



DRAFT CONTRACT PAO-B26-00012-CGo
FOR INFORMATION ONLY

BETWEEN

LE COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES,

a public scientific, technical and industrial research institution,
whose registered office is located at Bâtiment Le Ponant D - 25 rue Leblanc, Paris 15th
District, registered with the Trade Register of Paris under number R.C.S PARIS B 775
685 019, represented by Mrs Florence ROUILLON in his capacity acting as interim
director of the DEHT department at the LITEN institute,

hereinafter referred to as **"CEA"**

on the one hand,

AND

The Company _____,

whose registered office is located at _____,
registered in the Trade and Companies Register of _____ under the number
R.C.S. _____,
represented by Mr _____, acting in his capacity as _____,

hereinafter referred to as **"the Contractor"**

on the other hand,

It is jointly stated and agreed as follows:

ARTICLE 1 - PURPOSE

The purpose hereof is to set the conditions under which CEA entrusts the Contractor with the following duties, under this contract accepted by the Contractor, the supply of an item of equipment of spray pyrolysis, referred to as "the Equipment".

The contract includes an optional feature*:

- The price of transport, including insurance, according to CEA Grenoble DAP terms (ICC Incoterms 2020 Convention).

The CEA will exercise the options no later than the contract notification date.

Failure to exercise all or part of the options shall not entitle the holder to any compensation.

The basic equipment and the options exercised are hereinafter collectively referred to as "the Equipment."

***to be finalized in the final order**

ARTICLE 2 - CONTRACTUAL DOCUMENTS

Insofar as their provisions are not contrary to the provisions of this contract and its appendices which prevail, the following documents apply by decreasing order of priority:

- the Safety recommendations and their appendices (corresponding reference documents) ;
- the consultation file referred to as PAO-B26-00012-CGo, which is an integral part of the specifications referred to as LITEN/DEHT/DIR/CDC/2025/19 dated hereinafter referred to as the "specifications";
- the rules applicable to External Companies in terms of discipline, health and safety at work on the CEA site in question ;
- CEA's General Purchasing Conditions (Conditions Générales d'Achat - CGA) (issue of January 2022) ;
- standards, DTUs – *documents techniques unifiés* (unified technical documents or professional practices) ;
- the Contractor's proposal, with reference number [REDACTED] dated [REDACTED], as a complement.

(to be completed by the bidder)

The Contractor hereby acknowledges and accepts the aforementioned documents.

The Contractor's general sales conditions, excluding those resulting from mandatory legal provisions, are not binding, whatever their form.

ARTICLE 3 - CONTACTS

3.1 – CEA contacts

Technical contact :

M. Thibaut GUTEL
Tél. : 04.38.78.21.12

LITEN/DEHT
E-mail : thibaut.gutel@cea.fr

Commercial contacts

Mme Clara GOGORIAN
Tél : 04.38.78.05.24

Service des Marchés et Achats
E-mail : clara.gogorian@cea.fr

Mme Anne MANGIN
Tél : 04.38.78.05.26

Service des Marchés et Achats
E-mail : anne.mangin@cea.fr

Supplier accountancy: Tél : +33(0)1 69 08 47 50
Email : SFC-Fournisseur_GRE@cea.fr

3.2 – CEA Grenoble freight forwarding agents [for foreign suppliers outside the European Union]

For customs clearance formalities, the Holder must contact :

ZIEGLER
23 Rue de Brotterode
38950 - St Martin le Vinoux
France

Contacts: cea.grenoble@zieglergroup.com

Tel : +33 4 76 56 57 12

3.3 Contractor contacts

Technical contacts:

____ - ____ - Tel.: ____
Email: ____

Commercial contact:

____ - ____ - Tel.: ____
Email: ____

(to be completed by the bidder)

ARTICLE 4 - DELIVERY SCHEDULE

T0 being the date of notification of this contract,

T1 being the date of arrival of the Equipment at the Grenoble site, the Contractor must comply with the following deadlines **[to be completed by the bidder]** :

- Provision of Equipment: T0 + ____ months, **if Incoterm FCA**
- Delivery of Equipment: T0 + ____ months, **if Incoterm DAP**
- Assembly, commissioning and tests on site : T0 + ____ months,
- Acceptance of the Equipment: T1 + ____ months.

ARTICLE 5 - PACKAGING - TRANSPORT - DELIVERY

- **If the CEA handles the transport*** :

The Equipment is packed under the Contract Holder's liability.

The "Incoterm" selected is FCA **(FACTORY - COUNTRY)** (According to the ICC Incoterms 2020 rules).

The Holder shall inform the CEA of the location where the Equipment is to be collected, free of any handling constraints.

The transfer of risk takes place on dispatch.

- **If transport is entrusted to the Contract Holder*** :

The Equipment is packed under the Contract Holder's liability.

