|  |  |
| --- | --- |
|  | **PROCUREMENT CONTRACT** |
|  | **Service – Supplies** |
|  | **Number: 26-MR2194** |
|  | |
|  | **Object of the contract:**  *Lot 1: Emergency Equipment needs for regional media outlets – Provision of power supply units* |
|  | |
|  | **MAXIMUM AMOUNT OF THE CONTRACT:**  *state here the amount of all supplies that may be delivered under the contract UAH excl. VAT* |
| |  | | --- | | **Award date:** |   This contract is subject to the French Public Procurement Code in its latest version in force as enacted by [Order No. 2018-1074 issued on 26 November 2018](http://www.marche-public.fr/ccp/ccp-plan-legislative.htm) and its Implementation [Decree No. 2018-1075 issued on 3 December 2018](http://www.marche-public.fr/ccp/ccp-plan-reglementaire.htm) constituting the regulatory aspects of the Public Procurement Code (“CCP”).  It is awarded by means of:  adapted procedure in application of Articles L. 2123-1 and R. 2123-1 to R. 2123-7 of CCP | |

TABLE OF CONTENTS

[**special conditions – commitment procedure** 4](#_Toc223089452)

[**ARTICLE 1:** **Object of the contract** 5](#_Toc223089453)

[**ARTICLE 2:** **Contractual documents** 5](#_Toc223089454)

[**ARTICLE 3:** **General characteristics of the Contract** 6](#_Toc223089455)

[Form of the Contract 6](#_Toc223089456)

[Term of the Contract 6](#_Toc223089457)

[Commencement and deadline of supply delivery 6](#_Toc223089458)

[**ARTICLE 4:** **Financial provisions** 6](#_Toc223089459)

[Amount of the Contract 6](#_Toc223089460)

[Form of prices 6](#_Toc223089461)

[Advance 6](#_Toc223089462)

[Payment procedure 6](#_Toc223089463)

[Payment terms and late payment interest 6](#_Toc223089464)

[Presentation of payment demands 7](#_Toc223089465)

[Bank transfer 8](#_Toc223089466)

[Value added tax (VAT) 8](#_Toc223089467)

[Taxes and duties 8](#_Toc223089468)

[**ARTICLE 5:** **inspection and acceptance activities** 8](#_Toc223089469)

[Inspection activities 8](#_Toc223089470)

[Acceptance of services and supplies 8](#_Toc223089471)

[**ARTICLE 6:** **Specific terms of execution** 8](#_Toc223089472)

[Delivery 9](#_Toc223089473)

[Export control 9](#_Toc223089474)

[Language of the Contract 10](#_Toc223089475)

[Commitments of the Contractor 10](#_Toc223089476)

[Confidentiality 10](#_Toc223089477)

[Provision of documents 11](#_Toc223089478)

[Insurance 11](#_Toc223089479)

[Contact person and communication 11](#_Toc223089480)

[Understaking against deforestation 12](#_Toc223089481)

[**ARTICLE 7:** **Re-examination clause** 12](#_Toc223089482)

[**ARTICLE 8:** **Similar services** 12](#_Toc223089483)

[**ARTICLE 9:** **penalties** 13](#_Toc223089484)

[Penalties for periodic documentary deliverables 13](#_Toc223089485)

[Penalties applicable to submission of final deliverables 13](#_Toc223089486)

[**ARTICLE 10:** **intellectual property** 13](#_Toc223089487)

[Definitions 13](#_Toc223089488)

[Ownership of results 13](#_Toc223089489)

[Exploitation of results 13](#_Toc223089490)

[Licensing of pre-existing rights 14](#_Toc223089491)

[Guarantees 14](#_Toc223089492)

[Image rights 14](#_Toc223089493)

[**ARTICLE 11:** **Termination of the contract** 14](#_Toc223089494)

[General terms of performance 15](#_Toc223089495)

[Procedure 15](#_Toc223089496)

[**ARTICLE 12:** **safety and security measures and responsabilities** 15](#_Toc223089497)

[**ARTICLE 13:** **ethics** 15](#_Toc223089498)

[**ARTICLE 14:** **Administration of personal data** 15](#_Toc223089499)

[**ARTICLE 15:** **Dispute resolution - applicable law** 15](#_Toc223089500)

[**ARTICLE 16:** **Derogation from the CCAG** 16](#_Toc223089501)

[**ARTICLE 17:** **AUDIT** 16](#_Toc223089502)

[**ARTICLE 18:** **Final provisions** 17](#_Toc223089503)

[Declaration 17](#_Toc223089504)

[**Annex 1: Specifications** 20](#_Toc223089505)

**special conditions – commitment procedure**

**Between:**

|  |
| --- |
| **EXPERTISE FRANCE SAS**  40, boulevard de Port Royal - 75005 PARIS, France  A simplified joint-stock company with share capital of €828,933 registered under the following numbers:   * SIRET no.: 808 734 792 00035 * Intra-community VAT number: FR36 808734792   Represented by Mr Jérémie PELLET, Managing Director,  **of the first part,** |

**and:**

|  |
| --- |
| **co-contracting party’s name**  (Hereafter the “Contractor”)   * Registered office address: * Registration number at the trade and companies registry: * Intra-community VAT no. (as applicable):   Represented by:  **of the second part,** |

(Hereafter referred to collectively as the “Parties“)

**Whereas:**

This Contract is part of the cooperation project **25GEO0C098** hereinafter referred to as the “main contract”, whose the code is 700003472 signed on 25/08/2025 by Jocelin Cornet, Carsten Schmitz-Hoffmann, Daniel Bushche and Jérémie Pellet, concerning “EU4Reconstruction: Citizen-oriented reforms and regulations for rebuilding Ukraine” implemented by Expertise France and Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH.

**In the light of the foregoing, the following is agreed:**

1. **Object of the contract**

The object of this contract (hereafter the “Contract) is “*Lot 1: Emergency Equipment needs for regional media outlets – Provision of power supply units*“.

1. **Contractual documents**

The Contract is composed of the contractual documents set out below in decreasing order of priority:

1. This document and its annexes:

* Annex 1 attached: Specifications;
* Annex 2: Financial proposal;
* The Code of Conduct of Expertise France (available at <https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+of+conduct/82cf6060-4768-4b25-8817-ccba1d86e568>);

1. CCAG - General administrative clauses applicable to public procurement for day-to-day supplies and services approved under the Order of 30/03/2021, subject to the exceptions set out in the Contract.
2. The Contractor’s bid dated XX/XX/XXXX

These documents constitute the entirety of the agreement between the Parties with regard to the Contract. They supersede all verbal and written communications, procedures, agreements, commitments, guarantees and settlements referring to its object and facts that may have been made by or on behalf of a Party to the other Party before the notification date. These documents are acknowledged by the Parties to represent the sole and complete expression of the terms of their agreement.

Without prejudice to the general rules applicable to administrative contracts, any modification to the Contract or the waiver of any right resulting from the Contract must be covered by an amendment signed by a duly authorised representative of each Party.

1. **General characteristics of the Contract**

## Form of the Contract

The Contract is a public contract for supplies at unit prices.

## Term of the Contract

The term of the Contract is 2 months from its award to the Contractor by Expertise France.

The Contract shall expire after all services/supplies have been delivered by the Contractor and all rights and obligations of the Parties resulting from the Contract have been extinguished. If all or some of the services/supplies remain outstanding by the specified period, the Contractor must immediately take all necessary steps to complete delivery without being able to claim any remuneration in this regard.

## Commencement and deadline of supply delivery

The supply delivery deadline under this Contract is 6 weeks from the award date of this Contract.

If all or some of the supplies remain outstanding within the specified deadline, the Contractor must immediately take all necessary steps to complete delivery without being able to claim any remuneration in this regard.

1. **Financial provisions**

## Amount of the Contract

The amount of the Contract is: State amount in UAH exc. VAT.

This amount equates to the total and fixed price of the Contract, which Expertise France undertakes to pay, after validation, all the services/supplies due under the Contract have been accepted without reservation. As pricing is fixed, it includes all costs relating to the corresponding service provision and/or delivery of supplies.

The details of the unit prices are set out in Annex II to this contract.

This Contract forms part of the cooperation project, hereinafter referred to as the “Main Contract,” under code **25GEO0C098** – “EU4Reconstruction: Citizen-oriented reforms and regulations for rebuilding Ukraine”  
The project is officially registered in Ukraine as an International Technical Assistance Project under **Registration Card No. 6352 dated 05 February 2026**, and is therefore exempt from taxation. It is implemented by Expertise France for the benefit of Ukraine.

## Form of prices

Prices are firm and non-modifiable.

## Advance

No advance will be granted.

## Payment procedure

* **Interim payment**

Not applicable

## Payment terms and late payment interest

Payment is always made out in the name of the issuer of the invoice or of the expense reimbursement request.

Overall payment terms for monies due under the Contract are thirty (30) days maximum from the date of receipt of the complete invoice, including all supporting documentation, or the date of service/supply acceptance if this date is later. Any missing document will prevent payment.

If these payment terms are not respected, Expertise France will pay late payment interest to the Contractor pursuant to Article R. 2192-10 et seq. of the CCP on the fight against late payment in public procurement contracts. The rate applied shall be the interest rate of the European Central Bank for its main and most recent refinancing operations, as applicable on the first day of the semester of the calendar year during which late payment interest started to accrue, plus eight percentage points.

The amount of the fixed indemnity to cover collection costs is set at forty (40) euros and will be systematically paid in addition to late payment interest. Interest below €40 shall not be mandated.

## Presentation of payment demands

In addition to the legal notices (intracommunity VAT no.), invoices relating to the Contract must contain the following information:

* Company name, address and registered office of the Contractor;
* Registration number of the Contractor (SIRET or equivalent);
* Bank account details;
* The code of the department acting as specifying department (stated in the article entitled Contact person and communication);



* Reference number of the Contract;
* The reference and title of the cooperation project concerned (if applicable);
* Clear and accurate description of the equipment/supplies sold and/or services performed;
* If the Contractor’s bank details are not stated on invoices, it must provide a statement or certificate of bank or post office account details, with the third-party form duly completed in all cases.

Invoices are to be forwarded via the Chorus Pro system, and must state the department code provided above corresponding to the department of Expertise France on behalf of which the Contract has been placed.

If the Contractor is not obliged to forward invoices via Chorus, it may submit its invoices to the contact person stated in the article entitled Contact person and communication.

Invoices for advances must be accompanied by the corresponding supporting documentation validated by Expertise France.

Invoices for balances (partial definitive payments) must be accompanied by a copy of the acceptance decision for the corresponding services and/or supplies.

Any missing document will prevent payment.

## Bank transfer

Payment for invoiced services/supplies will be made to the bank account identified in the third-party sheet.

Payment is always made out in the name of the issuer of the invoice or of the expense reimbursement request.

## Value added tax (VAT)

The Contractor must state the VAT rate applicable to the transaction or, as applicable, its VAT exemption by stating on the invoice the relevant provisions of the French General Tax Code or those of Directive 2006/112/EC of 28 November 2006.

Any Contractor benefitting from exemption must state “VAT exempt” in accordance with the rules that apply to it.

## Taxes and duties

The Contractor shall be directly responsible for all taxes and duties that may be levied against it under the Contract, both in the country of its registered office and in those of project implementation.

1. **inspection and acceptance activities**

## Inspection activities

Inspection activities will be carried out for services and supplies as set out in Chapter 5 of the CCAG-FCS. By way of derogation from Article 23 of the CCAG-FCS, inspection activities will be carried out by:

* the Archil Zhorzholiani, Deputy Team Leader EU4Reconstruction

## Acceptance of services and supplies

By way of derogation from Article 25 of the CCAG-FCS, acceptance activities will be carried out by:

* Archil Zhorzholiani, Deputy Team Leader EU4Reconstruction

Any lack of response from Expertise France shall not equate to tacit acceptance of services or supplies.

1. **Specific terms of execution**

## Delivery

Supplies shall be delivered to locations in eastern and south-eastern Ukraine (e.g., Chernihiv, Kharkiv, Dnipro, Mykolaiv, etc.), to a maximum of 19 delivery addresses. Delivery terms shall be DDP (Incoterms® 2020), Ukraine. The exact delivery addresses will be provided.

The Contractor shall notify Expertise France of the exact delivery date at least 7 calendar days in advance.

Each delivery shall be accompanied by a delivery note in duplicate, duly signed and dated by the Contractor or its carrier, giving the purchase order number and particulars of the supplies delivered. One copy of the delivery note shall be countersigned by Expertise France and returned to the Contractor or to its carrier.

Signature of the delivery note by Expertise France is simply an acknowledgment of the fact that the delivery took place and in no way implies conformity of the supplies with the purchase order.

Conformity shall be declared only where the conditions laid down in the Contract and in the purchase order are satisfied and the supplies conform to the tender specifications (Annex I).

Where, for reasons attributable to the Contractor, Expertise France is unable to accept the supplies, the Contractor shall be notified in writing at the latest by the deadline for the declaration of conformity.

Conformity of delivered supplies:

a) The quantity, quality, price, packaging and preparation of the supplies delivered by the Contractor to Expertise France must conform with those specified in the Contract and in the purchase order in question.

b) The supplies delivered must:

1) correspond to the description given in the tender specifications (Annex I) and possess the characteristics of the supplies provided by the Contractor to Expertise France as a sample or model;

2) be fit for any specific purpose required of them by Expertise France and made known to the Contractor at the time of conclusion of the Contract and accepted by the Contractor;

3) be fit for the purposes for which supplies of the same type are normally used;

4) demonstrate the quality and performance which are normal in supplies of the same type and which Expertise France can reasonably expect, given the nature of the supplies and taking into account any public statements on the specific characteristics of the supplies made by the Contractor, the producer or its representative, particularly in advertising or on labelling;

5) be packaged according to the usual method for supplies of the same type or, failing this, in a way designed to preserve and protect them.

## Export control

The goods covered by this contract may be subject to export authorisation. The contractor undertakes to comply in all circumstances with the applicable export control regulations. The contractor shall submit to us the Export Control Classification Form (ECCF) duly completed and signed for each item. The Contractor shall inform the Buyer of any regulatory changes (classification/embargo) affecting the goods sold.

The execution of any export of classified military goods and their relates materiel, and/or dual-use goods, by the contractor (exporter) is conditional upon obtaining export authorisation and compliance with the associated conditions.

## Language of the Contract

This document is written in English, which shall be the reference language for any dispute that may arise regarding the meaning or interpretation of the Contract, to the exclusion of any other language.

## Commitments of the Contractor

The Contractor is subject to a performance obligation and therefore undertakes to:

* comply with the Specifications;
* immediately notify Expertise France in writing of any communication or instruction relating to the services/supplies that it may receive from the Client (beneficiary country or public entity) or from a third party, and not to comply with any such communication or instruction until having discussed the matter with Expertise France and after receiving the latter’s written authorisation;
* notify any difficulty it may encounter with the performance of its obligations under the Contract;
* comply with all applicable laws and regulations of the country of delivery of the services/supplies and adopt an attitude and act vis-à-vis third parties in the interests of Expertise France, such that Expertise France cannot be reproached in this regard by the Client, or by any person the latter may have designated;
* protect the interests of Expertise France vis-à-vis the Client;
* act as a loyal advisor vis-à-vis Expertise France;
* present itself vis-à-vis the Client, partners and local authorities as a Contractor engaged by Expertise France;
* apply the undertakings of Expertise France as expressed in its Code of Ethics, provided in Annex 5 of the Contract.

In the context of Contract execution, the Contractor undertakes to:

* perform the services/supplies in a diligent, effective and economic manner, in accordance with generally accepted techniques and practices;
* employ appropriate modern techniques and safe and affective processes.

## Confidentiality

The Contractor shall treat as private and maintain the confidentiality of all documents and information received or which it becomes aware of in the context of the Project. It shall maintain the secrecy thereof and not use them for any purpose other than execution of the Contract.

In this regard, the Contractor undertakes:

* To protect and maintain the confidentiality of information considered or presented as such;
* To handle confidential information it receives with the same degree of care and protection as it applies to its own confidential information;
* only to reveal confidential information to its personnel and third parties involved in performance of the Contract after having received prior written and express approval from Expertise France;
* to take all necessary steps such that its personnel and third parties involved in execution of the Contract, who become aware of confidential information, undertake to treat such information with the same level of confidentiality as set out in this clause;
* As and when required, to reiterate the confidential nature of such information to its personnel and third parties involved in the execution of the Contract, as soon as said confidential information is communicated to the aforementioned persons;
* to reiterate the confidential nature of confidential information prior to any meeting during which confidential information is communicated.

Apart from where necessary for the purposes of service delivery, the Contractor may not disclose any element of the Contract without prior written consent from the other party.

## Provision of documents

Expertise France shall ensure that the Contractor receives in good time all the documents (as set out below) required for delivery of the services/supplies:

* Technical offer of the Main Contract
* Specifications of the Main Contract

## Insurance

The Contractor shall take out, and maintain at is own expense, third-party and professional liability insurance policies covering the physical injury and material and consequential damage that may arise from delivery of the services/supplies.

The Contractor shall also take out, and maintain at its own expense, insurance policies covering its working accident and occupational illness liability with regard to its agents assigned to delivery of the services/supplies.

The Contractor must be able to produce on request by Expertise France all certificates demonstrating its possession of the aforementioned policies.

## Contact person and communication

All communication and notifications between the Parties under the Contract shall take place in written form, either through the exchange of e-mails or via registered letter with acknowledgement of receipt, where the latter form is prohibited in certain cases under the Contract, and shall be deemed to have been validly served from its receipt by the addressee.

All correspondence shall be forwarded, all carriage costs paid, to the following addresses:

|  |  |
| --- | --- |
| For Expertise France : | Expertise France  Archil Zhorzholiani  Geographical Department  40, boulevard de Port Royal  F-75005 PARIS |
| For the Contractor: | To be completed by the Contractor |

Each Party may modify its address at any time subject to notifying the other Party thereof in writing.

## Understaking against deforestation

Within the framework of the policy to combat imported deforestation and in the hypothesis of the use of raw materials or processed products, the Contractor undertakes to evaluate precisely the quantities really necessary and to study alternatives to the products at risk listed below:

* Meat;
* Eggs ;
* Dairy products ;
* Ready-made meals, margarine, spreads;
* Leather shoes ;
* Automotive upholstery ;
* Household and cleaning products ;
* Agrofuels ;
* Lumber ;
* Solid wood or particle;
* Fuels ;
* Paper ;
* Cardboard ;
* Textiles ;
* Coffee, chocolate ;
* Exotic fruits ;
* Electronics.

For more information, the guide Engaging in Zero Deforestation Public Procurement is available at the following email address : <https://www.ecologie.gouv.fr/sites/default/files/Guide_politique_achat_public_zero_deforestation.pdf>

1. **Re-examination clause**

Under Article R.2194-1 et seq. of the Public Procurement Code, Expertise France may amend the provisions of the Contract subject to the following conditions:

* Substitution with a new pricing schedule if deletions, modifications or additions are made to the items in the initial pricing schedule, subject to approval by Expertise France;
* Revision of technical elements (clarification of deliverables, producer technical definitions, equipment technical documents, updated instructions, etc.).

Such modifications shall be notified to the Contractor by concluding an amendment.

1. **Similar services**

Under Article R.2122-7 of the French Public Procurement Code, the Contractor may be awarded a contract for similar services to those of the initial contract without advertising or competitive bidding.

1. **penalties**

The amount of penalties will be applied within the calculation of the balance due under the relevant item or purchase order.

## Penalties for periodic documentary deliverables

n/a

## Penalties applicable to submission of final deliverables

By way of derogation from Article 14 of the CCAG, penalties shall be applied at a fixed rate of EUR 50 (net) per day of delay in the delivery of the Items specified in Annex 1 to the CONTRACT.  
The total amount of penalties shall not exceed 10% of the total contract amount.

1. **intellectual property**

## Definitions

The Assignment provided for by this article requires definition of the following terms:

* “Result” means any intended outcome of the performance of the Contract which is delivered and definitively accepted by Expertise France;
* “Creator” means any natural person who contributed to the production of the result;
* “Pre-existing right” means any intellectual property right, including pre-existing technologies owned by Expertise France, the Contractor or any third party with a prior interest in the order to be executed under the Contract.

## Ownership of results

The ownership of results, and the title to related intellectual and industrial property rights, including the solutions and technical information they contain, are entirely and irrevocably transferred to Expertise France under the Contract. This Assignment only covers the economic rights of creators under the conditions set out in Article 8.3 of the Contract. The moral rights of creators are excluded. Such moral rights cover the disclosure, paternity and respect for the integrity of the results treated as a work within the meaning of the French Intellectual Property Code.

The aforementioned elements shall be deemed to be effectively transferred to Expertise France after acceptance of the results delivered to it by the Contractor.

The payment of the price to the Contractor is deemed to include any fees payable to the Contractor in relation to the acquisition of rights by Expertise France, notably all forms of exploitation of the results. The acquisition of such covers all territories worldwide.

## Exploitation of results

By acquiring title to the results developed by the Contractor, Expertise France becomes the holder of all economic copyright relating to such rights. In this regard, yet without the list being exhaustive, Expertise France may exploit the results for the following purposes:

* internal exploitation:
  + disclosure to its personnel;
  + communication disclosure to persons and entities working for Expertise France or cooperating with it, including contractors, subcontractors (whether legal or natural persons), EU institutions, agencies and bodies and member states' institutions;
  + installing, uploading, processing, arranging, compiling, combining, retrieving, copying, reproducing in whole or in part and in unlimited number of copies.
* distribution to the public:
  + in paper, electronic or digital format;
  + on the internet as a downloadable/non-downloadable file;
  + via display, radio or television broadcasting or any other transmission technique;
  + otherwise in any form and by any method.
* modifications:
  + modification of content, form or technique;
  + addition of new elements of content and form;
  + adaptation using new media;
  + translation into any language;
  + digitisation and computer processing.

## Licensing of pre-existing rights

Expertise France shall not acquire ownership of pre-existing rights. The Contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to Expertise France, which may use the pre-existing rights as set out in Article 8.3. Such licences shall become effective from the moment the results are delivered by the Contractor and accepted by Expertise France. On delivery of the results, the Contractor may, as required, provide Expertise France with a list of pre-existing rights and third parties' rights, including those of its personnel, of creators and of other right holders. The licensing of pre-existing rights to Expertise France under the Contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

## Guarantees

When delivering the results, the Contractor shall warrant that they are free of rights or claims from creators and third parties, including in relation to pre-existing rights, for any use envisaged by Expertise France.

On request from Expertise France, the Contractor shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties, except for the rights owned by Expertise France.

## Image rights

If natural, recognisable persons appear in a result or their voice is recorded, on request from Expertise France the Contractor shall submit a declaration in which such persons (or of the persons exercising parental authority in case of minors) give their permission for the described use of their image or voice. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

1. **Termination of the contract**

## General terms of performance

The Contract is subject to the termination clauses as defined in Articles 29 to 36 of the CCAG.

By way of derogation from Article 40 of the CCAG PI, termination for reasons of general interest is not applicable to this contract. However, the parties agree on the possibility of terminating the contract by mutual consent.

In the event of early termination, the Contractor shall immediately return to Expertise France all documents it may have received for the purposes of execution of the Contract.

## Procedure

Any termination decision shall be notified by Expertise France to the Contractor by registered letter with acknowledgement of receipt. It shall state the effective date of termination.

1. **safety and security measures and responsabilities**

The Contractor is the only one who is responsible for the safety of the people and property that he mobilizes for the execution of the present Contract and in this respect, takes all necessary measures. He undertakes to ensure that all of his employees and subcontractors comply with the safety instructions that he issues.

In the event of an incident and/or direct or indirect attack on the safety of people directly or indirectly mobilised by the contractor or its equipment, Expertise France cannot be held responsible in any way whatsoever.

1. **ethics**

The Contractor also undertakes to take note of the  [Expertise France Code of Conduct](https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+of+conduct/82cf6060-4768-4b25-8817-ccba1d86e568) and to comply strictly with it (the Expertise France code of conduct is available on the agency’s website: [www.expertisefrance.fr](http://www.expertisefrance.fr)).

Any breach to comply with the code of conduct may result in the termination of the Contract and incur the liability of the Contractor.

1. **Administration of personal data**

Not applicable

1. **Dispute resolution - applicable law**

Any dispute between the Parties relating to the existence, validity, interpretation, execution, and termination of the Contract (or any of its clauses) that the Parties cannot resolve amicably within 30 days of the notification of the dispute by the requesting Party to the other Party, shall be submitted to the competent court.

The applicable law for this Contract is French law, to the exclusion of any other law.

1. **Derogation from the CCAG**

The following articles of this document derogate from the CCAG-FCS:

* article 5 derogates from article 28 and 15 of the CCAG;
* article 9 derogates from article 14 of the CCAG

1. **AUDIT**

The Contractor may be submitted to an audit concerning compliance with the regulations and contractual obligations applicable to the performance of the present Contract. This audit may be carried out by Expertise France or by a third party appointed by Expertise France and may not be refused by the Contractor. If the audit is carried out by a third party, the appointed third party must not be a direct competitor of the Contractor. Scheduled audits may be carried out periodically or spontaneously at the request of Expertise France or a third party. In all cases, the contractor will be informed at least 5 working days in advance.

The Contractor therefore undertakes to:

* Allow Expertise France or the appointed entity, and facilitate their access to the information required to carry out the audits, including interviews with the people involved and on-site visits;
* Submit documents relating to the performance of the present Contract as well as any documents required by the auditors;
* Demonstrate transparency and respond to auditors’ requests;
* Implement any corrective measures that may be necessary.

Expertise France will notify the Contractor of the identity of the audit structure selected in the case of an external firm, the purpose of the assignment, the planned duration of the assignment and the names of the experts assigned.

The Contractor also undertakes to allow Expertise France, or any other third party mandated by Expertise France, to carry out an investigation in the case of an allegation of a prohibited practice[[1]](#footnote-1) relating to the present Contract, under the conditions set out above.

The conclusions of the audit report will be sent to each of the Parties by any means deemed appropriate by Expertise France.

The conclusions may prescribe the implementation of actions and a deadline for completion.

Any refusal by the Contractor to comply with the audit exercises and/or their conclusions gives as of right to Expertise France the possibility to terminate the present contract without compensation.

1. **Final provisions**

## Declaration

The Contractor, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) hereby declares:

* that no natural or legal person on whose behalf the Contractor is acting is subject to the prohibitions set out in Articles L. 2141-1 to L. 2141-6 and L. 2141-7 to L. 2141-11 of the French Public Procurement Code or any equivalent prohibition issued in another country;
* that the commitments made by the Contractor within the scope of the Contract do not create a situation of conflict of interest that may affect the execution of the Contract;
* that the Contractor have not committed any act that may influence the process of Project implementation to the detriment of the Beneficiary, and notably that no Understanding has been, or will be, entered into;
* that the negotiation, award and execution of the Contract has not given rise to, nor will do so in the future, any act of corruption as defined in the United Nations Convention Against Corruption dated 31 October 2003;
* accepts that the Contract will be awarded in accordance with standard practices and in electronic format.

Furthermore,

The Contractor, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) certify that:

* they do not acquire and don't supply/will not acquire or supply equipment and do not intervene/will not intervene in sectors under embargo by the United Nations, the European Union or France. For information, the list can be found at: <https://www.sanctionsmap.eu> ;
* they are not included in the lists of financial sanctions adopted by the United Nations, the European Union, France and/or the United States, notably in the fight against the financing of terrorism and against attacks on national peace and security. For information, the lists can be consulted at the references below:
* for the United Nations, the United Nations Security Council sanctions lists: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>;
* for the European Union, the lists can be consulted at the following address: <https://www.sanctionsmap.eu>;
* for France, see: <https://gels-avoirs.dgtresor.gouv.fr/List>;
* for the United States, see: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>;
* they are not subject to a World Bank exclusion order and are not on the list published by the World Bank. For information, the list can be consulted at the following address:

<https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

*In the hypothesis of such a decision of exclusion, we can join to the present declaration on honor the additional information which would allow to consider that this decision of exclusion is not relevant within the framework of the market)*.

Finally, the Contractor, its affiliates, suppliers, contractors, consultants and subcontractors (including directors, employees and agents of such entities) acknowledge and accept that the above-mentioned situations may lead to the automatic termination of the contract.

They undertake to inform Expertise France without delay of any change in our situation during the execution of the contract with regard to the present declaration.

FOR THE CONTRACTOR:

In.....………....….., on...…….....20....

Preceded by the handwritten words “Read and approved":

Signature[[2]](#footnote-2):

Name:  
First name:

Role:

FOR EXPERTISE FRANCE:

This offer is accepted as an undertaking.

In.....………....….., on...…….....20....

Signature[[3]](#footnote-3):

Name:  
First name:

Role:

**Done in one original copy retained by Expertise France.**

**Annex 1: Specifications**

1. **General information**

|  |  |
| --- | --- |
| Assignment name | Lot 1 - Emergency Equipment needs for regional media outlets – **Provision of power supply units** |
| Beneficiary | Regional media in high risk and frontline areas |
| Country | Ukraine |

1. **Context and justification of the need**

The EU4Reconstruction (EU4R) programme supports transparent, accountable, and inclusive reconstruction processes in Ukraine by strengthening good governance practices, media and public civic engagement, oversight mechanisms. For this to materialize, a functional local media is instrumental.

Regional media outlets in Ukraine, particularly those operating in high-risk and frontline areas, face acute challenges in maintaining continuity of operations. Ongoing security threats, infrastructure damage, and resource scarcity have severely undermined their ability to deliver timely, reliable, and independent information to local communities. These outlets are often the only trusted sources of news for populations exposed to disinformation campaigns, restricted mobility, and disrupted communication channels.

The situation has been further aggravated by recent strikes on power generation facilities, which have severely disrupted electricity supply and, consequently, the operational capacity of many outlets. Power outages have hindered broadcasting, digital communication, and the ability to maintain secure archives and reporting systems.

Recognizing these urgent needs, a needs assessment was launched in cooperation with Canal France International (CFI) to identify priority equipment and support requirements. This assessment confirmed that many regional outlets lack the essential tools—such as backup power sources, communication devices, and digital infrastructure—necessary to ensure safe, secure, and uninterrupted reporting under crisis conditions. Thus, emergency procurement for backup power sources is therefore required to address these gaps and enable outlets to continue their public service role despite ongoing disruptions.

This intervention is also fully in-line with the activities agreed at the recent EU4R Executive Committee meeting, held in December 2025.

1. **Objectives and desired results**
   1. **General objective**

The objective of the assignment is to ensure the operational resilience and business continuity of regional media outlets in high-risk areas of Ukraine by providing emergency equipment and support, enabling them to deliver timely, reliable, and independent information to local communities despite ongoing disruptions caused by conflict and recent strikes on power generation facilities.

* 1. **Specific objectives**

1. Safeguard access to verified information for communities in high-risk and frontline areas, reducing vulnerability to misinformation and disinformation campaigns.
2. **Strengthen the capacity of outlets to withstand operational disruptions**, particularly those caused by electricity shortages, cyber threats, and physical damage to infrastructure.
3. **Promote equity and inclusion by prioritizing support for under-resourced regional outlets, ensuring marginalized and frontline populations are not excluded from reliable information flows**
   1. **Anticipated results**

Regional media outlets in high-risk areas are equipped with critical tools and backup systems that allow them to continue operations despite power outages and infrastructure damage. Consequently, communities in frontline and vulnerable regions maintain access to timely, verified, and independent information, strengthening resilience against misinformation.

EU4R donor priorities on safeguarding civic space and countering disinformation are advanced through responsive, evidence-based and rapid intervention.

1. **Description of the assignment**
   1. **Planned activities**

The assignment consists of the emergency procurement of certain items and delivery of essential equipment to regional media outlets operating in high-risk areas of Ukraine.

Assignment preparation

The procurement will be grouped into three categories to ensure efficiency and alignment with the identified needs and priorities. This ToR is primarily for the procurement of the items under the category 1 below, the urgency is caused due to the extreme power shortage across the country and sever disruption in media activities. The justifications are also provided in the received request letters from the recipients.

1. **Power Supply Equipment (high priority and urgency)**
   * Items include power banks, batteries, generators, and solar panels.

Purpose: To provide reliable backup energy sources that mitigate the impact of electricity shortages and power outages, ensuring continuity of broadcasting, digital communication, and secure data storage.

1. Computer Equipment and Mobile Phones
   * Items include laptops, desktop computers, tablets, and mobile phones.

Purpose: To strengthen digital infrastructure and communication capacity, enabling media outlets to maintain reporting, editing, and dissemination of verified information under crisis conditions.

1. Photo and video equipment
   * Photo cameras and accessories.

To replace damaged and depreciated equipment and enable the teams produce high quality materials.

1. Other Essential Equipment

* Items include, networking devices, storage solutions, and other technical tools identified through the needs assessment.

Purpose: To enhance the safety, resilience, and adaptability of media operations, reducing vulnerabilities to physical, cyber, and logistical disruptions.

* 1. **Anticipated deliverables and delivery**

This ToR specifies needs for Category 1 outlined above and provides detailed specifications in the form of table below.

|  |  |
| --- | --- |
| Deliverables | End date |
| 1. **Power Supply Equipment (high priority and urgency)**   Detailed list and technical specifications listed below. | T0 + 6 weeks |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Equipment Type** | **Specification** | **Quantity** | **Indicative Model** | **Equipment Code** |
| 1 | Portable Power Station | Capacity: approx. 1000 Wh (expandable battery option desirable) Battery type: LiFePO4 (LFP) or equivalent, min. 3000 charge cycles to 80% capacity AC output power: min. 1800 W (nominal), peak capacity ≥ 2500 W Fast charging capability Solar input compatibility (min. 400W) Multiple output ports, including AC sockets (230V), USB-C, USB-A, and DC/car output Pure sine wave inverter UPS functionality desirable Weight: portable format (approx. ≤ 15 kg) Connectivity (Wi-Fi/Bluetooth/app control) | 19 | EcoFlow DELTA 2 | PPS-1000 |
| 2 | Powerbank | Capacity ~27,000 mAh; dual USB-C (PD); output up to 140 W; USB-A fast charging; battery display; airline compliant; or equivalent. | 5 | Canyon PB-2010 | PB-27K |
| 3 | Portable Power Station | Battery capacity: minimum 2000 Wh Nominal output power: minimum 2000 W Peak output power: minimum 3000 W Battery type: LiFePO4 (LFP) or equivalent Output voltage: 230 V (EU standard) Minimum 4 AC output sockets Autonomy time: minimum 2 hours (under standard load conditions) Charging time from mains: not more than approximately 2 hours Integrated display for operational status monitoring (mandatory) | 3 | Bluetti AC200PL/EcoFlow DELTA 2 Max | PPS-2000 |
| 4 | Portable Power Station | Battery capacity: minimum 550 Wh Nominal AC output power: minimum 600 W Output ports: AC 220–230 V (EU standard), DC and USB outputs for simultaneous powering of laptops and mobile devices Charging from mains power supported Integrated protection against overvoltage and overload | 8 | Wonder WX1200/EcoFlow River 2 Max | PPS-500 |
| 5 | Portable Power Station | Battery capacity: minimum 5000 Wh Nominal output power: minimum 800 W AC output: 230 V (EU standard) Suitable for powering multiple office devices simultaneously Integrated display for operational status monitoring Fast charging capability desirable Compatible with external charging sources (mains and/or solar input desirable) Portable format (with wheels or transport handles acceptable) | 1 | Marstek Venus-E | PPS-5000 |
| 6 | Portable Power Station | Battery capacity: minimum 3500 Wh  Nominal output power: minimum 3600 W AC output: 230 V (EU standard) Suitable for powering multiple office devices and field equipment Fast charging capability (from mains) Portable format (wheels and/or transport handles acceptable) Integrated display for operational monitoring Compatible with external charging sources (mains and/or solar input desirable) | 2 | EcoFlow  DELTA Pro | PPS-3600 |
| 7 | Portable Power Station with Expansion Battery | Modular power station system including main unit and additional expansion battery Total battery capacity: minimum 5000 Wh Nominal AC output power: minimum 3000 W Peak output power: minimum 6000 W Battery lifecycle: minimum 4000 charge cycles Output voltage: 230 V (EU standard) Integrated display for operational monitoring Suitable for powering multiple office and field devices simultaneously Portable configuration | 1 | Bluetti AC300 | PPS-5000-MOD |
| 8 | Portable Power Station | Battery capacity: minimum 280 Wh Nominal AC output power: minimum 600 W Battery type: LiFePO4 (LFP) or equivalent Battery lifecycle: minimum 3000 charge cycles Multiple output ports (AC, USB and/or DC) Integrated display for operational monitoring Lightweight and portable design Output voltage: 230 V (EU standard) | 3 | Bluetti Elite 30  V2 Charging  Station | PPS-300 |
| 9 | Portable Power Station | Battery capacity: minimum 1024 Wh Battery type: LiFePO4 (LFP) or equivalent Nominal AC output power: minimum 1800 W AC output: 230 V (EU standard sockets) | 4 | Ecoflow Delta 3 | PPS-1500 |
| 10 | Portable Power Station | Battery capacity: minimum 1920 Wh Battery type: LiFePO4 (LFP) or equivalent Nominal AC output power: minimum 1200 W AC output: 230 V (EU standard sockets) | 4 | DELTA Lite (ex Stream Pro) / 1200 Вт | PPS-1100 |
| 11 | Powerbank | Capacity: minimum 50,000 mAh Fast charging capability (minimum 20 W output) Multiple output ports (USB-A and/or USB-C) Built-in LED flashlight desirable Overcharge and short-circuit protection | 8 | Power bank SWISSTEN Power Line Bank For Laptop | PB-50K |
| 12 | Portable Solar Panel | Nominal power output: approximately 220 W; Solar cell type: monocrystalline or equivalent; Conversion efficiency: up to approximately 22% or higher; Operating voltage: approximately 18–25 V, compatible with portable power stations; Connector type: MC4 or equivalent; Protection rating: minimum IP65 (water and dust resistant);  **Compatibility:** **The unit must be compatible with the equipment listed under Item 1 of this Technical Specification.** | 1 | EcoFlow 220W Solar Panel | SP-220W |
| 13 | Backup Power Supply for Router | Architecture type: line-interactive or continuous operation; Nominal output power: minimum 18 W; Output voltage options: 5 V, 9 V, 12 V, 15 V and/or 24 V; Built-in rechargeable battery with capacity of at least 10,000 mAh; Battery type: Li-ion or equivalent; Input voltage range: approximately 85–265 V AC; Designed for powering routers and network equipment; USB-A output and PoE support desirable; Supplied with necessary power cables and adapters | 13 | UPS DC1018L | UPS-ROUTER |
| 14 | Hybrid Inverter System with Battery Storage | Hybrid inverter system (three-phase); Nominal inverter power: minimum 12 kW; Peak power: minimum 24 kW; Output voltage: 230/ V AC (three-phase); Input voltage: 230/ V AC;  Supports three-phase operation with pure sine wave output (350-415V) ; Output waveform: pure sine wave; Battery system voltage: 48 V nominal (approximately 51.2 V acceptable); Total battery storage capacity: minimum 10 kWh; Battery type: LiFePO4 (LFP) or equivalent; Battery charge current: minimum 80 A; Operating temperature range: inverter −10°C to +55°C; battery −10°C to +50°C (discharge); Integrated monitoring and control via Wi-Fi or equivalent; | 1 | Tervix Inverter Pro Line S + 2 batteries Tervix LiFePO battery | HYB-INV-12KW |
| 15 | Petrol Generator | Nominal power output: minimum 3 kW; Maximum power output: minimum 3.2 kW; Fuel type: petrol (gasoline); Engine displacement: approximately 150 cc; Nominal voltage: 230 V / 50 Hz; Inverter technology with pure sine wave output; Fuel tank capacity: approximately 6 L; Autonomy time: minimum 3 hours under standard load conditions; Low oil level protection system; Maximum weight approximately 25 kg) | 1 | A-iPower  SC3250i  (3.2 кВт | GEN-PET-3KW |
| 16 | Expansion Battery Module | Designed as an expansion battery module for compatible portable power stations; Battery capacity: approximately 1000 Wh; Battery type: LiFePO4 (LFP) or equivalent; Nominal voltage: approximately 48–51 V; Nominal current: approximately 20 A; Maximum output power: approximately 1000 W; Dedicated connection port for integration with compatible power station; Integrated display or charge level indicator; Overcharge, overcurrent, and short-circuit protection ; **Compatibility:** **The unit must be compatible with the equipment listed under Item 1 of this Technical Specification.** | 2 | EcoFlow DELTA 2 Extra Battery, 1024Wh | PPS-1000-EB |
| 17 | Powerbank | Battery capacity: minimum 60,000 mAh; Maximum output power: minimum 100 W (Power Delivery support); Output interfaces: USB Type-A and USB Type-C; Input interface: USB Type-C (fast charging supported); Output voltage support: 5 V, 9 V, 12 V, 15 V, 20 V; Fast charging protocols supported (e.g., PD, QC or equivalent); Built-in rechargeable lithium-polymer (Li-Poly) battery or equivalent; Integrated display for charge level monitoring; Built-in protection against short circuit, overvoltage, overheating, and overcharge; Portable design suitable for charging laptops and mobile devices | 3 | Hoco DB160 Astrum, PD100W, fully compatible, 60 000mA | PB-60K |
| 18 | Hybrid Inverter | Type: hybrid inverter, single-phase; Nominal output power: minimum 10,000 W; Output voltage: 230 V AC; Maximum battery charge current: up to 200 A or higher; Pure sine wave output; Compatible with 48 V battery systems (LiFePO4 or equivalent); Integrated protection against overload, short circuit and overheating; Monitoring capability via display and/or remote interface desirable; Designed for stationary installation in backup or hybrid solar systems | 1 | Deye | HYB-INV |
| 19 | Battery Module | Battery type: LiFePO₄ (LFP); Nominal voltage: approximately 48–51.2 V; Nominal capacity: minimum 280–300 Ah; Nominal energy: min. 14.34 kWh; Cycle life: minimum 6000 cycles at standard operating conditions; Compatible with hybrid inverter systems (48 V architecture); Integrated Battery Management System (BMS); Designed for stationary energy storage applications; Rack-mountable or modular format desirable  **Compatibility:** **The unit must be compatible with the equipment listed under Item 19 of this Technical Specification** | 1 | Pytes V15 | BAT-LFP |
| 20 | Portable Power Station | Battery type: LiFePO₄ (LFP) or equivalent; Battery capacity: min 500 Wh; Nominal AC output power: minimum 600 W; AC output: 220–230 V (EU standard); USB-A and USB-C outputs; Fast charging capability desirable; Portable format | 2 | EcoFlow River 3 Max | PPS-600 |
| 21 | Portable Power Station | Battery capacity: minimum 2000 Wh (expandable with additional battery modules desirable); Battery type: LiFePO₄ (LFP) or equivalent; Nominal AC output power: minimum 2400 W; AC output: 220–230 V (EU standard); Peak output power: ≥3000 W desirable; Fast charging capability from AC (up to 80% within approximately 60 minutes desirable); Solar input compatibility; Multiple output interfaces including AC, USB-A, USB-C, DC/car output; Integrated display and monitoring functionality | 2 | EcoFlow DELTA 3  Max | PPS-2000-PLUS |
| 22 | Inverter Generator | Generator type: inverter generator; Nominal output power: minimum 5.5 kW; Maximum output power: higher than nominal (manufacturer standard); Output voltage: 230 V AC, 50 Hz; Pure sine wave output suitable for sensitive electronic equipment; Fuel type: gasoline; Electric start desirable; Integrated protection against overload and low oil level | 1 | **Mar-Pol M82481** | GEN-INV-5KW |
| 23 | Power Bank | Battery capacity: minimum 10,000 mAh; Battery type: Li-ion or Li-polymer; Support for magnetic wireless charging (MagSafe-compatible or equivalent); Wired fast charging support (Power Delivery minimum 20 W); USB-C input/output; | 2 | EcoFlow RAPID  Magnetic | PB-10K |
| 24 | UPS | Rated power capacity: minimum 1000 VA / 700 W; Topology: line-interactive; Output waveform: pure sine wave; Integrated LCD display for status monitoring; Runtime: minimum 5–10 minutes at approximately 50% load; Automatic Voltage Regulation (AVR) function; Communication interface for monitoring (USB or equivalent); Replaceable internal batteries; Protection against overload and short circuit | 1 | APC  Smart-UPS  1000VA LCD | UPS-1000VA |
| 25 | Line-Interactive UPS | Rated power capacity: minimum 1600 VA / 900 W; Topology: line-interactive; Output waveform: pure sine wave; Automatic Voltage Regulation (AVR); Runtime: minimum 7–15 minutes under moderate load conditions; Protection for network/data lines desirable; Communication interface for monitoring and automatic shutdown (USB or equivalent); Audible alarm and LED/LCD status indicators; Replaceable internal batteries | 2 | APC  Back-UPS  1600VA | UPS-1600VA |
| 26 | Portable Foldable Solar Panel | Rated power output: minimum 110 W; Solar cell type: monocrystalline; Conversion efficiency: minimum 20%; Protection rating: minimum IP65; Foldable, portable design suitable for field deployment; Equipped with MC4, XT60 or equivalent connectors; **Compatible with portable power stations and external battery systems**; Designed for outdoor use in variable weather conditions | 2 | EcoFlow  110W Solar  Panel | SOL-110W |
| 27 | Portable Power Station | Nominal AC output power: minimum 300 W; Output waveform: pure sine wave; AC output: 220–230 V (EU standard socket); Integrated UPS function for seamless power transition; USB Type-A and USB Type-C output ports; Fast AC charging capability; Compact and portable format; Protection against undervoltage, overload, short circuit and overheating | 1 | EcoFlow RIVER 3 UPS | PPS-300-UPS |

**All the equipment has to be delivered to the beneficiary offices or nearest delivery point in the city of office location.** This will be primarily in the East and South east of the country (e.g. Chernihiv, Kharkiv, Dnipro, Mykolaiv, etc, up to 19 addresses).Detailed list of shipment addresses and contact persons will be shared separately with the selected bidder. **Purchased items must be shipped to the beneficiaries in the shortest available time!**

***All equipment must be officially imported into Ukraine and accompanied by an official warranty of at least 12 months. Expertise France may request an Authorization Letter from Vendor or importer to confirm compliance with this requirement.***

**Financial offer should include all the taxes and delivery costs of the equipment.**

***Indicative Models are provided for illustrative purposes only — bidders may offer equivalent alternatives.***

* 1. **Coordination**

Each media outlet has provided request letter with the listed items needed. Contact persons are outlined within the letter.

Items should be delivered to the requester’s address in the specified regions of their office location.

Relevant visibility will be applied to the procured items and reporting provided.

1. **Place, duration and terms of performance**
   1. **Implementation period:** This is a standalone support based on the emergency needs. The media organizations will be also encouraged to apply for future CfPs for any further cooperation.
   2. **Start date:** As per the procurement process launch.
   3. **End date:** As per the completion of procurement and transfer of the items to the media outlets. Expected end date April 10, 2026.
2. **Required expertise and profile**

N/A

1. **Assignment reports**

A report will be compiled on actual delivery and outreach of the equipment. Relevant media coverage and visibility will be ensured.

1. **Monitoring-evaluation**

**Performance indicators**

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverables | Immediate effects | Intermediate effects | Verification sources |
| Emergency equipment and essential equipment transferred to the regional media outlets operating in high-risk areas. | Media outlets are able to sustain their operations and continue media coverage primarily for the local communities. |  | Donation/transfer acts. |

1. **Practical information**

Selection of the bids will be based on the following criteria:

|  |  |  |
| --- | --- | --- |
| **#** | **Criteria** | Point |
| 1 | Price | 60 |
| 2 | Delivery time | 40 |

1. Prohibited practices as defined by the Agence Française de Développement group are defined below: <https://www.afd.fr/en/ressources/afd-groups-policy-prevent-and-combat-prohibited-practices-2020> [↑](#footnote-ref-1)
2. Date and original signatures [↑](#footnote-ref-2)
3. Date and original signatures [↑](#footnote-ref-3)