

Contracting Party

ENERGY LAB

PRIVATE CONTRACT TO SUPPLY
FURNITURE FOR AN OPEN-PLAN OFFICE
SPACE IN THE XENOC'S BUILDING IN
GRENOBLE (38)

SPECIAL ADMINISTRATIVE SPECIFICATIONS
(SAS)(CCAP)
VERSION 2

PROJECT MANAGER FOR THE CONTRACTING PARTY



amoLand

Parc Work Center – 8 route des Bois – 38500 Voiron FRANCE



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1. SUBJECT OF THE CONTRACT - GENERAL PROVISIONS

1.1. Subject of the contract - Locations

The document herein concerns the supply of furniture for an open-plan office space on level 1 of the Xenocs building, 1-3 rue du Nanomètre in Grenoble.

The description of the supplies and their technical specifications are detailed in the Special Technical Specifications.

1.2. Division into tranches and lots

The project does not have a conditional phases.

The work is broken down into 17 lots, divided as follows:

Lot	Title
01	Office chairs
02	Desks
03	Entrance table
04	Desk partitions
05	Storage
06	Small meeting tables
07	Meeting tables on wheels
08	Trapeze meeting table
09	Bench BD
10	75 meeting room chairs
11	90 meeting room chairs
12	110 meeting room chairs
13	110 desk chairs
14	Informal meeting tables
15	Armchairs
16	Sofas
17	Meeting chairs

Each lot is the subject of a separate contract.

1.3. Appointing sub-contractors

Requests to approve sub-contractors and agree the payment conditions are made using the draft special act.



If a sub-contracting request is made after the tenders have been submitted, the contract holder must, in addition to the information requested, establish that no transfer or pledging of receivables resulting from the contract will obstruct direct payment to the sub-contractor.

1.4. Contracting Party

The project Contracting Party is:

ENERGY LAB SAS - 32 rue des Berges 38000 GRENOBLE

Represented by its Chairperson.

1.5. Project Manager for the Contracting Party

The project management for the Contracting Party has been entrusted to **amoLand**.

amoLand – Gilles Tessier

Parc Work Center - 8 route des bois - 38500 Voiron FRANCE

1.6. Contractor

The project management is performed by a project management group:

Architect:

DOJO - Architecture firm

L'imaginarium - 36 quai de France – 38000 Grenoble FRANCE

Engineering Consultancy Firm:

A3 SEREBA

Parc Activités Eurekalp, ZAC de Tire Poix, 38660 Saint-Vincent-de-Mercuze
FRANCE

1.7. Worksite Scheduling, Management and Coordination

The Scheduling, Management and Coordination of the work is entrusted to:

Pierre Blanchemanche

211 lot le grand pré - 38579 Goncelin FRANCE

1.8. Technical inspection

In accordance with Article 9.9 of the Decree of 5 August 1992, and in consideration of the contract subject, the contract herein is not subject to technical inspections.

1.9. Court-ordered receivership or liquidation

The following provisions shall apply in the case of court-ordered receivership or liquidation:

“The contract holder must inform the Contracting Party immediately of the judgment instituting court-ordered receivership or liquidation. The same applies to any judgment or decision liable to affect the contract performance.

In the case of court-ordered receivership, the Contracting Party will send the administrators a formal notice asking them if they intend to require the contract performance.

Said formal notice will be sent to the contract holder in the case of simplified proceedings without administrators if, in application of Article L.621.137 of the Code of Commerce, the official receiver has authorised them to exercise the option conferred by Article L.621.28 of the Code of Commerce.



In the case of a negative response or the absence of a response, within the deadline of one month starting on the date the notice was sent, the contract shall be terminated.

The deadline of one month may be extended or shortened if, before said deadline expires, the official receiver grants the administrators an extension or sets them a shorter deadline.

The termination takes effect from the date the administrator or the contract holder decides not to pursue the contract performance, or upon the expiry of the aforementioned deadline of one month. The above shall not entitle the contract holder to make any claim.

In the case of court-ordered liquidation, the contract shall be terminated except where the judgment expressly authorises the company's business activities to continue.

In this event, the Contracting Party may agree to the contract continuing for the period specified in the judicial decision or it may terminate the contract without compensation to the contract holder”.

