BCF n°2026-0814 / EdA-DA

Procurement of marksmanship training systems, accessories, consumables and related services for the Moldovan Armed Forces

Special Conditions of Contract (SCC)

- Applicable to the entire contract -

Procurement procedure: open tender (OT)

Appendix 1: clause relating to compliance with the General Data Protection Regulation (GDPR)
Appendix 2: technical expectations

LEGAL AND REGULATORY CONTEXT

This contract is drawn up in accordance with the Public Procurement Code.

This procedure is drawn up on the basis of the following texts:

- The Public Procurement Code (PPC);

- The General Administrative Terms and Conditions / Consumable Supplies and Services (GATC-CSS), as amended on 30 March 2021.

The employed procedure is that of an open tender, conducted in accordance with the rules set out in the Public Procurement Code, in particular Articles R2161-2 et seq. of the Public Procurement Code, which is applicable to the contracting authorities referred to in Article L1211-1 of the aforementioned Code.

These texts are available on the "Légifrance" website: http://www.legifrance.gouv.fr.

ARTICLE 1 - GENERAL PROVISIONS

1.1 Presentation of the Economat des Armées

The Economat des Armées (EdA) is a commercial public undertaking operating under the authority of the French Chief of Defence Staff.

Article L3421-1 of the Defence Code stipulates that the EdA's "*purpose is to provide logistical support and to supply services, foodstuffs and various goods to military units in France and abroad, as well as to collective and individual stakeholders authorised by the Minister of Defence*."

The core activities of the EdA include supplying the armed forces with foodstuffs and equipment, collective and individual meal services, the management of self-service outlets and leisure centres, and the provision of outsourced services, in the fields of telecommunications, catering and logistics, both in France and abroad.

Administration, support and operational management are centralised in Pantin, in the offices of the Directorate-General.

1.2 Subject of the contract

The purpose of the contract is the procurement of marksmanship training systems, accessories, consumables and related services for the Moldovan Armed Forces.

Appendix 1 of the Special Conditions of Contract sets out all of the required equipment, as well as the conditions under which the contractor is to carry out the services. The contractor is obliged to fully perform the commitments assumed throughout the effective term of the contract.

The complete service includes packaging, handover at the contractor's premises, installation and the provision of training in Moldova. The stated quantities are estimates and in no way constitute a commitment on the part of the contracting authority.

1.3 Contracting parties

The contract is concluded between:

- firstly, the Economat des Armées (EdA), represented by its Managing Director, hereinafter referred to as the "buyer";

- secondly, the tenderer whose tender has been accepted and whose binding agreement has been approved, hereinafter referred to as the "contractor".

1.4 Form and nature of the contract

The contract is a mixed supply and services contract, awarded without any minimum quantity or value requirements, and with a maximum value of one million two hundred and thirty thousand euros excluding VAT (€1,230,000 excl. VAT) over the total duration of the contract.
The estimated value of the contract is one million one hundred thousand euros excluding VAT (€1,100,000 excl. VAT).

1.5 Contract duration

The contract shall take effect from the date of notification setting out the start date for the performance of the services and shall end upon full and proper performance of the services and payment of the relevant invoice, without prejudice to the guarantee period. The total duration of the contract may under no circumstances exceed twelve (12) months from the date of notification.

1.6 Review clause

In accordance with Article 25 of the GATC-CSS and the provisions set out in the Public Procurement Code, this contract may be reviewed during its implementation, notably in one of the following cases:
- Additional supplies or services which have become necessary during performance and were not included in the initial contract;
- Integration of new services required for the purpose of this contract;
- Adjustment of the duration or costs of the services, due to parameters which could not be foreseen on the contracting date;
- Transfer of the contract to a new contractor as part of a restructuring of the contractor company, under certain conditions;
- Resumption of performance of the contract by a qualified agent of the buyer;
- Non-substantial modifications.

The implementation of the review clause is the subject of a written amendment document and is notified by registered letter with acknowledgment of receipt.

1.7 Modification

Any modification occurring within the company during the term of the contract must be notified to the buyer by registered letter with acknowledgment of receipt.

