO thought to remain a threat within the mined areas using the data collection forms in operation with the in place Information Management System Mine Action (IMSMA)<sup>3</sup>.
- b) A catalogue showing each mined area, its perimeter, probable explosive content, and environmental status.
- c) The options for clearance: techniques, timescales, financial, logistic and environmental costs.
- d) The options for environmental restitution: techniques, timescales and financial costs.
- e) The recommended best option. If a single technique is not considered best for all the areas, then recommend the range of options considered.

Comments from the JWP on the draft report will be sent to the Contractor by D + 29.

**8.2.2. Draft Scope of Work for Possible Clearance.** The Contractor shall draft a suitable Scope of Work to be included in an invitation to tender for any subsequent clearance work.

**8.2.3. Confidentiality:** All data collected and the reports will be the property of the United Kingdom and Argentine Republic governments.

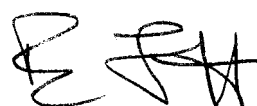
## **9. CONTACTS WITH THE JOINT WORKING PARTY**

**9.1. Technical Project Manager:** Lieutenant Colonel Robin C. SWANSON, SO1 CPAC IHL2, Level 4, Zone N, Ministry of Defense, Main Building, Whitehall, London, SW1A 2HB. Tel.: 44(0)20 72181318, United Kingdom. E-mail: [robin.swanson266@mod.uk](mailto:robin.swanson266@mod.uk)

**9.2. Financial Project Manager:** Secretary of Embassy Gerardo A. DÍAZ BARTOLOMÉ, Esmeralda 1212, 13th floor, 1007 Buenos Aires, Tel.: (54-11) 4310-8111, Argentine Republic. E-mail: [dbg@mrecic.gov.ar](mailto:dbg@mrecic.gov.ar)

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<sup>3</sup> See IMAS 08.20 Annex D



# ATTACHMENT 1 – JOINT WORKING PARTY NOTIFICATION TO THE CONTRACTOR ON OPERATIVE ASPECTS REGARDING THE PERFORMANCE OF THE CONTRACT

## 1. PURPOSE

These notes are submitted in conjunction with the Invitation to Tender and signed by the Heads of the Delegations of the British and Argentine Governments to the Joint Working Party (JWP) consisting of representatives from the Argentine Government and Government of the United Kingdom. The purpose of these notes is to clarify those aspects of the contract not included within the accompanying Invitation to Tender and, while not forming part of the contract itself, supplement it in order to cover additional aspects that assist in the formulation of a bid.

## 2. CONTENTS

The content of these notes represents the limit of support and services to be provided by the United Kingdom once the contract has been awarded. A 1:25,000 scale map annotating all mined areas will be forwarded in the post by the Technical Project Manager when the tender Company/NGO informs him of the point of contact and address (this will become Enclosure 1). A table cross referencing the marked area to the information of landmines and UXO assumed to be within each area is attached as Enclosure 2. Both enclosures should be destroyed on termination or expiry of the contract.

## 3. DEPLOYMENT

The United Kingdom provides a Charter flight to the Falkland Islands (Islas Malvinas) each week. The Contractor will be permitted to use this service on a payment basis which must be built into the cost bid [1280 GBP return per person plus embarkation tax of 20 GBP]. The Technical Project Manager, will authorise and coordinate the flight plan with the commencement and completion of the field survey. The Contractor shall not make any separate arrangements to visit the Falkland Islands (Islas Malvinas) without the prior permission of the Technical Project Manager.

## 4. LOGISTICS

The United Kingdom will provide the following free of charge to the Contractor during the field survey on the islands:

- One four wheeled drive vehicle (maximum 4 person capacity) with fuel and lubricants as required. This will be provided with a military driver and shall only be used in connection with the field survey duties.
- One BV-206 tracked vehicle will be provided if required for access to areas not accessible by four wheeled drive vehicles. A military driver will be provided.
- Helicopter flights to those mined areas not accessible by vehicle.



## 5. LIABILITY

The Contractor shall be responsible for the proper care and first line maintenance of any equipment provided by the United Kingdom. The United Kingdom will hold the Contractor liable for any misuse, loss or damage to equipment that is provided.

## 6. REPORTS AND INFORMATION

Following Award of Contract, the United Kingdom will make available as much data as possible concerning the mined areas to the Contractor. Data is held in MOD (London), 33 Engineer Regiment (EOD) (Wimbish) and the Joint Service EOD Detachment (Falkland Islands/Islas Malvinas). All relevant data should be identified and analysed.

The following reports will also be made available:

- *Peatland Mine Clearance and Site Restoration. Report of visit to the Falkland Islands.* 1983. E. Matby, University of Exeter. Undertaken for the MoD.
- *Comparative Analysis of Peat and Organic Soils from the Falkland Islands and Northern England.* 1985. E. Maltby. Undertaken for the MoD.
- *Data on the Cutting and Burning of Falklands Peat.* 1983. E. Matby & CJ Legg. University of Exeter. Undertaken for the MoD.
- *Land Systems Analysis of the Falkland Islands with Notes on the Soils and Grasslands.* 1969. RB King, DM Lang & A Blair Rains. Directorate of Overseas Surveys. Undertaken for the Overseas Development Administration. Reprinted in 1982 for the MoD.

## 7. EOD AND OTHER ASSISTANCE

The Contractor will be accompanied by the United Kingdom Mines Warrant Officer, and EOD and other experts throughout the visits to the mined areas on the Falkland Islands (Islas Malvinas). They will provide EOD and other services and give advice on the mined areas where necessary.