2. DOCUMENTS CONSTITUTING THE CONTRACT

In derogation of Article 4.2.1 of the NF P 03-001 standard, the constituent documents of the contract are as follows in order of priority (only the original copy of each of the documents below held in the Contracting Party's archives is deemed authentic):

A) Specific documents:

- The letter of commitment,
- The present Special Administrative Specifications herein (SAS)(CCAP),
- The Special Technical Specifications (STS)(CCTP) specific to each lot,
- The map of the general layout,
- The breakdown of the overall price package (BOPP)(DPGF).

B) General documents:

The applicable documents are those in force on the first day of the month when the prices were set, insofar as said month is defined in 3.5.1.

- The General Administrative Specifications applicable to the work in the building which is the subject of the private contracts (NF P 03-001 standard),
- The Special Clauses in the Unified Technical Documents (SC-UTD), as listed in Annex 1 to the Circular of 22 April 1986 of the Ministry for Economy, Finance and Privatisation,
- The approved French Standards and other standards applicable in France pursuant to international agreements,
- Any legislative or regulatory text applicable to the project.

3. CONTRACT PRICE

3.1. Division of payments

The deed of commitment specifies the amounts to be paid respectively:

- to the contract holder and their sub-contractors;
- to the contract holder representative, their co-contractors and sub-contractors.



3.2. Division of joint expenditure

Not applicable.

3.3. Price content - Method for account settlement

3.3.1. Procedures for setting prices

The price is Incoterm DDP and deemed to include all expenditure in particular resulting from the manufacturing, transport, delivery and installation of the furniture, including general costs, insurance costs, duties and taxes, and ensuring the contract holder of a margin for risks and benefits.

The contract prices are exclusive of VAT and take into account all the constraints of supplying the equipment, specifically:

- expenditure linked to specific measures concerning protection against the Covid-19 pandemic.
- constraints which are liable to lead to the simultaneous implementation of the different lots detailed in Article 1.2 above.

3.3.2. Nature of the prices charged

The overall fixed price is non-revisable.

3.3.3. Compensation for delay caused by the Contracting Party

No compensation will be paid to contract holders.

3.3.4. Procedures for account settlement

The supplies will be settled after delivery and installation on site. The provision of items or equipment deposited at the worksite or in the contract holder's workshops or that of their suppliers will not be paid for except with express agreement by the Contracting Party.

Procedures for paying instalments, the balance and indemnities - Default interest

The overall timeframe for paying instalments, the balance and indemnities is set at 30 days. The starting date for the overall timeframe for paying instalments is the date of receipt of the draft settlement by the project management. The starting date for the overall timeframe for paying the balance is the date of receipt of the general and final settlement, or the total invoice, by the project management.

The default interest shall be that of the interest rate for main refinancing transactions as applied by the European Central Bank to its most recently performed main refinancing transaction before the first calendar day of the first half of the calendar year underway within which the default interest began to accrue, plus seven points.

3.3.5. Application of Value Added Tax

The amounts paid to the contract holders are calculated by applying the VAT rate in force at the time the entrustment documents were drawn up. These amounts may be corrected, in view of establishing the overall settlement, by applying the VAT rates in force at the time of the receipts.

3.4. Variation in prices

Not applicable.



3.5. Payment to sub-contractors

For sub-contractors, the contract holder appends to the draft settlement, or to the invoice, a payment request certificate indicating the amount to be paid by the Contracting Party to each sub-contractor concerned; this amount does not include VAT. The contract holder's instalment request must also clearly specify the division of payments between the contract holder and each of their sub-contractors.

3.6. Unplanned services

A continuation of the service provision, in the case of the initial amount being exceeded, is subject to the conclusion of an addendum or the issuance of a decision for continuation, made by the Contracting Party, which must be followed up by an addendum.

4. COMPLETION DEADLINE - PENALTIES AND BONUSES

4.1. Work completion deadline

The deadline for completing all the work is set in Article 3 of the letter of commitment.

4.2. Late penalties

Penalties will be applied per calendar day of delay.

They are set exclusive of tax and will be deducted from the amount excluding taxes.

The penalties amount is uncapped.

