



CALL FOR TENDERS FOR THE PRINTING OF SCHOLARLY WORKS

SPECIAL CONDITIONS AND TERMS (SCT)

including special administrative and technical conditions

Public Body:

École française d'Athènes

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Special conditions and terms established on 21.03.2017 in compliance with the French Public Procurement Code with regard to:

**OFFSET PRINTING, FINISHING AND DELIVERY OF SCHOLARLY WORKS
FOR THE ÉCOLE FRANÇAISE D'ATHÈNES**

The procedure for consultation is as follows:

Procedure adapted in accordance with **articles 27 and 34 of the Decree n° 2016-360 of 25 March 2016.**

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GENERAL PROVISIONS

ARTICLE 1 – PRESENTATION

- 1.1.** The École française d'Athènes (hereinafter EFA) is a scholarly, cultural and professional public establishment (“Etablissement public à caractère scientifique, culturel et professionnel” – EPSCP) supervised by the French Ministry for Higher Education and Research.

This institution with headquarters located at 6, Didotou Street, GR - 106 80 Athens, Greece, conducts research, from prehistory to the modern era, in the fields of the history, archaeology and anthropology of Greece and the wider sphere of the Hellenic World.

- 1.2.** The École française d'Athènes disseminates its research through publications, produced to the highest academic, editorial and publishing standards (scholarly works in Greek archaeology, art, epigraphy, etc.). It currently publishes (ISBN 978-2-86958, ISSN 0007-4217 and ISSN 1792-0752): an annual periodical presented in two volumes (major research journal), 15 collections of monographs and thematic studies (theses, conference proceedings, final reports of archaeological fieldwork, guides, etc.), and other works.

ARTICLE 2 – PURPOSE AND OBJECT OF THE TENDER

- 2.1.** EFA is issuing this call for tenders with a view to appointing contractor(s) for the work of printing and finishing of the School's publications.

- 2.2.** The administrative and technical stipulations of the present SCT concern printing, finishing, binding and delivery services of scholarly works listed in point 2.3 for the École française d'Athènes. These services notably include:

- offset printing, binding and finishing;
- the routing and delivery of printed books to the publisher's distributor and storage facilities/warehouses.

The Unit Price Lists (UPL) detail costs for each of these services. Information on quantities and/or volumes in the latter part of this document is provided as a guideline and is thus non-contractual.

- 2.3.** List of works published by the École française d'Athènes:

- Annual periodical (average print run 600 copies, 2 volumes / year from 300 to 550 pages) :

BCH	<i>Bulletin de Correspondance Hellénique</i>	18.5 x 24 cm
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- collections of monographs (average print run from 300 to 500 copies; average number of pages as quoted in Annex A):

1.	BCH Suppl.	<i>Suppléments au Bulletin de Correspondance Hellénique</i>	18.5 x 24 cm
2.	MMB	<i>Mondes méditerranéens et balkaniques</i>	18.5 x 24 cm
3.	BEFAR	<i>Bibliothèque des Écoles françaises d'Athènes et de Rome</i>	21 x 29.7 cm
4.	CID	<i>Corpus des Inscriptions de Delphes</i>	21 x 29.7 cm (or 25 x 32.5 cm)
5.	EAD	<i>Exploration archéologique de Délos</i>	25 x 32.5 cm
6.	FD	<i>Fouilles de Delphes</i>	25 x 32.5 cm
7.	EtChypr	<i>Études Chypriotes</i>	21 x 29.7 cm
8.	EtCret	<i>Études Crétoises</i>	21 x 29.7 cm
9.	EtPelop	<i>Études Péloponnésienes</i>	21 x 29.7 cm
10.	EtThas	<i>Études Thasiennes</i>	21 x 29.7 cm
11.	EtEpigr	<i>Études Épigraphiques</i>	21 x 29.7 cm

12.	RechFH	<i>Recherches franco-helléniques</i>	21 x 29.7 cm
13.	RAFAL	<i>Recherches archéologiques franco-albanaises</i>	21 x 28 cm
14.	SitMon	<i>Sites et Monuments (two formats)</i>	17.5 x 24 cm or 14 x 20 cm
15.	Pat	<i>Patrimoine photographique</i>	27 x 21 cm

- other works in various formats.

