eCare

Digital solutions for frailty prevention in old adults

Pre-Commercial Procurement (PCP)

Tender Document 5 (TD5)

Specific contract template for phase 1

Deadline to submit an offer:

15th September 2021, at 12:00 midday (CET)

Important notice: This Request for Tenders is composed by a set of documents listed hereafter:

- TD1 – Request for Tenders
- TD2 – Challenge Brief
- TD3 – Tender forms
- TD4 – Framework agreement
- TD5 – Specific contract template for phase 1
- TD6 - Annexes

All documents available on *https://ecare-pcp.eu/* website.

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1 PREAMBLE

This is the specific contract for phase 1 ("**Specific Phase Contract**") for the delivery of R&D services under the eCare project in the framework of the eCare Pre-commercial Procurement between the following parties:

1. on the one part,

the "**Lead Procurer**", **AZIENDA SANITARIA LOCALE BENEVENTO** (ASLBN), addressed at Via Oderisio no. 1., Benevento, postcode 82100 in Italy and national registration number: IT01009680628, acting in the name and on behalf of the procurers in the buyers group (together with the Lead Procurer: "**Procurers or Buyers Group**"):

1. **CONSORCI SANITARI INTEGRAL** (CSI), addressed at Avinguda Josep Molins nos. 29-41, L'Hospitalet de Llobregat, postcode 08906, in Spain, and national registration number: ESQ5856254G.

2. **UNIKLINIKUM AACHEN** (UKA), addressed at Pauwels straße 30, postcode 52074 Aachen, Germany and national registration number: DE813100566.

3. **AYUNTAMIENTO DE SANTANDER** (SDR), addressed at Plaza del Ayuntamiento, s/n, Santander, postcode 39002, in Spain, and national registration number: ESP3907500G.

and on the other hand, 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]

2.

The members of the group of tenderers are hereafter collectively referred to as "the Contractor" and will be jointly and severally liable vis-à-vis the Lead Procurer for the performance of this the Specific Contract.***]***

The Lead Procurer and the Contractor(s) shall be referred to together as "**Parties**", unless otherwise specified and individually as a "**Party**".

The Specific Contract is composed of:

- Preamble
- Terms and Conditions

Both Parties mutually recognize their competence and capacity to enter into this Specific Contract and **IT IS AGREED** as follows.

2 TERMS AND CONDITIONS

2.1 Article 1— Subject of the Contract

This Specific Phase Contract defines the specific terms and conditions for the implementation of the PCP procurement of R&D services set out in Article 3— R&D services to be provided— for this PCP phase.

This Specific Phase Contract for phase 1 is made under and is subject to the terms and conditions of the Framework Agreement made between the Parties on the same date in relation to the Project with title "Digital solutions for frailty prevention in old adults", eCare PCP project which has received funding from the European Union´s Horizon 2020 Research and Innovation Programme under Grant Agreement No. 856960.

It is made subsequent to the invitation to tender under the Tender documentations and the Framework Agreement which includes phase 1.

All terms used in this Specific Phase Contract shall have the meaning set out in the Framework Agreement, unless otherwise is evident from the context.

2.2 Article 2— Duration

The Services with regard to phase 1 shall be provided and delivered in full within the timetable set out in the Tender Documents. For the purpose of phase 1, the "Completion Date" shall be 29th April 2022.

2.3 Article 3— R&D services to be provided

By the signing of this Specific Contract, the Lead Procurer assigns to the Contractor and the Contractor undertakes the task of performing the Services within the scope of phase 1 of the Project as described in the document "TD1 - Request for tender" and the "TD2 - Challenge Brief" that form part of the tender and as annexes to the Framework Agreement. The Service of Phase 1 consists of elaborate the solution design and determine the approach to be taken to develop the new solution as well asl demonstrate the technical, financial and commercial feasibility of the proposed concepts and approach to meet the procurement needs.

The Contractor acknowledges that the Lead Procurer has simultaneously entered into corresponding framework agreements and phase contracts for Phase 1 with other contractors.

The Contractor shall manage and complete the Services with regard to Phase 1 in accordance with the Bid submitted by the Contractor and shall allocate sufficient resources to the Services and the Project to enable it to comply with this obligation.

2.4 Article 4— Price and payment arrangements

The Price for those Services, in accordance with the Bid submitted by the Contractor, amounts to EUR 38,200 (thirty-eight thousand and two hundred twenty) excluding VAT and 49,000 (forty-nine thousand) VAT included. The Contractor is free to administer received payments within the terms of the Framework Agreement and this Specific Phase Contract.

Invoice for the payment has to be sent to the Lead Procurer address with the previous approval of the deliverable by the members of the Consortium and the Contractor bank account details.

Payments are based on satisfactory completion of milestones and deliverables of the phase. The Lead Procurer will pay within 60 days after receiving the invoice for the payment.

The payment and invoicing conditions are specified in section 5.5 'Contract implementation of the 'TD1 Request for Tender' document.

The following milestones shall be met:

- M1.1 Kick-off meeting
- M1.2 Interim progress review
- M1.3 End of Phase 1 review: delivery of solution design

The following deliverables shall be produced:

- D1.1 Phase 1 project abstract
- D1.2 Interim progress report
- D1.3 Solution design report
- D1.4 Abstract of the main results achieved.

2.5 Article 5— Security-related obligations

Non-applicable.

2.6 Article 6— Entry into force

The Specific Phase Contract becomes effective upon the day on which it is signed by the last Party and shall remain in effect until the Completion Date set out in Article 2— Duration. In any case, the duration of the Contract shall be conditioned to the duration of the Framework Agreement. So, in the event of an early termination of the Framework Agreement, this Contract shall be also terminated automatically.

3 SIGNATURES

Both parties sign the Agreement using electronic signature certificate

Signed by the duly authorized signatory of the Lead Procurer:	**Signed by the duly authorized signatory of the Contractor/Lead Contractor:**
Full name:	**Full name:**
Position held:	**Position held:**
Date and stamp:	**Date and stamp:**