## 8. ACCOMMODATION

The Contractor shall make his own provision for accommodation whilst on the Falkland Islands (Islas Malvinas). These costs must be included in any tender submission.

## 9. TRAVEL

Usual arrival and departures procedures will apply to every person involved in the project.

Enclosures:

1. 1:25,000 Mined Area Map . (to be sent by post on notification to Technical Project Manager of POC/Address).
2. Mined Areas Contents Overview.

A handwritten signature in black ink, appearing to be 'EJA', located in the bottom right corner of the page.

## ANNEX 2 – CRITERIA FOR THE AWARDING OF THE CONTRACT

1. The Joint Working Party (JWP) will only consider the proposals received in which the tenderers:
  - A. Agree to the terms and conditions of the contract, and
  - B. Adequately report on their technical capability, commercial solvency, the institutional experience of the company and competency of the persons to be employed for the fulfilment of the contract.
  - C. Are considered eligible by the two Parties to the JWP.
2. In assessing the technical capability of the tenderers, the JWP will take into account:
  - A. The project plan, including the management of that plan submitted by the tenderers.
  - B. The experience accredited by the company related to the object of the contract.
  - C. The skills of the personnel that the company will employ based on submitted CVs
  - D. The organization and structure of the company.
  - E. The management plan for health and safety risks.
  - F. The management plan for environmental risks.
  - G. The risk assessment of the project.
  - H. The GANTT Diagram.
  - I. The Quality Assurance and Quality Control Plan.
  - J. The Method Statement.
3. In assessing the commercial reliability of the tenderers, the JWP will take into account the fulfilment of other previous contracts by the company.
4. The total cost and technical capability shall be given equal weight by the JWP in assessing the tenders.
5. The JWP shall take into account the payment mechanism proposed by the company specifying additional expenditures which it may incur.
6. The JWP may request any clarification that it might deem necessary to the tenderers with a view to applying the above mentioned criteria.
7. Any record related to the application of the abovementioned criteria by the JWP shall be kept confidential by the two Governments.



## ANNEX 3 - INVITATION TO TENDER

Date

The Joint Working Party established by the agreement of the Exchange of Notes signed by the Governments of the Argentine Republic and the United Kingdom of Great Britain and Northern Ireland on the carrying out of a Feasibility Study on the Clearance of Land Mines in the Falkland Islands (Islas Malvinas) of 11 October 2001 hereby invites (the company) to tender for the performance of the tasks described in the enclosed documents.

The enclosed documents are:

- 1: Draft Contract
  - Part 1: Statement of Requirement.
  - Attachment 1: JWP Notification to the contractor on operative aspects regarding the performance of the contract.
  - Attachment 2: Exchanges of Notes of 2001 and 2006.
  
- 2: Criteria for the awarding of the contract

No more than three working days after receiving this Invitation to Tender, companies should acknowledge receipt in writing to the Financial Project Manager at the e-mail address mentioned in Point 9 of the Statement of Requirement indicating whether they will be submitting an application to tender and accepting the timetable contained in the Statement of Requirement.

Tendering companies undertake to submit by 18 September 2006 their application to tender to the two Project Managers of the Joint Working Party at the e-mail addresses provided in Point 9 of the Statement of Requirement.

All companies that receive this Invitation to Tender with the exception of the successful tenderer undertake to destroy all original documentation received related to this Invitation to Tender, including any and all attachments.

The Joint Working Party will notify tenderers of its decision by D+10.

The submission of a tender under this invitation implies full acceptance by the tenderer of the "Criteria for the awarding of the contract". The dispute settlement procedure set forth in paragraph 12 of the Draft contract, including negotiations between the Joint Working Party and the company, applies to any dispute arising out from this invitation to tender

Routine consultations should be done with the Financial Project Manager.

[Signed by both Heads of Delegations to the JWP]

A handwritten signature in black ink, consisting of stylized, overlapping letters and lines, located in the bottom right corner of the page.

3 August 2006

Minister

I have the honour to refer to your Note of 3 August 2006, which reads as follows:

*Excellency,*

*I have the honour to refer to some aspects related to the implementation of the Exchange of Notes for the carrying out of a feasibility study on the clearance of land mines in the Falkland Islands (Islas Malvinas) signed on 11 October 2001 by the United Kingdom of Great Britain and Northern Ireland and the Argentine Republic under the sovereignty formula.*

*In this regard, I have the honour to make the following proposals:*

- 1. The sovereignty formula agreed in paragraph 1 of the Exchange of Notes of 11 October 2001 shall apply to this Exchange of Notes and to all its consequences.*
- 2. Unexploded ordnances (UXO) existing in the mined areas on the Falkland Islands (Islas Malvinas) shall be considered included within the scope of the Exchange of Notes for the carrying out of a feasibility study on the clearance of land mines in the Falkland Islands (Islas Malvinas) of 11 October 2001. In accordance with IMAS 4.10 (Glossary, Second Edition), an unexploded ordnance is an explosive munition that has been primed, fused, armed or otherwise prepared for use or used. It may have been fired, dropped, launched or projected yet remain unexploded either through malfunction or design or for any other reason.*
- 3. The Joint Working Party (JWP) shall take the necessary steps in order to award contracts to third parties for carrying out the tasks identified by this Party in Point 4 of the Actions Agreed at its Tenth Meeting, in accordance with the following procedure:*
  - A. The JWP shall invite companies and non-governmental organizations which it deems eligible to tender for the carrying out of the above mentioned tasks included in the Main Study of the Feasibility Study. Not less than five prospective tenderers shall be identified, which shall be informed about the draft contract including the "Statement of Requirement" and the*

*"Notification of the JWP about operative aspects of the contract" (Annex 1), the "Criteria for the Awarding of the Contract" (Annex 2), and the "Invitation to Tender" (Annex 3).*

*B. These tenders shall include all costs implicitly or explicitly involved in the carrying out of the said tasks, including all insurances necessary in order to perform them.*

*C. The JWP shall propose to the respective Governments to contract the company or companies or non-governmental organization(s) selected by the JWP on the basis of the "Criteria for the Awarding of the Contract".*

*D. Once the JWP has received the consent of both Governments to the proposal referred to in Paragraph 3.C. above, the Government of the Argentine Republic shall proceed to enter into the contract with the company or companies or non-governmental organization(s) selected, according to the terms stated in Annex 2. Both Governments recognise that the "Convention on the Recognition and Enforcement of Foreign Arbitral Awards" adopted in New York on 10 June, 1958 shall apply to any outcome of the dispute settlement mechanism contained in this contract, and that in accordance with what is set out in that contract, claims about the enforcement or recognition of the aforementioned awards shall exclusively be brought before the jurisdiction of the defendant's State. No other types of claims related to the arbitral award shall be brought before any national courts. The same dispute settlement mechanism, including negotiations between the JWP and the company, shall be applied, in all its aspects, to any dispute arising out of the invitation to tender and the awarding of the contract.*

*E. The JWP shall monitor and assess the fulfilment of the contract and shall inform both Governments about the results of the tasks performed.*

*F. The contractor's report and any document resulting from the contract shall become the intellectual property, including copyright, of both Governments to use in any manner they respectively see fit. Nevertheless, the publication or the partial or total quotation other than to the British Parliament or the Argentine National Congress of that report or documents will require the agreement of both Governments.*

*G. The JWP shall submit the Final Report to both Governments, which it must prepare pursuant to paragraph 3.3. of the Exchange of Notes of 11 October, 2001 together with a detailed report*

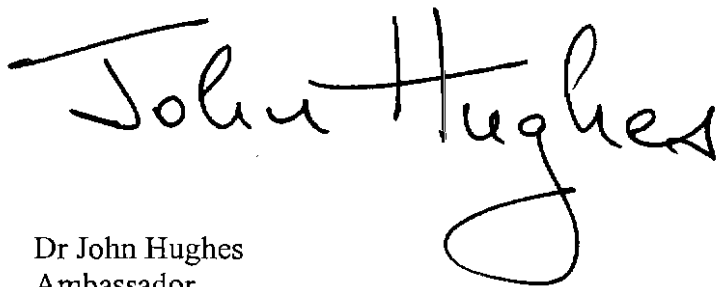


*on expenditures applying all the agreements and understandings reached on financial issues by the Governments and the JWP. It shall conclude its functions once it receives the approval by both Governments to those documents.*

*If the foregoing proposals are acceptable to the Government of the United Kingdom, I have the honour to propose that this Note together with Your Excellency's affirmative reply should constitute an agreement reached between our two Governments, which shall enter into force on the date of your reply.*

*I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.*

I have the honour to confirm that the Government of the United Kingdom accepts the arrangement proposed in Your Excellency's Note and that Your Excellency's Note and this reply record the understanding of our two Governments with regard to this matter.

A handwritten signature in black ink that reads "John Hughes". The signature is written in a cursive style with a large, looped "H" and "J".

Dr John Hughes  
Ambassador

## ANNEX 1 - DRAFT CONTRACT

In the city of Paris, on XX (October), 2006, the Argentine Government, represented in this act by XX, and (the company), represented by XX, agree to enter into this contract on the terms and conditions set forth as follows:

1. Both Contracting Parties recognise that this contract is entered into within the framework of the Exchanges of Notes signed under the sovereignty formula for the carrying out of a Feasibility Study on the Clearance of Land Mines in the Falkland Islands (Islas Malvinas) of 11 October, 2001, and for the establishment of contractual procedures of 3 August 2006 between the Argentine Republic and the United Kingdom of Great Britain and Northern Ireland, which are attached herewith as Attachment 2.
2. (The company) agrees to perform the tasks described in the Statement of Requirement (Part 1). Before 31 March 2007, (the company) agrees to submit to the Joint Working Party (JWP) created by the Exchange of Notes of 11 October 2001, a report on the performance of any and all tasks described in the Statement of Requirement.
3. The Argentine Government hereby pays the amount of XX on account of the total and final payment, not subject to any readjustment whatsoever, for the performance of the tasks mentioned in the foregoing clause. (The company) hereby expressly recognises that the Argentine Government owes no amount whatsoever to it and that, through this payment, the Argentine Government has fulfilled any and all of the obligations that could be claimed by the company.
4. (The company) accepts in all its terms and without any condition whatsoever the information contained in the document prepared by the JWP and entitled "JWP Notification to the contractor on operative aspects regarding the performance of the contract" (Attachment 1), which is enclosed herewith. The Argentine Republic assumes no responsibility whatsoever for the fulfillment of the information contained in the said document.
5. The Argentine Republic assumes no responsibility whatsoever for any damage or loss which the company or its subcontractors may suffer as a result of the performance of this contract.
6. (The company) shall have appropriate insurance cover in respect of property set at one hundred thousand pounds (GBP 100,000.00) per incident throughout all stages of the field survey.