ARTICLE 3 – DEFINITION OF PARTIES

- 3.1.** The Contracting Authority is the École française d’Athènes.
- 3.2.** The “Buyer” mandated to choose and implement appropriate procedure, in compliance with applicable legislation, is the Director of the École française d’Athènes, Mr. Alexandre Farnoux.
- 3.3.** The “Contract Holder” is the service provider which enter into a contract with the public body.

ARTICLE 4 – FORM AND SCOPE OF THE CONTRACT

- 4.1.** Services are the object of framework contracts for services regulated by articles 78 and 80 of Decree No. 2016-360 of March 25, 2016 that shall be applied by means of order forms.
- 4.2.** Services are split into a total of **3 distinct lots**:
- Lot 1:** Offset printing, finishing, routing and delivery of: – the annual periodical: *Bulletin de Correspondance Hellénique (BCH)*; – monographs in collection 14.
- Lot 2:** Offset printing, finishing, routing and delivery of monographs in collections 1 to 3 and other works with 18.5x24cm format and similar characteristics.
- Lot 3:** Offset printing, finishing, routing and delivery of monographs in collections 4 to 13, devoted to EFA excavation sites, to the corpus of inscriptions or works implemented in collaboration with organizations and researchers from countries that play host to EFA missions, as well as other works with similar formats and characteristics.

For other works not included in the collections, notably those which are co-published, EFA reserves the right to call on other firms without any further procurement procedure. Collection 15 « Patrimoine », managed and co-published in partnership with private publishers, is excluded from the contract.

The present SCT is a single document that applies to all of the service Lots. The characteristics and technical specifications of the collections are described in Annex A “Conditions for the production of works: printing instructions and collection characteristics”. Providers can bid for 1, 2, or all lots. They are required to fill in one separate Unit Price List (UPL) form for each Lot they are bidding for.

The letter of commitment “Acte d’engagement” (“AE” form) will precise which lot(s) is/are attributed to the Contract Holder.

- 4.3.** No maximum or minimum amounts are guaranteed. The quantities listed below are given as a guideline and are not contractual.
- | | |
|--------|-------------------------|
| Lot 1: | – 2 to 5 books per year |
| Lot 2: | – 3 to 6 books per year |
| Lot 3: | – 3 to 5 books per year |

The total estimated value of all the lots is estimated to be between 50,000 euros and 80,000 euros.

- 4.4.** Future collections are excluded from the contract. They may, where necessary, be the subject of an amendment to the present document.
- 4.5.** The contract is a unit price contract with no variation clause.

ARTICLE 5 – DURATION OF THE CONTRACT

- 5.1.** The contract will be concluded for an initial period of 1 (one) year with effect from the date of notification. It may be automatically renewed twice under the same conditions, for two successive periods of 12 months, on the anniversary of its notification date.
- 5.2.** The Public Body reserves the right to decide not to renew the contract at the end of one of the first two periods of 12 months. Such a decision will put an end to the contract without compensation for the Contract Holder. The Contract Holder will receive notice of such a decision by registered mail with acknowledgement of receipt at least two months before expiry of the contract.
- 5.3.** In the event that services required by the Contract cannot be provided within the timeframe stipulated by the Contract, the Contracting Authority may grant an extended deadline to the Contract Holder. With regard to the application of the Contract, extended deadlines will be subject to the same constraints as deadlines specified by the Contract.
- 5.4.** The Contract Holder may not refuse to renew the Contract.

ARTICLE 6 – CONTRACT DOCUMENTS

The contract documents for the present Contract prevail in the following decreasing order of priority:

- The commitment letter “Acte d’engagement” (“AE” form), with its Annexes A and B (“Conditions for the production of works: Printing instructions and collection characteristics” and the “Unit Price Lists”), as well as other possible annexes, duly completed, dated and signed;
- The Special Conditions and Terms (SCT), dated and signed, the originals of which will remain in the possession of the public body;
- The General Administrative Clauses for Common Supplies and Services (CCAG-FCS) in French public procurement;
- The order forms issued in the course of the implementation of the Contract and their accompanying cost estimates;
- Subcontracts with their accompanying amendments, which date from before their entry into application;
- The Contract Holder’s offer of services and technical proposal.

