

Public Buyer : Ecole Nationale de l'Aviation Civile
Siège Administratif
7 avenue Edouard Belin CS 54005
31055 Toulouse Cedex 4

Department : DFPV/OP

Special Administrative Clauses (CCAP) ENGLISH COURTESY TRANSLATION

Consultation number : [202600FCS023](#)

Object : [Supply of Military Charts & ARINC 424 database for flight simulators](#)

Article 1 – Identification

This framework agreement is issued by the **Ecole Nationale de l'Aviation Civile (ENAC)**

Address: 7 Avenue Edouard Belin – 31055 Toulouse

SIRET: 193 112 562 00015

Phone: +33 5 62 17 40 00

It is represented by its Director General or by the Secretary General acting on their behalf.

Presentation of ENAC

ENAC is the school of the **Direction Générale de l'Aviation Civile (DGAC)**.

ENAC brings together:

- Training programmes in France and abroad: engineers, airline pilots, air traffic controllers, civil aviation technicians, flight dispatchers, postgraduate training, etc.
- Continuing professional training courses
- Research projects
- International activities leading ENAC to host foreign students and trainees

ENAC consists of an administrative headquarters in Toulouse and 8 campuses, including one dedicated to fleet maintenance. The school is geographically located across 9 sites:

- South / South-West: Montpellier, Carcassonne, Castelnaudary, Toulouse, Muret, Biscarrosse
- East: Saint-Yan and Grenoble
- Île-de-France: Melun

Article 2 – Purpose of the Contract

The framework agreement concerns:

- The supply of military area charts for pilots' EFBs used for calibration of radio-navigation aids
- The supply of an ARINC 424 format database for flight simulators adapted to ENAC equipment and operational constraints

The framework agreement covers supplies and services.

CPV code: **71354200-6 – Aerial mapping services**

Article 3 – Scope of the Contract

This is a **single-award framework agreement** executed through purchase orders in accordance with public procurement regulations and the unit price schedule or supplier catalogues.

Exceptionally, additional services not defined may be ordered via purchase orders based on an accepted quotation, up to **5% of the total contract amount**, without violating public procurement principles.

Article 4 – Lots

The consultation is divided into two lots:

Lot 1: Supply of “MILITARY” charts for French military airfields available on EFB

Lot 2: Supply of an ARINC 424 compliant database for flight simulators

Article 5 – Form and Maximum Amount of the Framework Agreement

The framework agreement has **no minimum amount** and a maximum per lot over 48 months:

Lot 1 — Military charts: **€20,000 excl. VAT**

Lot 2 — ARINC 424 database: **€300,000 excl. VAT**

The contract automatically ceases when the maximum amount is reached.

Article 6 – Exclusivity

The contractor has exclusivity to perform the services.

Article 7 – Duration of the Framework Agreement

Duration: **1 year from notification**, tacitly renewable **3 times** (maximum 4 years).

The contractor cannot refuse renewal.

If ENAC decides not to renew, **2 months’ notice** applies.

Execution deadlines are defined in each purchase order.

The contractor has **3 working days** to submit comments after receiving a purchase order.

Article 8 – Phasing of Services

Phasing into stages does not apply.

Article 9 – Place of Performance

- **Lot 1 – Delivery sites**

Deliveries must be made to locations specified in each purchase order. Main ENAC delivery points include:

- ENAC Library – Toulouse
- ENAC Carcassonne Centre – Salvaza Aerodrome
- ENAC Muret Centre (Direction & Training)
- ENAC Montpellier Centre – Montpellier Airport
- ENAC Biscarrosse Centre
- ENAC Grenoble Centre – Saint Etienne de Saint Geoirs
- ENAC Melun Centre – Villaroche Aerodrome
- ENAC Saint-Yan Centre – Saint-Yan Aerodrome

Addresses may be modified in purchase orders.

- **Lot 2**

Electronic delivery to addresses communicated after notification.