Without this list being exhaustive, the modification may concern:
- the person with authority to bind the company;
- the form of the company;
- the company name or designation;
- the address;
- the company's capital;
- the bank identifier;
- the number of the bank account to be credited;
- in general, all significant changes to the operation of the company that may affect the smooth running of the contract.

An amendment document may be prepared to take account of the above modifications.

1.8 Supplementary contracts

Pursuant to Article R2122-4 of the Public Procurement Code, the contracting authority reserves the right to award, without prior advertising or competitive tendering, one or more supply contracts for supplemental deliveries to be carried out by the original supplier, intended either for the partial replacement of supplies or installations, or for the extension of existing supplies or installations, when a change of supplier would oblige the buyer to acquire supplies with different technical characteristics, resulting in incompatibility or disproportionate technical difficulties in terms of use and maintenance.

ARTICLE 2 - CONTRACT DOCUMENTS

Notwithstanding Article 4 of the GATC-CSS, the contract is governed by the documents listed below, in descending order of priority:

2.1 Special documents

1/ The binding agreement (BA) and its appendices, duly completed, dated and signed;
2/ These Special Conditions of Contract (SCC) and their appendices;
3/ The contractor's technical proposal;
4/ The purchase orders.

Specific documents are drawn up as a single original copy, are kept in the buyer's records and are the sole authoritative version.

2.2 General documents

The contract is governed by the following general elements (applicable documents in force on the submission date of the contractor's tender):

1/ The General Administrative Terms and Conditions applicable to public contracts for consumable supplies and services (GATC-CSS) in force on the preparation date of the consultation file of the companies.
2/ The legislation and regulations in force relating to the services covered by the contract;
3/ Practices and customs of the profession.

2.3 Completeness of documents

This contract, comprising the contractual documents set out in article 2.2, fully sets out the contractual obligations of the parties.

The contract provisions shall take precedence over those contained in any response documents, letters or other documents exchanged between the buyer and the contractor prior to the signing of the contract.

No general or specific terms and conditions contained in the documents sent by the contractor shall form part of this contract. This applies, without this list being exhaustive, to the terms and conditions set out on invoices, in the catalogue, in commercial offers, etc.

ARTICLE 3 - PERFORMANCE PROVISIONS

The quantities are given only as a guide. They are non-contractual and may be increased or decreased.
Details of the technical expectations are set out in appendix n°1 to this document.
The quantities are confirmed to the contractor at the time of contract notification.

Under NATO's implementing rules, restrictions apply in terms of the supplier's nationality and the origin of the equipment (country of manufacture).

Any company not registered in one of the NATO member states (Albania, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Turkey, United Kingdom, United States) is prohibited, subject to being declared non-compliant.
There are restrictions, or even bans, on the origin of equipment. Countries subject to international sanctions are among the countries of origin to be excluded.
Given the geopolitical context, the list of prohibited sources is not set in stone.

3.1 Placing of orders

A purchase order is drawn up for any request for the performance of a service to meet the buyer's requirements.

The body authorised to place orders is the EdA, with orders primarily being issued by the International and Operations Directorate (DIO).

Purchase orders are sent electronically. No order may be placed orally. They may be issued until the expiry of the contract's validity period.

The purchase orders contain the information necessary for the proper performance of the services, and notably state:
- the contract number;
- the order issue date;
- the number of the EdA purchase order;
- the service code: DIO_INTERNATIONAL;
- the destination and beneficiary;
- the shipping method;
- the description of the products;
- the product codes;
- the ordered quantities;
- the unit prices in euros excl. VAT;
- the total purchase order amount in euros excl. VAT;
- the expected delivery date, in accordance with the contractual deadline;
- the billing address;
- the name and signature of the authorised person.

3.2 Order confirmation

Upon issue of the purchase order, the contractor shall acknowledge receipt and confirm the order within a maximum of twenty-four (24) hours.
This confirmation is essential. It results in an e-mail containing the purchase order's identification details, including:
- order references (date, n°, recipient);
- a description of each supply;
- quantitative data (number of parcels, pallets, weight, volume, etc.);
- order valuation;
- customs codes for all products.

