

# Special Administrative terms and conditions (SATC)

## Supply contrat

### Supply of inductive conductors

N° 241000229

#### PROCEDURE :

Open tender in accordance with article L2124-2 of the French Public Procurement Code

#### CONTRACTING AUTHORITY :

IFREMER

Zone industrielle de la Pointe du Diable

1625 route de Sainte Anne

29280 Plouzané

General clauses : general administrative clauses applicable to public contracts for standard supplies and services approved by order of March 30, 2021 (CCAG-FCS).

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## **1. Object of the contract**

The purpose of this consultation is the supply of inductive connectors, cables and associated maintenance services.

This equipment will be used off Mayotte and New Caledonia as part of the ScInObs (Sciences et Innovations pour les Observatoires sous-marins) project.

However, the equipment covered by the contract may also be ordered for any other Ifremer action/project during the term of the contract, up to the maximum amount specified.

The technical characteristics of the equipment ordered are described in the special technical specifications.

## **2. Form of the contract**

In accordance with article R2162-2 of the French Public Procurement Code, the contract is a framework agreement that will be executed by the issue of purchase orders.

## **3. Co-contracting and subcontracting**

### **3.1. Co-contracting**

Economic operators may form one or other of the groupings defined in article R2142-20 of the French Public Order Code.

In the case of a joint grouping, the representative must be jointly and severally liable.

Whatever the form of the grouping, one of the service providers, member of the grouping, is designated in the act of commitment as the representative. He/she represents all the members vis-à-vis the contracting authority, and coordinates the services provided by the members of the consortium.

### **3.2. Subcontracting**

The holder may subcontract under the conditions laid down in Articles L2193-2 and R21931 et seq. of the public procurement code. The supplier of the contract is entitled to subcontract part of his services, requiring direct payment of the latter for services over 600.00 € VAT.

The subcontractor must be accepted and its payment terms approved by the contracting authority's representative.

Acceptance of the approval of a subcontractor and the corresponding payment conditions are possible during the contract.

In the event of hidden subcontracting, the contractor is liable to the termination of the contract at his own expense and risk.

## **4. CONTRACT DOCUMENTS**

The contract consists of the following, and in case of contradiction between the stipulations of the contract documents, they prevail in the following order:

- the act of commitment, in the version resulting from the last possible modifications, made by amendment ;
- the present special administrative terms and conditions (SATC) ;
- the special technical terms and conditions (STTC);
- The general administrative clauses applicable to public contracts for standard supplies and services approved by order of March 30, 2021 (CCAG-FCS).
- The technical and financial offer of the holder ;
- Special subcontracting acts and their amendments, subsequent to the notification of the contract.

The CCAG/FCS is a general document which, although not attached, is a constituent document of the contract. It is deemed to be known to the holder of the contract. It is available online at the following address: <https://www.legifrance.gouv.fr/>

By way of derogation from Article 4.2.1 of the CCAG/MI, the notification of the contract shall contain only the copy of the act of commitment. The copy of each of these documents, kept in the archives of the contracting authority, prevail.

The holder is deemed to be familiar with all of the above mentioned contract documents and shall accept all of their clauses and conditions, including those that would be contrary to his personal terms of sale.

## **5. DURATION OF THE CONTACT**

The contract takes effect on notification. It is concluded for a period of one year. It is renewable annually by tacit agreement. The number of renewals is limited to three. The total duration of the contract may therefore not exceed 4 years.

The contracting authority may decide not to renew the contract by notifying its decision by registered letter with acknowledgement of receipt, no later than three months before the end of the period of validity of the current contract. The contractor may not invoke the decision not to renew in order to claim any indemnity or financial compensation.

## **6. DELIVERY TIME**

Delivery times are set out in the act of commitment.

## **7. AMOUNT OF THE CONTRACT**

In accordance with article R2162-4 of the French Public Procurement Code, the framework agreement will be concluded :

- With no minimum amount ;



- With a maximum amount of €500,000 excluding VAT over the total duration of the contract.  
The contractor undertakes to provide services up to the maximum amount.

## 8. CONTRACT PRICES

### 8.1. Type of price

Contract prices are unit prices. They are set out in the act of commitment.

### 8.2. Content of price

The contractor is deemed to have taken cognisance of all the elements relating to the performance of the services described in the special technical specifications. In addition to article 10.1.3 of the CCAG/FCS, the contract prices are deemed to include all costs related to the performance of the contract and to the requirements of the SATC and STTC, in particular the costs, charges, supplies, materials and sub-contracts of the contractor, as well as packaging, wrapping, transport to the place of delivery and insurance. In addition, any costs arising from the postponement or rejection of the services shall be borne by the contractor.

### 8.3. Pricing date

The date of establishment of the price is the month of submission of the final offers.

## 8.4. Prices review

Prices are fixed for the first year and may be revised on each anniversary date of the contract in accordance with the following formula:

$$P = P_0 [(0.80 \times (\text{Index1VR}/\text{Index2V0})) + (0.20 \times (\text{Index1VR}/\text{IndexV0}))]$$

Where :

P is the updated value of price P<sub>0</sub>

P<sub>0</sub> is the original price to be updated

Index 1 is the revised monthly hourly labour cost index - Wages and charges - All employees - Mechanical and electrical industries (ICHT-IME) - Identifier 001565183 - published by INSEE : <https://www.insee.fr/fr/statistiques/serie/00156518>

Index 2 is the French industry output price index for all markets - A10 BE - All industry (IPP-IF) - Identifier 010765054 - published by INSEE:  
<https://www.insee.fr/fr/statistiques/serie/010765054>

Index V<sub>0</sub> is the value of the index for the month in which the price P<sub>0</sub> was established.

Index VR is the last known value of the same index on the price revision date (whether provisional or definitive).

## 9. TERMS RELATING TO PURCHASE ORDERS

### 9.1. Placing purchase order

By way of derogation from Article 3.7.2 of the CCAG/MI, where the holder considers that the requirements of a purchase order notified to him require comments, he must notify the signatory of the purchase order concerned within 5 calendar days from the date of receipt of the purchase order, under penalty of foreclosure.

By way of derogation from article 3.8.3 of the CCAG/MI, if the start of the first purchase order occurs within a period of more than 6 months from the notification of the contract, the holder must execute the purchase order and the provisions relating to the termination provided for in this article do not apply.

Purchase orders may be issued to the holder until the framework agreement expires.

### 9.2. Presentation of purchase orders

Each purchase order will indicate:

- The business name of the holder;
- The number and subject of the contract;
- The SAP order number;
- The number and date of the purchase order;

- Subject, quantities and prices;
- The delivery time.

## **10. TERMS RELATING TO PAYMENT**

### **10.1. Advance**

This contract provides for the payment of an advance under the conditions set out in articles R2191-3 et seq. of the French Public Procurement Code.

An advance is paid for purchase orders in excess of €50,000 excluding VAT.

The amount of the advance is set at 5% of the amount of the purchase order.

This advance shall be reduced, where applicable, by the amount of services entrusted to subcontractors and giving rise to direct payment.

If the contractor has so requested in the act of commitment, the advance shall be paid automatically within 30 days of the date of notification of the contract.

Repayment of the advance is deducted from the sums due to the contractor by deduction from the sums due by way of advance payment or final partial payment or balance. It must, in any event, be completed when the amount of the services performed by the contractor reaches 80% of the purchase order, all taxes included.

Where the contractor or subcontractor is a small or medium-sized enterprise within the meaning of the French Public Procurement Code, the rate of the advance payment is set at 20%.

### **10.2. Installments**

The contractor will not be entitled to installments. The services will be paid for when the equipment is accepted.

In all cases, the contractor may group together the invoicing relating to several purchase orders, specifying and detailing precisely in the invoice the amount for each service for which an order has been placed.

### **10.3. Overhall payment period**

Invoices shall be settled within 30 days from the date of receipt of the invoice by transfer to the holder's account. If Ifremer's settlement period for an invoice from the holder that has become due is more than 30 days, an interest rate of delay will be applied, equal to the interest rate applied by the European Central Bank to the most recent main refinancing operations, in force on the first day of the half-year period of the calendar year in which default interest starts, increased by eight percentage points.



## 10.4. Presentation of payment requests

The payment of the Holder will be based on the services actually performed. The payment will be reduced, if necessary, by the penalties provided for in article "penalties" of this document.

Invoices will be established in a copy bearing, in addition to the legal notices, the following particulars:

- DENOMINATION
- Wording on behalf of IFREMER
- Billing address
- Third party identification
- SIRET
- Intra-Community VAT number
- IBAN
- Invoice number
- Order number (SAP)
- Order object (nature)
- Order object (quantity)
- Total amount before tax
- VAT amount

Invalid invoices will be rejected and the overall delay of mentioned payment will be suspended.

Invoices will be sent in a single original to:

<https://chorus-pro.gouv.fr/>

NAME: INST FR SEARCH FOR LEXPLOIT MER

SIRET : 330 715 368 00032

Service Code : METROPOLE\_DOM

For any request to review prices, the holder must have informed Ifremer by email at [cellule.marche@ifremer](mailto:cellule.marche@ifremer) one month before the contract anniversary date. The holder shall provide the calculation elements of the revision formula and the resulting new rates. Ifremer shall inform the holder of acceptance of the revision of prices by service order. The revision is price-by-price and is applicable from the anniversary date of the contract. The revision cannot be retroactive.

## 11. PENALTIES

Article 14.1 of the CCAG/FCS applies.

Notwithstanding article 14.1.3 of the CCAG/FCS, the contractor is not exempted from penalties whose total amount does not exceed €1,000 excluding VAT for the entire contract.

Ifremer may exempt the contractor from these penalties if the latter invokes a cause for which it is not responsible.

## 12. OPERATION OF VERIFICATION

Pressure tests will be carried out by the contractor prior to delivery. A test certificate will be provided to Ifremer.

Factory acceptance tests will be carried out prior to delivery by videoconference.

On delivery of the equipment, Ifremer will carry out the acceptance tests again.

Notwithstanding article 28.2 of the CCAG/FCS, these acceptance tests performed by Ifremer will be carried out within thirty calendar days of delivery of the equipment.

At the end of the testing operations, the contracting authority will issue, under the conditions defined in article 30 of the CCAG/FCS :

- either a decision to accept the services,
- or a decision to postpone services; this decision must be substantiated,
- or a decision of admission with reduction; this decision must be justified,
- or a decision of partial or total rejection of benefits; reasons must be given for this decision.

Notwithstanding article 30.1 of the CCAG/FCS, admission takes effect on the date of notification to the contractor of the admission decision, or in the absence of a decision, within thirty calendar days of delivery.

### **13. TRANSFER OF OWNERSHIP**

In accordance with article 35 of the CCAG/MI, acceptance of the equipment by Ifremer entails transfer of ownership.

### **14. WARRANTY**

The equipment is covered by the warranty stipulated in article 1641 of the French Civil Code and by the warranty for defective products stipulated in articles 1245 et seq. of the French Civil Code.

The equipment supplied is guaranteed under the conditions stipulated in article 33 of the CCAG/FCS and in the contractor's offer.

The warranty applies to all equipment ordered under this framework agreement, for the duration of the warranty indicated in the contract, even if the warranty expires after the framework agreement expires.

### **15. ENVIRONMENTAL OBLIGATIONS**

The contractor is required to treat the waste associated with the manufacture of the equipment in order to reduce its negative environmental impact.

The contractor is obliged to recover all packaging relating to the equipment delivered.

With regard to packaging used for transport, the contract holder is required to reduce the volume of packaging used to what is necessary, and to comply with one of the following conditions, in this order of priority:

- use reusable packaging ;
- use packaging made from recycled materials;
- ensure recycling of used packaging.

On delivery of the equipment, the contractor shall provide a description of the packaging used and its treatment after delivery. Failure to use reusable packaging must be justified.

## **16. CHANGING DURING THE CONTRACT**

### **16.1. Modification of the contract**

The contract may be modified by amendment under the conditions set out in Articles L2194-1 and R2194-1 et seq. of the Public Procurement Code.

### **16.2. Transfer agreement**

The initial contract may be modified by a transfer amendment when the initial holder is replaced by a new contractor following a restructuring of the initial contractor.

## **17. ADDITIONAL SUPPLIES**

Contracts negotiated without advertising or competitive tendering may subsequently be awarded to the initial contract holder under the conditions set out in article R2122-4 of the Public Procurement Code.

## **18. TERMINATION**

The provisions of articles 38 to 45 of the CCAG/FCS are applicable to this contract, with the addition of the following stipulations:

- In the event of termination for fault under article 41, the contractor is not entitled to any compensation.
- In addition to article 41 of the CCAG/FCS, termination for fault may be at the contractor's expense and risk. In this case, the decision to terminate the contract must state that the contracting authority will arrange for a third party to perform the services provided for in the contract at the expense and risk of the contractor.
- In the event of termination for reasons of public interest, the termination indemnity is set at 5% of the initial amount of the contract, excluding VAT, less the unrevised amount of services received, excluding VAT.

The decision to terminate, for whatever reason, gives rise to the notification of a termination statement to the contractor.

## **19. PERFORMANCE AT COST AND RISK**

Apart from termination for fault on the part of the holder, in the event that the holder is unable to perform the services within the agreed timeframe, the contracting authority may arrange for

a third party to perform the services provided for in the contract. The services provided by the third party will be at the holder's risk and expense.

## **20. PREVENTION OF THE RISK OF CONFLICTS OF INTEREST AND CORRUPTION**

During the performance of the contract, the contractor undertakes to maintain its independence of analysis and action in order to avoid any distortion of competition, and to avoid any conflict that may exist between its interests, those of Ifremer and those of other operators likely to be involved in the performance of the contract.

The contractor undertakes to inform Ifremer of any situation likely to lead to a conflict of interest and to submit to Ifremer the measures he proposes to implement in order to eliminate such situation.

In accordance with the provisions of Law n°2016-1691 of December 9, 2016 relating to transparency, the fight against corruption and the modernization of economic life the holder guarantees that any person, natural or legal, intervening on its behalf within the framework of the present contract:

- complies with all regulations concerning the fight against corruption and influence peddling;
- Implements and maintains its own ethics and anti-corruption policies and procedures;
- Inform Ifremer of any event that could result in obtaining an undue advantage, financial or otherwise, in connection with the present contract;
- Provide any necessary assistance to Ifremer to respond to a request from a duly authorized authority relating to the fight against corruption.

## **21. INSURANCE**

Within fifteen days of notification of the contract and before any work begins, the contractor (and any subcontractors) must provide proof that it is covered by a civil liability insurance policy pursuant to Articles 1240 et seq. of the French Civil Code. They must therefore provide a certificate from their insurer showing that they are up to date with their premiums, and that their policy includes cover commensurate with the size of the contract. The new valid insurance certificate must be sent to Ifremer as soon as the initial one has reached its expiry date.

At any time during the performance of the service, the contractor must be able to produce this certificate, at the request of the contracting authority or its representative and within fifteen days of receipt of the request.

## **22. CERTIFICATES**

The holder provides Ifremer with the following documents when the present contract is signed and every six (6) months until its expiry date:

- Proof of registration in the professional register or equivalent;
- List of names of foreign employees subject to authorisation;
- Valid certificate of due diligence;
- Valid tax clearance certificate.

## 23. DISPUTE SETTLEMENT

In the event of a dispute, French law alone shall apply.

The competent administrative court is the one in whose jurisdiction the contracting authority has its registered office: Tribunal administratif de Rennes, Hôtel Bizien, 3 Contour de la Motte, CS 44416, 35044 Rennes Cedex.

## 24. DEVIATION FROM GENERAL DOCUMENTS

Article 4 derogates from article 4.2.1 of the CCAG/FCS.

Article 8.2 supplements article 10.1.3 of the CCAG/FCS.

Article 9.1 derogates from articles 3.7.2 and 3.8.3 of CCAG/FCS.

Article 11 derogates from article 14.1.3 of the CCAG/FCS.

Article 12.1 derogates from articles 28.2 and 30.1 of CCAG/FCS.

Article 18 supplements article 41 of the CCAG/FCS.