

## **STANDARD TERMS OF PURCHASE APPLICABLE TO CONTRACTS OF SUPPLIES AND SERVICES VERSION NO.1 – 2011/01/01**

### **Article 1 – Scope of application of these terms**

The purpose of these standard terms of purchase is to define the framework of the contractual relationships between the French National Institute for Demographic Studies (hereinafter "Ined") and its co-contracting parties for all the supplies and services contracts awarded pursuant to the French Public Procurement Contracts Code (hereinafter "CMP").

In these standard terms of purchase "contractor" shall mean the co-contracting party of Ined.

When awarded pursuant to the adapted procedure described in article 28 of the CMP, the contract may take the form of a simple order form drawn up by Ined.

Unless otherwise indicated in a derogation expressly stipulated on the order form or its annexes or in these standard terms, the stipulations of the General Administrative Terms and Conditions applicable to standard supplies and services contracts in its version annexed to the Decree of 19 January 2009 approving the General Administrative Terms and Conditions of standard public supplies and services contracts (hereinafter, "CCAG FCS"), are applicable to the contract. The CCAG FCS may be consulted at the following address:

<http://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFT-EXT000020407115&fastPos=2&fastReqId=1887451667&categorieLien=id&oldAction=rechTexte>

Under no circumstances shall the provisions contained in the documents completed by the contractor or in its standard terms of sale, prevail over the present standard terms of purchase.

If an agreement is drafted by Ined specifically for the purchase, its clauses shall prevail over the present terms, which, in this case, shall only supplement the contract.

### **Article 2 – Notification**

In the case where the contract takes the form of an order form, by derogation to Article 4.2 of the CCAG FCS, its notification shall consist in sending to the contractor a copy of the order form with annexes, if any. The person authorised to represent Ined as defined by Article 3.3 of the CCAG FCS is the signatory of the order form. However, the contractor shall first refer to the "contact person", whose contact details appear on the order form.

### **Article 3 – Purpose, content and technical specifications**

The contract's purpose, content and technical specifications are mentioned on the order form issued by Ined or in its annexes. In the case of contracts for supplies, the contractor is subject to an obligation of result in accordance with its contractual commitments.

### **Article 4 – Technical documentation**

The contractor undertakes to supply at the time of delivery any (up-to-date) documentation to perform maintenance and to ensure the proper functioning of the equipment. This documentation shall be drawn up in French language and shall be provided at no additional cost.

### **Article 5 – Place and completion time for rendering the services**

The place of delivery is stated in the order form or in the documents enclosed with it.

Delivery of goods to Ined is to be made via the "Impasse Nicolas" a no-through-road perpendicular to the main street (the maximum height for a vehicle is 3.40 meters (136 inches).

The opening hours of Ined for delivery are 9h-12h and 13h30-16h30.

The completion time for delivering the goods or rendering the services appears in the order form or in the documents enclosed with it.

The start date of the above-mentioned completion time corresponds to the date of notification.

Pursuant to the stipulations of Article 13.3.3 of the CCAG FCS, in cases where the contractor requests an extension of the above-mentioned completion time, if Ined does not notify its decision within 15 days of the date of receipt of the contractor's request, it shall be deemed to have rejected the extension request, except under the circumstances mentioned in the second and third paragraphs of Article 13.3.3 of the CCAG FCS.

### **Article 6 – Penalties**

By derogation to the stipulations of Article 14.1 of the CCAG FCS, if the completion time is not respected, the contractor shall incur a penalty calculated using the following formula:  $P = (V \times R)/100$ , where:

P = the penalty amount;

V = the monetary value of the services on which the penalty is calculated; this value is equal to the value, excluding tax, of the portion of the services which is delayed, or all of the services if the delay in rendering some of the services results in all of the services being unusable;

R = the number of calendar days of delay.

In all cases, P may not exceed V.

### **Article 7 - Inspection of deliveries**

By derogation to Article 23.1 of the CCAG FCS, the basic quantitative and qualitative verifications shall be carried out within at most two working days from the date of delivery of the supplies or rendering of the services.

By derogation to Article 22.3 of the CCAG FCS, Ined is not obliged to notify the contractor of the dates and times scheduled for the verifications. However, the said contractor may contact Ined to find out these dates and times in order to be present or represented during the verification.

### **Article 8 - Warranty**

By derogation to Article 28 of the CCAG FCS, the warranty becomes effective on the date of acceptance of the services or the goods.

### **Article 9 – Payment terms**

The overall payment time is 30 days from the date of the invoice receipt and payment is made by bank transfer on an account in the name of the contractor who agrees to provide, to this effect, an international bank account number (IBAN).

In the event of non-compliance with the payment deadline, late payment interest is automatically awarded, without any other formalities for the contractor or the subcontractor, starting on the day following the expiry of the time limit, in accordance with the terms of application stated in amended Decree No. 2002-232 of 21 February 2002 concerning the application of the maximum payment time limit in public procurement contracts.

Invoices shall comply with the provisions of Articles 289 and 289 bis of the French General Tax Code and contain, in addition to the information required by Article 242 *nonies* A of Annex 2 of the General Tax Code, the Ined references of the order form or the contract and, if applicable the corresponding lot.

### **Article 10 – Disputes**

In the event of a dispute, only French law shall be applicable on the basis of the French version of the present standard terms of purchase.

Any disputes shall be brought before the administrative court in the legal district in which the order form is issued.