3.3 Delivery times

The contractor is required to comply with the delivery deadline set out in appendix 1 to the binding agreement.
The contractor is asked to pay particular attention to meeting delivery deadlines in order to ensure handover of the equipment to the customer.
If the contractor is unable to make the ordered equipment available on the agreed date, it so informs the buyer within a reasonable period of time.
This information shall not relieve the contractor of its liability or exempt it from the late payment penalties anticipated in Article 6.1 of these SCC.

3.4 Delivery

The Incoterm "FCA Seller's Premises" is used in accordance with the *Incoterms 2020* customs regulations. The contractor is responsible for loading and securing the goods in the means of transport.

No partial deliveries shall be accepted without the prior written consent of the buyer. Any request for a partial delivery must be submitted in writing at least 10 working days before the scheduled delivery date. The EdA shall reply within 5 working days.

The purchase order notably indicates:
- the contractor's contact details;
- the contract reference;
- the order reference;
- the destination and the "end-customer";
- the description of the products;
- the product codes;
- the quantities per product;
- the gross weight of the packaged goods;
- the volume (in m^3 or dimensions of the parcels);
- the number of pallets or parcels;
- the delivery date;

A copy of the delivery note is attached to the invoice sent by the contractor to the buyer; another copy is given to the end-customer upon delivery.
Notwithstanding Article 21 of the GATC-CSS, the signing of the delivery note by the buyer's representative or its customer constitutes a transfer of ownership of the products.

3.5 Installation and training

Under the terms of this contract, the contractor may provide installation and training services at its own expense.
The provisions relating to installation (fitting of the rail system; commissioning; calibration; testing; roll-out) and training (duration; profiles of assigned trainers; number of trainees per trainer; training programme breakdown; documentation provided; certificates) are set out by the contractor in its tender. The cost is set out in appendix 1 of the Binding Agreement (BA); the price of the installation and training package includes travel expenses (transport and associated administrative formalities), accommodation costs, meal costs, any training materials, and all other related costs.
These services are covered by a specific purchase order.

The training programme is only considered complete upon the issue of a training certificate. The EdA representative is responsible for certifying the service provided by any written means that allows the event to be dated and traced. The certificate of service (report of findings) is sent to the contractor no later than fifteen (15) days after issue of the training certificate.

Within a reasonable timeframe, the contractor drafts and provides the EdA with a training report summarising the title of the course, venue, dates, names of the trained employees and of the trainer, as well as a summary and analysis of the feedback forms completed by the trainees.

3.6 Guarantee

The starting point of the guarantee is the handover and acceptance of the equipment (signature of the delivery note).

At the very least, the guarantee must comply with the following principles:

- cover a minimum of twelve (12) months from the installation date;
- require the contractor to repair or replace, at its own expense, the part of the equipment found to be defective, unless the defect is attributable to the final beneficiary. The contractor has full access to the equipment deemed to be faulty in order to determine liability and the nature of the defect. The EdA provides the contractor with all information necessary to analyse the party liable for the

defect;

- cover any possible costs: travel expenses for the contractor's staff if the nature of the equipment requires on-site repair, as well as the costs of preparation, packaging and transport required for any return (or on-site destruction) and replacement of the faulty equipment. During this repair, if the beneficiary suffers any loss as a result of being unable to use the item, the EdA may agree with the contractor on the supply of equivalent replacement equipment;
- specify the average time required for the contractor to replace, repair or restore the equipment;
- may be extended if the contractor has not carried out the required repairs within the time limit granted or agreed between the parties.

Upon acceptance of the repaired equipment, the guarantee period shall be extended by a period equal to the downtime of the equipment in question. This period is calculated from the time when the EdA notifies the contractor of this unavailability until the date of the decision taken following the completion of the post-repair verification procedures.

