



SPECIAL ADMINISTRATIVE SPECIFICATIONS (CCAP)

PUBLIC TENDER FOR STANDARD SUPPLIES AND SERVICES

Prototype acquisition - Micro Mirror Array

CCAP no.: 25FSM035

**Grenoble Institute of Planetology and Astrophysics
(IPAG)
414 rue de la piscine,
38400 Saint Martin d'Hères
Domaine Universitaire**

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1- General contract provisions

1.1 - Purpose of contract

The provisions of these Special Administrative Clauses (CCAP) address:

The acquisition of a prototype - Micro Mirror Array

Place(s) of Performance:

Grenoble Institute of Planetology and Astrophysics (IPAG)
414 rue de la piscine,
38400 Saint Martin d'Hères
Domaine Universitaire
FRANCE

1.2 - Division of contract into lots

There shall be no division into lots.

2 - Contract documents

As an exception to article 4.1 of the CCAG-FCS, the contract documents for this tender are as follows, and in the case of contradiction between their stipulations shall prevail in the following order of priority:

- The deed of undertaking (AE) and financial appendices thereto
- The Special Administrative Specifications (CCAP)
- The Special Technical Specifications (CTTP)
- The General Administrative Specifications (CCAG) applicable to public tenders for standard supplies and services, as approved by decree on 30 March 2021;
- The contractor's completed response template, addressing:
 - The technical values for the equipment, in respect of: *deflection accuracy, reflectivity, fill factor, and surface quality*
 - After-sales service quality
 - Delivery time
 - Environmental commitment: sustainable manufacturing process
- Technical data sheets, namely:
 - A user manual
 - A mechanical interface plan
 - A software control reference manual
 - An RoHS certificate
 - An ISPM 15 certificate (if a wooden crate is used)

In the case of contradiction between any one or more specifications provided in any general terms of sale provided by the contractor in its bid and the specifications provided by UGA, the latter shall prevail.

3 - Confidentiality and security measures

This contract includes an obligation of confidentiality as required under article 5.1 of the CCAG-FCS.

The services are subject to security measures in accordance with article 5.3 of the CCAG-FCS.

The contractor must inform its subcontractors of the applicable confidentiality obligations and/or security measures.

4 - Term and performance deadlines

4.1 - Performance time

The contract shall remain in force from the contract award notification date to the end of the guarantee period.

The duration of after-sales service shall be one year from receipt of the equipment.

The performance of services shall begin as of the contract award notification date.

An extension of the performance time may be granted by the contracting authority under the conditions provided in article 13.3 of the CCAG-FCS.

4.2 - Delivery time

The delivery time shall be indicated in the contractor's bid. This period may not exceed 12 months from the contract award notification date. If the contractor's bid does not provide such specifics, the aforementioned maximum time shall apply.

5 - Price

5.1 - Description of prices applied

A comprehensive lump sum price shall be paid for the services in accordance with the stipulations of the deed of undertaking.

The prices applicable cover all expenses necessary for the complete performance of the services, including in particular all tax, parafiscal, or other charges necessarily applicable to the service, as well as all costs associated with packaging, packing, handling, insurance, storage, transport to the place of delivery, unpacking, provision of technical documentation, any possible travel and/or accommodation, the obligatory one-year guarantee period, and after-sales service.

5.2 - Price variation terms

Prices are firm and not subject to update.

6 - Financial Guarantees

No financial guarantee clause shall apply.

7 - Advance

The option selected for determining the advance is option A of the General Administrative Specifications for Standard Supplies and Services (CCAG-FCS)

7.1 - Payment and reimbursement conditions

When the initial amount of the contract is greater than €50,000.00 excl. tax, and where the deadline for performance is greater than 2 months, an advance will be granted to the contractor unless otherwise indicated in the deed of undertaking.

The amount of the advance is set at 5.00% of the initial amount of the contract, all taxes included, if its duration is less than or equal to twelve months; if its duration is greater than twelve months, the advance shall be equal to 5.00% of a sum equal to twelve times the amount mentioned above, divided by such duration given in months.

The amount of the advance shall not be affected by the implementation of a price variation clause.

This rate shall be fixed at 30.00% when the holder of the public contract is classed as a small and medium-sized enterprise under Article R. 2151-13 of the Public Procurement Code.

The advance will be reimbursed by offsetting against amounts due to the contractor for instalments or balance payments.

In the case of a consortium of economic entities, the advance will be distributed in proportion to the individualised amount of services provided by each member, and the rate of the advance determined based on each member's company size. Otherwise, the advance will be paid into the account held by the consortium or agent, which will then be responsible for distributing it among the consortium members.

7.2 - Financial guarantees for the advance

No financial guarantee will be requested from the contractor as a prerequisite for payment of the advance.

8 - Account settlement procedures

8.1 - Instalments and final partial payments

The applicable terms for the settlement of accounts shall be as provided under article 11 of the CCAG-FCS.

An instalment equal to 60% of the total fixed price will be paid to the contractor upon receipt of the equipment.

The balance of said amount will be paid when the acceptance decision is made for the equipment, i.e. upon completion of the testing and verification period.

Payment for after-sales service shall begin upon receipt of the equipment; acceptance of the delivery slip shall incur payment for after-sales service.

8.2 - Submission of payment requests

Electronic invoices must be submitted, transmitted and received exclusively via the Chorus Pro invoicing portal. The public entity may reject any invoice transmitted outside this portal after first providing a reminder of this obligation and requesting compliance.

The receipt date of an electronically transmitted payment request shall correspond to the notification date of the electronic message informing the buyer that the invoice is available on the invoicing portal (or the timestamp date affixed to the invoice by the State budgetary and accounting information system for invoices transmitted via electronic data interchange, if applicable).

The following information must be included on electronic invoices submitted via CHORUS PRO:

- 1/ Identification number of invoice recipient
SIRET number of Université Grenoble Alpes: 130 026 081 00013
- 2/ Service code: No service code should be entered.

8.3 - General payment deadline

Amounts due to the contractor(s) will be paid within a general deadline of 30 days after the receipt date of the payment requests.

In the case of late payment, the contractor will be entitled to late payment interest, and to a fixed compensation of €40 for collection costs. The applicable rate of late payment interest shall be the interest rate applied by the European Central Bank for its most recent main refinancing operations as of the first day of the first half of the calendar year during which said late payment interest begins to accrue, increased by eight percentage points.

8.4 - Payment of joint contractors

In the case of a jointly liable consortium, each member of the consortium will directly receive the amounts corresponding to the services it has performed. In the case of a joint and several consortium, payment will be made to a single account opened in the name of the representative, unless otherwise stipulated in the deed of undertaking.

The other provisions set forth under article 12.1 of the CCAG-FCS relating to joint contracting shall apply.

9 - Conditions of performance of services

Services rendered must comply with the stipulations of the contract (the applicable standards and technical specifications shall be those applicable on the contract date).

Notification via buyer profile

Notice of a decision, comment or piece of information causing a deadline to run may be given via the buyer profile, in accordance with the provisions of article 3.1 of the CCAG-FCS.

Storage, packing and transport:

The goods supplied will be stored, packed and transported under the conditions specified in article 20 of the CCAG-FCS. Materials used for packing are the contractor's responsibility and shall remain its property. Transport to the place of delivery shall be conducted under the contractor's responsibility. **The contractor is responsible for contracting insurance for the transportation of the equipment.**

The contractor undertakes to limit the amount of packaging products (cardboards, plastics, papers, etc.) and other logistics resources necessary (pallets, boxes, etc.) for the proper delivery of the equipment whilst ensuring that the integrity of the equipment ordered is preserved.

It will give priority to the use of recycled or recyclable and reusable packaging and logistics resources. If a guarantee clause is included in the special contract specifications, the contractor must ensure that reusable packaging will be used, in order to permit the equipment to be returned if necessary.

The contractor will also use its best endeavours to recover all packaging and logistics resources used at the time of equipment delivery, except if the special contract specifications include a guarantee clause, in which case the contractor shall recover only such articles as are not necessary for the return of the equipment.

A corresponding ISPM 15 certificate must accompany the means of delivery used if applicable (if a wooden crate is used).

Crates and packaging containing the micro mirror array, its control electronics, and all associated accessories must protect these contents from any degradation within the following environmental conditions:

**10 °C < Temperature < 25 °C
800 HPa < Atmospheric pressure < 1050 HPa
30% < Humidity level < 70%**

To ensure the safety of the equipment during transport, the transportation crate must be equipped with one or more shock sensors. The laboratory must verify the quality of the crate and transport upon arrival of the equipment.

Terms of delivery:

The delivery of the articles supplied will be carried out under the conditions of article 21 of the CCAG-FCS.

The equipment will be delivered to the following address:

Institut de planétologie et d'astrophysique de Grenoble (IPAG)
414 rue de la piscine,
38400 Saint Martin d'Hères
Domaine Universitaire

Delivery times and terms:

Delivery may be made Monday to Friday, 8am to 5pm (excluding public holidays).

The contractor will contact the laboratory at least two weeks before shipment dispatch to make an appointment in advance with an IPAG representative and set a precise date and time for the delivery. Contact details for the laboratory representative will be provided once the contract is awarded.

The laboratory must be notified when the equipment is shipped, and package tracking information must be provided.

Hygiene and safety measures to be respected in case of on-site work:

Any person (contractor, joint contractor, subcontractor, delivery person, etc.) involved in the performance of the contract, in particular during equipment delivery, installation, staff training or in the application of guarantee or maintenance clauses must comply with the government health recommendations applicable at the time of performance of the services.

Furthermore, any additional health measures required by Université Grenoble Alpes must be applied by the abovementioned persons as well, such as in particular wearing masks and gloves when their use has been made mandatory by the contracting authority.

The contractor is invited to contact the contracting authority's representative before going to the premises to perform work under the contract in order to find out about any additional health measures that may be required by the University.

In the case of non-compliance with the recommendations and health measures mentioned above, Université Grenoble Alpes reserves the right to refuse access to its premises or require immediate departure from the premises. Any additional costs that may result (e.g. additional storage time, travel, accommodation, etc.) will be borne exclusively by the contractor.

10 - Sustainable development

No environmental obligation is provided for the performance of the contract.

11 - Confirmation of performance of services

11.1 - Verifications

Verifications will be performed under the following conditions:

Quantitative and qualitative verifications relating to the specifications given in Article 2.2 of the CCTP will be performed under the conditions provided in Articles 27 and 28.2 of the CCAG-FCS.

As an exception to article 27.3 of the CCAG-FCS, the contractor will not be present during verification operations. The absence of the contractor or its representative shall not impede the performance or validity of the verification operations.

As an exception to article 28.2 paragraph 2 of the CCAG-FCS, these verification operations will be conducted within a maximum of 90 days after the receipt of the equipment.

11.2 - Post-verification decision

Upon completion of the verification operations, the contracting authority will make its decision under the conditions provided in Articles 29 and 30 of the CCAG-FCS.

As an exception to article 30.1 of the CCAG-FCS, acceptance shall take effect on the acceptance decision notification date, or automatically 90 days after receipt of the equipment if no decision is issued.

12 - Guarantee of services

The services will include a 1-year guarantee, counted from the acceptance decision notification date. The terms of this guarantee are specified in article 33 of the CCAG-FCS.

13 - After-sales service

In its offer, the contractor shall detail the organisation of the after-sales service as well as the methods and time frames for its work.

The contractor shall at minimum provide the contracting authority with a technical support service. The contractor shall provide a designated contact person who may be contacted online (for example via email). The latter must be qualified and must be able to respond to the laboratory's requests, particularly concerning the installation and use of the equipment.

The technical support provided by the contractor must be able to assist the contracting authority in the installation of the equipment. In this regard, the contractor shall have a maximum response time of 7 days from the date of contact by the contracting authority.

The stipulations set forth above shall be supplemented by the contractor's proposal regarding after-sales service as formulated in the completed response template.

The cost of after-sales service is included in the price of this contract and shall not be subject to additional invoicing.

14 - Industrial and intellectual property rights

No intellectual property rights are applicable to this contract.

15 - Penalties

15.1 - Late Penalties

As an exception to Article 14.1.1 of the CCAG-FCS, when the delivery time is exceeded due to contractor default, the latter may be subject, without prior formal notice, to a penalty of 2% of the total value of the contract for each week of delay (each fully elapsed week) for the first three weeks. Starting from the fourth week of delay, the penalty shall be equal to 4% for each week of delay (each fully elapsed week).

