



TENDER DOCUMENT 15 (TD 15): PCP SPECIFIC CONTRACT FOR PHASE 2

PREAMBLE

This is a Contract between the following parties:

This is a Framework Agreement between the following parties:

On the one part: The “Lead Procurer”,

KENTRO MELETON ASFALIAS(KEMEA), established in P Kanellopoulou 4 Street 10 177 Greece, as represented for the signing of the Contract by the President of BoD Theodoro Dravilla,

hereinafter referred to also as “KEMEA” acting in the name and on behalf of the other procurers in the Publics Buyers Group (together with the Lead Procurer: “PREVENT Buyers Group”) listed below:

1. CONSEIL REGIONAL PROVENCE ALPES COTE D'AZUR (REGSUD), established in Place Jules Guesdes 27, Marseille 13481, France,
2. SOCIETE NATIONALE SNCF (SNCF), established in 2 PLACE AUX ETOILES, ST DENIS 93200, France,
3. REGIE AUTONOME DES TRANSPORTS PARISIENS (RATP), established in QUAI DE LARAPEE 54 LAC B71, PARIS 75012, France,
4. AYUNTAMIENTO DE SEVILLA (SCC), established in PLAZA NUEVA 1, SEVILLA 41001, Spain,
5. TRANSPORTES URBANOS DE SEVILLA SAM (TUSSAM), established in DIEGO DE RIANO 2, SEVILLA 41000, Spain,
6. Ferrocarrils de la Generalitat de Catalunya (FGC), established in Carrer del Cardenal Sentmenat 4, Barcelona 08017, Spain,
7. METROPOLITANO DE LISBOA EP (ML), established in AV FONTES PEREIRA DE MELO 28, LISBOA 1069 095, Portugal,
8. FERROCARRIL METROPOLITA DE BARCELONA SA (TMB), established in CARRER 60 ZONA FRANCA 21-23, BARCELONA 08040, Spain,
9. FERROVIENORD S.p.A. (FN), established in PIAZZALE LUIGI CADORNA 14, MILANO 20123, Italy,
10. AZIENDA MOBILITA E TRASPORTI SPA (AMT), established in VIA MONTALDO 2, GENOVA 16137, Italy,
11. PRORAIL BV (PRORAIL), established in MOREELSEPARK 3, UTRECHT 3511 EP, Netherlands,
12. YPERASTIKO KTEL NOMOU IOANNINON ANONYMI METAFORIKI, TOYRISTIKI KAI EMPORIKI ETAIREIA DYTIKHS ELLADAS (KTEL), established in L.G. Papandreou 45, Ioannina 45444, Greece,

And on the other hand: [insert details of the Contractor], hereinafter referred to as the “Contractor”





The Lead Procurer, Buyers Group and the Contractor shall be referred to together as “parties”, unless otherwise specified.

By signing this Contract the parties agree to implement the PCP in accordance with the Contract and all the obligations set out.

WHEREAS:

- Based on the communication by the Prevent PCP Group of [*insert date*], the above mentioned Contractor has been declared as one of the successful tenderers in the Prevent PCP Project;
- On [*insert date*], the Lead Procurer (on behalf of the Buyers Group) 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 Contracts, which constitutes integral and substantial part of the Agreement.

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





TERMS AND CONDITIONS

Article 1 — Subject of the contract

This Specific Contract defines the specific terms and conditions for the implementation of the PCP procurement of R&D services set out in Article 3 for the PCP Phase 2.

Article 2 — Duration

- 2.1. This Specific Phase 2 Contract is effective from [insert date] to [insert date]. At the end of this Phase 2 Contract (TD15), in accordance with Article 21 of the Framework Agreement of [insert date] the Lead Procurer (on behalf of the Buyers Group) 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 2 as provided under Article 2.1 above 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 2 *Prototype Development*.
- 3.2. The Contractor will design and submit for technical evaluation its individual views of the solution that meets PREVENT PCP requirements and functional specifications, and will verify the technical, economic and organizational feasibility of their solution approach to address the PCP challenge.
- 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.
- 3.4. The following members of the Contractor's staff shall be in charge of carrying out the R&D activities for the specific contract: [insert name].
- 3.5. The activities provided for under this Article 3 shall be carried out in the Contractor(s)'s site and in the testing environment provided by SNCF.