The contractor is exempt from the guarantee obligation only in the following cases:

- if the deterioration of the equipment is due to either:
  - ✓ careless handling;
  - ✓ failure to monitor or maintain;
  - ✓ faulty assembly;
  - ✓ an action attributable to participants other than the contractor;
  - ✓ use that does not comply with the specifications;
- in the event of unsuitable storage or that does not comply with the supplier's recommendations, or if the equipment has since been repaired or serviced by a participant other than the contractor;
- if the incidents result from events of force majeure;
- in case of an accident, wilful misconduct, use that deviates from the instructions in the operating manual, unauthorised movement, modification, intervention or operation carried out contrary to the instructions in the user and maintenance manuals;
- in case of non-compliant use of equipment as a result of editing or modifying of the relevant documentation by the EdA.

The contractor notifies the EdA in writing of any event falling within the above-mentioned cases, with supporting documentation.
The EdA reserves the right to verify the authenticity of the submitted supporting documents.

All of the above principles apply independently of the statutory guarantee against hidden defects anticipated in the Civil Code.

ARTICLE 4 - VER

IFICATION AND LIABILITY OF THE CONTRACTOR

4.1. <u>Verification upon acceptance</u>

Notwithstanding Article 27 of the GATC-CSS, the purpose of acceptance is to verify that the products comply with the requirements set out in the appendix to these Special Conditions of Contract (SCC).
Verification procedures are carried out during the technical acceptance by one or more persons representing the buyer.
The provisions for presentation/testing of the products are provided to the contractor at a later time. A delivery note is drawn up by the buyer or its representative.

The buyer or its representative carries out systematic checks on the quality of the service.

Acceptance periods may vary depending on the destination. The following are the completed verification procedures:

- administrative verification by the buyer: e.g. conformity of the purchase order / delivery note;
- quantitative and qualitative verification (by the buyer and/or a representative thereof): e.g. conformity of the invoiced quantity and the delivered quantity, quality of the products (barring inherent defects);
- qualitative verification (by the buyer and/or a representative thereof) of the installation and/or maintenance services of the supplies on site.

In the event of non-conformity, a notice of dispute is issued by the buyer's representative within a reasonable period of time.

Pursuant to the terms of Article 28 of the GATC-CSS, the contractor has a period of one (1) month from the date of notification of the rejection decision to remove the non-compliant products. Once this period has elapsed, they are destroyed or removed by the buyer, at the contractor's expense. In the event of destruction, a certificate of destruction is issued and a credit note is requested from the contractor, notably in order to cover these costs.

4.2. Liability of the contractor

The contractor remains liable for the products until their handover and acceptance by the buyer, i.e. until the signing of the delivery note.

The transfer of ownership from the supplier to the buyer or its representative takes effect once both parties have signed the delivery note.

4.3. Acceptance, postponement, reduction and rejection

4.3.1 Acceptance

In accordance with Article 30.1 of the GATC-CSS, the buyer shall accept the supplies, subject to any hidden defects, provided that they comply with the contract terms. Acceptance takes effect on the date on which the contractor is notified of the acceptance decision or, in the absence of such a decision, within fifteen (15) days of delivery.
Acceptance of the supplies and signing of the delivery note result in the transfer of ownership to the buyer. If the supplies are handed over to the buyer after their acceptance, the contractor shall, until the time of their actual handover, fulfil the obligations of custodian.

4.3.2 Postponement

In accordance with Article 30.2 of the GATC-CSS, when the buyer considers that the supplies can only be accepted subject to certain adjustments, it may decide to issue a (reasoned) decision to postpone the supplies. This decision requires the contractor to resubmit to the buyer, within fifteen (15) days, supplies that comply with the provisions of this contract. The contractor must confirm its acceptance within ten (10) days of being notified of the postponement decision. Should the contractor refuse or fail to respond within this period, the buyer shall issue a rejection decision within fifteen (15) days from the date of notification of the contractor's refusal or from the expiry of the aforementioned ten-day period.

Silence on the part of the buyer beyond this fifteen (15)-day period is equivalent to a rejection decision.

Subsequently, further postponement decisions may be taken for as long as the supplies remain non-compliant.