RJM

7. The addresses of the Contracting Parties for all the purposes of this contract are: the Government of the Argentine Republic, at the Ministry of Foreign Affairs, International Trade and Worship, Esmeralda St. Nº 1212, Autonomous City of Buenos Aires, Post Code 1007; (the Company) at XX. Notices which may be deemed necessary to be sent to the JWP established by the Exchange of Notes of 11 October 2001 shall be addressed to the first abovementioned address.

8. (The company) shall adopt all the necessary measures to ensure confidentiality of all the data and information contained within this contract and the information they may receive or acquire as a consequence of the performance of the contract.

9. On behalf of the JWP the Argentine Government shall take full copyright on any document or report provided by the company as part of the contract.

10. (The company) undertakes to maintain all personnel submitted in the application to tender throughout all stages of the performance of the contract. If for reasons outside of the company's control a change of personnel is necessary, (the company) shall require the written agreement of the Argentine Government on behalf of the JWP.

11. (The company) shall not communicate directly or indirectly with the media on any issue related to the contract without the express permission of the Argentine Government on behalf of the JWP

12. Any dispute, controversy or claim arising out of or relating to this contract, including its awarding, its breach, interpretation, termination or invalidity thereof, shall be settled through negotiations between the JWP established by the Exchange of Notes of 11 October, 2001 and (the company).

If the abovementioned controversy, dispute or claim cannot be settled within a period of 180 days as from the beginning of the negotiations, either of the Contracting Parties hereto shall be entitled to submit them exclusively to an ad hoc arbitration tribunal in accordance with the "Arbitration Rules of the United Nations Commission on International Trade Law" adopted by the United Nations General Assembly through Resolution 31/98 dated 15 December 1976. The arbitral tribunal will be made up of three arbiters. Arbitration shall be held in the city of Paris in English and Spanish languages.

A handwritten signature or set of initials, possibly 'EJA', written in black ink at the bottom right of the page.

Substantive rules to be applied by the tribunal shall be exclusively those derived from: a) The Exchange of Notes exchanged by the Argentine Republic and the United Kingdom of Great Britain and Northern Ireland on 11 October, 2001 for the carrying out of a feasibility study on the clearance of landmines in the Falkland Islands (Islas Malvinas) applicable to this contract; b) The Notes exchanged by the Argentine Republic and the United Kingdom of Great Britain and Northern Ireland about contractual aspects and the inclusion of UXO within the scope of the feasibility study applicable to this contract; c) the provisions of this contract; and d) the UNIDROIT Principles of International Commercial Contracts (2004) which shall govern this contract in every matter not ruled by the abovementioned instruments.

Both Contracting Parties hereto agree to resort exclusively to the jurisdiction of defendant's State for any and all purposes related to the arbitration tribunal award in respect of enforcement and recognition thereof. No other types of claims related to the arbitral award shall be brought before any national courts. The "Convention on the Recognition and Enforcement of Foreign Arbitral Awards" adopted in New York on 10 June, 1958 shall apply to any outcome of the dispute mechanism in the contract.

[Signatures of the Company and of the Argentine Government]

British Government Declaration: The Government of the United Kingdom of Great Britain and Northern Ireland hereby declares that this contract between the Government of the Argentine Republic and (the company) is entered into in compliance with the Exchanges of Notes under sovereignty formula for the carrying out of a feasibility study for the clearance of landmines in the Falkland Islands (Islas Malvinas) of 11 October 2001; and for the establishment of contractual procedures of 3 August 2006 between the United Kingdom of Great Britain and Northern Ireland and the Argentine Republic, and that the text of this contract has been agreed upon by the Joint Working Party established through the first of the abovementioned Exchanges of Notes.

[Signature of the British Government]

A handwritten signature in black ink, appearing to be "E J H" with a stylized flourish at the end.

## **PART 1 – STATEMENT OF REQUIREMENT**

### **1. GENERAL FRAMEWORK OF THE PROJECT**

The Governments of the United Kingdom of Great Britain and Northern Ireland and the Argentine Republic signed in Buenos Aires, on October 11, 2001, an Agreement by Exchange of Notes for the carrying out of a Feasibility Study on the Clearance of Land Mines in the Falkland Islands (Islas Malvinas).

Both Governments also signed in Buenos Aires, on 3 August 2006 an Agreement by Exchange of Notes about the inclusion of unexploded ordnance (UXO) within the scope of the 2001 Exchange of Notes and the procedure to contract the carrying out of certain tasks belonging to the Main Study of the Feasibility Study.

Both abovementioned Exchanges of Notes are covered by the sovereignty formula which safeguards the British and the Argentine positions on the sovereignty dispute on the Falkland Islands (Islas Malvinas), South Georgia and South Sandwich Islands and the surrounding maritime areas, and were concluded in the light of the obligations in the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on their Destruction of December 10, 1997 (hereinafter the "Ottawa Convention").

### **2. GENERAL OBJECTIVE OF THE CONTRACT**

The Feasibility Study consists of a preliminary study (already undertaken), a main study which includes a field survey of the Falkland Islands (Islas Malvinas), and a final report. The field survey, which includes a written report of the findings, will be let as a single contract.

The aim of the field survey is to provide a detailed assessment of the availability and suitability of the methods and techniques normally used to detect, clear and dispose of land mines and UXOs, to provide an assessment of the potential environmental risks, and to estimate costs for each clearance method and for the environmental remediation.

