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SPECIAL ADMINISTRATIVE TERMS AND CONDITIONS

Contracting authority - procuring entity

**CITY OF
ANGOULEME**

Purpose of the consultation

**CREATION OF “COMIC STRIP”-INSPIRED STREET FURNITURE
FOR THE CITY OF ANGOULEME (3 lots)**

Type of contract

VA PUBLIC INDUSTRIAL

CONTRACT NO. 22066 to

22068

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SECTION 1 OBJECT OF THE CONTRACT

1.1 Description of the contract

The provisions of these Special Administrative Terms And Conditions (SATC) relate to a public art commission with an urban design and comic strip theme for the centre of the City of Angoulême. The service consists of providing artistic creations, and monitoring the design, performance and on-site installation of the following:

- approximately 40 items of seating furniture
- approximately 20 primary school signs to secure surroundings
- 1 children's playground.

A description of the supplies and their technical specifications are set out in the Special Technical Specifications (STS).

For the supplies under this contract, the holder will be deemed knowledgeable on all applicable legislative and regulatory provisions. It must necessarily take account of all new published or foreseeable legislative and regulatory provisions with a direct or indirect effect on the performance of such services for the entire term of the contract. It will be required to inform the public entity of any consequences resulting from these changes as from the date of their entry into force.

The holder of the contract will be deemed to have considered all difficulties inherent to the object of said contract and to have conducted any research it considers necessary to provide the service.

1.2 Division in lots

The contract is divided into lots as follows:

- Lot 1: 40 items of seating furniture
- Lot 2: Primary school signage
- Lot 3: 1 children's playground

1.3 Technical components:

Each lot is divided into technical components which must be performed separately:

- Phase no. 1 (competition): Outline drawings
- Phase no. 2: Draft designs
- Phase no. 3: Industrial designs and working drawings
- Phase no. 4: Creation of a model or laboratory prototype
- Phase no. 5: Manufacturing, delivery and installation of furniture

Pursuant to Article 26 of the GATC-MC, the purchaser may decide at the end of each of these phases, at its own initiative or at the request of the holder, to not continue provision of the services.

The decision to cease providing the services will not give rise to any compensation. Ceasing performance of the services will result in the termination of the contract.

1.4 Performance timeframes and deadlines

The contract enters into force as from the date it is notified to the holder and will end on the date on which the furniture warranty period expires.

In support of its tender, each holder will have provided a detailed phase-by-phase schedule for provision of the services. In any case, the work must be inaugurated during the *Festival International de la Bande Dessinée* (International Comic Strip Festival, FIBD) at the end of January 2024.

1.5 Type of contract

This is a simple contract at a fixed price per phase.

1.6 Notices and certificate of transferability

A "notice" is the act of informing the contracting party of the contract by any material or electronic means enabling to determine the date of its reception with certainty.

Notices may be sent by electronic correspondence with acknowledgment of receipt by return of electronic message.

The date of receipt indicated on the acknowledgment of receipt is considered the date of notice.

The purchaser will provide a certificate of transferability or a single original copy of the contract to the holder upon request, pursuant to Article R2191-46 of the French Public Procurement Code.

SECTION 2 GENERAL CONDITIONS

2.1 Contractual documents

The contractual documents are as follows, by descending order of priority:

1. the Tender Document (TD) and its annexes,
2. the Special Administrative Terms And Conditions (SATC),
3. the Special Technical Specifications (STS),
4. the General Administrative Terms and Conditions applicable to manufacturing contracts (GATC-MC), approved by Order of 30 March 2021,
5. the General Technical Specifications (GTS) applicable to civil engineering public procurement contracts, in its version resulting from the Order of 7 October 2021 (NOR: ECOM2026642A), notably fascicle 35 "Landscaping - Sport and outdoor leisure areas" Version 2 - May 2020,
6. the holder's response outline, notably the detailed schedule for provision of the services for each phase,
7. special subcontracting documents and their amendments, dated after notice of the contract,

The general documents (GATC and GTS) are those applicable on the date of submission of tenders and are not appended to the contract; tenderers are deemed to have read such documents.

2.2 General obligations of the parties

During performance of the contract, information may be provided directly to the holder against proof of receipt or by electronic correspondence or media.

The timeframes indicated in the contractual documents are provided in calendar days.

The purchaser means the City of Angoulême represented by its Mayor.

The department in charge of centralising all orders is the Department of Art and Culture.

The holder undertakes to immediately notify the purchaser of any amendments occurring during the contract's performance, affecting itself or any of its subcontractors, and relating to:

- The persons authorised to commit the company,
- The legal form under which it operates professionally,
- Its business or company name,
- Its registered office,
- Ownership of the company's shares,

- The persons or groups that control the company,
- Any consortiums they are members of when such consortiums are involved in the contract's performance,
- And, in general, any significant change to the company's operation.