The "Incoterm" selected is DAP CEA Grenoble (According to the ICC Incoterms 2020 rules).

The transfer of risk takes place after delivery.

****To be finalised in the final order***

Deliveries shall be made only from Monday to Friday from 8:30 a.m. to 12 noon, and from 1:30 p.m. to 4 p.m. All deliveries should be made to the CEA's "RECEPTION" ("Deliveries") building on pain of giving rise to significantly late payments.

The address of the reception building is :

CEA GRENOBLE
BATIMENT RECEPTION
17 Rue des Martyrs
38054 GRENOBLE CEDEX 9
FRANCE

The Contract Holder must indicate the full number of the present Contract on the labels identifying the parcels (on the delivery slips inside).

Low Emission Zone

As CEA Grenoble is located in a Low Emission Zone (LEZ) for light commercial vehicles and heavy goods vehicles, the Contractor, its staff, and any subcontractors must comply with the regulations in force.

ARTICLE 6 - DOCUMENTS TO BE HANDED OVER ON DELIVERY

The Contract Holder shall hand over to the CEA, on delivery of the Equipment, all of the related documentation: CE certificate of conformity, operating instructions, user manual with plans and wiring diagrams, maintenance handbook, servicing instructions, and safety instructions in French.

Otherwise, Article 35 of CEA's General Purchasing Conditions shall apply.

ARTICLE 7 – ASSEMBLY/FITTING - TESTING - COMMISSIONING

Article 32 of CEA's General Purchasing Conditions shall apply.

The Contract Holder shall assign to assembly/fitting, commissioning and on-site testing qualified staff and suitable means for ensuring proper performance of those tasks, for inspecting them, and for conducting the relevant testing for proper operation.

At the end of this work, the procedures for acceptance of the Equipment are implemented.

ARTICLE 8 - ACCEPTANCE

Acceptance is granted after complete delivery of the Equipment and at the end of installation and commissioning operations, and after satisfactory tests, subject to compliance with the requirements specified in the specifications and in accordance with the provisions of Chapter 11 of the CEA General Purchasing Conditions.

This Reception shall be the subject of a report drawn up by the CEA and signed jointly by the representatives of the CEA and the Holder.

The transfer of ownership of the Equipment shall take place on the date of signature of the acceptance report.

ARTICLE 9 - TRAINING:

The Contract Holder undertakes, under the conditions described precisely in the Specifications, to give training on:

- the use of the Equipment for two people for one day,
- first-level maintenance for two people for one days.

The Contract Holder undertakes to provide the above-indicated training within a time limit of 30 days as from the date of commissioning of the Equipment.

ARTICLE 10 – WARRANTY

Notwithstanding the legally required guarantee, the Equipment is guaranteed for one (1) year as of the date of provisional acceptance for any faulty material, manufacturing defect, or operating defect, pursuant to the technical specifications of the Specifications.

This warranty covers parts (excluding consumables), labour, transport, and travel.

During the warranty period, the Contract Holder undertakes to perform repair work at the latest within 48 clear business hours after receiving a fax or an email from the CEA requesting assistance. These services shall be provided every day, from Monday to Friday from 8 a.m. to 5 p.m.

In the event of unavailability, the warranty period shall be extended for a term equivalent to the time for which Equipment is down.

ARTICLE 11 - MAINTENANCE

The Contract Holder undertakes to provide preventive and corrective maintenance for the Equipment after the warranty period for a minimum term of 10 years as of final acceptance.

The CEA reserves the possibility of entrusting maintenance of the Equipment to the Contract Holder under a subsequent and specific contract specifying the terms of performance (including term).

In which case, the financial terms and conditions of such a contract may not be less advantageous to the CEA than those established in the Contract Holder's proposal dated [redacted] reference [redacted].

CEA's General Purchasing Conditions mentioned in Article 2 shall be applicable to the contract for maintenance of the Equipment.

(to be completed by the bidder)

ARTICLE 12 - PRICE

The fixed, all-inclusive price of the contract is € [redacted] * excluding tax ([redacted] euros excluding tax).

This price includes packaging, transport*, installation, commissioning at CEA/Grenoble, warranty, and user training.

This price breaks down as follows:

Positions	Amounts in € excluding tax
Basic equipment	
DAP transport*	

***To be finalised in the final order**

ARTICLE 13 - PENALTIES FOR LATENESS

13.1- In the event of failure to meet contractual deadlines and time limits, the Contract Holder shall be liable to pay penalties for lateness of 200 euros per calendar day late.

The penalties applied under this paragraph shall be limited to a ceiling of 10% the amount exclusive of VAT of the Contract.

13.2- In addition to the instances described in the above paragraph, whenever the CEA serves formal notice on the Contract Holder to comply with its obligations within a period defined in the notice, and whenever the Contract Holder fails to do so, the CEA shall apply a penalty of 300 euros per calendar day late.