This contract covers the field survey and report of the field survey only. For purposes of this contract, the contractor selected to conduct the field survey, shall be excluded from bidding for any subsequent follow-on requirement.

### **3. DETAILED SCOPE OF WORK**

#### **3.1. Application of International Rules on Humanitarian Demining**

According to the Exchange of Notes of October 11, 2001, the UK and Argentine Governments have agreed to use International Mine Action Standards (IMAS)<sup>1</sup>. IMAS 08.10 -General Assessment- will be used as the basis of the field survey.

<sup>1</sup> The IMAS are accessible via [www.mineclearancestandards.org](http://www.mineclearancestandards.org). The standards are frequently updated and this website will show the latest version.

RTU

## 3.2. EOD Support

EOD support will be provided to the Contractor by appropriate personnel on the Falkland Islands (Islas Malvinas), in accordance with the instructions set out in the attached "Joint Working Party (JWP) Notification to the Contractor on operative aspects regarding the performance of the contract".

## 3.3. Terminology

Below are some formal definitions taken from IMAS with the explanation of their relevance to the Falkland Islands (Islas Malvinas).

**3.3.1. General Assessment:** *"The continuous process by which a comprehensive inventory can be obtained of all reported and/or suspect locations of mines or UXO contamination, the quantities and types of explosive hazards, and information on local soil characteristics, vegetation and climate; and assessment of the scale and impact of the landmine problem on the individual community and country".*

The process of general assessment has been underway for some years and a considerable amount of data are held. This task will be less a matter of collecting data but collating that which are held and their subsequent analysis.

**3.3.2. Mined Area:** *"An area which is dangerous due to the presence or suspected presence of mines".*

The term "mined area" is used in preference to "minefield" as its definition more accurately describes the situation on the Falkland Islands (Islas Malvinas).

The United Kingdom has reported to the JWP that all mined areas are marked on the ground by a standard cattle fence with wooden stakes, heavy gauge wire and minefield marking signs. All these are annotated as red areas on 1:25,000 scale maps which are available. A table, cross referencing the marked areas to the information of mines and UXO within each area is also available.

Very little is known about the mines in some of the mined areas. It is quite likely that some of them contain nothing at all. At the time they were fenced, the soldiers clearing them may not have had sufficient confidence that all the mines had been cleared enabling them to remove the fences. It is possible that some areas were fenced because of "combat indicators" such as empty mine boxes (in which mines had been carried). Such indicators might have raised concern that mines were present even if none were seen. In some cases, it is possible, that an area still fenced actually has no mines.

In some of the large mined areas, if they contain anything at all, the actual area of mines is probably a small proportion of that fenced. In some cases the soldiers erecting the original fencing may have used existing fence lines as a short-term expedient. Some of the mined areas are on sand and a few of these are mobile beaches with extensive movement of dunes. In these latter cases, it is possible that some mines will have moved.

**3.3.3. Unexploded Ordnance (UXO):** *"Explosive ordnance that has been primed, fused, armed or otherwise prepared for use or used. It may have been fired, dropped,*

launched or projected yet remains unexploded either through malfunction or design or for any other reason".

The United Kingdom has reported to the JWP that a considerable quantity of UXO remained after the conflict and most of it was cleared using battle area clearance techniques; mainly visual search. There may still be some UXO not yet cleared outside the mined areas and there will be UXO inside the mine areas possibly including BL 755 submunitions. The presence, and subsequent destruction, of UXO within mine area perimeters must be factored into the consideration of appropriate clearance techniques.

**3.3.4. Mine:** "A munition designed to be placed under, on or near the ground or other surface area and to be exploded by the presence, proximity or contact of a person or vehicle".

The actual number of mines contained within the mined areas is not exactly known. The Argentine Republic has declared to the United Nations, that 20.000 anti-personnel mines and 5.000 anti-vehicle mines were planted during the 1982 conflict.

The exact number of mines is irrelevant since every mined area represents today a "fear zone" and all of them must be cleared independently from the number of mines contained in each of them. The following type of mines are known to have been used by troops on the Falkland Islands (Islas Malvinas):

Designation	AP/AT	Minimum Metal	Origin	Remarks
C-3-B	AT	Yes	Spain	
P-4-B	AP	Yes	Spain	
SB-81	AT	Yes	Italy	
SB-33	AP	Yes	Italy	
N° 6	AT	No	Israel	Copy of Russian TMN 46
N° 4	AP	No	Israel	Case in plastic, switches are metal
FMK-1	AP	Yes	Argentina	
FMK-2	AT	Yes	Argentina	
M1A1	AT	No	USA	1944 manufacture
Elsie	AP	No	UK	

The United Kingdom has reported to the JWP that it laid 3 minefields immediately after the cessation of hostilities. All were lifted in 1986 but a single mine (Elsie) could not be found. Following extensive searches in that area, the mine was still not found. This area is still fenced and will form part of the eventual clearance project and therefore must be part of the field survey.

**3.3.5. Booby Trap:** "An explosive or non explosive device, or other material, deliberately placed to cause casualties when an apparently harmless object is disturbed or a normally safe act is performed".

The United Kingdom has reported to the JWP that some of the mined areas are known to have contained booby traps, usually a hand grenade linked to a tripwire. Some booby traps may remain in place.