4.3.3 Reduction

Notwithstanding Article 30.3 of the GATC-CSS, when the buyer considers that supplies or services, while not complying fully with the contract terms, may nevertheless be accepted as they are, it may accept them subject to a price reduction proportional to the extent of the defects identified and agreed upon by both parties following consultation. The reduction decision must be substantiated and may only be notified to the contractor once it has been given the opportunity to submit its comments.

If the contractor does not submit any comments within fifteen (15) days of the decision to grant admission subject to a reduction, it shall be deemed to have accepted it. If the contractor submits comments within this period, the buyer then has fifteen (15) days to notify it of a new decision.

In the absence of such notification, the buyer shall be deemed to have accepted the contractor's comments, and the supplies shall be deemed to have been accepted without any reduction.

The price reduction is recorded in writing. The amount of the reduction may not exceed ten per cent (10%) of the total contract amount.

4.3.4 Rejection

In accordance with Article 30.4 of the GATC-CSS, when the buyer considers that the supplies cannot be accepted and do not allow for either a postponement or price reduction, it shall reject them in part or in full. The rejection decision must be justified. It may only be taken after the contractor has been given an opportunity to submit its comments within fifteen (15) days.
In the event of rejection, the contractor is repeat the service specified in the contract. The contractor has a period of thirty (30) days from the date of notification of the rejection decision to remove the rejected supplies. Once this period has elapsed, they may be destroyed or removed by the buyer, at the contractor's expense.

The verification upon receipt covers both quantity and quality.

The buyer, its representative or its customer carries out systematic checks on the quality of the service.

Acceptance periods may vary depending on the destination. The following are the completed verification procedures:
- qualitative verification by the buyer, its representative or end-customer: compliance with purchase orders / delivery notes, inspection of the external condition and number of parcels;
- quantitative verification by the buyer, its representative or end-customer: compliance of the invoiced quantity with the delivered quantity.

The end-customer's qualitative verification is performed upon first use within a maximum of fifteen (15) calendar days from the date of acceptance by the end-customer; the products shall be deemed to have been accepted if no complaint is made within the aforementioned period.
In the event of non-conformity, a dispute report is drawn up.

Pursuant to the terms of Article 28 of the GATC-CSS, the contractor has a period of one (1) month from the date of notification of the rejection decision to remove the non-compliant products. Once this period has elapsed, they are destroyed or removed by the buyer, at the contractor's expense. In the event of destruction, a certificate of destruction is issued and a credit note is requested from the contractor, notably in order to cover these costs.

ARTICLE 5 - PRICES

5.1 Content of the prices

The prices applicable to supplies and services are mentioned in appendix 1 to the binding agreement (BA).

The prices are deemed to include the handover of supplies at the contractor's premises, all taxes and other charges applicable to the services on a mandatory basis, costs relating to packaging, storage, wrapping and insurance, as well as all other expenses necessary for the performance of the services, risk margins and profit margins.

5.2 Form and nature of the prices

The contract prices are quoted in euros (€) excl. VAT, to a maximum of two (2) decimal places (including all charges and conditions). They are fixed, firm and inclusive throughout the term of the contract.

The contractor may under no circumstances rely on any error, omission or inaccuracy in the price quoted in its tender to seek a revision of its price.
Prices are determined while taking into account all of the conditions set out in appendix 1 to these Special Conditions of Contract (SCC).

ARTICLE 6 - PENALTIES

Notwithstanding Article 14 of the GATC-CSS, the penalties set out below shall apply under this contract.
The penalties are cumulative. They are payable regardless of their amount and may not exceed twenty per cent (20%) of the pre-tax amount of the purchase order.

6.1 Late penalty

When the contractual period for delivery of the supplies is exceeded, the contractor incurs, without prior notice, a penalty calculated by applying the following formula:

$$P = (V \times R) / 1500$$

In which:
P: penalty amount; V: value of the supplies and/or services (delivered/performed late) on which the penalty is calculated; R: number of days of delay.

