

Administrative Terms and Conditions (C.C.A.P.)

**Contracting authority
FRENCH POLAR INSTITUTE Paul Emile Victor
(IPEV)**

Subject matter of the call of tender

Challenger n°11 – Mid-life refurbishment

Tender n° IPEV_2025_014

**General administrative clauses: public contracts for current
supplies and services (CCAG FCS)**

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ARTICLE 1 SUBJECT MATTER OF THE CONTRACT – GENERAL TERMS AND CONDITIONS

1.1. Subject matter of the public contract

The purpose of this consultation is to conclude a service contract for the refurbishment of the French Polar Institute's (IPEV) challenger no. 11.

Details of the services are set out in the technical specific conditions (CCTP).

The performance of this contract is governed by the General Administrative Clauses for Public Contracts for current supplies and services (CCAG FCS).

1.2. Form and amount of the contract

1.1.1 Form of the contract

This contract is a framework agreement with a single operator.

It is executed by the issue of purchase orders within the meaning of articles R. 2162-1 to R. 2162-6 and R. 2162-13 to R. 2162-14 of the French Public Order Code. The conditions for issuing purchase orders are defined in article 9.3 of this document.

The contract includes :

- ✓ All-inclusive services: preventive maintenance and improvement work;
- ✓ Services relating to specific work based on estimates after detailed inspection.

1.1.2 Allotment

The contract is not allotted because its subject matter forms a homogeneous whole that cannot be split up.

1.1.3 Amount of the contract

The framework agreement is concluded with a maximum amount in application of article R2162-4 of the Public Order Code. This amount is specified in the contract agreement.

1.3. People involved

1.1.4 Representation of the Purchaser

In application of article 3.3 of the CCAG FCS, the Director of the Polar Institute will designate, as soon as the contract is notified, the natural persons authorised to represent him and the delegations of signature that will be granted to them.

1.1.5 Representation of the Contractor

Upon notification of the contract, the Contractor will appoint a principal contact for the purposes of the performance of the contract. This contact person is deemed to have sufficient powers to take the necessary decisions binding the Contractor.

The Contractor is required to notify the Contracting Authority without delay of any changes occurring during the performance of the contract and which relate in particular to the main contact person. More generally, the Contractor must notify the contracting authority without delay of any significant changes in the company's operations which may affect the performance of the contract.

1.4. Group of economic operators

Economic operators may form one or other of the groupings defined in article R. 2142-20 of the French Public Procurement Code.

In the case of a joint group, the lead contractor must be jointly and severally liable. Whatever the form of the group, one of the service providers who is a member of the group is designated as the lead contractor in the contract agreement. He represents all the members before the contracting authority, and coordinates the services of the members of the group.

1.5. Subcontracting

Pursuant to Act no. 75-1334 of 31 December 1975, as amended, relating to subcontracting, and in accordance with the rules set out in the French Public Procurement Code, the Contractor is entitled to subcontract the performance of certain parts of the contract, which must give rise to direct payment by the Contractor for services in excess of six hundred (600) € including VAT (at the current rate).

The subcontracting company must be accepted and its terms of payment approved by the contracting authority.

The Contractor undertakes to ensure that any subcontractors comply with all the clauses of this contract. In all cases, it remains fully liable to the Contracting Authority for the subcontracted services.

Any undeclared subcontracting will be sanctioned by the termination of the contract at the Contractor's expense and risk.

ARTICLE 2 CONTRACTUAL DOCUMENTS

By derogation from article 4.1 of the reference CCAG, the documents constituting this contract are listed below in descending order of priority. These documents take priority in the order in which they are listed in the event of contradictions or differences between them.

2.1. Particular documents

- ✓ The contract agreement and its appendices
- ✓ The administrative terms and conditions (CCAP)
- ✓ The technical specifications (CCTP)

2.2. General documents

- ✓ The General administrative clauses of public contracts for current supplies and services (CCAG FCS) approved by order of 30 March 2021.