The following provisions are applicable to the contract holder in the event of late delivery and delayed installation of the furniture:

A. Late delivery

The contract holder suffers a daily penalty of €200.00 excluding tax per calendar day of delay. The penalties are incurred by the simple fact of the project manager observing the delay.

B. In the case of absence at worksite meetings (the worksite reports serve to convene the company whose presence is required and the worksite meetings are set by the project manager), or at meetings convened by the contractor project manager or the Contracting Party, the company, whose presence is required, will be subject to a fixed penalty of €100.00 excluding tax per absence.

C. In the case of delays in providing the documents requested by the contractor project management or the Contracting Party, the contract holder will be applied a fixed penalty of €150.00 excluding tax per calendar day of delay.

4.3. Disposal of delivery packaging and waste

Disposal of the packaging and waste related to the installation of the furniture is included in the completion deadline.

In the case of a delay, this work will be carried out, at the cost of the contract holder responsible, without prejudice of a daily fixed penalty set at €150.00 excluding tax per calendar day of delay, without prior notice.

4.4. Delay and deduction for submitting the documents to be provided after completion



In the case of a delay in submitting the documents to be provided, after delivery and installation by the contract holder(s), a deduction of €150.00 excluding tax per calendar day of delay will be made on the amounts due to the contract holder(s), without prior notice.

4.5. Breach of the regulations relating to undeclared labour

Based on provisions similar to those in Articles L8221-3 to L8221-5 of the Employment Law.

4.6. Cleaning penalty

Refusal by the company to comply with orders from the contractor project management to proceed with the cleaning tasks assigned to them, will be sanctioned with a fixed penalty of €500.00 excluding tax per calendar day of delay, with the contractor project management reserving, in addition, the right to demand that an external company undertake the cleaning at the cost of the companies concerned.

4.7. Penalty for damages

In the case of damages related to the company's activities on the worksite or in the building, and involving work or services which do not relate to their own contract, a penalty equal to the cost of repair will be applied to the settlement.

The penalties amount will be provisioned as and when the work is performed and deducted from the company's overall final settlement, without prior notice and based on the project management's simple observation, which shall take precedence until proof to the contrary is provided by the contract holder.

4.8. Penalty for delay in resolving reservations

In the case where the delivery and installation report contains reservations, the Contracting Party shall send the company a record of receipt with reservations. All the reservations must be resolved within a period of 30 days (or within the timescale specified in the Contracting Party's decision) from the date of receipt indicated by the Contracting Party.

In the case where the reservations are not resolved within the timescale set in the report, the Contracting Party reserves the right to apply, without prior notice, a penalty of €500.00 excluding tax per calendar day of delay.

The penalties amount will be deducted from the company's overall final settlement, without prior notice and based on the project management's simple observation, which shall take precedence until proof to the contrary is provided by the contract holder.

4.9. Penalty for non-compliance with health and safety requirements related to the Covid-19 pandemic

In the case of an observation of non-compliance with health and safety regulations related to the Covid-19 pandemic and, specifically, as detailed in the Guide on Health and Safety Recommendations for the Continuity of Construction Work during the Covid-19 Pandemic Period, starting on the date of observation and without prior notice, the contract holder shall incur a fixed penalty of €500.00 excluding tax per offence.

5. ORIGIN, QUALITY, CHECKS AND TAKING CHARGE OF EQUIPMENT AND PRODUCTS

5.1. Equipment and products

The STS set out the furniture equipment, products and components which are not to be selected by the contract holder, or which have not already been laid down in the general constituent documents of the contract, or which derogate from the provisions of said documents.

In the case of French standards not derived from European standards, the products' compliance with French standards may be replaced by conformity with other standards in force in other member states of the European Union if they are recognised as being equivalent.

In the case of reference to French quality marks (NF mark or other), the contract holder may suggest to the Contracting Party, through the intermediary of the contractor project manager, products which have undergone proven methods in other member states of the European Union, which they deem to be equivalent and which are certified by accredited bodies (by signatory bodies to the "EA" agreements or, failing that, by providing evidence of their compliance with EN 45011). The contract holder must, therefore, provide the Contracting Party with the elements of proof required to assess the equivalence.

The two preceding clauses do not diminish, in any way whatsoever, the fact that the French standard or French quality mark constitutes the technical reference which must be complied with by the products.