6.2 Penalty for delays in delivering training courses

When the contractual period for carrying out the training is exceeded, the contractor incurs, without prior notice, a penalty calculated by applying the following formula:

$$P = (V \times R) / 150$$

In which:
P: penalty amount; V: value of the supplies and/or services (delivered/performed late) on which the penalty is calculated; R: number of days of delay.

6.3 Penalty for failure to supply ordered items / quantities

If the contractor fails to supply the items and/or quantities requested in the purchase order and has not informed the buyer of this when confirming the order, the contractor shall incur a flat-rate penalty of ten per cent (10%) of the ex-VAT cost of the missing supplies.

6.4 Penalty for non-compliance with the provisions of the contract documents

In the event of non-compliance with the provisions of the contract documents (e.g. packaging of orders, labelling of parcels, etc.), the contractor may be subject to a flat-rate penalty of one hundred euros (€100) excl. VAT for each instance of non-compliance. Failure to comply with an obligation under the contract is recorded by the buyer and notified to the defaulting contractor by registered letter with acknowledgement of receipt.

ARTICLE 7 - INVOICING

In accordance with the provisions of Article L.2192-1 et seq. of the Public Procurement Code, invoices must be submitted electronically via the secure Chorus factures portal (https://chorus-pro.gouv.fr/cpp/utilisateur?execution=e1s1).

To ensure that invoice processing is as straightforward and efficient as possible, the contractor must include the following legal notices and details on each of its invoices:

- name and address of the contractor;
- the contractor's SIRET number;
- its bank account information, as stated in the binding agreement;
- the service code: DIO_INTERNATIONAL;
- the contract references (number and date);
- the EdA's SIRET number (542 085 907 00013);
- the purchase order number and date;
- the invoice number and its preparation date;
- the contact details of the issuer of the purchase order;
- the billing address;
- the details of the delivery note drawn up by the contractor;
- the delivery and invoicing dates;
- the VAT rate and amount, where applicable;
- the total amount in euros excl. VAT, per service line, and incl. VAT, as shown on the invoice;
- the dates and signatures.

If the contractor fails to comply with the above requirements, automatic processing of invoices will not be possible.

As a result, the time taken by the buyer's Finance and Accounting Department to process invoices is extended and payment is delayed.

ARTICLE 8 - PAYMENT TERMS

8.1 Payment periods

The payment periods deadlines comply with the regulations in force governing public contracts: invoices issued by the contractor shall be paid within a period not exceeding thirty (30) days from the date of receipt of the invoice, subject to the buyer's acceptance of the supplies and the conformity of the invoices.

8.2 Payment provisions

The method of payment is the transfer set up by the EdA Finance and Accounting Department (FAD) into the contractor's bank account (indicated in its tender). Any change of bank details must be notified to the buyer by the contractor and formalised by providing details of the bank account (RIB).

8.3 Interest on arrears

If payment is not made within a maximum of thirty (30) days of receipt of the invoice, interest on arrears shall be payable to the contractor.

The rate of interest on arrears shall be equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations, in force on the first day of the half-year of the calendar year in which the interest on arrears began to accrue, plus eight (8) percentage points. Interest on arrears shall accrue from the day following the due date specified in the contract or the expiry of the payment period, up to and including the date of payment of the principal.

Furthermore, if the beneficiary of the services fails to make payment by the due date, it shall be required to pay a fixed compensation fee for recovery costs, set at forty (40) euros.

8.4 Pledge and assignment of receivables

The buyer shall, upon request and free of charge, provide the contractor with the documents required to use the contract as security. Any assignment of receivable must be notified directly to the buyer's accounting officer by the assignee.

8.5 Advances

An advance of up to thirty per cent (30%) of the amount excl. VAT of the purchase order may be granted to the contractor upon express request.
If the advance request is for an amount in excess of two hundred thousand euros excl. VAT (€200,000 excl. VAT), the contractor must provide the EdA with a first-demand refund guarantee from a leading bank or a letter of comfort from its parent company.
The certificate or letter in question must be sent by registered letter with acknowledgment of receipt (RL/AR) to the EdA's offices at the same time as the request for an advance.