Article 10 – Contractual documents

The documents constituting the framework agreement are, in descending order of priority:

- The commitment document specific to each lot and its possible appendices;
- The schedule of unit prices submitted by the contractor when submitting its offer for each lot;
- The supply catalogues related to the subject of the contract;
- This Special Administrative Clauses document and its possible appendices;
- The Special Technical Specifications and their appendices;
- The General Administrative Clauses applicable to public supply and services contracts approved on 30 March 2021;
- The contractor's technical offer;
- Subcontracting special acts and their amendments issued after notification of the framework agreement.

The English versions of the specifications are courtesy translations only and have no contractual value.

Article 11 – Contracts for similar services

The buyer may negotiate, with the contractor, without prior publicity or competition, a contract for similar services pursuant to Article R.2122-7 of the French Public Procurement Code.

Article 12 – Performance of the services

12.1 Representation of the Parties

Representation of the buyer

Upon notification of the framework agreement, the contracting authority appoints one or more contacts within the Directorate of Pilot Training and Flights. These contacts will transmit purchase orders and communicate the email addresses to which the contractor must send the databases.

The buyer notifies any change of contact to the contractor.

Representation of the contractor

The contractor appoints one or more representatives authorized to act on its behalf for the execution of the framework agreement.

These contacts are designated upon notification of the framework agreement.

Other individuals may be authorized during execution.

The contractor undertakes to inform the buyer immediately of any change of contact.

12.2 Performance conditions

Issuing and execution of purchase orders

Purchase orders are issued as needs arise.

They are notified by any means providing proof of receipt and sent by email to the address indicated by the contractor.

By derogation from Article 3.1.2 of the CCAG-FCS, the starting point of the execution period is the date specified in the purchase order or, failing this, 48 hours after sending or acknowledgment of receipt, whichever occurs first.

Each purchase order specifies in particular:

- Purchase order number
- Issue date
- Framework agreement reference
- Beneficiary details (including SIRET)
- Description, quantities, delivery times, places and media
- Total amount (excl. and incl. VAT)
- Reference to the accepted quotation if applicable

By derogation from Article 3.7.2 of the CCAG, any observations must be notified within **15 days**, failing which they are time-barred.

Purchase orders may be issued until the last day of validity of the framework agreement and executed up to **6 months after its end**.

Termination of the framework agreement does not invalidate purchase orders issued before termination.

Monitoring of services

The contractor must attend contract review meetings when invited.

12.3 Contractor obligations

Duty to advise

The contractor has a duty to advise and warn of potential malfunctions.
This obligation is formalized by a report describing risks and mitigation actions.

Duty to inform

The contractor must report any element that may compromise performance.

Security measures

Contractor personnel must comply with site security rules.

12.4 Contractor liability

The contractor must implement all means necessary to comply with specifications, deadlines, costs and quality levels.

Services must comply with all applicable standards, including those that become effective during execution.

12.5 Social considerations

Not applicable.

12.6 Environmental considerations

Packaging – Lot 1

The contractor reduces packaging and prioritizes reusable, recyclable or bio-based materials.
Cardboard must be made from recycled materials.

Transport – Lot 1

The contractor uses low-carbon transport solutions where possible:

- Rail, river or cargo bike for last-mile delivery
- Low-emission fuels or alternative energies

Drivers must receive annual eco-driving training and provide annual evidence.

If transport is outsourced, the contractor encourages compliance and uses carriers with the **Objective CO₂ label** or equivalent.

Data transmission – Lot 2

The provider must minimize the carbon impact of digital data flows.

12.7 Confidentiality and trade secrets

The contractor must keep all information confidential and ensure compliance by its staff and suppliers.

The buyer may request the return of confidential materials.

Breach may lead to termination.

The contractor agrees that documents may be disclosed to third parties when necessary, with prior written notice 15 days in advance.

Conflicts of interest must be declared immediately.

12.8 Packaging

Packaging quality is the contractor's responsibility.

Ownership transfers to the contracting authority.

12.9 Transport

Transport, loading and unloading are under contractor responsibility.

12.10 Delivery

Deliveries must include routing slips.