Any request made by the contract holder liable to call upon the equivalence clause must be presented to the Contracting Party with all the supporting documents, within the 30 days following notification of the contract.

5.2. Characteristics, qualities, checks, trials and tests on the equipment and products

The STS define the characteristics and qualities of the furniture equipment, products and components to be used, as well as the procedures for their checks, trials and tests, both qualitative and quantitative, both at the worksite or for monitoring the manufacture in the contract holder's, sub-contractor's or supplier's factories, as well as the corresponding procedures.

6. DELIVERY AND INSTALLATION WORKSITE

6.1. Installations to be carried out by the contract holder

Not applicable.

The contract holder must make provisions for the delivery of their products and, specifically, their vertical transit to the space to be equipped (level 1).

6.2. Worksite security

The Contracting Party has no responsibility for the worksite security. It is the responsibility of the contract holders to define the procedures for this security. The Contracting Party cannot be held liable in the case of theft or damage within the worksite enclosure before confirmation of delivery.

6.3. Worksite signage

Signage at the worksite, within the areas involving traffic on public roads, shall be set up by the contract holder in accordance with the regulations in force.



7. INSPECTION AND ACCEPTANCE OF THE WORK

7.1. Acceptance

Acceptance takes place once the installation of all the furniture equipment provided for in the contract is completed; it takes effect upon the date of said completion.

7.2. Taking early possession of specific work or parts of work

No specification.

7.3. Making specific work or parts of work available

No specification.

7.4. Guarantee periods

The duration of the guarantee period is that proposed in the contract holder's tender.

7.5. Availability of the furniture over time

The supplier shall specify in their tender the time period, during which the furniture supplied will remain available in the catalogue, in order to allow for new orders or the replacement of specific furniture. The aforementioned time period, as specified in the tender, shall become contractually binding upon the signing of the contract.

7.6. Insurance

Within a period of 10 days, starting from the notification of the contract and before any implementation begins, the contract holder, representative and co-contractors must prove that they have taken out **an insurance policy for civil liability** pursuant to Articles 1382 to 1384 of the Civil Code, guaranteeing third parties in the case of accidents or damages caused by the contract performance and, specifically, the financial consequences of damages of any kind, physical, material or immaterial caused by third parties including the building and existing installations, caused both by their doing and that of their sub-contractors, either by employed personnel during work activities or by the company's or the operation's equipment, either because of the work or even through incidents arising at the end of the work, and invoking their liability under common law.

The contract holder must provide evidence of the scope of the guarantees underwritten and proof that their insurance contributions are up-to-date, by providing the specific certification documents.

7.7. Contract termination

The contract may be terminated by the Contracting Party in the cases provided for in Article 22 of the NF P 03-001 standard.

Furthermore, after formal notice being issued which remains unactioned, the contract may be terminated at the contract holder's fault, without the latter being able to claim compensation, where they have contravened Articles D. 8222-5 or D. 8222-7 to 8 of the Employment Law. Under these articles, the contract holder must submit the following documents every 6 months up until the end of the contract performance:

- Declaration of honour of submission, to the tax authorities on the date of the declaration, of all the mandatory tax statements;
- Declaration of honour on the work being completed by employees legally employed (where the contract holder employs the employees);



- ↳ Declaration of providing the social security declarations issued by the social protection body responsible for collecting contributions.

This notice must be notified in writing and shall include a deadline. In the absence of a deadline being indicated, the contract holder shall have one month, starting from the date the notice was given, to fulfil the obligations therein or to present their own observations.

Lastly, inaccuracies in the administrative documents (declarations) provided by the company may result in, upon a decision by the Contracting Party, the termination of the contract at the contract holder's fault.

In the two termination cases detailed above, the Contracting Party may terminate the contract at the contract holder's cost and risk. The additional expenditure arising from awarding another contract, after termination, will therefore be deducted from the amounts which may be due to the company, without prejudice to the rights which may be exercised against them in the case of shortcomings. The potential reductions in expenditure remain acquired by the public entity.

8. DISPUTE RESOLUTION

In the case of a dispute, only French law shall apply.

Any dispute concerning the interpretation or performance of the contract herein shall be subject to the Grenoble district court.