The CCAG FCS is a general document, which, although not attached, is a constituent part of the contract and is deemed to be known by the Contract Holder. It is available online at the following address : <https://www.economie.gouv.fr/daj/commande-publique/reglementation-de-la-commande-publique/cahiers-des-clauses-administratives> .

The Contractor expressly acknowledges having read and accepted the above documents.

As a reminder, no general or specific condition appearing in the documents sent by the contractor may be included in this contract. This is the case, without this list being exhaustive, of the conditions of purchase, the conditions of sale, the conditions appearing on the invoices, the conditions set out in the commercial documents.

ARTICLE 3 SOCIAL AND ENVIRONMENTAL CONSIDERATIONS

3.1. Social considerations

Not available.

3.2. Environmental considerations

Not available.

ARTICLE 4 MEANS OF COMMUNICATION

The French polar Institute communicates with the contractor by means of purchase orders and service orders, which are notified by e-mail or via the PLACE - Institute's purchasing profile - www.marches-publics.gouv.fr .

Before the start of the contract, the contractor will provide the contracting authority with the e-mail addresses to which service orders and purchase orders will be sent.

ARTICLE 5 CONTRACT DURATION

The contract period, during which purchase orders may be notified, is six (6) months from the date of notification of the contract.

Purchase orders notified during the contract period are executed until their expiration.

The deadline for carrying out services based on quotations will be included in the contract period.

ARTICLE 6 CONTRACT PRICES

6.1. Form and contents of prices

By derogation from article 10.1.3 of the reference CCAG, the contract prices are exclusive of VAT.

The services covered by the contract are paid for flat rates or unit prices. Detailed prices are given in the appendix to the Contract Agreement.

The unit prices set out in the contract agreement will be paid for by applying unit prices to the quantities actually executed.

Prices include:

- ✓ all taxes, fiscal, parafiscal or other charges applicable to the services
- ✓ guarantees
- ✓ labor
- ✓ All spare parts and consumables required to carry out the services, including their reprocessing after use in compliance with current environmental protection regulations;
- ✓ The cost of drawing up and sending quotations.

6.2. Price variation

Prices are established on the basis of the economic conditions of the month preceding the date of submission of the last tender. This month is referred to as 'month zero' and is indicated on the first page of the contract agreement.

Prices are fixed for the entire duration of the contract.

ARTICLE 7 TERMS AND CONDITIONS RELATING TO THE PAYMENT OF ACCOUNTS

7.1. Advance

Not available.

7.2. Invoicing

The contract agreement may indicate what is to be paid to the Contractor and any co-contractors or sub-contractors.

For Flat rate services, the contractor send an invoice monthly after receipt and approval by the Purchaser of the monthly report.

For services based on quotations, the contractor send an invoice after completion and acceptance of the services referred to in the order form and receipt of the specific report.

Payment will be reduced, where applicable, by the penalties set out in article 11 of this document.

Payment requests must be sent electronically to the following address:

<https://chorus-pro.gouv.fr>
NOM : IPEV
SIRET : 180 089 369 00029

The payment claim must include the following obligatory elements:

- ✓ the purchaser: French polar institute;
- ✓ the contract and purchase order number ;
- ✓ the name and address of the contractor ;
- ✓ the number and date of issue of the invoice;
- ✓ the details of the services provided, using the headings for the services listed in the financial appendix to the contract agreement or in the specific order form for services based on a quotation.
- ✓ the different prices excluding VAT; ;
- ✓ the total price excluding VAT.

7.3. Retention guarantee

A 3% retention guarantee, as provided for in articles R.2191-32 to R.2191-35 of the French Public Procurement Code, will be deducted from the amount of each monthly invoice (flat rate services only).

The purpose of the retention guarantee is to "cover the reservations formulated at the time of acceptance of the contract services and, where applicable, those formulated during the guarantee period when the defects were not apparent or their consequences were not identifiable at the time of acceptance".

The retention guarantee does not apply to subcontractors

The retention guarantee is released after two hundred and fifty (250) hours of use of the tractor without incident.

