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Common public procurement department  
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## VA PUBLIC CONTRACT No.22068

### TENDER DOCUMENT

**CREATION OF “COMICS”-INSPIRED STREET FURNITURE FOR THE CITY OF ANGOULEME**

**LOT N° 3 : 1 CHILDREN'S PLAYGROUND**

#### **City of Angouleme**

Person authorised to provide the information set out under Article R2191-60 of the French Code of Public Procurement **Mayor of the City of ANGOULEME**

#### **THE PURCHASER**

**City of ANGOULEME**, represented by its Mayor, authorised to enter into this contract by city council deliberation no. 17 of 04 June 2020 and by Mayoral order no. 2021-512 of 29 September 2021, completed by order no. 2021-723 of 22 December 2021 delegating capacity and signature to Mr. YOU, 3rd assistant deputy for economic transition and civic commitment

Public accounting officer assigned to payment:  
**City Treasurer**, 1 rue de la Combe, 16800 Soyaux

#### **Box reserved for the administration**

**Month 0 = month final offer is signed by the candidate**

**Type of contract: Overall fixed-price contract**

**Procedure: Restricted call for tenders**

**Main budget item:**

**Intra-community VAT no.:** FR 64 211 600 150 00018

**Main nomenclature: 85.01**

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**ARTICLE 1 - CONTRACTING PARTY(S)**

*Fill in section as applicable*

**SINGLE CONTRACTOR**

I, the undersigned single contractor

Surname, first name: .....

Capacity:.....

Company:.....

Company website:.....

Legal form: .....

Registered address (full address).....

**Address of establishment in charge of the service:.....**

**Person in charge of the bid:**

**Landline or mobile number:**.....

**Fax number:**.....

**Email address:**.....

Registered with INSEE: .....

SIREN number: .....

SIRET (business identification) number of the registered office: .....

SIRET (business identification) number of the establishment providing the service  
.....

Main economic activity code (APE code): .....

Registered with the Trade register of the (place) Court Registry.....  
under no. ....

Registered with the trades directory of the (place) Chamber of Trades.....  
under no. ....

**JOINT VENTURERS (in case of a consortium)**

We, the undersigned joint venturers, hereby committing the natural or legal persons listed below, a joint venture with a jointly-liable representative, and referred to in the contract as the "provider"

**Joint venturer 1**

|  |
|--|
| Surname, first name: .....   |
| Capacity:.....   |
| Company:.....  |
| Company website:.....  |
| Legal form:  |
| Registered address (full address).....   |
| <b>Address of establishment in charge of the service:.....</b>                             |
| <b><u>Person in charge of the bid:</u></b>   |
| <b>Landline or mobile number:</b> .....  |
| <b>Fax number:</b>   |
| <b>Email address:</b> .....  |
| Registered with INSEE:   |
| SIREN number:  |
| SIRET (business identification) number of the registered office: .....                     |
| SIRET (business identification) number of the establishment providing the service<br>..... |
| Main economic activity code (APE code):  |
| Registered with the Trade register of the (place) Court Registry.....<br>under no.         |
| Registered with the trades directory of the (place) Chamber of Trades.....<br>under no.    |

**Joint venturer 2**

Surname, first name: .....

Capacity:.....

Company:.....

Company website:.....

Legal form:

Registered address (full address).....

**Address of establishment in charge of the service:.....**

**Person in charge of the bid:**

**Landline or mobile number:** .....

**Fax number:** .....

**Email address:**.....

Registered with INSEE:

SIREN number:

SIRET (business identification) number of the registered office: .....

SIRET (business identification) number of the establishment providing the service  
.....

Main economic activity code (APE code):

Registered with the Trade register of the (place) Court Registry.....  
under no.

Registered with the trades directory of the (place) Chamber of Trades.....  
under no.

**M .....** is the jointly-liable representative of the joint venture.  
**As such, this tender document is validly signed by the representative duly appointed for this purpose (the powers of the joint venturers authorising the representative to sign the tender must be appended).**

**Commitments**

after having read the Special Administrative Terms And Conditions (SATC) and the documents referred to therein

**I commit (we commit) without reservation, in accordance with the stipulations set out in the documents referred to above, to perform the services under the following special conditions, which constitute the tender.**

This tender is valid for 5 months as from the deadline for submission of tenders.

It is specified that signature of the tender document by the candidate implies acceptance of the content of all contractual tender documents.

