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| **SERVICE FRAMEWORK CONTRACT Coordination and logistical support to the organization of AGILE Project activities**  **Project AGILE no. M2AGL1016, M2AGL1017** |

**PLEDGE OF COMMITMENT FORM (PCF) – Lot 1: Coordination and logistical support for activities in Kazakhstan**

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| **INFORMATION FOR CANDIDATES**  It is in this Pledge of Commitment Form that the candidate company presents its financial bid and adheres to the clauses that CFI has drafted. This Pledge of Commitment Form is completed (fill in the [grey parts in square brackets]), signed and sent by the candidate company together with the documents requested in the Tender Regulations (TR). Then, when awarding, this Form shall be signed by CFI and, together with the Terms of Reference and the successful candidate company’s bid, shall constitute the Framework contract. |
| **ATTENTION**: This Form must be used for the awarding of the Framework contract. If this Form (or equivalent) is not submitted, the application shall be rejected.  In the case of a consortium, the Pledge of Commitment Form is filled in for the consortium by the representative. |
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# Article PURCHASER

**The French Media Development Agency - CFI**

**(Transtélé Canal France International)**

**62 rue Camille Desmoulins**

**92130 Issy-les-Moulineaux**

# Article PURPOSE OF THE PLEDGE OF COMMITMENT

This Framework contract concerns the coordination and logistical support to the organization of the Agile Project activities.

This Pledge of Commitment Form is for lot No 1 in the tender procedure of the Service Framework Contract*.*

# Article PRESENTATION OF THE CANDIDATE COMPANY

**The applicant company applies alone:**

* **Trade name and registered name of the applicant company who will perform the services:** [to be completed]
* **Status**:[to be completed]
* **Postal address of the head office**: [to be completed]
* **Email address:** [to be completed]
* **Telephone number:** [to be completed]
* **Registration number, failing which, a European or international identification number or an specific to the economic operator’s country of origin**: [to be completed]

**The applicant company is in the form of a consortium with[[1]](#footnote-2):**

jointly liable only[[2]](#footnote-3) OR  jointly-and-severally liable[[3]](#footnote-4)

In the case of a joint consortium, the representative is jointly and severally liable:

no OR  yes

In the case of a consortium, please state the information relating to its members below:

|  |  |  |
| --- | --- | --- |
| **No.**  **of**  **Lot** | **Trade name and registered name, postal address of the head office, email address, telephone number, registration number or equivalent** | **Exhaustive list of the services performed** |
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The members of the consortium have given a mandate to the representative, who signs this Pledge of Commitment in their name and on their behalf, to represent them vis-à-vis CFI and to coordinate all of the Services.

# Article TERM OF THE FRAMEWORK CONTRACT

The term of the Framework Contract is twenty-four (24) months from the notification of the Framework Contract.

The Framework Contract may be renewed:  YES  NO

# Article THE CANDIDATE’S COMMITMENT

After having read the Terms of Reference (ToR) and the documents mentioned therein, the candidate undertakes without reservation, in accordance with the clauses and terms and conditions of the documents referred to above, to provide the requested Services under the financial terms and conditions defined below. The candidate is committed on the basis of its bid, expressed in euros.

# Article PRICE

## General provisions

All the Framework Contract prices are detailed in Appendix 1 to this Pledge of Commitment Form.

The candidate is committed with regard to the prices excluding tax and the VAT rate. Any overrun of the prices inclusive of tax is borne by the applicant company, except for any change in tax regulations subsequent to the submission of its bid. Any tax optimisation benefits CFI.

## Amount and form of prices

The Services under the Framework Service Contract are paid for using a unit price set out in the Unite Price List (UPL), Appendix of the Application Form (AF), as and when the Services are performed.

The prices in the Framework Service Contract are exclusive of value added tax (VAT).

This Framework Service Contract is a single award contract with a maximum amount[[4]](#footnote-5).

The maximum amount of the Framework Service Contract is thirty-four thousand euros (€34,000) exclusive of tax.

## Price of the Services

The execution of the Services is subject to the issuance of purchase orders by CFI[[5]](#footnote-6). The execution of each Service begins on the date of receipt of the signed purchase order. The purchase orders are issued as and when required and include a description of the Services ordered: one purchase order corresponds to one activity.