13.3- The penalties shall be applied as of right and without any obligation to serve prior notice, or to fulfil any other legal or judicial formalities as regards invoicing. The penalties shall be cumulative, and application thereof shall be independent of any other sanctions prompted by the lateness, and in particular independent of any termination or cancellation of the Contract. Should such termination take place, the penalties shall be applied up to the day on which notice of termination is served. The penalties shall not exonerate the Contract Holder from liability.

ARTICLE 14 - INVOICING CONDITIONS

The invoices are issued according to the following schedule:

- 30% of the amount excluding VAT of the Equipment to the main supplies identified as being the property of the CEA and possibly controlled.

- 10 % of the amount excluding VAT of the Equipment after delivery of the Equipment.

These two instalments are not permanently credited to the Contract Holder until acceptance is declared.

- 60 % of the amount excluding VAT of the Equipment and all taxes relating to the amount of the Equipment after acceptance.

It is specified that each invoice should reproduce the prior payment instalment already invoiced by the Contract Holder.

ARTICLE 15 - INVOICES – PAYMENTS

With a company under foreign law

Invoices are sent in one copy to :

CEA of Saclay
S3C - accounts payable PC 75
91191 GIF-SUR-YVETTE Cedex
FRANCE
Phone: +33 (0)1 69 08 47 50

All invoices issued bear the reference of the present contract.

Payments shall be made within 30 days from the date of receipt of the invoice, after delivery or execution.

Or with a company under foreign law if the Holder so wishes (Chorus Portal optional). It is specified that the use of the Chorus portal is optional for companies under foreign law. If the Holder opts for this method of invoicing, this choice is irreversible, for all future invoices and for all contracts concluded with the CEA.

invoices can be sent to the CEA via the State's Chorus Pro Portal (<https://chorus-pro.gouv.fr>).

In order to be taken into consideration, each invoice issued by the Contractor under this Contract must comply with the regulations relating to electronic invoicing specified in particular by the Instruction of February 22, 2017 relating to the development of electronic invoicing and include the following information in particular:

- the CEA's SIRET number: 775 685 019 00587
- the GRE-C service code that will be used to direct the invoice processing;
- the commitment number (SAP contract/order number) composed of 10 digits
- Invoicing address :

CEA de Saclay
S3C - Comptabilité fournisseur PC 75
91191 GIF-SUR-YVETTE Cedex
FRANCE

The payment period is 30 (thirty) days from the date of receipt of the invoice by the CEA subject to acceptance by the CEA of the services in accordance with market conditions.

Supporting documents attesting to the CEA's acceptance (PV) or to an event that triggered an invoicing term must be sent at the same time as the invoices.

In the event that an invoice is issued for all or part of the firm and optional services, the Licensee must break down the amount invoiced by detailing the firm part and each option.

Any invoice that does not comply with the terms of the contract will be returned to the issuer.

ARTICLE 16 -TAX SYSTEM [to be deleted if the Contract is outside France]

The tax regime applicable to this contract is that of VAT at the rate in force at the time of the chargeable event.

In the case of a delivery of goods, VAT will be payable at the latest at the time of transfer of ownership.

Pursuant to Article 269.2-a of the French General Tax Code, as amended by Article 30 of Law 2021-1900 of December 30, 2021, advance payments received on or after January 1, 2023, will be subject to VAT.

OR

TAX AND CUSTOMS SYSTEM

19.1 Tax system

This contract shall be subject to VAT at the rate applying at the time of the operative event.

The importation of equipment subject to the contract falls within the scope of French VAT under the provisions of Articles 32 and 60 of Directive 2006/112/EC.

In accordance with the provisions of Article 201 of the same Directive, the importer is liable for VAT at the rate applicable at the time of the chargeable event. The importer will pay the customs duties and VAT due on importation directly to the French Customs.

Depending on the option chosen, the transport service will be included in the amount of the VAT base, pursuant to Article 292 of the General Tax Code. This consists of the value defined by customs legislation, in accordance with Article 71 of the Customs Code of the Union.

19.1 Customs system

The Holder undertakes to take over the management of all export licences for the goods covered by this contract.

The holder undertakes to indicate on the commercial documents the customs nomenclature number as well as the origin of the goods and the country of last origin.

The CEA, Etablissement Public de Recherche, may benefit from exemption from customs duties for scientific instruments and apparatus, spare parts, components, accessories and specific tools (EC Regulation 1186/2009), provided that the objective technical characteristics and expected results are exclusively or mainly suitable for carrying out scientific activities and that the imports in question are non-profit-making.

Accordingly, the Holder undertakes to provide, in good time, all the documents necessary for the CEA to submit the request for exemption from customs duties.