Candidates are not to make any additions or changes to the STTC or SATC.

Nonetheless, where they find the wording of the STTC or SATC ambiguous or unusual, the candidate must inform the contracting authority in writing.

## **ARTICLE 2 - PERSON(S) ASSIGNED TO THE TASK**

The natural person in charge of the task is:

His/her associates are:

The natural person in charge of the task will be the contracting authority's preferred contact person for each meeting.

If a person assigned to the task is replaced, the purchaser must first grant its consent.

The holder must have the services carried out only by the person(s) named above and whose CV has been provided in the tender. Pursuant to Article 3.4.3 of the GATC-IS, replacement of one of such persons by another person must necessarily be approved by the purchaser. Failing such, the holder may be subject to penalties.

## **ARTICLE 3 - TENDER**

**In case of a consortium, annex 1 "breakdown of payment" must be filled in.**

It is specified that the price includes:

- any necessary travel,
- payment of artists,
- the services or expertise implemented by the artists to conduct their studies, and any related taxes,
- the creation, production, transport and installation of the furniture,
- the assignment of copyrights,
- fees relating to packing, packaging, handling, insurance, storage, transport, accommodation and meals, as well as all other expenses which must be incurred for the performance of the services.

|                     | <b>Total € EX-TAX</b> | <b>VAT € 20%</b> | <b>Total € INCL.TAX</b> |
|---------------------|-----------------------|------------------|-------------------------|
| <b>Total amount</b> |                       |                  |                         |

Amount Incl. Tax in words:

## **ARTICLE 4 - DEADLINES**

Deadlines are fixed in calendar days.

Deadlines for performance are set out in a provisional schedule provided by the candidate and will be completed on the inauguration of the artwork at the International Comics Festival at the end of January 2024.

## **ARTICLE 5 - PAYMENTS**

The public entity will pay any amounts owed under this contract to **(bank details must be enclosed)**:

■ the account open in the following name:.....

with the Bank:.....

with the Postal Cheque Centre:.....

with the Public Treasury:.....

■ under number:.....

■ Sort code:.....

■ Bank code:.....

■ Key:.....

■ IBAN:.....

In the case of a consortium, the representative must specify whether payments are to be made to a single account or to individual accounts, and must provide a breakdown of payments.

## **ARTICLE 6 - SUBCONTRACTING**

**(must necessarily be taken into account where subcontracting is considered as from presentation of the tender)**

To declare a subcontractor, form DC4 must be completed and appended to this tender document, along with all information referred to under Article 2.8 of the SATC.

## **ARTICLE 7 - 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 70% of the amount is granted to the holder under the conditions set out in Article R2191-7 and 10 of the French Public Procurement Code.

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.

The company(s) listed below:

do(es) not refuse payment of the advance provided for in the SATC,

refuse(s) payment of the advance provided for in the SATC.

**Candidates must complete this clause by checking the option of their choice.**

In one original copy,

In \_\_\_\_\_, on

**SIGNATURES:**

In the case of a single contractor:

**In the case of a consortium:**  
**(signatures of each of the joint venturers or signature of the representative if authorised to sign on behalf of the consortium (necessarily attach any powers))**

**Citations**

The tender described in articles 2, 3 and 4 is accepted:

This tender document contains            annexes listed below:

- 1. Breakdown of payments .....
- 2. ....
- 3. ....
- 4. ....
- 5. ....
- 6. ....

IN ANGOULEME

The purchaser:

P/ The Mayor, and by delegation

The associate deputy for finance, economic transition and civic commitment

**ANNEX NO. 1 BREAKDOWN OF PAYMENT in case of a consortium**

| Contract breakdown    | Total contract amount | Representative's share | Joint venturer 1's share | Joint venturer 2's share | Joint venturer 3's share | Joint venturer 4's share |
|-----------------------|-----------------------|------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|                       | 0,00€ HT              |                        |                          |                          |                          |                          |
|                       | 0,00€ HT              |                        |                          |                          |                          |                          |
|                       | 0,00€ HT              |                        |                          |                          |                          |                          |
| <b>Total € EX-TAX</b> | <b>0,00€ HT</b>       | <b>0,00€ HT</b>        | <b>0,00€ HT</b>          | <b>0,00€ HT</b>          | <b>0,00€ HT</b>          | <b>0,00€ HT</b>          |

***Signatures and stamps of joint venturers***