Missing or damaged items must be replaced within the specified timeframe.

12.11 Factory inspection

ENAC may carry out factory inspections.

12.12 Verification and acceptance

Verification and acceptance follow CCAG-FCS Articles 27–30.

12.13 Warranty / 12.14 Bonuses

Not applicable.

12.15 Late penalties

By way of derogation from Article 14.1.1 of the CCAG-FCS, when the contractual delivery period (the initial delivery period stated in the order and the replacement period for an incomplete or damaged delivery stated in the delivery report) is exceeded due to the contractor, the contractor shall incur, without prior formal notice, a penalty calculated according to the following formula:

$$P = \frac{V \times R}{200}$$

where:

P = the amount of the penalty;

V = the value of the services on which the penalty is calculated, equal to the base price amount, excluding price variations and outside the scope of VAT, of the portion of the services delivered late, or of all services if the delay in performing part of the services renders the whole unusable;

R = the number of days of delay.

In the event of a failure to comply with Article 3.2.2 of the CCTP regarding technical support within the specified time slots, the contractor shall incur a penalty of €50 per recorded breach.

The total amount of late penalties may not exceed 10% of the total amount of the purchase order excluding VAT.

By way of derogation from Article 14.1.3 of the CCAG-FCS, the contractor shall be liable for the full amount of the penalties due.

Article 13 – Financial provisions

13.1 Form and content of prices

Unit prices are listed in the price schedule and, where applicable, in supply catalogues related to the subject of the contract, or in quotations issued by the contractor and duly accepted by ENAC in the case of exceptional orders based on quotations for items not included in the unit price schedule or catalogues but related to the subject of the contract.

Prices are deemed to include:

- all costs related to the performance of the services, including delivery costs and costs related to conditioning, storage, packaging, insurance and transport to the place of delivery;
- all ancillary costs and equipment necessary for the performance of the services, risk allowances and profit margins;
- all tax, parafiscal or other charges applicable to the services.

13.2 Price variation

Prices are established on the basis of the economic conditions in force in month M0 corresponding to the date the contractor submitted its offer.

Framework agreement prices are revisable according to a supplier reference used to adjust the service price.

Under penalty of forfeiture, the framework agreement holder undertakes to notify its new price list or tariff schedule to marches-publics@enac.fr with one month's notice before the scheduled revision date.

Prices vary from the first purchase order issued one month after transmission of the new tariffs. Purchase orders in progress are paid based on the prices in force at the time they were issued. Specifically for Lot 2, ENAC will issue purchase orders covering six (6)-month service periods.

Safeguard clause:

If the calculation of new prices results in an average annual increase in discounted prices (excl. VAT) of more than 2.5%, ENAC and the contractor may jointly agree on the percentage to be applied. In the event of disagreement, the contract may be terminated without compensation, subject to three months' notice.

13.3 Advances

Unless waived by the contractor in the commitment document, an advance is provided for under the conditions set out in the French Public Procurement Code. Its amount is neither revisable nor adjustable.

It is paid for each purchase order exceeding €50,000 (excl. VAT) and with a performance period exceeding two months.

The payment period for this advance runs from notification of the purchase order.

The amount of the advance is determined in accordance with Articles R2191-6 to R2191-10 of the Public Procurement Code. It equals 5.00% of the initial amount (incl. VAT) of the purchase order if the execution period does not exceed 12 months. If this period exceeds 12 months, the advance equals 5.00% of a sum equal to 12 times the purchase order amount divided by the planned execution period in months.

The advance rate increases to 20% if the supplier is an SME.

In accordance with the Public Procurement Code, the advance is repaid in a single instalment when the 65.00% threshold is reached.

The contractor may refuse the advance.

13.4 Financial arrangements

Allocation of payments

Services are paid after service has been performed.

No retention guarantee is applied.

Late payment interest

Amounts due are paid in accordance with Article L.2192-10 of the Public Procurement Code.

The payment period is set at a maximum of 30 days. The starting date is determined in accordance with Article R.2191-12 et seq. of the Public Procurement Code.

