SPECIAL TERMS AND CONDITIONS WORTH ACT OF COMMITMENT

Rental of a mobile winch for the vessel Pourquoi Pas?

**PROCEDURE**

**Amended procedure contract in accordance with article R2123-1 1° and R2123-4 of the public procurement code**

**Master agreement with purchase orders in accordance with article R. 2162-2 of the French code for Public Procurement.**

N° 251000093

# DESIGNATION OF PARTIES TO THE CONTRACT

Between the signatory authority of the market acting in the name and on behalf of IFREMER on the one hand,

And the company:

Legal form:

Capital:

Head office:

VAT n°:

Represented by:

Join the banking details.

Hereinafter referred to as "the holder" in the clauses that follow.

The holder undertakes without reserve to perform the services according to the financial conditions defined below, and in compliance with the stipulations of this Special Terms and Conditions worth as an undertaking and the documents referred to below.

# OBJECT OF THE CONTRACT

The purpose of this contract is the rental of a mobile winch to be installed on the vessel Pourquoi Pas?

The details of the services and the technical environment are defined in Article 12 below.

# CONTRACT DOCUMENTS

In case of conflict between the provisions of the contract documents, they take precedence in the following order:

- The present special terms and conditions worth Act of commitment (STC), in the version resulting from the last modifications made by amendment,

- The decomposition of the price,

- The sworn statement attached in appendix and signed by the holder,

- The General Administrative Clauses (GCC) applicable to public procurement of supply and service approved by decree of March 30, 2021.

- The contractor's offer.

# TENDERER’S BID

## Amount of the framework agreement

The holder undertakes to perform the services of the contract at the amounts defined below and established at the economic conditions of the month of May 2025 :

In accordance with article R2162-4 of the French Public Order Code, the framework agreement is concluded with a minimum and a maximum amount.

Ifremer undertakes to order the services specified in this contract up to the minimum quantities indicated below, and the contractor commits to being able to carry out the services up to the maximum quantities indicated below :

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **N° de poste** | **Supply** | **Unit price in € (excl. VAT)** | **Minimum quantity over the contract period** | **Minimum amount in € (excl. VAT)** | **Maximum quantity over the contract period** | **Maximum amount in € (excl. VAT)** |
| 20 | Delivery, rental, and installation of the winch on board the vessel, including personnel training and maintenance for a period of three months. |  | 1 |  | 1 |  |
| 30 | Provision of a remote control unit (wired or wireless) |  | 0 |  | 1 |  |
| 40 | Provision of a flying pulley compatible with the rope |  | 0 |  | 1 |  |

Minimum contract amount: Minimum amount for item 20

Minimum amount (excl. VAT) — to be filled in by the company: ……………

Maximum contract amount: Maximum amount for items 20 + 30 + 40

Maximum amount (excl. VAT) — to be filled in by the company: ……………

The payment of VAT will be made according to the rate in force on the date of the chargeable event.

## Price contents

The contractor is deemed to have familiarized themselves with all elements related to the execution of the services described in the 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 its requirements. The winch must be delivered DDP (Delivered Duty Paid) in mainland France.

Furthermore, any costs arising from the postponement or rejection of services are the responsibility of the contractor.

Prices are unitary and fixed for the duration of the contract.

# DELAY – DURATION OF THE CONTRACT

The duration of the services is 4 months from the date of notification of the award of the contract.

The contractor has a period of 0,5 months from the notification of the purchase order to ensure the delivery of the equipment.

# PURCHASE ORDER PROCEDURES

When Ifremer wants to order, it issues purchase orders which are notified to the contractor.

## Notification of Purchase Orders

Purchase orders can only be concluded or issued during the validity period of the framework agreement. Their execution may extend beyond the expiration of the framework agreement for the time necessary to carry out the ordered services.

## Presentation of Purchase Orders

Each purchase order indicates the following:

* The legal name of the contractor
* The contract number and subject
* The SAP number
* The purchase order number and date
* The delivery location
* The description of the services to be performed in accordance with the price schedule
* Unit prices and lump-sum prices in accordance with the price schedule
* Quantities of each service
* The total amount of the purchase order"

# OVERALL PAYMENT PERIOD

Invoices shall be settled within 30 days from the date of issue of the invoice by transfer to the holder's account.

# SUBMISSION OF PAYMENT REQUESTS

The payment of the holder will be made in a single time at the reception of the services. The regulation will be reduced, if applicable, by the penalties provided for in Article 14 of the GCC.

The invoices will be established as follows:

|  |
| --- |
| **DENOMINATION** |
| Wording on behalf of Ifremer |
| Billing address |
| Third party identification |
| SIRET |
| VAT N° |
| IBAN |
| Invoice number |
| Order n° (SAP) |
| Order object (nature) |
| Order object (quantity) |
| Total amount before tax |
| VAT (amount, rate) |
| Project reference |

Non-compliant invoices will be rejected and the overall payment period referred to in Article 7 is suspended.

Foreign suppliers send their invoices to [**acp.visa.depenses@ifremer.fr**](mailto:acp.visa.depenses@ifremer.fr)

# PLACE OF DELIVERY

In case of delivery, the place of delivery is : Port de Brest (France) – 29200 Brest

# ENVIRONMENT

Delivery must be carried out without generating any waste or pollution at the delivery site.  
The equipment must be accompanied by an operation and maintenance manual specifying environmentally friendly best practices.