2.3 Contact person appointed by holder

Pursuant to Article 3.4.3 of the GATC-MC, the professional contact details and references of the person in charge of overseeing and managing the performance of all services on its behalf are specified in the tender document.

Proper performance of the contract implies that the holder assigns all tasks to a single supervisor in charge of representing the holder with respect to the purchaser, at all stages of performance of the services, including in cases of subcontracting.

Said supervisor appointed by the holder is the purchaser's sole contact point for the duration of the contract. If said supervisor is impeded or replaced during the contract, the holder must:

- immediately inform the purchaser and take all necessary measures to ensure continued performance of the services,
- suggest a replacement to the purchaser with at least equivalent qualifications, by providing it with said replacement's name and CV within a period of thirty (30) days as from the date on which the notice referred to in the above paragraph is sent.

If the purchaser does not reject said replacement within thirty (30) days of receipt of the notice referred to in the above paragraph, the replacement suggested by the holder is considered accepted by the purchaser.

If the purchaser rejects the replacement, the holder has a period of thirty (30) days to suggest another replacement.

In case of a delay in the implementation of the provisions set out in this article, the holder will incur the penalties for delay set out in Article 6.2 of these SATC.

Where no replacement is suggested by the holder or where the replacements are rejected by the purchaser, the contract may be terminated under the conditions set out under Article 9.1 of these SATC.

2.4 Intellectual property

Articles 37 to 40 of the GATC-MC shall be applied, with the following clarifications.

Under this contract, the following may be delivered:

- "Results" comprised of the components carried out by the holder under the contract (preliminary studies, prototypes, etc.):
The purchaser may use the results for the duration of copyrights, worldwide, for the use requirements set out in the contract, including to develop such results itself or through a third party. No marketing rights are granted to the purchaser.
The holder may use the results for other clients, with the exception of any confidential components, and register any intellectual property titles and rights.
- "Prior knowledge" comprised of all components created by the holder, the purchaser or third parties, pre-existing or existing in a context outside of this contract:
The holder and the purchaser remain the owners of their respective prior knowledge. The purchaser cannot use prior knowledge separately from the results set out under the contract. The holder cannot use the purchaser's prior knowledge without its explicit consent.

2.5 Confidentiality - security measures

Article 5 of the GATC-MC shall apply.

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

2.6 Workforce protection and working conditions

Article 6 of the GATC-MC shall apply, with the following clarifications.

The holder is responsible for its staff and undertakes to provide the necessary human and logistics means for performance of the services set out in this contract. The holder must take all necessary measures pertaining to order, health and safety so as to avoid accidents affecting both staff and third parties. It is bound by the laws, regulations and international treaties in force relating to workforce protection and working conditions.

The holder must comply with social legislation in force, and notably legislation on the transnational posting of workers. It must make all corresponding declarations and supporting documents available to the purchaser.

In the event of undeclared work, observed in writing by an inspector or by one of the purchaser's agents, the holder must immediately put an end to such a situation and inform the purchaser of any subsequent action taken. Should the holder fail to provide proof of the regularisation of its situation within a period of two months as from the date of the observation, the purchaser may terminate the contract for negligence by the holder, without any compensation and at its cost and risk, under the conditions set out in Article 48 of the GATC-MC.

The holder must inform its subcontractors of the above obligations and is directly responsible for their compliance with any laws and regulations in force relating to workforce protection and working conditions.

All of the holder's active agents, including managerial staff, must always wear a logo specifically identifying their company and wear appropriate attire.

In case of sick leave, the holder undertakes to replace the person on leave and to ensure the performance of any normal or additional services requested by the purchaser.

2.7 Declaration of the proportion of expenditure for acquisition of goods from recycling, reuse or made of recycled material

Pursuant to Article 3 of French Decree no. 2021-254 of 9 March 2021, implementing Act no. 2020-105 of 10 February 2020 (referred to as the "AGEC Act"), every year, the purchaser must declare the proportion of expenditure dedicated to the acquisition of goods from recycling, reuse or made of recycled material on the app provided by the *Observatoire économique de la commande publique* (Economic observatory for public procurement) called "*recensement économique des achats public*" (Economic census of public procurement), or REAP.

The holder must assist the purchaser's departments by filling out the standard table appended to the Order of 3 December 2021 every year before 15 June (NOR: ECOM2134899A,

https://www.economie.gouv.fr/files/files/directions_services/daj/marches_publics/oecp/recensement/Tableau_suivi_depenses_2021_AGEC_mars2022.xls) and sending it by email to the central department indicated in Article 2.2 of these SATC.

