

# FONDATION AGIR CONTRE L'EXCLUSION

361, Avenue du Président Wilson, 93200 Saint-Denis

## **INTERREG PROJECT UNEET**

DELIVERY OF SERVICES



## **SPECIAL ADMINISTRATIVE TERMS AND CONDITIONS**

(C.C.A.P.)

# **ARTICLE 1 - PURPOSE OF THE ENQUIRY FOR TENDERS**

The purpose of this contract is to select the legal consultant of the UNEET project co-financed by the INTERREG North West Europe Agency. Supported by a consortium of six partners, with FACE being its leader, the UNEET project started in March 2018 and will end in March 2021.

In the context of the current project, the role of the legal consultant includes:

- producing the legal framework of the platform created by the consortium of partners (right of intellectual property);
- assist the leader of the consortium (FACE) in consulting, producing and validation of the different elements and steps of the call for tenders to be set up to select the digital agency that will be in charge of creating the platform. As the call for tenders is initiated by the leader, it will be governed by the European and French law in this regard (procurement law)

The financial and administrative conditions of the contract are indicated in the Rules for enquiry for tenders (RC), the Special technical specifications (CCTP) and the Schedule of rates (BPU).

The contract thus consists of a set of complementary documents.

These CCAP expressly refer to the General administrative terms and conditions applicable to the public contracts for supplies and services (CCAG-FCS). The articles of these CCAG, which are not modified by these CCAP, are automatically applicable.

Article 7 of these CCAP deviates from article 32.2 of the CCAG-FCS.

The contract thus consists of the contract documents below in the following order of priority:

- **The Deed of Commitment,**
- **The Special Administrative Terms and Conditions,**
- **The Special Technical Specifications,**
- **The Rules for Enquiry for tenders,**
- **The Schedule of Prices**

## **ARTICLE 2 – LEGAL FORM OF THE CONTRACT**

### **1. Method of enquiry for tenders**

This contract is a contract for the delivery of service executed according to the form of a suitable procedure.

### **2. Duration of the contract – deadline for the provision of services**

The deadlines for the provision of different services of this contract are fixed in the deed of commitment. The notification of awarding of the contract is tantamount to the starting of the execution of the contract.

## **ARTICLE 3 – FINANCIAL PROVISIONS**

### **1. Content of the prices**

The prices are considered to include all the fiscal, parafiscal and other charges that are mandatorily charged on the services, as well as all the charges relating to the proper execution and all the charges resulting from the application of the CCTP. Article 10.1.3 of the CCAG-FCS presents all the related charges that the service-provider will have to take into account while preparing its tender.

In case of an omission or error, the contract holder cannot ask for any financial compensation for any reason whatsoever.

## 2. Settlement price

The prices are considered firm and non-revisable for the entire duration of the contract, from the notification of the contract.

## 3. Application of the VAT

The VAT rate will be the one in force at the time of presentation of each invoice.

## 4. Payments

The contract holder can require a fixed lump-sum advance in accordance with the provisions of article 110-II of the decree of 25 March 2016 on public procurements.

The payments will be staggered as follows:

Starting of the service: scoping meeting and delivery of the first deliverable (deliverable [P1] indicated in the CCTP)	10% of the amount of the contract minus, if need be, the lumpsum advance
Delivery of the final versions of the elements constituting the legal framework (deliverable [LC1] indicated in the CCTP)	40% of the amount of the contract
End of the mission	50% of the amount of the contract

## 5. Guarantee – Retention money

Retention money of 5% is provided for in the context of this contract, in accordance with the provisions of article 122 of the decree of 25 March 2016 on public procurements.

### **ARTICLE 4 – CONDITIONS OF DELIVERY – PROCEDURES FOR EXECUTION**

The services will have to be in compliance with the stipulations of the contract and the technical specifications set out in the CCTP.