ARTICLE 8 CONTRACT MODIFICATIONS

The contract may be amended by amendment under the conditions set out in Articles L. 2194-1 and R. 2194-1 et seq. of the French Public Procurement Code.

ARTICLE 9 CONDITIONS OF PERFORMANCE

9.1. Generality

The services to be provided are described in the technical specifications (CCTP).

9.2. Place of performance

Tractor is stored at Hobart Wharf Macquarie 3.

It must be picked up at the wharf in Hobart and returned to the same place.

9.3. Ordering procedures

The purchase order will be signed by the representative of the contracting authority or by any authorized person and sent by e-mail to the contractor.

If the contractor considers that the requirements of a purchase order call for reservations on its part, it must submit them in writing within 5 (five) days from the date of receipt of the purchase order.

9.3.1 Flat-rate services

There will be no specific purchase order for these services.

As soon as the contract is notified, the contractor must take charge of the tractor and begin work.

9.3.2 Services relating to specific work based on quote

If additional work is required following inspections, a specific quote will be provided.

The amount of the quote will be based on the hourly labor cost defined in the financial appendix and will be negotiated between the two parties.

Each quote will specify :

- ✓ The date and reference number of the quote ;
- ✓ A detailed description of the services ;
- ✓ The hourly rate as defined in the contract ;
- ✓ The estimated number of hours required to perform the services ;
- ✓ The costs of parts ;
- ✓ The total amount of the quote, excluding tax ;
- ✓ The completion deadline.

Once the quote has been approved by IPEV, a signed purchase order will be issued by the representative of the contracting authority using their management software (PEP).

Upon receipt of the order, the contractor must acknowledge receipt of the purchase order and begin providing the services.

9.4. Support and advice

The Contractor shall provide the Purchaser with support and advice by telephone or email.

In their bid, the candidate shall specify the names and contact details of a technical support team that will handle these requests. Contact persons must be reachable by telephone or email. In the event of a telephone request, an email will be sent confirming the content of the request.

9.5. Monitoring of services

9.5.1 Site visit

The Purchaser reserves the right to visit the Contractor's premises to verify the proper performance of the contract. To this end, the Contractor shall undertake all necessary formalities to welcome the Institute's staff.

9.5.2 Reporting

Various reports are required to monitor the performance of services.

- ✓ Monthly report

This report shall include:

- Work carried out during the month, parts replaced and/or repaired, and work in progress;
- Planning for future work and scheduling of inspections.

It is provided monthly. Its validation by the Purchaser allows the request for payment for the past month.

✓ Inspection report

This report is to be drawn up after the disassembly of each major component (engine, gearbox, track assembly, etc.).

It must show any anomalies found, wear and tear on certain parts, risks of deterioration, and work to be carried out in the short and medium term.

It is provided at the end of each inspection.

✓ Specific report

For each service performed on the basis of a quote, a report must be drawn up and sent at the end of the work. It shall indicate:

- The dates and start and end times of the work;
- the nature of the work carried out in detail (type of breakdown, cause, etc.);
- The work carried out and the description of the parts replaced.

Each report shall be sent to the Purchaser in electronic format (PDF file).

ARTICLE 10 VERIFICATION OF PERFORMANCE OF PRESTATIONS

The tractor must be tested for one day under difficult working conditions before delivery.

The results of the checks and tests will be recorded in a final report sent to the Purchaser.

If the results do not meet the Purchaser's expectations, the Purchaser may take decision to postpone the rebate or reject the tractor in accordance with the provisions of Chapter 5 of the reference CCAG.

ARTICLE 11 PENALTIES

Any breach by the contractor of its contractual obligations may result in penalties.

Penalties are automatically applicable, without prior notice.

Penalties do not constitute a release from liability. The contractor therefore remains fully liable for its contractual obligations, in particular for services whose non-performance has resulted in the application of penalties.

The contractor cannot consider itself released from its obligation by virtue of the payment of said penalties. The application of penalties is without prejudice to the public authority's right to impose any other contractual sanctions and, in particular, to have all or part of the contract performed at the contractor's expense and risk.