In case of delayed provision of these documents, the holder may incur the penalty referred to under Article 6.2 of the SATC.

2.8 Environmental protection

Articles 7 to 17.2 of the GATC-MC shall apply, with the following clarifications.

In support of its tender, each holder has specified its commitments as regards the environment for performance of the contract, i.e.:

- measures promoting recycling, reuse, repackaging and the inclusion of recycled materials and recycling [SEE FRENCH DECREE NO. 2021-254],
- reduction of resource extraction,
- product composition and notably their eco-friendly, pollutant or toxic nature,
- use of bio-based and/or geo-based materials ([SEE CONSTRUCTION MATERIALS GUIDE] and/or those in line with goals to combat imported deforestation,
- use of eco-labelled materials or equipment [SEE ECOLABELS],
- preventing of waste production and the processing of such waste through waste recovery chains,
- environmental practices applied to the terms for performance of the services and notably policies to reduce greenhouse gas emissions and improve air quality,
- reduction of impacts on biodiversity,
- stakeholders' awareness of environmental issues pertaining to the performance of the contract.

The holder is responsible for ensuring its subcontractors comply with the environmental obligations set out in the contract.

In case of non-compliance with the obligations set out in this article, the holder will incur a penalty equal to the amount set out under ARTICLE 6 of the SATC.

2.9 Insurance

The holder must take out all insurance policies covering its liability in respect of the contracting authority and third parties who may fall victim to accidents or loss caused by the performance of the services.

Within fifteen days of notice of award of the contract, and before commencing performance thereof, the holder must demonstrate that it holds such insurance policies by providing a certificate that details the scope of its cover.

At any time during performance of the services, the holder must be able to produce said certificate, at the Contracting Authority's request and within a period of fifteen days as from receipt of the request.

2.10 Fiscal and social compliance checks

In application of Articles D.8222-5, D.8222-7 and D.8222-8 of the French Labour Code, the holder of the contract must provide the following upon conclusion of the contract and every six months until full performance of the contract:

- A certificate demonstrating the submission of social contribution declarations and the payment of social security contributions issued by the social welfare organisation in charge of collecting contributions, no more than six months old.
- When registration with the trade and companies register or with the trade register is mandatory, or when the profession is regulated, one of the following documents:
 - An extract of the registration with the trade and companies register (K or Kbis extract),
 - An ID card demonstrating registration with the trade register,
 - A quote, advertising document or professional correspondence, provided that such documents include the name or corporate name, full address and registration number on the trade and companies register or on the trade register, or on a professional list or table, or the reference of the authorisation issued by a competent authority,

- A receipt for submission of a declaration to a business formalities centre (*centre de formalités des entreprises*) for individuals in the process of registering.

The documents must be drafted in French or accompanied by a French translation. The purchaser must check the authenticity of any supporting documents with the relevant entities.

The documents and certificates listed above must necessarily be submitted by the holder via the online platform made available by the purchaser, free of charge, at the following address: <https://declarants.e-attestations.com/EAttestationsFO/fo/E-Attestations.html>

In case of non-compliance with this obligation, the holder may incur the penalties set out in Article 6.2 of the SATC.

In case of repeated breach, the contract may be terminated under the conditions set out in Article 9.1 of these SATC.

2.11 Appointment of subcontractors mid-contract

Acceptance of a subcontractor and approval of the payment terms in the subcontracting agreement are formalised in a special document signed by the purchaser, the holder and the subcontractor that is a signatory to the subcontracting agreement; when said entrepreneur is a co-contractor, said special document must be co-signed by the representative of the group of entrepreneurs.

Acceptance of a subcontractor and approval of the payment terms in the subcontracting agreement is considered to take effect on the date of notice of the subcontracting agreement.

By way of derogation from Article 3.6.2 of the GATC-MC, the contracting authority will only send notice of the special subcontracting document to the holder (or representative in the case of a consortium) of the contract.

Under no circumstances may the subcontractor be involved in the performance of the services set out under this contract prior to the date of notice of the special document. Failing production of this document within the allocated timeframe, the holder may incur a penalty in accordance with these SATC.

The holder must provide one annex to the tender document (Form DC4 - <http://www.economie.gouv.fr/daj/formulaires-marches-publics> - or free form) per subcontractor, which must include the following information:

- the nature of the services to be subcontracted,
- the name, company or business name and address of the proposed subcontractor,
- the amounts of any sums payable directly to the subcontractor,
- the payment terms set out in the draft subcontracting agreement and, where applicable, terms for price variation,
- the account to be credited for direct payment,
- the documents demonstrating the subcontractor's technical, professional and financial abilities (sworn statements or form DC1, applicant's statement or form DC2, etc.),
- Forms 3666 1-2-3 and a certificate demonstrating the submission of social contribution declarations and the payment of social security contributions issued by the social welfare organisation in charge of collecting contributions, no more than six months old.

