



Tender Document 5 (TD5): PCP Contract for Phase 3



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LANGUAGE

This Phase Specific Contract is executed in French. An English version is provided for convenience only.

In the event of any discrepancy, inconsistency or difference of interpretation between the French version and the English version, the French version shall prevail.

PREAMBLE

This is a PCP Contract for Phase 3 between the following parties:

On the one part, the "Lead Procurer" (contracting authority), **Ministère de l'Intérieur (France)**,

acting in the name and on behalf of the other members of the Public Buyers Group (together with the Lead Procurer: "Procurers"):

1. Ministerstvo Vnitra Slovenskej Republiky (Slovakia)
2. Ministerio del Interior (Spain)
3. Société Nationale des Chemins de Fer (France)

On the other part, the "Contractor", [insert details of the contractor],

[OPTION for joint tenders: acting in the name and on behalf of the other members of group of tenderers:

1. *[insert the details of the members of the group of tenderers]*

The members of the group of tenderers are hereafter collectively referred to as "Contractor" and will be jointly and severally liable vis-à-vis the lead procurer for the performance of this Framework Agreement and the Phase Contracts.]

The Lead Procurer, the Public Buyers Group and the Contractor(s) shall be referred to together as "Parties", unless otherwise specified.



By signing this Phase Specific Contract, the Parties agree to implement Phase 3 of the Pre-Commercial Procurement (PCP) in accordance with its provisions and all the obligations it sets out.

Now, therefore, between the Parties, as above represented,

WHEREAS:

- Based on the communication by the Lead Procurer of [insert date], the above-mentioned Contractor has been declared as one of the successful tenderers in the SHIELD PCP.
- On [insert date], the Lead Procurer and the Contractor signed the Framework Agreement, which provides in Article 1 that the Contractor shall proceed with the performance of the activities in accordance with the Phase 3 Specific Contract, which constitutes integral and substantial part of the Framework Agreement.

The conditions for the execution of the assignment subject of this Phase 3 Specific Contract, in accordance with Article 2 of the Framework Agreement, are expressed as follows:

TERMS AND CONDITIONS

Article 1 – Subject of the agreement

1.1 This Phase Specific Contract defines the specific terms and conditions for the implementation of Phase 3 of the PCP.

Article 2 – Duration

2.1 This Phase 3 Specific Contract is effective from [insert date] to [insert date]. Upon termination of this Phase 3 Contract, in accordance with Article 23 of the Framework Agreement (TD2) of [insert date], the Lead Procurer reserves its right to execute the assessment/evaluation of the performed activities, within the condition specified therein.

2.2 The period of execution of the tasks under Phase 3 may be extended only with the express written agreement of the Parties, prior to the expiration of the period for execution of the tasks.

Article 3 – R&D services to be provided

3.1 The Contractor shall provide the R&D Services (tasks, deliverables and milestones) set out in the Call for Tenders (TD1) for this specific Phase 3 Testing and validation of the solutions.

3.2 The Contractor shall validate the solutions in real or simulated operational environments, demonstrating compliance with the functional and performance requirements defined in the Call for Tenders (TD1) and the Technical Form (TD8).

3.3 The works carried out will also encompass the definition of verification procedures for the evaluation of the performance of the defined solutions according to technical parameters, thus leading to an evaluation of the level of compliance of the solutions with respect to the specification from a technical standpoint, including validation under operational conditions relevant to the end-users of the Public Buyers Group.

3.4 The following members of the Contractor's staff shall be in charge of carrying out the R&D activities for the contract: [insert name].

3.5 The activities provided for under Article 3 shall be carried out in the Contractor(s) site.

Article 4 – Price and payment arrangements

4.1 The price to be paid by the Lead Procurer for the R&D services set out in Article 3 above shall be as follows:

Phase 3: Testing and validation of the solutions: [...] excluding VAT and [...] VAT included, if applicable.

4.2 Payments will be made according to the schedule set in section 5.3 of the Call for Tenders (TD1).

- 4.3 Payments will be based on satisfactory/successful completion of the deliverables of the phase as defined in the Call for Tenders (TD1). Based on the evaluation of the Procurement Technical Committee, the Procurement Evaluation Committee will make formal acceptance of the milestones and the deliverables. Consequently, the Procurement Evaluation Committee will give the authorization of the possible associated payment.
- 4.4 Once the Procurement Evaluation Committee formally accepts the milestones and the deliverables, the Contractor must submit its invoice exclusively via email according to the dispositions set forth in article 7.9 of the Framework Agreement.
- 4.5 The invoice must provide a price breakdown showing the price (including VAT, if applicable) for the R&D services and the price for supplies of products (in order to demonstrate compliance with the definition of R&D) in accordance with the provisions indicated in article 7.9 of the Framework Agreement.
- 4.6 Official documents must be issued within thirty (30) days prior to their submission and be valid when submitted (if a validity period is indicated). If a document has no expiration date, it must be issued within thirty (30) days prior to their submission and be accompanied by a declaration certifying that the respective document has no expiration date.
- 4.7 Once the deliverable has been evaluated as satisfactory, the Contractor will be asked to submit an invoice. Once the invoice and the additional documents have been accepted, the payment will be made within thirty (30) days by bank transfer.
- 4.8 The Contractor is free to administer the received payments within the terms of the Framework Agreement and this Phase Specific Contract.

Article 5 – Contact point of the Contractor

- 5.1 In relation to the activities provided by this Phase Specific Contract, the person(s) in charge of the activities is/are:

Mr. / Mrs. [insert name], on behalf of the Contractor.

Article 6 – Contact point of the Lead Procurer

6.1 The main contact point of the Lead Procurer will be [email], which all relevant legal, administrative and technical representatives will be able to access.

Article 7 – Termination

7.1 The cases and terms of termination are provided by Article 23 of the Framework Agreement (TD2).

Article 8 – Penalties and liability

8.1 Provisions contained in Articles 5, 22, 23, and 24 of the Framework Agreement (TD2) will ensure the correct and prompt execution of the obligations provided in this Phase Specific Contract. In case of conflict, the provisions of the Framework Agreement (TD2) shall prevail.

Article 9 – Applicable law and dispute settlement

9.1 The applicable law is the French law.

9.2 Any disputes between the Parties, arising with reference to the interpretation, performance, validity, effectiveness and termination of the Framework Agreement and the Phase Specific Contracts, shall be first topic of amicable settlement by the Parties. Consequently, the dispute shall be firstly addressed by the Contractor's representative and the Lead Procurer's representative. The Parties agree to work together in good faith to reach a settlement.

9.3 If that is not possible, the Tribunal Administratif of Paris shall have the jurisdiction to deal with any dispute or claim which has arisen or may arise out of or in connection with this Phase Specific Contract.

Article 10 – Entry into force

10.1 This Phase 3 Specific Contract shall enter into force between the Parties on the day of the signature by the last of the 2 parties and shall remain in effect until the completion date set out in Article 2 above..



10.2 In any case, the duration of the Phase Specific Contract shall be conditioned to the duration of the Framework Agreement. In the event of an early termination of the Framework Agreement, this Phase Specific Contract shall be also terminated automatically.

SIGNATURES

The Lead Procurer (FMI) signs for the PBG and — in case of joint tenders — the lead Contractor for the group of Contractors (consortium).

Signed by the duly authorized signatory of the Lead Procurer:

Date:

Signature:

Full Name:

Position held:

Signed by the duly authorized signatory of the Contractor:

Date:

Signature:

Full Name:

Position held: