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| **ACT OF commitment**  **ref. F25SEISMDIGIT** |  |

**ADAPTED PROCEDURE**

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| **A - Purpose of the consultation and the undertaking.** |

**Subject Matter of the Contract:** **Purchase of seismic digitizers**

Market Ref: **F25SEISMDIGIT**

**Main CPV codes:**

**** This act of commitment corresponds to:

the whole of the contract or framework agreement (*in the case of non-assignment);*

**Contractual documents constituting the public contract are, in order of precedence:**

*The contractual framework is composed, in order of precedence, of:*

* *the signed act of commitment,*
* *this document,*
* *the purchase orders, subject to INERIS following up on the consultation,*
* *INERIS’s General Terms and Conditions of Purchase (reference DI0179),*
* *the supplier charter available on INERIS’s website (www.ineris.fr),*
* *the Contractor’s offer, only if accepted in writing by INERIS and only for provisions that do not conflict with the above documents.*

The General Administrative Clauses (CCAG) applicable to public contracts for intellectual services (C.C.A.G.FCS), approved by the decree of 16 September 2009, in force on the date of notification of this public contract. (This document is not attached to the contract. The holder can obtain a copy from the Directorate of Official Journals or on the website of the Ministry of Finance, portal: [www.marches-publics.fr](http://www.marches-publics.fr);

Purchase orders issued under the resulting contracts and their associated TRCs;

Unless there is a manifest error, a contradiction or a difference between the documents constituting the agreement-It is expressly agreed between the parties that the provisions contained in the higher-ranking document will prevail over obligations in conflict of interpretation. These documents constitute the entire framework agreement and the obligations of Ineris and the Licensee.

Any clause contained in the proposal or any documentation of the Licensee to the contrary or amending the provisions of the other parts of the Framework Agreement and subsequent contracts shall be deemed unwritten. The general terms and conditions of the holder are in particular concerned by this provision.

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| **B - Undertaking by the holder or grouping.** |

**B1 - Candidate Identification and Engagement:**

*(Check the corresponding boxes.)*

**Identification of the candidate:**

The candidate is a:

* Candidate running alone
* Joint grouping with joint and several representative whose representative is:
* Joint grouping with a joint and several representative whose representative is:
* Joint and several grouping whose representative is:
* Joint and several group with individual services whose representative is:

|  |  |
| --- | --- |
| Trade name |  |
| Legal Name |  |
| Address of the establishment |  |
| Head Office Address |  |
| Email address |  |
| Telephone |  |
| SIRET number |  |
| Business Class \* | Microenterprise \*  SME (Small and Medium Enterprise) \*  ETI (Medium-Sized Enterprises (ETI) \*  GE (Large Company) \*  Other (to be specified): ...........................................  (SCOP, Craftsman, Liberal profession, self entrepreneur, EA, ESAT...) |

*(In the case of a grouping, each member of the grouping must provide the above information, and the representative must be clearly identified.)*

**NOTE**: In the case of bundling, this item will be duplicated for each additional co-contractor and will be inserted as many times as necessary after the bundling.

\* Article 3 of Decree No. 2008-1354 of 18 December 2008 on the criteria for determining the category of ownership of an enterprise for the purposes of statistical and economic analysis

The micro-enterprise category consists of enterprises that:

* Less than 10 people are employed;
* have an annual turnover or balance sheet total not exceeding EUR 2 million.

The Small and Medium-Sized Enterprises (SME) category consists of businesses that:

* on the one hand, employ less than 250 people;
* have an annual turnover not exceeding EUR 50 million or a balance sheet total not exceeding EUR 43 million.

The Midsize Enterprise (ETI) category consists of enterprises that do not belong to the Small and Medium-Sized Enterprises category and that:

* Employ less than 5,000 people;
* on the other hand, have an annual turnover not exceeding EUR 1,500 million or a balance sheet total not exceeding EUR 2,000 million.

The Large Enterprise (GE) category consists of companies that are not classified in the previous categories.

After having read the documents constituting the public contract (cf. Section A), and in accordance with their clauses and stipulations,

The signatory

**undertakes, on the basis of its offer and for its own account;**

*[Provide the business name and legal name of the applicant, the addresses of his or her establishment and head office (if different from that of the establishment), his or her e-mail address, telephone and fax numbers and SIRET number. ]*

**commits the company ………………………on the basis of its offer;**

*[Provide the business name and legal name of the applicant, the addresses of his or her establishment and head office (if different from that of the establishment), his or her e-mail address, telephone and fax numbers and SIRET number. ]*

**All the members of the grouping undertake, on the basis of the grouping’s offer;**

*[Enter the trade name and legal name of each member of the grouping, the addresses of its establishment and registered office (if different from that of the establishment), its e-mail address, its telephone and fax numbers and its SIRET number. ]*

to deliver the supplies requested or to perform the services requested:

Based on the prices indicated in the Unit Price List Ceiling Schedule attached to this document.

and

The terms of payment specified in the contract documents.

**B2 – Distribution of benefits:** *(in the case of a joint grouping of economic operators.)*

*(The members of the joint grouping shall indicate in the table below the breakdown of the benefits which each of them undertakes to provide.)*

For the performance of the contract or framework agreement, the grouping of economic operators shall be:

*(Check the corresponding box.)*

spouse OR  solidary

*(The members of the joint grouping shall indicate in the table below the breakdown of the benefits which each of them undertakes to provide.)*

|  |  |  |
| --- | --- | --- |
| **Designation of members**  **of the joint group** | **Services performed by members****of the joint group** | |
| **Nature of the benefit** | **HT amount**  **of the benefit** |
|  |  | € HT |
|  |  | € HT |

**B3 - Account(s) to be credited**

***(Attach a bank or postal identification statement(s).)***

*(In the case of a joint grouping, enter the bank details of each member of the grouping.)*

|  |  |
| --- | --- |
| **Name of banking institution** |  |
| **Account Number** |  |
| **Domiciliation** |  |
| **Account Holder** |  |

**B4 - Advance (**[*Article R. 2191-3*](https://www.legifrance.gouv.fr/affichCode.do;jsessionid=0DDDE5A7DF8FB00C1FF01114156D32FB.tplgfr42s_2?idSectionTA=LEGISCTA000037729901&cidTexte=LEGITEXT000037701019&dateTexte=20190401) *or* [*Article R. 2391-1*](https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=0DDDE5A7DF8FB00C1FF01114156D32FB.tplgfr42s_2?idArticle=LEGIARTI000037728493&cidTexte=LEGITEXT000037701019&dateTexte=20190401) *of the Public Order Code):*

I renounce the benefit of the advance:  NO  YES

*(Check the corresponding box.)*

**B5 - Contract execution period:**

The contract is concluded for an initial period of 24 months.

And starts from:

*(Check the corresponding box.)*

the date of notification of the contract or framework agreement;

the date of notification of the service order or first purchase order;

the date of commencement of performance provided for by the contract if it is later than the date of notification.

The contract or framework agreement may be renewed:  NO  YES

*(Check the corresponding box.)*

If yes, specify:

* Number of renewals: 1
* Type of renewal:
* Duration of renewals: 24 month

The holder(s) may not refuse the renewal.

If the buyer does not wish to renew the contract, he shall inform the holder(s) of his decision no later than 3 months before the end date of the validity of the framework agreement, by electronic mail with acknowledgement of receipt.

**B6 – Subcontracting:**

I am not (we are) planning to outsource some of the benefits

I am considering (we are considering) outsourcing some of the benefits

***B6.1. - Amount subcontracted designated to the contract***

The Annex(s) attached to this Undertaking Act(s) indicate the nature and amount of the benefits I (we) intend to have performed by a subcontractor(s) and the terms and conditions of payment of subcontracts. This Annex(s) constitutes a request for acceptance of one of the relevant subcontractors(s) and for approval of the ***payment conditions***.

**The total amount excluding VAT of benefits that I intend to subcontract in accordance with these schedules is: €/ht**

***B6.2. - Amount to be sub-contracted***

In addition, the table below indicates the nature and amount of the benefits I (we are considering) to have sub-contractors paid directly after having requested in the course of the contract their acceptance and the approval of the conditions of payment of the subcontract relating to them by the contracting authority. The amounts shown in this table correspond to the maximum amount of the claim that the subcontractor concerned may pledge or assign:

|  |  |  |
| --- | --- | --- |
| Nature of benefits contracted out | Name of subcontracting company | Amount |
|  |  |  |
|  |  |  |

***B6.3. – Claim pledged or assigned***

The NET amount of the maximum debt I may (we may) pledge or assign is as follows: …………………………………………………………………………………………………………………………………………

**B7 - Period of validity of the offer:**

This undertaking is binding on me for the period of validity of the tenders indicated in the consultation rules, the consultation letter or the notice of public tender.

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| **C - Signature of the contract or framework agreement by the individual supplier or, in the case of a grouping, the duly authorised representative or each member of the grouping.** |

**C1 – Signature of the framework agreement by the individual holder:**

|  |  |  |
| --- | --- | --- |
| **Surname, First Name and Position**  **of the signatory (\*)** | **Place and date of signature** | **Signature** |
|  |  |  |

(\*) The signatory must have the authority to engage the person they represent.

**C2 – Signature of the framework agreement in the event of grouping:**

The members of the grouping of economic operators shall appoint the following authorised representative ([*Article R. 2142-23*](https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=0DDDE5A7DF8FB00C1FF01114156D32FB.tplgfr42s_2?idArticle=LEGIARTI000037730641&cidTexte=LEGITEXT000037701019&dateTexte=20190401) *or* [*Article R. 2342-12*](https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=0DDDE5A7DF8FB00C1FF01114156D32FB.tplgfr42s_2?idArticle=LEGIARTI000037728949&cidTexte=LEGITEXT000037701019&dateTexte=20190401) *of the Public Procurement Code):*

*[Provide the trade name and legal name of the agent]*

In the case of a joint grouping, the representative of the grouping shall be:

*(Check the corresponding box.)*

Spouse OR  solidary

The members of the grouping have given the mandate to the authorised representative, who signs this Undertaking Act:

*(Check the corresponding box(s).)*

To sign this act of engagement in their name and on their behalf, to represent them vis-à-vis the buyer and to coordinate all services;

*(Attach the authorities as an appendix to this document.)*

To sign, on their behalf and on their behalf, subsequent amendments to the public contract or framework agreement;

*(Attach the authorities as an appendix to this document.)*

Have given mandate to the representative under the conditions defined by the powers attached in the Annex.

The members of the grouping who sign this Act of Commitment shall:

*(Check the corresponding box.)*

Give a mandate to the representative, who accepts it, to represent them vis-à-vis the buyer and to coordinate all services;

Give mandate to the Trustee, who accepts it, to sign, on their behalf and on their behalf, any subsequent changes to the contract or framework agreement;

Give the mandatary mandate under the conditions defined below:

*(Provide details on the scope of the mandate.)*

|  |  |  |
| --- | --- | --- |
| **Surname, First Name and Position**  **of the signatory (\*)** | **Place and date of signature** | **Signature** |
|  |  |  |
|  |  |  |
|  |  |  |

(\*) The signatory must have the authority to engage the person they represent.

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| D - Identification of the contracting authority |

# Designation of contracting authority:

1. **Ineris**
2. **ALATA Technology Park**
3. **60550 VERNEUIL-EN-HALATTE**
4. **FRANCE**

**Name, first name, capacity of the signatory of the contract or framework agreement:**

*(The signatory must have the authority to engage the person they represent.)*

**Mr Raymond COINTE**

**Director General**

**Person empowered to give the information provided for in** Article R. 2191-59 [of the Public Order Code, to which](https://www.legifrance.gouv.fr/affichCode.do;jsessionid=D5F2C558D167BFA1A3D87F2A4EDA8784.tplgfr42s_2?idSectionTA=LEGISCTA000037729737&cidTexte=LEGITEXT000037701019&dateTexte=20190401) Article R. 2391-28 [of the same Code refers (pledge or assignment of receivables)](https://www.legifrance.gouv.fr/affichCode.do;jsessionid=D5F2C558D167BFA1A3D87F2A4EDA8784.tplgfr42s_2?idSectionTA=LEGISCTA000037728411&cidTexte=LEGITEXT000037701019&dateTexte=20190401)

*(Include the person’s identity, mailing and email addresses, telephone and fax numbers.)*

**Designation, address, telephone number of the accounting officer:**

*(Attach a summary annex in case of multiple accountants.)*

Monsieur Olivier MALFAIT

Accounting Officer of Ineris

ALATA Technology Park

60550 Verneuil en Halatte

Tel: 03.44.55.63.39

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| **E - Decision of the contracting authority** |

**This offer is accepted.**

It is supplemented by the following annexes:

*(Check the corresponding box.)*

Annex BPU Unit Price List Ceiling duly signed by the applicant

Annex DPGF Breakdown of the Global and Fixed Price duly signed by the candidate

Annex … relating to the presentation of a subcontractor (or DC4);

Annex … relating to requests for clarifications or supplements on the content of tenders (or OUV4);

Annex … on market development (or OUV5);

Other annexes *(please specify):*

This contract is concluded:

without a minimum amount.

for a firm amount of €/ht

for a start the

Its maximum amount **for all lots** including any rollover may not exceed the amount of 50 000 € HT

This amount is indicative and does not constitute a commitment by Ineris.

Opinion of the Budgetary Controller

Ivry sur Seine, the

Verneuil-en-Halatte, the

Mr Raymond COINTE

Managing Director of Ineris

**ANNEX LIST OF UNIT AND/OR FIXED CEILING PRICES**

Copy/Paste here your BPU/ your BPU and witness benefits before signing the act of commitment:

E X E M P L E