As an exception to article 14.1.3 of the CCAG-FCS, there shall be no exemption from the application of late penalties.

As an exception to the provisions of article 14.1.2 of the CCAG-FCS, the total amount of late payment penalties is capped at 20.00% of the contract amount.

15.2 - Other specific penalties

Penalties	Occurrence	Values	Detail
Penalty concerning the provision of deliverables	Flat rate	€50.00	In the case of delay in submitting the deliverables as required under Article 2.5 of the CCTP, the contractor may be subject to a penalty of 50 euros per week of delay without prior formal notice.

15.3 - Penalty in the context of after-sales service

In the context of after-sales service (article 13 of this CCAP), if no response from technical support regarding installation assistance for a period of more than 7 days after contact is initiated by the contracting authority, an extension of the verification and acceptance period will be applied, without prior notice, for a period equal to the duration of the unavailability of technical support.

16 - Insurance

Under the provisions of article 9 of the CCAG-FCS, within 15 days after the contract award notification date and before starting any contract performance, all contractors (including the principal and any co-contractors) must provide evidence that they have contracted appropriate insurance by submitting a certificate showing the liability coverage provided.

Regarding delivery, it is emphasised that the contractor is responsible for contracting insurance for the transportation of the equipment.

17 - Termination of contract

17.1 Termination conditions

The conditions for the termination of the contract are defined in articles 38 to 45 of the CCAG-FCS.

As an exception to article 42 of the CCAG-FCS, in the case of a termination of contract for convenience by the contracting authority, the contractor will receive no compensation, except for such costs and investments as it may have incurred for the contract and strictly as necessary for its performance thereof.

In the case of any inaccuracy in the documents and information mentioned in articles R. 2143-3 and R. 2143-6 to R. 2143-10 of the Public Procurement Code, or refusal to produce the documents required under articles R. 1263-12, D. 8222-5 or D. 8222-7 or D. 8254-2 to D. 8254-5 of the Labour Code in accordance with article R. 2143-8 of the Public Procurement Code, the contract will be terminated for contractor default.

17.2 - Court-ordered receivership or liquidation

The contractor will immediately notify the contracting authority of the issuance of any judgment ordering its receivership or liquidation. The same shall apply for any judgment or decision likely to impact contract performance.

The contracting authority shall send formal notice to the administrator or liquidator asking whether it intends to demand performance of the contract. In the event of court-ordered receivership, this formal notice will be sent to the contractor where a simplified procedure without an administrator has been instituted, if in application of article L627-2 of the Commercial Code the supervising judge has expressly authorised the contractor to exercise the possibilities afforded by article L622-13 of the Commercial Code.

If a negative response is received, or if no response is received within one month after formal notice is sent, the contract will be terminated. This one-month period may be extended or shortened if before the expiration of such period the bankruptcy judge has granted the administrator or liquidator an extension, or provided a shorter period.

Termination shall take effect on the date of the decision of the administrator, liquidator or contractor to desist from continuing the performance of the contract, or upon the expiration of the one-month period provided for above. It shall not entitle the contractor to any compensation.

The Administrative Court of Grenoble shall have sole jurisdiction in case of dispute.

Payment requests must be written in French or accompanied by a French translation.

Any information marked on the equipment and operating instructions must be written in French or English.

18 - Exceptions

- Article 2 of the CCAP constitutes an exception to article 4.1 of the 2021 CCAG - Standard Supplies and Services
- Article 11.1 of the CCAP constitutes an exception to articles 27.3 and 28.2 paragraph 2 of the 2021 CCAG - Standard Supplies and Services
- Article 11.2 of the CCAP constitutes an exception to article 30.1 of the 2021 CCAG - Standard Supplies and Services
- Article 15.1 of the CCAP constitutes an exception to article 14.1.1 of the 2021 CCAG - Standard Supplies and Services
- Article 15.1 of the CCAP constitutes an exception to article 14.1.2 of the 2021 CCAG - Standard Supplies and Services
- Article 15.1 of the CCAP constitutes an exception to article 14.1.3 of the 2021 CCAG - Standard Supplies and Services
- Article 17.1 constitutes an exception to article 42 of the 2021 CCAG - Standard Supplies and Services