### 3.4. Scope Strategy



The United Kingdom has reported to the JWP its assessment that the Falkland Islands (Islas Malvinas) is an environment where all land is considered safe except for those marked as mined areas. Therefore the field survey is expected to include the analysis of clearing 100% of the landmines and UXOs through the total excavation of the mined areas down to a layer impermeable<sup>2</sup> to any moving mine, together with other options acceptable by IMAS.

### **3.5. Pre Start Mobilisation**

The Contractor shall:

- Confirm that he has any relevant registration and licences to undertake the work set out in the contract.
- Confirm that he has all the required insurance, to include, but not limited to, accident, medical repatriation, Third Party Liability and Employer's Liability.
- Undertake a comprehensive hazard assessment of risks and hazards likely to be faced during the contract by the members of the field survey team.

### **3.6. Mobilisation**

Notwithstanding the key programme dates (paragraph 6), the contractor shall be prepared to be fully mobilised on the Falkland Islands (Islas Malvinas) within two weeks from the signature of the contract.

### **3.7. Task Commencement**

The Technical Project Manager will confirm the exact date of task commencement and other details including flight coordination to and from the islands.

## **4. THE TASK**

### **4.1. Introduction**

There are three phases to the field survey: pre-deployment analysis; survey on the Falkland Islands (Islas Malvinas); and the reporting of the field survey findings. The contractor must take into account that the time on the islands will be limited and may be affected by weather. Therefore it is important to build flexibility into the plan of work whilst there.

Given its remoteness, once the field survey team leaves the islands, it will be difficult to obtain information that should have been collected during the field survey. Under no circumstances will this contract be amended to allow a second visit.

### **4.2. Pre-deployment analysis**

The Technical Project Manager will provide the contractor with every available data about the number of mined areas, their location and estimated contents, by type.

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<sup>2</sup> Impermeable in this context is defined as a geological layer that cannot be penetrated by a moving mine.



### **4.3. Mined area perimeters**

The perimeter of the mined areas will have been accurately assessed by the time of the field survey and will be made available to the contractor. For each mined area, a plan drawing is required at a scale of 1:10,000 showing its perimeter.

### **4.4. Environment**

The field survey is to:

- Catalogue the environmental status of each mined area with at least the following information:

- A geological assessment of the area to identify the underlying soil characteristics which will support any mitigation proposals. This could be undertaken using map based resources or visual inspection only.
- Undertake a survey of the flora within the affected areas to a level consistent with the International Vegetation Classification or equivalent.
- A survey of the fauna, consistent with the international classification, in the mined areas and areas adjacent to them including an analysis of any species likely to be affected by the clearance techniques recommended.
- The best route for vehicle and equipment access to each mined area is to be decided and an estimate of damage likely to be caused along that route is to be made.
- Identify mitigation proposals for all mined areas.
- Consider the best options for post-clearance restoration at each sites, which as a minimum should consider translocation of flora habitats and translocation of fauna, and spreading of cuttings, etc.
- Consider mitigation for the fauna on and adjacent to the sites, which will include as a minimum, noise disturbance and breeding seasons.

### **4.5. Technical Assessment**

The Contractor's technical assessment shall include an assessment of the methods and techniques considered suitable to detect, clear and dispose of the landmines and UXO within the mined areas on the Falkland Islands (Islas Malvinas) The Contractor is expected to visit every accesible mined area.

Although the field survey is not limited to these, it will consider the possibilities of using:

- detection systems;
- manual demining techniques;
- mechanical systems.

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The field survey shall not consider techniques that might cause uncontrollable environmental damage, such as:

- burning the peat in which some mines are laid;
- using chemical defoliants.

The Contractor's technical assessment shall include all the component equipment, systems and manpower. When appropriate, specific equipment and systems should be named.

#### **4.6. Costs and risks analysis**

The field survey will assess the costs and risks, including environmental risks, of each option viewed as technically feasible and will produce a cost-benefit analysis, leading to an order of preference for the various options.

#### **4.7. Priority of Clearance**

The field survey is to recommend an order of priority among the mined areas for the clearance of landmines and UXO taking into account proximity to centres of population and based on the most efficient use of the human, material and financial resources required.

#### **4.8. Supplementary Issues**

**4.8.1. Treatment of any explosive item located:** In the event that a mine or an item of UXO is found during the field survey, it must not be touched or moved and its location must be reported according to the instructions given in paragraph 3.2 and in accordance with the instructions set out in the attached "Joint Working Party Notification to the Contractor on operative aspects regarding the performance of the contract".

**4.8.2. Quality assurance and quality control:** There are two aspects to this requirement: firstly, that of the field survey itself; secondly that of any subsequent follow-on clearance work.

For the field survey itself, the Contractor shall ensure that the quality of its work is to be as high as practically possible.

For any subsequent follow-on clearance work, the field survey must consider how the quality control of clearance is compatible with relevant IMAS, including the 100% level (see paragraph 3.4). This must be included in the draft Scope of Work to be provided at the conclusion of the field survey (see paragraph 8.2.2).

### **5. LOGISTICAL ASPECTS**

#### **5.1. Joint Working Party provided items**

**5.1.1. Transport:** Transport will be provided in accordance with the instructions set out in the attached "Joint Working Party Notification to the Contractor on operative aspects regarding the performance of the contract".

**5.1.2. Personnel:** No more than two (2) monitors from each country will accompany the Contractor during the field survey. Names will be agreed in advance by the JWP.

**5.1.3. Maps, plans and reports:** The Technical Project Manager will provide the Contractor with maps, overall islands plans and geotechnical data.