ARTICLE 9 - OBLIGATIONS OF THE CONTRACTOR

9.1 Conformity of the services

It is recalled that the services must comply with the terms of the contract (the technical standards and specifications being those in force on the date of submission of tenders).

9.2 Sustainable development, protection of workers and working conditions

The Économat des Armées is committed to a purchasing policy that is more environmentally friendly and focuses on the protection of the workforce and working conditions; to this end, it involves its partners and service providers in this initiative.

In accordance with Article 6 of the GATC-CSS, the obligations incumbent upon the contractor are those laid down by the laws, regulations and collective agreements relating to the protection of workers and working conditions in the country of employment of those workers.

Similarly, in accordance with Article 7 of the GATC-CSS, the contractor shall ensure that its services comply with the applicable laws and regulations relating to the environment, and to the health and safety of persons.

The contractor must be able to demonstrate compliance, both during the performance of the contract and throughout the service guarantee period, upon request by the Contracting Authority.

The contractor proactively conducts a continuous improvement process in terms of environmental protection in the choice of its partners or during its own manufacturing processes, it aims to reduce the use of toxic substances or heavy metals and for the design of all or part of the items listed in its catalogue to integrate criteria of reliability, robustness, ease of maintenance objectively explained in its technical data sheets and commercial documents.

As part of supplier reviews or at the request of the EdA, the contractor shall report on its continuous improvement programme to address environmental issues: work on the product range, and efforts to achieve ISO 45000 certification (or equivalent).

In the absence of an objectively demonstrated environmental commitment, the contractor may be delisted.

9.3 Liability of the contractor

The contractor remains liable for the equipment until the goods have been collected by the buyer. Any clause to the contrary stated on a delivery note, invoice or other document shall be null and void.

9.4 Insurance

The contractor shall hold an insurance policy covering its operational risks and providing cover for its liability towards the buyer and third parties that are victims of accidents or damage caused by the performance of the services.
At the buyer's request, proof of this insurance must be provided. This certificate must specify the type of cover, the nature of the risks and its period of validity. Failure to produce within fifteen (15) calendar days shall result in the contract being terminated at its sole fault, without further notice or compensation.
The insurance must cover the financial consequences of civil liability incurred by the contractor towards third parties and the buyer in the event of an accident and any damage caused during the performance of the contract in question.

ARTICLE 10 - TERMINATION AND PERFORMANCE AT THE EXPENSE AND RISK

10.1 Termination by mutual agreement of the parties

The parties may request to terminate the contract by mutual agreement. In this case, they agree on its end date.

10.2 Termination by the buyer

Notwithstanding Article 38 of the GATC-CSS, the contract may be terminated:
- in the event of a breach of contractual obligations by the contractor;
- in the event of serious misconduct or repeated failure relative to the services;
- in the cases anticipated in Articles 39 to 42 of the GATC-CSS.

Termination occurs after the formal notice procedure set out below: the buyer must first send the contractor a formal notice specifying the proposed penalty.
The contractor has ten (10) working days in which to submit its comments and outline the measures that it intends to take. If the formal notice proves unsuccessful or in the event of a repeat breach by the contractor, the buyer shall terminate the contract. Termination is notified to the contractor by registered letter with acknowledgement of receipt. If no termination date is specified in the decision, a notice period of thirty (30) working days shall apply, commencing on the day following the date of receipt of the letter constituting the decision to terminate the contract.

In case of contract termination, the parties are responsible for the full performance of their contractual commitment.

10.3 Performance at the expense and risk of the contractor

Notwithstanding Article 45 of the GATC-CSS, the buyer may arrange for a third party to perform the services anticipated in the contract, at the expense and risk of the contractor, either in the event of poor performance or non-performance by the latter of a service (total or partial absence of a supply, non-compliant supply, etc.) which, by its nature, cannot be delayed, or in the event of prolonged interruptions, or in the event of contract termination at the fault of the contractor.
The contractor is not allowed to take part, either directly or indirectly, in the performance of the services carried out at its expense and risk. However, it must provide all of the gathered information and resources used in the performance of the initial contract and which may be necessary for the performance of this contract by the third party designated by the buyer.