When principal amounts are not paid by the end of the payment period, the contractor is automatically entitled to late payment interest and the fixed recovery cost compensation provided for in Articles L.2192-12 et seq. and R.2192-31 to R.2192-36 of the Public Procurement Code.

The late payment interest rate equals the rate applied by the European Central Bank to its most recent main refinancing operations in force on the first day of the semester of the calendar year during which the interest begins to accrue, plus eight percentage points. Interest runs from the expiry of the payment period until the date the principal is paid (inclusive) and is calculated on the total payment amount (incl. VAT), minus any retention, price update or revision clauses, and penalties.

The fixed compensation for recovery costs is set at €40.

Late payment interest and the fixed compensation are paid within 45 days following payment of the principal.

Invoicing procedures

Payment is made upon a payment request issued by the contractor the month following the services performed the previous month and after verification of service completion by the purchaser.

Payment is made by bank transfer to the contractor's account.

Without prejudice to mandatory legal or regulatory requirements, invoices must include:

- the invoice issue date;
- the identification of the issuer and recipient;
- the framework agreement reference;
- the purchase order number;
- the delivery date and place;
- the quantity and precise description of services performed;

- the unit price (excl. VAT) of delivered supplies;
- the total amount (excl. VAT) and the amount of tax payable, including breakdown by VAT rate, or any applicable exemption.

The VAT rates in force at the time of the taxable event within the meaning of Article 269 of the French General Tax Code apply.

The applicable currency is the Euro.

Invoices must be submitted electronically.

The contractor and, where applicable, its co-contractors must submit payment requests via the State's Chorus Pro portal.

At the creditor's choice, transmission is carried out by one of the following methods:

- Electronic data interchange (EDI) in the formats listed at: <https://communaute-chorus-pro.finances.gouv.fr/>
- Upload in PDFREN format
- Online entry via the portal

In accordance with Decree No. 2019-748 of 18 July 2019 on the development of electronic invoicing in public procurement, use of the invoicing portal is mandatory and exclusive of any other transmission method.

In the event of disagreement on part of an invoice, ENAC undertakes to pay the undisputed portion under the conditions set out above.

13.5 Financial modifications due to unforeseeable circumstances

If unforeseeable circumstances beyond the parties' control arise during performance, the parties may agree to modify the financial clauses if necessary to continue performance, under the conditions of Article R.2194-5 of the Public Procurement Code. Such modification remains at the purchaser's discretion.

If the purchaser considers modifying the contract to account for additional costs caused by unforeseeable circumstances, it will rely on precise financial justifications provided by the contractor.

Only circumstances producing a real and certain effect on performance may be taken into account; this clause does not aim to compensate hypothetical additional costs.

To support any request for modification of the financial terms, the contractor must:

- Submit a claim memorandum demonstrating the existence of unforeseeable circumstances within the meaning of Article R.2194-5;
- Justify its initial cost price at the date of its offer, including profit margin and risk provisions;
- Provide accounting documents (balance sheets, invoices, etc.) or contractual documents (including supply or subcontracting contracts) proving the reality and extent of additional costs incurred since the unforeseeable event.

The purchaser verifies the authenticity and accuracy of these documents and decides how to proceed.

If accepted, modifications to prices, tariffs or price adjustment clauses are formalised in an amendment signed by both parties.

The duration of this amendment is strictly limited to the duration of the unforeseeable circumstances and may be extended under the conditions defined in the amendment.

The amendment includes a review clause specifying how, at the end of the framework agreement, the purchaser and contractor determine the final amount of compensation for abnormal additional costs actually incurred.

If compensation exceeds losses, the contractor must repay the difference, which will be recovered by the purchaser/beneficiary:

- either by deduction from invoices yet to be issued;
- or by credit note deducted from remaining amounts payable, or failing that, recovered through a recovery order.

Article 14 – Miscellaneous

14.1 Electronic communications

The purchaser notifies the contractor of decisions or information that trigger a time limit by any electronic means (PLACE buyer profile or the email address specified in the specific contract documents) allowing the date and, where applicable, the time of receipt to be determined with certainty.