## **5.2. Contractor provided items**

The contractor shall provide all equipment, material and services not provided by the JWP. The contractor must make his own provision of accommodation whilst on the Falkland Islands (Islas Malvinas).

## **6. KEY PROGRAMME DATES**

Issue ITT	D Day
Return of bids	D + 6 weeks
Notification to companies by	D + 10 weeks
Contract signed by	D + 11 weeks
Pre-Start Mobilisation	D + 14 weeks
Commencement of Field Survey	D + 16 weeks

*The time on the Falkland Islands (Islas Malvinas) is subject to further discussion and flight availability. For planning it is estimated to be in the order of 18 days.*

Draft report by	D + 26 weeks
Comments from JWP to contractor by	D + 29 weeks
Final report by	D + 32 weeks

## **7. CONTRACTOR'S METHOD STATEMENT**

The contractor shall provide through the tender response a method statement detailing the methods and resources to be employed in executing the service requirement.

## **8. INFORMATION TO BE DELIVERED BY THE CONTRACTOR**

### **8.1. Technical and commercial information**

The contractor shall provide to the JWP a project-specific method statement with its tender containing the following:

- Management Plan.
- Methodology.
- A task risk assessment.
- QA/QC plan.
- Task programme.
- Mitigation proposals.
- Details of equipment to be provided by the contractor.
- Names and details of all those in the team.

### **8.2. Operational information**

**8.2.1. Reports:** The Contractor shall provide a draft report of the visit by D + 26 and a final report in two parts by D + 32, containing the following information:

1. Part 1 - A review of how the work was undertaken during the field survey.

2. Part 2 - The technical information required:

- a) A catalogue of all the landmines and UXO thought to remain a threat within the mined areas using the data collection forms in operation with the in place Information Management System Mine Action (IMSMA)<sup>3</sup>.
- b) A catalogue showing each mined area, its perimeter, probable explosive content, and environmental status.
- c) The options for clearance: techniques, timescales, financial, logistic and environmental costs.
- d) The options for environmental restitution: techniques, timescales and financial costs.
- e) The recommended best option. If a single technique is not considered best for all the areas, then recommend the range of options considered.

Comments from the JWP on the draft report will be sent to the Contractor by D + 29.

**8.2.2. Draft Scope of Work for Possible Clearance.** The Contractor shall draft a suitable Scope of Work to be included in an invitation to tender for any subsequent clearance work.

**8.2.3. Confidentiality:** All data collected and the reports will be the property of the United Kingdom and Argentine Republic governments.

## **9. CONTACTS WITH THE JOINT WORKING PARTY**

**9.1. Technical Project Manager:** Lieutenant Colonel Robin C. SWANSON, SO1 CPAC IHL2, Level 4, Zone N, Ministry of Defense, Main Building, Whitehall, London, SW1A 2HB. Tel.: 44(0)20 72181318, United Kingdom. E-mail: [robin.swanson266@mod.uk](mailto:robin.swanson266@mod.uk)

**9.2. Financial Project Manager:** Secretary of Embassy Gerardo A. DÍAZ BARTOLOMÉ, Esmeralda 1212, 13th floor, 1007 Buenos Aires, Tel.: (54-11) 4310-8111, Argentine Republic. E-mail: [dbg@mrecic.gov.ar](mailto:dbg@mrecic.gov.ar)

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<sup>3</sup> See IMAS 08.20 Annex D

# ATTACHMENT 1 – JOINT WORKING PARTY NOTIFICATION TO THE CONTRACTOR ON OPERATIVE ASPECTS REGARDING THE PERFORMANCE OF THE CONTRACT

## 1. PURPOSE

These notes are submitted in conjunction with the Invitation to Tender and signed by the Heads of the Delegations of the British and Argentine Governments to the Joint Working Party (JWP) consisting of representatives from the Argentine Government and Government of the United Kingdom. The purpose of these notes is to clarify those aspects of the contract not included within the accompanying Invitation to Tender and, while not forming part of the contract itself, supplement it in order to cover additional aspects that assist in the formulation of a bid.

## 2. CONTENTS

The content of these notes represents the limit of support and services to be provided by the United Kingdom once the contract has been awarded. A 1:25,000 scale map annotating all mined areas will be forwarded in the post by the Technical Project Manager when the tender Company/NGO informs him of the point of contact and address (this will become Enclosure 1). A table cross referencing the marked area to the information of landmines and UXO assumed to be within each area is attached as Enclosure 2. Both enclosures should be destroyed on termination or expiry of the contract.

## 3. DEPLOYMENT

The United Kingdom provides a Charter flight to the Falkland Islands (Islas Malvinas) each week. The Contractor will be permitted to use this service on a payment basis which must be built into the cost bid [1280 GBP return per person plus embarkation tax of 20 GBP]. The Technical Project Manager, will authorise and coordinate the flight plan with the commencement and completion of the field survey. The Contractor shall not make any separate arrangements to visit the Falkland Islands (Islas Malvinas) without the prior permission of the Technical Project Manager.

## 4. LOGISTICS

The United Kingdom will provide the following free of charge to the Contractor during the field survey on the islands:

- One four wheeled drive vehicle (maximum 4 person capacity) with fuel and lubricants as required. This will be provided with a military driver and shall only be used in connection with the field survey duties.
- One BV-206 tracked vehicle will be provided if required for access to areas not accessible by four wheeled drive vehicles. A military driver will be provided.
- Helicopter flights to those mined areas not accessible by vehicle.