Please note that certificates issued by the social welfare organisation in charge of collecting contributions must be provided by the subcontractor every six months as from the date of notice of the special document. The certificates listed above must necessarily be submitted by the holder via the online platform made available by the

purchaser, free of charge, at the following address: <https://declarants.e-attestations.com/EAttestationsFO/fo/E-Attestations.html>

When the value of subcontracted services appears abnormally low, the purchaser will require that the holder provides more details and explanations regarding the value of these services.

If, after checking the explanations provided by the holder, the purchaser establishes that the value of subcontracted services is abnormally low, the proposed subcontractor will not be accepted.

The contract holder must provide the purchaser with the subcontracting agreement at the latter's request.

Failure to produce said agreement within the allocated timeframe exposes the holder to a penalty in accordance with Article 6.2 of these SATC.

2.12 Terms for direct payment of subcontractors

Article R2393-33 of the French Public Procurement Code shall apply.

SECTION 3 SPECIAL CONDITIONS OF PERFORMANCE

3.1 Work order

The purchaser may send the holder work orders.

When the holder considers that the instructions set out in a work order sent to it require that it respond with observations, the holder must notify the signatory of the work order in question within a period of fifteen days as from receipt of the work order, under penalty of lapse of rights.

The holder must comply with the work orders sent to it, whether it has responded with observations or not.

3.2 Delivery and installation

Deliveries are made inclusive of shipping and packing to the various sites specified in the contract. The equipment, documents, initial licences, and changes to equipment provided are delivered on the purchaser's behalf.

3.2.1 Packaging

The service provider must ensure that packaging is suitable for the transport of the supplies in question (polystyrene, suitable box, etc.).

The supplier is responsible for packing the equipment.

In terms of packing the supplies, the holder is encouraged to use recyclable materials or materials with an ecolabel demonstrating eco-friendliness.

In any case, the holder must recover its packaging after delivery.

3.2.2 Transport

The holder is responsible for the method of transport used for the products under the conditions set out in Article 29.3 of the GATC-MC.

Risks pertaining to transport to the place of destination and packing, packaging, loading and securing operations are borne by the holder.

To make the delivery, the service provider is encouraged to use vehicles that run on clean energy.

3.2.3 Delivery and installation

Delivery locations and dates (or timeframes) are to be indicated in the specific contractual documents.

These are of an objectively binding nature. Any delay in the performance of the services attributable to the holder will result in penalties under the conditions set out in Article 6.2 of these SATC.

In the event of refusal to grant the purchaser's request, the latter reserves the right to turn to another service provider. However, where such results in a detrimental price difference, said price difference will be borne by the holder.

The holder is required to assist the purchaser's departments in order to ensure compliance with timeframes and with the material conditions under which supplies are delivered.

Deliveries must be made to any of the purchaser's sites for which an address is specified in the contract.

Any delivery misplaced due to non-compliance with the place of delivery will be borne by the holder of the contract and cannot be charged to the purchaser.

Installations will be carried out by the holder, in agreement with the purchaser's teams, within the premises and areas where the equipment is to be used.

3.2.4 Documents to provide

For each delivery, the holder must provide a delivery note specifying:

- the name of the consignor,
- the order number,
- the delivery address,
- the delivery date,
- the name and reference number of the products,
- the quantities delivered,
- any missing articles to be delivered.

The set of delivery note copies, signed by the head of the establishment or an authorised representative of the purchaser present, must be forwarded to the central department prior to billing when the latter is not represented upon delivery.

3.2.5 Installation

Pursuant to Article 28.1 of the GATC-MC, the holder is required to:

- provide the purchaser with a complete file containing the plans and schedules for installation, before commencing installation,
- draw the contracting authority's attention to the characteristics of the works and equipment provided which could prevent proper installation of the equipment as soon as it becomes aware of such characteristics.

Installation will only be considered complete after removal of the equipment and tools having been used for assembly and after the buildings and equipment accommodating the installation have been returned to their original condition.

3.2.6 Guarantee

Article 36 of the GATC-MC shall apply.

3.3 Supervision of performance of the services

The purchaser reserves the right to implement surveillance over the performance of the services, using its own staff, under the conditions set out in Article 22 of the GATC-MC.

3.4 Additional and amending services

Article 23 of the GATC-MC shall apply.

3.5 Maintaining the condition of production means

Pursuant to Article 31 of the GATC-MC, the holder is required to maintain all or part of the production means used for performance of the contract for a minimum period of one year as from the date of completion of the services. The following provisions apply:

- a) At any time, the contracting authority may reduce this period for all or part of the means in question, subject to notice,
- b) The holder cannot use such means to provide any other services without the contracting authority's authorisation.

At the end of this period, the holder shall recover free use of any goods it owns. Where such goods are transferred, the contracting authority has a preferential right at an equivalent price.

3.6 Language

Use of the French language is compulsory in the strict context of communication between the parties, including, but not limited to, work meetings, training, maintenance, configuration, progress reports, analysis reports, letters and technical documents.

3.7 Specific responsibilities and obligations

In the context of this contract, the holder is expressly subject to a performance obligation and undertakes to provide the services incumbent upon it in accordance with the best quality standards in force in its profession, with best industry practice and in accordance with the provisions set out in the special contractual documents.

The holder is responsible for acquiring and using any supplies it requires to perform the contract. It must give itself the means to fulfil its contractual obligations without incurring any price surcharges for the purchaser.

SECTION 4 ACKNOWLEDGMENT OF PERFORMANCE OF THE SERVICES

4.1 Definition of and compliance with performance deadlines

The deadlines and timeframes specified in the contractual documents are firm and final and must be complied with by the holder, any of its subcontractors and partners involved in the project.

In case of extension to the performance deadline, Article 14 of the GATC-MC shall apply.

If the services are not performed by the holder on the deadlines and within the timeframes specified in the contractual documents and if, for this reason, they cannot be approved by the purchaser on the planned dates, the holder may incur the penalties set out in these SATC and will be required to unconditionally accept new dates chosen and set by the purchaser.

In any case, in the event the purchaser is forced to apply penalties, the holder will be bound by the dates and contractual timeframes specified in the contract.

4.2 Quantitative and qualitative checks

The purpose of quantitative checks is to verify compliance between the quality delivered or the service provided and the quantity specified in the contract. These checks are carried out in accordance with Article 32 of the GATC-MC.

The purpose of acceptance is to verify compliance with the proper performance of all services.

Acceptance of the services necessarily entails a quantitative and qualitative verification process resulting in successive reports and certificates of approval, to the exclusion of all other tacit acceptance processes.

The holder and the purchaser may make all observations and reservations they deem necessary in the annexes to each report.

For supplies, full acceptance results in the transfer of ownership and triggers the warranty period.

4.3 Approval, postponement, reduction and rejection

Article 34 of the GATC-MC shall apply, with the following clarifications.

By way of derogation from Article 33.1 of the GATC-MC, the purchaser shall have thirty (30) days to notify the holder of its decision. Silence on the purchaser's part after this period will be considered approval.

SECTION 5 PRICE AND SETTLEMENT OF ACCOUNTS

5.1 Type of price

The prices are understood to include all fiscal or other charges which necessarily apply to the services, costs relating to packing, storage, packaging, insurance or transport costs to the delivery address and any other expenses which need to be incurred for the performance of the services, margins for risk and profit margins.

Handling and transport costs arising from the postponement or rejection of the services are borne by the holder.

The services under this contract are paid according to the fixed prices per phase specified in the tender document.

The contractual prices are:

- For phases no.1 to 4, final and adjustable under the conditions set out below,
- For phase no. 5, provisional: the terms for setting the final price are set out below. At the end, the price for phase 5 is definite and final.

5.2 Terms for setting the final fixed amount (Phase no. 5)

In its offer, the holder will propose a provisional fixed price for the manufacturing, delivery and installation of the furniture. A 5% tolerance rate is applied to this provisional price.

With the progress of studies, the holder will be able to ensure that the project is in line with its commitments in terms of payment for the manufacturing, delivery and installation of the furniture.

Wherever it finds that the project it has designed does not comply with this tolerance rate, the holder must restart its studies, free of charge, where requested by the purchaser.

In phase 2 "Draft designs", the holder will submit a final cost for the furniture in its lot to the purchaser for approval.

In the event of agreement between the parties, the setting of the final fixed amount for payment will result in an amendment to the contract under the conditions set out in Article R2194-1 of the French Public Procurement Code.

The resulting fixed amount is definite, final and may be updated under the following conditions. This amount may only be updated if three full months, date to date, have elapsed between the date on which the holder set its price, i.e., the date on which the amendment setting the final fixed amount is signed (M_0), and the date on which performance of the phase 5 services commenced.

Updating may only occur once and will only affect the price for phase 5.

Determining month M_0

The price for phase 5 is deemed established based on the economic conditions of the month in which the amendment setting the final fixed amount is signed. This month is referred to as "month zero" (M_0).