The increase of expenditures, in relation to the contract prices, resulting from the performance of supply services at the expense and risk of the contractor, shall be borne by the contractor.
Administrative costs shall be invoiced to the defaulting contractor in all cases, i.e. ten per cent (10%) of the amount of the supplies concerned by the performance at the expense and risks, with a minimum amount of one hundred euros (€100).

ARTICLE 11 - DISPUTES AND DISAGREEMENTS

Notwithstanding Article 46 of the GATC-CSS, the contract and all related documents are subject to the provisions of French law.

In the event of a dispute or disagreement arising in connection with the performance of the contract, an amicable settlement shall initially be sought, and the following procedure shall apply:
- the buyer shall send the relevant contractor a letter setting out its comments by registered letter with acknowledgement of receipt, specifying a deadline for compliance with the contract terms. The latter must reply within twenty (20) calendar days;
- or the contractor sends a letter to the buyer by registered letter with acknowledgement of receipt;
- at the same time, the two parties shall work together to find a solution (definition of corrective measures to be implemented by the contractor, etc.).

In the event of repeated disputes with no improvement, the buyer reserves the right to terminate the contract at the fault of the contractor, following the sending of a formal notice by registered letter with acknowledgement of receipt.

In the absence of a prior amicable settlement between the parties, the matter may be referred to the courts. Any disputes shall be governed exclusively by French laws and regulations. The competent court is that of the contracting authority's place of residence, namely the Administrative Court of Montreuil (93), 44 rue Irène et Frédéric Joliot Curie, 93100 MONTREUIL.
Tel: 01 49 20 20 00 - Fax: 01 49 20 20 99
E-mail: greffe.ta-montreuil@juradm.fr - URL: http://montreuil.tribunal-administratif.fr

ARTICLE 12 - CONFIDENTIALITY

In accordance with the provisions of Article 5 of the GATC-CSS, the contractor and the buyer that, in the course of the performance of the contract, become aware of information or are provided with documents or materials of any kind of a confidential nature, are required to take all necessary measures to ensure that such information, documents or items are not disclosed, either directly or indirectly, to a third party that is not entitled to know of them. A party may not request confidentiality for information, documents or evidence which it has itself made public.
Confidential information means any information not made public by EdA or the contractor, of any nature (including methodology, documentation, information or know-how), in any form whatsoever

(including oral, written, magnetic or electronic), on any medium owned or held by the buyer, and which is disclosed to the contractor, or otherwise obtained by the latter in the course of its dealings with the buyer. The contractor and its staff, and, where applicable, its subcontractors, may only use it for the purpose of carrying out the services specified in the contract.

The contractor must inform its subcontractors of the confidentiality obligations and security measures with which they must comply when performing the contract.
It must ensure that its subcontractors comply with these obligations. This confidentiality obligation does not apply to information, documents or materials:

- that were in the public domain at the time of their disclosure or that the buyer would itself have made public during the performance of the contract;
- explicitly or implicitly identified as non-confidential and relating to the services covered by the contract;
- that were provided to the contractor by a third party legally entitled to disclose such information, documents or materials, as evidenced by documents existing prior to their disclosure.

ARTICLE 13 - EXEMPTIONS FROM THE ARTICLES OF THE GATC-CSS

Articles of the SCC	Article of the GATC-CSS
Article 2 “Contract documents”	Article 4 “Contractual documents”
Article 3.4 “Delivery”	Article 21 “Delivery”
Article 4.1 “Verification upon receipt”	Article 27 “Verification procedures”
Article 4.3.3 “Reduction”	Article 30.3 “Reduction”
Article 6 “Penalties”	Article 14 “Penalties”
Article 10.2 “Termination by the buyer”	Article 38 “General principles”
Article 10.3 “Performance at the expense and risk of the contractor”	Article 45 “Performance of the service at the expense and risk of the contractor”
Article 11 “Disputes and disagreements”	Article 46 “Settlement of disputes between the parties”