### **ARTICLE 5 – INVOICING – PAYMENT DEADLINES**

#### 1. Invoicing

The payment will be made as per the rules of public accounting under the conditions stated in article 11 of the CCAG-FCS. The final statement for the contract will be established after presentation of the documents and statement of the completion of the services, which are the subject of the contract under the conditions fixed by article 11.8 of the CCAG-FCS.

The invoices and other requests for payment should be sent to the following address:

**Fondation Agir Contre l'Exclusion  
361, Avenue du Président Wilson  
93200 SAINT-DENIS**

Any invoice that does not mention the indications stated in article 11.4 of the CCAG-FCS will be considered as non-compliant and will be immediately returned to the holder. If the invoice is not returned to the holder within a period of ten (10) days from its receipt, it will be considered compliant.

## **2. Payment deadlines**

The services, which are the subject of this contract, will be paid for under the conditions set out by the rules of public accounting. From the reception of a compliant invoice, the overall payment deadline cannot exceed thirty (30) days.

## **3. Late payment interest**

Failure to pay within the deadlines stated in article 5.2 of these CCAP entail, automatically and without any other formality, late payment interest in favour of the holder.

## **4. Co-contracting/subcontracting**

In case of co-contracting: `

- In case of consortium with joint liability, each member of the consortium directly receives the amounts relating to the execution of its own services,
- In case of consortium with joint and several liability, the payment is made to a single account, opened in the name of the members of the consortium or the authorised representative, unless otherwise provided in the deed of commitment.

The other provisions relating to the co-contracting apply according to article 12.1 of the C.C.A.G FCS.

In case of subcontracting:

- The subcontractor electronically sends its request for payment made in the name of the contracting authority to the contract holder.
- The holder has 15 days to communicate whether it accepts or refuses the payment to the subcontractor. This decision is notified to the subcontractor and the contracting authority.
- The subcontractor also sends its request electronically for payment to the contracting authority along with invoices and the acknowledgement of receipt certifying that the holder has properly received the request.
- The contracting authority immediately sends to the holder a copy of the invoices produced by the subcontractor.
- The payment of the subcontractor is done in compliance with the total period for payment stated in article 5.2.
- This period starts from the reception by the contracting authority of the, total or partial, agreement from the holder on the requested payment, or from the end of the period of 15 days mentioned above if, during this period, the holder has notified no agreement or refusal.

- The contracting authority informs the holder about the payments that it makes to the subcontractor.
- In case of co-contracting, if the holder who has signed the subcontracting contract is not the authorised representative of the consortium, the latter must also sign the request for payment.

## **ARTICLE 6 – PENALTIES FOR DELAY**

The milestone dates for the provision of the deliverables in the context of this contract are:

Starting of the service: scoping meeting	May 7, 2019
Delivery of the first deliverable (deliverable [P1] indicated in the CCTP)	May 10, 2019
Delivery of the final versions of the elements constituting the legal framework (deliverable [LC1] indicated in the CCTP)	December 20, 2019
End of the mission	March 1 <sup>st</sup> , 2021

When the deadlines indicated below are exceeded owing to the holder, it incurs penalties for delay, without prior formal notice, calculated using the formula below pursuant to article 14 of the CCAG FCS, i.e.:

$$P = V \times R / 1\ 000$$

Where: **P** = the amount of the penalty

**V** = the value of the services on which the penalty is calculated, this value being equal to the base price amount, excluding price variations and outside the scope of the VAT, the part of the delayed services, or all the services if the delay in execution of a part renders the whole unusable

**R** = the number of days of delay

## **ARTICLE 7 – TERMINATION OF THE CONTRACT**

This contract can be terminated for proven fault of the holder at any time, and is notified by a simple registered letter with acknowledgement of receipt, sent by the FACE foundation. This termination will take effect on the date specified in the letter, without any possibility for the holder of the contract to claim any financial compensation.

## **ARTICLE 8 – DISPUTES**

In case of dispute resulting from the execution of the contract, the parties can appeal to the competent court.

## **ARTICLE 9 – ARTICLES DEROGATING FROM CCAG-FCS**

Article 7 of these CCAP deviates from article 32.2 of the CCAG-FCS.