Choosing a reference index

The reference index chosen for its structure in the updating of the price of phase 5 services is the French industry production price index for the French market - CPF 31.09 - Other furnishings - Market price - 2015 database - Gross monthly data, published by INSEE under identified no. 010534741 (<https://www.insee.fr/fr/statistiques/serie/010534741>).

Application of the updating formula

The updated price is calculated using the following formula:

$$P = P_0 \times \frac{(I - 3 \text{ months})}{I_0}$$

Where:

P = updated price

P_0 = final fixed price for payment of phase 5 on the date the amendment is signed (M_0)

I – 3 months = value of the index three months before the month in which performance of the services contractually commenced.

I_0 = value of the index in month M_0 corresponding to the date on which the amendment setting the final fixed price for phase 5 is signed.

5.3 Terms for adjustment

Determining month M_0

The prices for phases 1 to 4 of this contract are deemed established based on the economic conditions of the month in which the initial price is set, corresponding to the month on which the bid is signed by the tenderer, referred to as Month 0 (M_0).

Adjustment formula

$$P = P_0 \times [0.15 + 0.85 \times \frac{I}{I_0}]$$

where:

P = Revised price

P_0 = Prices indicated in the tender document established based on the economic conditions of the month M_0

I = SYNTEC index published by le Moniteur (<https://services.lemoniteur.fr/indices-index>).

The denominator is the value of the index corresponding to the parameters of month zero and the numerator is the last known value of the same index for the month of adjustment.

5.4 Special terms

The adjustment coefficient is rounded up to the next thousandth.

When an adjustment has been made on a provisional basis using an index preceding that which should be applied, no adjustment will be made prior to the final adjustment, which will be applied to the first payment following the publication of the corresponding index.

5.5 Advance payment

Pursuant to Article R2191-3 of the French Public Procurement Code, where the value of the contract exceeds €50,000 Ex. Tax., and if the deadline for performance exceeds two months, an advance payment of 5% of the amount is granted to the holder (unless otherwise specified in the tender document) under the conditions set out in the same article.

This advance payment is adjusted to 10% when the holder or subcontractor is a small or medium-sized enterprise pursuant to Article R2191-7 of the French Public Procurement Code.

However, payment of this advance may only be made after a first-demand guarantee has been issued.

Repayment of this advance will occur in accordance with Articles R2191-11 and 12 of the French Public Procurement Code.

5.6 Holdback

No holdbacks are provided for under this contract.

5.7 Billing - address

Once the service has been approved under the conditions set out above, the holder must send the contracting authority all invoices specifying the amounts it is requesting for performance of the contract.

The purchaser accepts electronic invoices (including for subcontractors) when the authenticity of their origin, the integrity of their content and the legibility of the invoice are ensured from the moment they are sent to the end of their storage period.

To this end, electronic invoices must be issued in one of the two formats provides for by Article 289, paragraph VII, subparagraphs 1) and 2) of the French General Tax Code, the technical conditions of which are set out in French Decree no. 2013-350 of 25 April 2013.

Invoices for payment will be issued in one original and two copies, bearing the details required by law and the following information:

- the creditor's name (or company name) and address,
- the name of the debtor authority,
- its bank account or postal number as specified in the tender document,
- the reference and title of the contract specified in the tender document,
- the delivery date for deliverables or supplies,
- the fixed price,
- the total ex.-tax. amount for services provided or products delivered,
- the amount and rate of any legally applicable value added tax (VAT) or, where applicable, an indication of exemption,
- the rate and amount of any other applicable tax,

- the total amount inc. tax. of services provided or products delivered.

Note: any invoices not including all of the above information will be systematically rejected.

Billing address:

Ville d'Angoulême Pôle Ressources - Finances / Budget, 1 place de l'Hôtel de Ville - CS 42216
16022 ANGOULEME CEDEX

5.8 Details on electronic invoicing

A free and secure IT solution, *Chorus Portail Pro* (CPP2017)¹, is provided to service providers and suppliers for the transmission of their invoices in electronic format.

Since 1 January 2020, use of this portal is mandatory for all invoices sent to a public entity.

To this end, electronic invoices sent to the purchaser must include the following information (see CHORUS annex);

- The SIRET (company identification) number, which identifies the purchaser as the recipient of the invoice, specified in the tender document,
- The department code which differentiates between various departments within a single structure (a list of the purchaser's department codes will be provided to services providers and suppliers),
- The commitment number that can be found on the commitment form or purchase order.

For more information, please see the Communauté Chorus Pro² website dedicated to preparing electronic invoices. The purchaser's financial departments are also at service providers' and suppliers' disposal to answer any questions on implementing electronic invoicing.