# INTELLECTUAL PROPERTY

The provisions are laid down in Articles 34 to 37 of the GCC. Notwithstanding article 37, the assignment is granted to the buyer on an exclusive basis.

# GUARANTEE

In addition to the legal guarantee resulting from the application of the Civil Code, the service is subject by default to a contractual guarantee of a minimum duration of 12 months from the date of notification of the admission decision pursuant to Article 33 of the GCC. The starting point of the guarantee period shall be the date of notification of the approval decision. If the supplier has submitted a more favourable guarantee in his tender, it shall apply instead of the 12-month guarantee.

# TECHNICAL PRESCRIPTIONS

The technical specifications are detailed in the document 'NE-2025-1206\_Mobile Winch Specification'.

# Preventing 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 this situation. In this respect, the contract holder undertakes to disclose, on request from Ifremer, any links that may exist between him and the economic operators submitting their candidature for another consultation.

In accordance with the provisions of Law n°2016-1691 of December 9th, 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;

- Informs Ifremer of any event that could result in obtaining an undue advantage, financial or otherwise, in connection with the present contract;

- Provides any assistance required by Ifremer to respond to a request from a duly authorized authority relating to the fight against corruption.

# ADVANCE

The contract shall provide for the payment of an advance to the supplier fixed under the conditions laid down in Article R2191-7 of the Public Order Code where the amount of the contract is more than EUR 50,000 excluding taxes and where the period of performance is more than two months

Where the duration of the contract is less than or equal to 12 months, the amount of the advance shall be fixed at 20 % of the initial amount, including all taxes, of the contract.

Where the duration of the contract is more than 12 months, the amount of the advance shall be fixed at 20 % of an amount equal to 12 times the initial amount including all taxes of the contract divided by its duration expressed in months.

Repayment of the advance shall be charged against the sums due to the holder under the last advance payment just before the balance of the contract.

**Check the box**:

The holder requests to benefit from the advance.

The holder does not request to benefit from the advance.

# DEROGATIONS FROM GENERAL DOCUMENTS

Article 4.2 "Price content": Supplement to article 10.1.3 of the CCAG/FCS

Article 10 supplements article 37 of the CCAG FCS

# SIGNATURE OF THE COMPANY

Made in a single original (the French language version of this contract will prevail over any other language)

Signature

# SIGNATURE OF THE CONTRACTING AUTHORITY OR ITS REPRESENTATIVE

For the president of Ifremer,

# AWARD OF THE CONTRACT

The date of notification of this contract is the date of receipt by the holder of this contract.

# Sworn statement

**The individual applicant, or each member of the grouping, solemnly declares that:**

**Final conviction:**

-has not over the last 5 years been the object of a conviction for one of the offences provided for in article222-38, 222-40, 226-13, 313-1 to 313-3, 314-1 to 314-3, 324-1 to 324-6, 413-9 to 413-12, 421-1 to 421-2, by the second paragraph of article 421-5, in article 433-1, by the second paragraph of article 433-2, by the eighth paragraph of article 434-9, by the second paragraph of article 434-9, in articles 435-3, 435-4, 435-9, 435-10,441-1 to 441-7, 441-9, 445-1 and 450-1 of the Criminal Code, to article 1741 of the General Tax Code, to articles L. 2339-2 to L. 2339-4 and L. 2339-11 to L. 2339-11-3 of the Defence Code and to article L. 317-8 of the Code of Internal Security, or for a similar offence in another member state of the European Union;

-has not been excluded from public procurement markets, following a criminal sentence, based on articles131-10 ou 131-39 of the Criminal Code;

**Fight against illegal work:**

-has not been over the last five years the object of a conviction recorded on form n°2 of the criminal record for the offences referred to in articles L. 8221-1, L. 8221-3, L. 8221-5, L.8231-1, L. 8241-1 and L. 8251-1 and L.8251-2 of the French Labour code, or for a similar offence in another member state of the European Union;

-has not been excluded from administrative contracts by the “préfet”, in application of articles L. 8272-4, R.8272-10 et R. 8272-11 of the French Labour code;

**Disabled workers employment obligations:**

has, for public markets and framework agreements subject to the procurement contract code, subscribed to all obligations for the year preceding the launch of the call for tender in application of articles L. 5212-1 à L. 5212-11 of the Labour code on the employment of disabled workers;

**Judicial liquidation:**

is not undergoing judicial liquidation under the terms of article L. 640-1 of the Code of Commerce or in a state of personal bankruptcy under the terms of article L. 653- to L. 653-8 of the same Code or equivalent procedure for candidates governed by a law other than French law;

**Receivership:**

is not undergoing receivership procedure under the terms of article L. 631-1 of the French Code of Commerce or equivalent procedure for candidates governed by a law other than French law, or can provide a copy of the ruling authorizing it to continue with its activity for the foreseeable execution period of the market;

**Fiscal and social situation:**

has, at 31 December of the year preceding the launch of the contract, subscribed to the tax and social declarations falling to it and paid the tax and contributions due on this date or, before the launch of this call for tenders, paid these taxes and contributions or constituted guarantees considered to be sufficient by the accountant or the body responsible for collection;

**Gender equality:**

-Has not been over the last five years the object of a conviction recorded on form no.2 of the criminal record for the offences referred to in article L. 1146-1 of the Labour code;

-Has implemented, by 31 December of the year preceding the launch of the contract, the obligation to negotiate provided for in article L. 2242-5 of the Labour code or failing that performed or undertaken the regularization of this status at the date of its submission;

**The candidate undertakes to** respect and implement all the measures related to the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016).