IMPLEMENTATION AND DESCRIPTION OF SERVICES

ARTICLE 7 – CONDITIONS FOR THE IMPLEMENTATION OF SERVICES

- 7.1.** Communications between the Contracting Authority and the Contract Holder will be in French or English. Written correspondence between the Contract Holder and the Public Body

(standard letters, registered letters with acknowledgement of receipt, invoices, and all other documents required for the implementation of the contract) will be in either English or French. The Contract Holder is required to have a mastery of one of these languages.

- 7.2.** Within its firm, the Contract Holder will designate a person responsible for relations with the Public Body. This person, who will be the sole contact for the Public Body, will personally have an excellent understanding of the work to be done.
- 7.3.** On signature of the Contract documents, the Contract Holder will provide the contact details (telephone, fax and email) of the sole contact for the Public Body.
- 7.4.** The contact for the Contract Holder is the Publications Manager for the Ecole française d'Athènes.

ARTICLE 8 – DEFINITION OF SERVICES AND PUBLISHING STANDARDS

- 8.1.** Services will include:
 - Pre-flight check on the print-ready files (PDF/X master files) received from the EFA publications department;
 - The supply of a contract proof (prepress proof / “OK to print” proof), and where necessary, colour calibrated proofs deemed to be necessary by the Contracting Authority (cromalins/matchprint or equivalent), for final approval before printing;
 - Where necessary, changing of a few pages if corrections have to be made on the “okay to print proof”;
 - Possible minor adjustments and changes to covers (spine adjustments, insertion of barcodes, etc.);
 - Following the approval of the “Ok-to-print”, printing and then, following the provision and validation of a “ready for binding” proof (proof sheets before the bindery), finishing/binding;
 - storage, packaging, routing and delivery of copies;
 - delivery of the final version of digital files used for printing to the Contracting Authority;
 - possible additional services: along with the services detailed above, the Contract Holder may be required, on the basis of a purchase order from the Contracting Authority, to provide additional or alternative services for a specific volume: for example, the use of specific paper, etc. These cost of these supplementary services will determined on the basis of the Unit Price List (UPL) or an estimate approved by the Contracting Authority.

As a general rule, the Contract Holder will provide functional and technical assistance for the implementation of the Contract, ensure due care and diligence for the optimal performance of services, and respond rapidly to requests from the EFA for information and advice on services included in the Contract.

In the event that the Contract Holder receives a ready-to-print PDF that is defective or could result in poor quality printing, the Contract Holder has an obligation to inform the Contracting Authority with a view to resolving any difficulties in close collaboration with the EFA publications department.

- 8.2.** Services must be in compliance with the provisions of the Contract as described in the present SCT document and the terms for the production of each of the collections as detailed in the Annex A. It is expressly agreed that the Contract Holder will carry out the services in accordance with all those norms.
- 8.3.** EFA pays particular attention to the production and quality of its publications. In Annex A, EFA has provided technical references for types of paper and covers used for the production of its different works as well as technical descriptions of its collections.

- 8.4.** EFA reserves the right to change standards for its publications while the Contract is being implemented. Such changes will be detailed in amendments to the present document.
- 8.5.** The main competences required of the Contract Holder are as follows:
- the ability to process and reproduce illustrations to high standards (with special attention to black-and-white printing), suitable for scholarly books in archaeology (visibility of details, contrasts, etc.);
 - the ability to deliver good advice on production choices;
 - the ability to propose sheet wide imposition plans, which optimize page numbering to reduce the quantity of colour pages and thus cut costs, that have no incidence on the quality of binding;
 - the ability to cope with tight deadlines;
 - the ability, notably for Lot 3, to print and bind fold-outs inserts in various formats.