5.9 Money order

The payment method is by bank transfer after issuance of a money order by the authorising officer.

The maximum period for payment is 30 days from receipt of the holder's request by the purchaser.

In the event of requests for advance payment, the payment period will only start as from receipt of the document demonstrating issuance of a guarantee.

5.10 Payment terms

Prior to any payment, the holder (alone authorised to issue invoices) must comply with the approval formalities set out in the SATC. These approval formalities are set out in SECTION 4 of these SATC and are triggers for payment.

Any start in performance shall give rise to the payment of a deposit limited to the following amounts:

- Up to 70% on the date of provision of the deliverables or products specified under the contract,
- The balance on the date final acceptance of the deliverables or products specified under the contract.

¹The Chorus Portail PRO 2017 app will be accessible from mid-2016 at the following address: <https://chorus-pro.gouv.fr>
²<https://communaute-chorus-pro.finances.gouv.fr/>

SECTION 6 PENALTIES

6.1 Terms for application of penalties

The holder agrees to comply with the deadlines set out in the contractual documents and in any work orders issued by the purchaser under the agreement.

Penalties are calculated whenever the contractual dates and deadlines are exceeded by the sole actions of the contract service providers, whether such service providers are holders or subcontractors.

Penalties for delay are calculated as from the calendar day after that on which the event justifying application of the penalty occurred.

Penalties are applied for each breach duly observed by the purchaser. They are cumulative.

Penalties the holder may be liable for are deducted by the public accountant from any amounts owed.

No deadline may be neutralised for reasons of paid leave. Penalties for delay are not subject to VAT.

By way of derogation from Article 15.3 of the GATC-MC, under no circumstances may penalties be capped or exonerated from.

6.2 Penalties for delay

By way of derogation from Article 15.1 of the GATC-MC, in the event of non-compliance by the holder with the contractual obligations arising from the provisions of this contract, the latter may incur, without any prior notice, the fixed amount penalties set out below:

Reference	Reason	Fixed amount net of tax	Application method
SATC 2.3	Delay relating to information or a change in appointed contact person for the management of services	€1,000	Per calendar day
SATC 2.11	Delay in declaring a subcontractor or providing a subcontracting agreement	€100	Per calendar day
SATC 4.1	Delay in the provision of services or the delivery of products	€80	Per calendar day

SATC 2.7	Delay in declaring the proportion of expenditure for acquisition of goods from recycling, reuse or made of recycled material	€75	Per calendar day
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SECTION 7 REVIEW CLAUSE

The contract may be amended during the course of performance when such amendments, regardless of their value, are not substantial.

An amendment is considered substantial when it changes the overall nature of the public procurement contract or when at least one of the following conditions is met:

- It introduces conditions which, had they been included during the initial tendering process, would have attracted more economic operators or permitted more economic operators to tender or enabled the selection of a different tender,
- It changes the economic balance of the public procurement contract in favour of the holder in a manner that was not provided for in the initial public contract,
- It considerably changes the object of the public contract,
- It aims to replace the initial holder by a new holder outside of the cases provided for above.

Conversely, when the value of the amendment is under the European thresholds published in the Official Journal of the French Republic and lower than 10% of the value of the initial contract for public service and supply contracts, such an amendment is not considered substantial and there is no need to verify whether the conditions set out above are met.

Amendments may relate to:

7.1 The transfer of the contract

This contract was entered into by each of the parties taking into account the identity of the other party and cannot under any circumstances be transferred by the holder in full or in part, free of charge or against consideration, without the purchaser's prior written agreement (CE, opinion no. 364803, 8 November 2000).

Where such is the case, the holder must notify the purchaser three months in advance by registered letter with acknowledgment of receipt, and the new holder must have first committed to complying with the initial conditions of the contract and provided all documents relating to its financial, technical and professional guarantees (Kbis, sworn statement, human and material resources, professional certificates, references, fiscal and social certificates, etc.).

Transfers are made by amendment to the initial contract, after examination of the professional and financial guarantees provided by the transferee in order to ensure proper performance of the contract.

7.2 Additional deliveries or services

Where additional services, regardless of their value, become necessary and had not been provided for in the initial procurement contract, these may be amended on the dual condition that a change in holder:

- Is not possible for economic or technical reasons relating to interchangeability or interoperability requirements as regards existing equipment, services or facilities purchased under the initial procurement contract,
- Would pose a major inconvenience or would substantially increase the costs for the purchaser.

7.3 Unforeseen circumstances

When circumstances that a diligent purchaser could not foresee occur during the course of performance of the contract, any necessary changes may be made by amendment.