Each purchase order is signed by a representative of CFI authorized to commit CFI. Therefore, only validly signed purchase orders shall be honored by the Service provider.

The Services are intended as services performed to satisfy the needs described in the Terms of Reference (ToR), within the total and cumulative limit of purchase orders of a maximum of thirty-four thousand euros (€34,000) exclusive of tax.

No purchase order may be concluded beyond the duration of the Framework Service Contract. Each purchase order issued during the period of execution of this Framework Service Contract must be honored by the Service provider, even if the duration of its execution extends beyond the overall term of the Framework Service Contract.

After issuing the purchase order, CFI has the right to cancel at the latest ten (10) days before the implementation of the activity or to modify it unilaterally. In the event of cancellation or modification, no compensation or indemnity of any nature whatsoever may be requested by the Service provider.

In the event of cancellation, CFI shall bear the costs of the Services concerned that the Service provider may have incurred as a result of the commencement of the execution of the purchase order, upon presentation of relevant receipts.

In the event of modification, the Service Provider shall receive a modifying purchase order under the same conditions as the initial purchase order.

Article Payments

The Framework Contract’s payment terms are specified in the Terms of Reference (ToR) of this Framework Contract.

CFI shall make payments by bank transfer to the bank account of the candidate company stated below. In the event of a consortium, the financial breakdown between the members of the consortium must be appended to this Pledge of Commitment Form by the candidate company.

*Attach the corresponding bank account statement as an appendix to this document.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Account name | | [To be completed] | | | |
| Banking establishment | | [To be completed] | | Address | [To be completed] |
| BIC or Swift Code | [To be completed] | | IBAN | [To be completed] | |

CFI shall make payments by bank transfer directly to the bank account of any subcontractors designated in the special legal documents relating to subcontracting.

Article SUBFRAMEWORK CONTRACTING

In the event of subcontracting, an appendix (the [DC4](https://www.economie.gouv.fr/daj/formulaires-declaration-du-candidat) or equivalent) to this Pledge of Commitment Form shall state the nature and amount of the services that you intend to have performed by subcontractors paid directly, the names of such subcontractors and the payment terms of the subcontracts.

Article Bid validity period

The bid validity period is one hundred and sixty (160) calendar days from the bid submission deadline.

Article ADVANCE PAYMENT

In accordance with the provisions of the Terms of Reference (ToR),

An advance payment will be made by CFI as described below. This advance payment cannot exceed 20% of the total amount of each purchase order.

**The candidate specifies whether it:**

|  |  |
| --- | --- |
| □ accepts the advance payment | □ refuses the advance payment |

# Article APPENDICES

*(Add any other appendices that accompany your bid)*

APPENDIX NO. 1 - FINANCIAL APPENDIX (UPL)

Article SIGNATURE OF THE BID

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| **For the candidate:**  Handwritten statement "*read and approved*":  In .....…......….., on...……......... Signature[[6]](#footnote-7):  Name and surname of signatory:  Position: |

Article CFI’S DECISION

# This proposal is accepted as valid for lot No 1 in the tender procedure of the Service Framework Contract*.*

1. This bid is accepted in euros, the currency for the performance of the Framework Contract and all legal documents resulting therefrom.
2. This Pledge of Commitment Form contains an Appendix.

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| **For CFI:**  In Issy-les-Moulineaux, on.................. Signature:  Name and surname of signatory: Emmanuelle Talon  Position: Chairwoman and CEO |

1. A consortium of operators is a temporary Framework contract between companies to draw up a joint bid in response to a Framework contract. This private Framework contract, which is organised within the framework of Framework contractual freedom, allows companies to organise themselves to jointly respond to a Framework contract. [↑](#footnote-ref-2)
2. The consortium is jointly liable when each of the economic operators who are members of the consortium undertakes to perform the service(s) that it may be awarded in the Framework contract. [↑](#footnote-ref-3)
3. The consortium is jointly and-severally liable when each of the economic operators who are members of the consortium is engaged for the entire Framework contract. [↑](#footnote-ref-4)
4. Pursuant to article R2162-4 of the French Public Procurement Code. [↑](#footnote-ref-5)
5. Pursuant to article R2162-13 of the French Public Procurement Code. [↑](#footnote-ref-6)
6. Original date and signature of a person authorised to legally commit the candidate company. [↑](#footnote-ref-7)