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## 5. LIABILITY

The Contractor shall be responsible for the proper care and first line maintenance of any equipment provided by the United Kingdom. The United Kingdom will hold the Contractor liable for any misuse, loss or damage to equipment that is provided.

## 6. REPORTS AND INFORMATION

Following Award of Contract, the United Kingdom will make available as much data as possible concerning the mined areas to the Contractor. Data is held in MOD (London), 33 Engineer Regiment (EOD) (Wimbish) and the Joint Service EOD Detachment (Falkland Islands/Islas Malvinas). All relevant data should be identified and analysed.

The following reports will also be made available:

- *Peatland Mine Clearance and Site Restoration. Report of visit to the Falkland Islands.* 1983. E. Matby, University of Exeter. Undertaken for the MoD.
- *Comparative Analysis of Peat and Organic Soils from the Falkland Islands and Northern England.* 1985. E. Maltby. Undertaken for the MoD.
- *Data on the Cutting and Burning of Falklands Peat.* 1983. E. Matby & CJ Legg. University of Exeter. Undertaken for the MoD.
- *Land Systems Analysis of the Falkland Islands with Notes on the Soils and Grasslands.* 1969. RB King, DM Lang & A Blair Rains. Directorate of Overseas Surveys. Undertaken for the Overseas Development Administration. Reprinted in 1982 for the MoD.

## 7. EOD AND OTHER ASSISTANCE

The Contractor will be accompanied by the United Kingdom Mines Warrant Officer, and EOD and other experts throughout the visits to the mined areas on the Falkland Islands (Islas Malvinas). They will provide EOD and other services and give advice on the mined areas where necessary.

## 8. ACCOMMODATION

The Contractor shall make his own provision for accommodation whilst on the Falkland Islands (Islas Malvinas). These costs must be included in any tender submission.

## 9. TRAVEL

Usual arrival and departures procedures will apply to every person involved in the project.

Enclosures:

1. 1:25,000 Mined Area Map . (to be sent by post on notification to Technical Project Manager of POC/Address).
2. Mined Areas Contents Overview.

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## **ANNEX 2 – CRITERIA FOR THE AWARDING OF THE CONTRACT**

1. The Joint Working Party (JWP) will only consider the proposals received in which the tenderers:
  - A. Agree to the terms and conditions of the contract, and
  - B. Adequately report on their technical capability, commercial solvency, the institutional experience of the company and competency of the persons to be employed for the fulfilment of the contract.
  - C. Are considered eligible by the two Parties to the JWP.
  
2. In assessing the technical capability of the tenderers, the JWP will take into account:
  - A. The project plan, including the management of that plan submitted by the tenderers.
  - B. The experience accredited by the company related to the object of the contract.
  - C. The skills of the personnel that the company will employ based on submitted CVs
  - D. The organization and structure of the company.
  - E. The management plan for health and safety risks.
  - F. The management plan for environmental risks.
  - G. The risk assessment of the project.
  - H. The GANTT Diagram.
  - I. The Quality Assurance and Quality Control Plan.
  - J. The Method Statement.
  
3. In assessing the commercial reliability of the tenderers, the JWP will take into account the fulfilment of other previous contracts by the company.
  
4. The total cost and technical capability shall be given equal weight by the JWP in assessing the tenders.
  
5. The JWP shall take into account the payment mechanism proposed by the company specifying additional expenditures which it may incur.
  
6. The JWP may request any clarification that it might deem necessary to the tenderers with a view to applying the above mentioned criteria.
  
7. Any record related to the application of the abovementioned criteria by the JWP shall be kept confidential by the two Governments.



### ANNEX 3 - INVITATION TO TENDER

Date

The Joint Working Party established by the agreement of the Exchange of Notes signed by the Governments of the Argentine Republic and the United Kingdom of Great Britain and Northern Ireland on the carrying out of a Feasibility Study on the Clearance of Land Mines in the Falkland Islands (Islas Malvinas) of 11 October 2001 hereby invites (the company) to tender for the performance of the tasks described in the enclosed documents.

The enclosed documents are:

- 1: Draft Contract
  - Part 1: Statement of Requirement.
  - Attachment 1: JWP Notification to the contractor on operative aspects regarding the performance of the contract.
  - Attachment 2: Exchanges of Notes of 2001 and 2006.
  
- 2: Criteria for the awarding of the contract

No more than three working days after receiving this Invitation to Tender, companies should acknowledge receipt in writing to the Financial Project Manager at the e-mail address mentioned in Point 9 of the Statement of Requirement indicating whether they will be submitting an application to tender and accepting the timetable contained in the Statement of Requirement.

Tendering companies undertake to submit by 18 September 2006 their application to tender to the two Project Managers of the Joint Working Party at the e-mail addresses provided in Point 9 of the Statement of Requirement.

All companies that receive this Invitation to Tender with the exception of the successful tenderer undertake to destroy all original documentation received related to this Invitation to Tender, including any and all attachments.

The Joint Working Party will notify tenderers of its decision by D+10.

The submission of a tender under this invitation implies full acceptance by the tenderer of the "Criteria for the awarding of the contract". The dispute settlement procedure set forth in paragraph 12 of the Draft contract, including negotiations between the Joint Working Party and the company, applies to any dispute arising out from this invitation to tender

Routine consultations should be done with the Financial Project Manager.

[Signed by both Heads of Delegations to the JWP]

A handwritten signature in black ink, consisting of stylized, overlapping letters and lines, located at the bottom right of the page.