7.4 Other situations

Subject to the limits set out at the top of this section, changes may be made by amendment in the following cases:

- Rectification of a material error in the redaction of a specific contractual document,
- Additions or changes to unit prices or product references,
- Addition or removal of new sites or new technical facilities,
- Extension of performance timeframes,
- Continuation of performance or extension of the contractual term,
- Increase in raw materials,
- Increase in transport costs,
- Change to or substitution of an updating or price adjustment index where the initial index ceases to exist. In this case, the following principles must be applied:
 - There is no need for an amendment to extend a former series with a corresponding (new) series and a link coefficient published by Insee when there is only one corresponding series: informing the accounting officer is sufficient.
 - However, when several corresponding series are proposed, the choice of corresponding series must be included in an amendment unless, due to the object of the contract, the new index is evident and the name of the index (notably the reference number) is not substantially changed.
 - If the object of the contract requires the use of more than one index in the new series compared to the former series, an amendment is also required.

SECTION 8 SIMILAR SERVICE CONTRACTS

Pursuant to Article R2122-7 of the French Public Procurement Code, for the provision of services similar to those entrusted to the holder under this contract entered into following a tendering process, the purchaser may resort to a negotiated procedure without prior publicity or competition.

The period during which new service contracts may be entered into cannot exceed three years as from notice of award of this contract.

SECTION 9 DISAGREEMENTS, DISPUTES AND TERMINATION

9.1 Termination

If the holder refuses to fulfil one or all its contractual obligations, the contract may be terminated for breach by the holder pursuant to Articles 41 to 45 of the GATC-MC, with performance of the services at its cost and risk under the conditions set out in Article 48 of the GATC-MC.

Similarly, pursuant to Article L2141-12 of the French Public Procurement Code, when the holder becomes subject, during the course of performance of the contract, to one of the compulsory or optional bans from bidding set out in Articles L. 2141-1 to L. 2141-11 of said code, resulting in its exclusion, the purchaser may terminate the contract on these grounds. The operator must immediately inform the purchaser of such a change in circumstances. The subsequent termination will occur without compensation for the holder in question.

In the event of termination of the contract by the purchaser on general interest grounds, the holder is entitled to a fixed compensation amount calculated by applying a percentage of 5% to the sum of the initial ex.-tax. amount minus the ex.-tax. non-revised amount for services accepted.

Furthermore, the holder is entitled to compensation for any costs and investments incurred for the contract which were strictly necessary for the performance thereof, and which were not included in the amounts of any services paid. It is responsible for producing all supporting documents for the calculation of this portion of the compensation within a period of fifteen days of notice of termination.

9.2 Disagreements and disputes

For disagreements and disputes, Chapter 8 of the GATC-MC shall apply.

SECTION 10 DEROGATIONS TO THE GATC FOR SUPPLIES AND SERVICES

- derogation from Article 3.6.2 of the GATC-MC by Article 2.11 (notice of subcontracting agreements)
- derogation from Article 4.1 of the GATC-MC by Article 2.1 of the SATC (order of priority of contractual documents)
- derogation from Article 15.1 of the GATC-MC by Article 6.2 of the SATC (penalties)
- derogation from Article 15.3 of the GATC-MC by Article 6.1 of the SATC (penalties)
- derogation from Article 33.1 of the GATC-MC by Article 4.3 of the SATC (approval, postponement, reduction or rejection)



CHORUS ANNEX

CITY OF ANGOULEME

Information for suppliers subject to electronic invoicing via the Chorus Pro internet portal as of 1 January 2017

Information to be included on invoices by suppliers having received purchase orders for structures dependent on the City of Angoulême:

1. SIRET (business identification) no. (mandatory) For the City of Angoulême

Main budget - Head office	211 600 150	00 01 8
Subsidiary budget - GESTA (off-street parking facilities)	211 600 150	00 67 9

For the CCAS d'Angoulême

Main budget - Head office	261 600	000 118 10
Subsidiary budget – Foyer Résidence Moulin des Dames	261 600	000 118 69
Subsidiary budget – Centre d'Hébergement et de Réinsertion Sociale (CHRS)	261 600	000 118 77

2. Department code (mandatory)

For all 5 structures, the department code "Factures_BCD" must necessarily be specified on the invoice.

3. Commitment number (mandatory)

For all 5 structures, the commitment number must necessarily be specified on the invoice. This means indicating a section of the number on the purchase order. For example, for a purchase order with the number 01-VS160939, the commitment number to be specified by the enterprise on the invoice is: VS160939.

For further information you may contact the City of Angoulême's Finance Department on 05 45 38 71 40, or by email to finances@mairie-angouleme.fr

Reminder of the Chorus Pro portal website: <https://chorus-pro.gouv.fr>