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 2: Prototype Development [...] € excluding VAT and(…€) VAT included. #
- 4.2. Payments will be made according to the schedule set in Section 6.3 of the Call for Tenders (TD1).
- 4.3. Payments are based on satisfactory/successful completion of the deliverables of the Phase as defined in the Call for Tenders (TD1). On the basis of the evaluation of the Technical Management Committee (TMC), the Procurement Evaluation Committee (PEC) will make the formal acceptance of the milestones and the deliverables. Consequently, the PEC will give the authorization for the possible associated payment.
- 4.4. Once the PEC formally accepts the milestones and the deliverables, the Contractor must send its invoice by e-mail to: preventpcp-procurement@kemea-research.gr
- 4.5. The invoice must provide a price breakdown showing the price (excl. VAT) for R&D services and the price for supplies of products (in order to demonstrate compliance with the definition of R&D).
- 4.6. For the payments schedule described below the Contractor is requested to provide the Contracting Authority along with the respective invoice, the following documentation, accompanied by their official translation in English:
 - Tax Clearance certificate (payment of tax evidence) or equivalent.
 - Social Security Contributions Payment Certificate or equivalent.
 - Criminal Record of the legal representative(s) or equivalent.
 - Company Legal Documents (i.e. statute/modifications/legal documents for the Representation of the company, all approved and registered by the Competent Authority, if applicable).
 - Official Document with the bank account details.
- 4.7. Official documents must be issued within thirty (30) working 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) working days prior to their submission and be accompanied by a declaration certifying that the respective document has no expiration date.





- 4.8. The Lead Procurer can only pay if all these above mentioned documents have been attached to the invoice.
- 4.9. Payments will be made within thirty (30) days from the reception of the relevant invoice, by bank transfer.

The Contractor is free to administer received payments within the terms of the Framework Agreement and this Contract.

Article 5 — Security related obligations

- 5.1 Activities involving dual-use goods or dangerous materials and substances shall comply with applicable EU, national and international law. Before starting the activity, the contractor shall provide the Lead Procurer with a copy of any export or transfer licenses required.
- 5.2 Classified information shall be treated with due diligence and according to the provisions of the NDA (TD2) and the EURI template (TD 3) signed by the Contractor, all the members of the Consortium and/or subcontractors. Tasks involving classified information may not be subcontracted without prior written approval from the Lead Procurer. The Contractor shall inform the Lead Procurer of any changes relating to security and, if necessary, request an amendment.

Article 6 - Intellectual Property Rights

In accordance with provisions of Article 8 of the Framework Agreement (TD11), the Contractor undertakes to grant the Prevent PCP Group an irrevocable, indefinite, worldwide, royalty-free, non-exclusive License to use all Results, including Project Intellectual Property Rights and the Pre-existing rights that are needed to perform the Project for the purpose of executing the Project as well as for non-commercial research purposes, including trials set up to test the validity of the Results. In case of Results that constitute software, the non-commercial research License will extend to all updates and upgrades thereof during the trials set up to test the validity of the Results.

Article 7 - Individuals in charge

In relation to the activities provided by this Phase Contract, the individuals in charge of the activities are:

- Mr. /Mrs. [insert name], on behalf of the Contractor.
- Mr. /Mrs. [insert name], on behalf of the Prevent PCP Group.





Article 8 – Termination

The cases and terms of termination are provided by Article 21 of the Framework Agreement (TD11).

Article 9 – Penalties and liabilities

Provision contained in Articles 5, 22, 23 and 24 of the Framework Agreement (TD11) will ensure the correct and prompt execution of the obligations provided in this Phase Contract.

Article 10 — Applicable law and dispute settlement

10.1. The applicable law is the Greek law.

10.2. Any disputes between the parties, arising with reference to the interpretation, performance, validity, effectiveness and termination of this Specific Phase 2 Contract, shall be first topic of amicable settlement by Parties. Consequently, any dispute between the Parties arising out of or in connection with the Framework Agreement (TD11) and this Specific Phase 2 Contract (TD15) 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.

10.3. If that is not possible, any disputes between the Parties, arising with reference to the interpretation, performance, validity, effectiveness and termination of this Phase 2 Contract, shall be the exclusive competence of the Administrative Court of Appeal in Athens.

Article 11 — Entry into force

11.1. The Contract shall enter into force between the Parties on the day on which the Lead Procurer has received a signed duplicate of this Contract signed by the authorized representative of the Contractor and shall remain in effect until the Completion Date set out in article 2 "Duration" above.

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





Signed by the duly authorized signatory of the Contracting Authority:

Date:

Signature:

Full Name:

Position held:

Signed by the duly authorized signatory of the Contractor:

Date:

Signature:

Full Name:

Position held:





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