Otherwise, the amount of customs duties unduly paid by the importer shall remain the exclusive responsibility of the Holder.

The customs clearance of the goods will be handled by the authorized customs representative of the CEA/Grenoble, DSV Air and Sea, located at 610 Rue des Tuilliers, Centr'Alp2, Saint Jean de Moirans since the departure of the goods with the LTA (airway bill) numbers in case of air transport or a copy of the bill of lading in case of sea transport, and the invoice accompanying the transport.

ARTICLE 17 - COMPLIANCE BY THE CONTRACT HOLDER WITH TAX AND SOCIAL/WELFARE LEGISLATION

The Holder undertakes to give to CEA :

- at the conclusion of the present contract and every six months from its notification until the end of the execution, the documents required by Article D.8222-5 (if established in France) or Article D.8222-7 (if established abroad) of the Labour Code and, where applicable, the list of names of foreign employees who may be employed (Articles D.8254-2 to D.8254-5 of the Labour Code);
- attestations and certificates issued by the competent authorities and bodies proving that the applicant has fulfilled his tax and social obligations (Order of 22 March 2019 establishing the list of taxes, contributions or social contributions giving rise to the issue of certificates for the award of public contracts).

The Holder must ensure that its suppliers and subcontractors also comply with these provisions when the contract is concluded and throughout its performance.

The Holder incurs penalties if he does not respect them (cf. article 21.1 of the CEA General Conditions of Purchase).

ARTICLE 18 – ASSURANCE

The provisions of Article 38 of the GTC apply in full to this contract.

ARTICLE 19 - APPLICABLE LAW AND COMPETENT COURT

It is expressly agreed that performance of the present Contract shall be governed by French law.

Any dispute that may arise between the Holder and the CEA in relation to this contract shall fall within the exclusive jurisdiction of the Administrative Court of Grenoble.

ARTICLE 20 — TERM AND EXECUTION OF THE CONTRACT

The Contractor is requested to return this contract duly signed for notification by the CEA.

Executed in Grenoble in one copy,

On the

For the Contract Holder,

For the CEA,

FOR INFORMATION ONLY

SPECIFICATIONS FOR THE DELIVERY OF MACHINES OR ELECTRICAL EQUIPMENT TO CEA/Grenoble

1. PRINCIPLE FOR ON-SITE DISTRIBUTION AT THE CEA/Grenoble

1.1 High Tension Network

Three-phase 15 000 V - 50 Hz

Earthed neutral per spool from neutral point

- . From a transformer 225/15 kV P = 80 MVA
- . Short-circuit intensity: 7 041 A
- . 7 272 kVa condenser battery

1.2 Low Tension Network

Three-phase 400 V from 15 000/400 V posts on 15 kV loop.

Neutral system:

- 2 systems coexist on site
- IT – distributed insulated neutral
- TN – neutral to ground

NOTE : *It is up to the supplier to find out from the ordering party the neutral system and the voltage in the building where the equipment will be installed before manufacturing the equipment .*

2. GENERAL PROVISIONS

2.1 Compliance with standards and decree in effect

All equipment must comply with French standards and decrees in effect, particularly the Decree of November 14, 1988 on the protection of workers (neutral protection system, interconnection of metal masses, lack of insulation, protection of workers from masses accidentally made live, protection from direct contact with live parts).

The low voltage wiring shall comply with NFC 15.100 and the enabling decrees

Make especially sure that equipment using high voltage has servo devices with locks and protective caps, draw up instructions for use and qualify personnel working with it.

2.2 Low voltage connection of removable devices (racks, consoles, small equipment...)

The use of scindex wire is prohibited.

All devices must be connected with cables that have built-in protective conductors.

When connectors are used, bare live parts must be inaccessible.

2.3 Insulation

Low voltage circuits shall have insulation greater than 0.5 MΩ under 500 V continuous.

2.4 Risks of Fire

If the dielectric is combustible, it is mandatory to have a safety device that complies with the prescriptions in the Decree of 11.143.88, Article 42.4

For transformers or other machines containing a liquid dielectric, the use of PCB (pyralene) is prohibited.

3. SPECIAL PROVISIONS

3.1 Cut-off Point

Each installation shall have an electrical cut-off point that is accessible and well marked.

3.2 Information to be supplied

Before manufacture, the builder shall specify the value of the line voltage, the maximum power and if special precautions must be taken in the event of a lack of power or microcut-off.

3.3 Notices and Wiring Diagrams

Machines or equipment must come with an installation plan, wiring diagrams for power and command with settings for the different protective devices conforming to the product, a user notice and a first service notice. These documents shall be in **FRENCH**.

3.4 Pre-commissioning Testing

All installations or equipment will be subject to testing at the initiative of **CEA/Grenoble** by an approved body.

Any irregularity reported will be corrected by the supplier, who cannot claim any kind of compensation.