Decisions or information triggering a time limit take effect from the acknowledgement of receipt or, failing that, within 48 hours following the date the communication was sent.

Electronic exchanges not triggering a time limit are carried out by email.

14.2 Intellectual property

Not applicable.

14.3 Subcontracting

Subcontracting is prohibited.

14.4 Insurance

The contractor assumes responsibility for the performance of the services and for any damage caused to the purchaser in the event of non-performance. Within fifteen days of notification of the framework agreement and before any performance begins, the contractor must provide proof that it holds an insurance policy.

The contractor is responsible for damage that may arise from performance of the services:

- to its personnel, the purchaser's staff or third parties;
- to its property, the purchaser's property or third-party property.

The contractor must be covered by a valid insurance policy guaranteeing the financial consequences of civil liability it may incur in the event of bodily injury and/or material damage arising during performance of the services.

Upon simple written request, the contractor undertakes to provide the purchaser with an insurance certificate stating the nature, amount and duration of the coverage.

The contractor undertakes to expressly inform the purchaser of any change to its insurance contract.

14.5 Other administrative obligations

The contractor must promptly notify the purchaser of any changes occurring during performance, in particular those relating to:

- persons authorised to bind the contractor;
- the legal form under which it operates;
- its corporate name or trade name;
- its address or registered office.

More generally, any significant operational changes affecting the contractor and likely to impact contract performance must be notified to the purchaser.

In the event of failure to do so, the purchaser cannot be held responsible for the consequences, including payment delays.

Every six months from notification until completion of performance, the contractor shall provide the documents required under Articles D.8222-5 or D.8222-7 or D.8254-2 to D.8254-5 of the French Labour Code.

These documents must be submitted by the contractor via the APROVAL platform. Upon notification of the framework agreement, if the contractor does not have an account on the platform, it will receive an email from ENAC's budget subdivision to connect and upload the documents.

If the contractor uses posted workers, it must provide, before the start of each posting of one or more employees, the following documents:

- a) Acknowledgement of receipt of the posting declaration made via the Ministry of Labour's "SIPSI" online service, in accordance with Articles R.1263-5 and R.1263-7 of the Labour Code;
- b) A sworn statement certifying that the co-contractor has, where applicable, paid any fines due under Articles L.1263-6, L.1264-1, L.1264-2 and L.8115-1 of the Labour Code. This statement must include the name, first name, company name of the co-contractor and the signature of its legal representative.

Under the conditions set out in Article L.2196-4 et seq. of the Public Procurement Code, the contractor shall provide, upon request by the purchaser, information on the technical and accounting components of the cost price of the services covered by this public contract (including balance sheets, profit and loss accounts, analytical accounting and any document enabling the determination of cost prices).

14.6 Termination

The purchaser may terminate the public contract in the cases provided for in Articles L.2195-1 to L.2195-6 of the Public Procurement Code.

The framework agreement may be terminated in accordance with the provisions of the CCAG-FCS (termination for external events or events related to the agreement, for contractor default or for reasons of public interest).

By way of derogation from Article 42 of the CCAG-FCS, in the event of termination for reasons of public interest, the contractor is not entitled to termination compensation.

14.7 Disputes

The purchaser and the contractor shall endeavour to settle amicably any dispute relating to the interpretation of the provisions of this public contract or to the performance of the services.

In the event of a dispute, the purchaser and the contractor may refer the matter to the competent advisory committee for amicable settlement or to the Business Mediator for public procurement disputes, in accordance with Articles R.2197-1 to R.2197-24 of the Public Procurement Code.

14.8 Litigation

This public contract is governed by French law.

The competent court for the settlement of disputes is the Administrative Court of Toulouse.

Article 15 – Derogations

Vous trouverez, ci-dessous, la liste des dérogations au CCAG.

Article du CCAP concerné
12.2.1 – Issue and execution of purchase orders
12.8 – Packaging
12.15 – Late penalties
14.6 – Termination