11.1. Penalty for delay

By derogation to Article 14.1.1 of the referent CCAG, and in the event of exceeding the contractual deadlines, the contractor shall be liable to the penalties set out below, without prior notice.

Item	Penalty
Delay in delivery of the Challenger	€100 per day of delay
Delay in submitting a report	€50 per day of delay

11.2. Exemption threshold and penalty cap

By derogation from Article 14.1.3 of the reference CCAG, penalties shall apply from the first euro excluding tax, with no exemption.

ARTICLE 12 WARRANTIES

The Contractor must guarantee that the quality of services complies with the manufacturers' recommendations and the operational uses of the vehicles, and that they are performed in accordance with best practices.

A guarantee of two hundred and fifty (250) hours of operation is required.

By derogation from Article 28.1 of the reference CCAG, the warranty period shall run from the effective date of commissioning of the machine in Antarctica. Depending on its arrival in Antarctica, the effective service may commence one year after acceptance of the services.

By derogation from Article 28 of the reference CCAG, if the purchaser considers that the contractor's intervention to remedy anomalies is likely to interfere with the proper functioning of the service, it may, after informing the contractor, carry out such interventions itself. These interventions shall be carried out at the contractor's expense and shall give rise to the payment of compensation representing the repair costs by the purchaser, based on the hourly cost of an IPEV mechanic as defined in the financial appendix to the contract agreement. The contractor shall then be released from all liability, except for the consequences of any information or instructions it may be required to provide. The contractor shall be informed in writing of the date on which the intervention of the purchaser ends.

ARTICLE 13 INSURANCES

In accordance with Article 9 of the reference CCAG, the contractor must prove, within 15 days of notification of the contract and before any work commences, that it holds insurance policies, by means of a certificate setting out the scope of the liability covered.

ARTICLE 14 RIGHT OF QUOTATION AND IMAGE OF THE FRENCH POLAR INSTITUTE

The French Polar Institute Paul-Emile Victor does not authorise any mention of its name, logo, photos or plans concerning its activities and personnel.

This prohibition concerns any oral and/or written communication on any material and/or digital medium, neither under the present contract, nor under a customer reference, nor under a separate contractual relationship.

This prohibition applies to the contract holder as well as to its co-contractors and sub-contractors.

Any desire to mention the Polar Institute will, once the services covered by the contract have been effectively and properly carried out, meet the performance criteria guaranteeing for the Institute:

- ✓ communication of interest in terms of the Institute's public or private image in relation to its polar logistics activities,
- ✓ the completion of work or the supply of a good or service with proven technical added value or technological, scientific or logistical developments linked to polar logistics and scientific activities.

This communication will be the subject of a specific agreement covering rights and obligations to use the name, logo, photos and any other content, in accordance with rules and a duration to be determined between the Polar Institute and the Contract Holder.

ARTICLE 15 DISPUTES AND LITIGATION

15.1. Amicable settlement

The Purchaser and the contract holder(s) shall endeavor to settle amicably any dispute relating to the interpretation of the stipulations of the present public contract or to the performance of the services. Should difficulties arise between the Institute and the contract holder(s) concerning the performance of the clauses of the present contract and no negotiations have been successful, the matter may be submitted, in the first instance, to the amicable settlement procedure defined in articles R 2197-1 to R 2197-24 of the French Public Order Code.

15.2. Applicable law

This contract is governed exclusively by French law. In the event of litigation relating to the contract, it will be brought before the French courts:

Tribunal Administratif de Rennes (35)

3, Contour de la Motte - CS 44416 - 35044 Rennes Cedex

Phone number: 02 23 21 28 28

ARTICLE 16 DEROGATION FROM THE CCAG

Derogations from CCAG	Item	Articles du CCAP
4.1	Contractual documents	2
10.1.3	Prices content	6.1
14.1.1	Penalties	11 et 11.1
14.1.3	Penalty exemption threshold	11.3
28 et 28.1	Warranties	12