ARTICLE 9 – PRECONDITIONS: HUMAN AND EQUIPMENT RESOURCES, REFERENCES

- 9.1.** The Supplier will provide the Contracting Authority with a detailed list of human and technical resources.
- 9.2.** The list of technical resources will notably include a detailed description of the machinery equipment and software that the Supplier has available for the performance of the Contract, with details on:
- The number and model of keyboards/ screens (Mac and PC), terminals and readers;
 - Server type, file transfer methods / electronic delivery platform (FTP site);
 - Number and models of output/input peripherals (printers, copiers, scanners, etc.) ;
 - Names and versions of software packages (InDesign, Photoshop, Illustrator, etc.);
 - Storage capacity, method for the back-up of files in process, and network protection;
 - Imposition equipment;
 - Offset printing equipment: Sheet-fed Offset printing press, machine formats, number of colours, etc.;
 - Type of ink used;
 - Bindery equipment;
 - Paper suppliers;
 - Logistics: description of logistic resources for the management of national and international deliveries;
 - Storage facilities (building size, etc.) and temporary storage capacity.
- 9.3.** The Supplier will inform the Contracting Authority about the general organisation of the Supplier's company: the number of employees, their qualifications and specialties, their seniority and experience in the production of erudite and scholarly works.
- 9.4.** The Supplier will present references for comparable services: customers, catalogue, recent publications etc.
- The Supplier will also present samples of books recently undertaken by the Supplier's company, which highlight the Supplier's competence in printing and binding. The samples of the Supplier's work (at least 3 books printed in offset) will facilitate evaluation of the following:
- black printing on offset paper (90g) and four-colour printing on matt coated paper (115g, "velvet badigeon triple");
 - Soft binding "edition bound" (thread sewn), matt laminated cover if possible with flap;

- illustrated work, ideally including different types of illustrations commonly used in scholarly works (half-tone and four-colour photographs, line work illustrations);
- a text dominated work;
- if possible a work with fold-outs for Lot 3.
- paper samples suggested for the production of services, which meet requirements of the present document and annexes A and B (whenever possible presenting samples of books recently printed on these papers).

NB. Names and references of papers used for each samples provided will have to be precised.

ARTICLE 10 – PARTICULAR PROVISIONS, DEADLINES AND RULES OF IMPLEMENTATION

10.1. At the start of each year of the contract, the EFA will send the Supplier a provisional list of works that are to be printed over the following 12 months.

10.2. Every order will, within 8 business days, be the subject of an estimate established on the basis of the UPL (Unit Price List), and an order form that sets a deadline for the date of publication. Deadlines for the completion of each work (several works may be ordered simultaneously) will be determined when the works are ordered, by agreement between the Supplier and the Public Body.

In the absence of delays directly attributable to Contracting Authority, the time limits for the completion of works are detailed below. The count down to these **maximum** time limits will begin when the Contract Holder receives documents sent by the EFA publications department. No modification of these time limits will be permitted without the express agreement of the Public Body.

For all of the works, **the Contract Holder must take into account the following maximum time limits** (every deadline is expressed in working days):

- The “okay-to-print” proof (contract proof for approval created by the printer once the preflighting check of the editor’s PDF files has been done) must be returned in PDF format within a maximum of two business days following reception by the Contract Holder of the publisher’s final PDF; for very complex or unusual works this time limit will be 4 days. If the Contracting Authority requires an “okay-to-print” proof in the form of printed proofs delivered to the headquarters of the EFA, the time limit will be a maximum of 7 business days (including delivery time).
- If a further prepress proof to check the quality of illustrations in the form of a Cromalin or equivalent high-resolution calibrated output (certified colour accurate proof) is required by the publications department, it must be delivered within a maximum of 7 business days.
- After printing, a set of press proofs (press sheets of the whole book before binding) must be sent within a **maximum** of 15 days following the “okay-to-print” proof.
- On receipt of the press proofs, an instruction to begin binding will be issued with an attached deadline of 10 days for softcover binding.
- Following receipt of the validation of the “okay-to-print”, the Contract Holder will have a **maximum of 25 days** in which to ensure delivery. The delivery date must match the date stated in the work's colophon.

Deadlines may be renegotiated for specific and unusual volumes, and revised on the basis of an agreement between the Contract Holder and the department of publications.

The time limit for implementation will be the delivery date or the completion date of the service. In the event that date of publication on the purchase order is not respected, penalties may apply.

Where necessary, EFA may require the Contract Holder to organize express delivery of a minimum of ten copies, at the Contract Holder's expense.

10.3. Order forms may be issued up until the expiration date of the Contract.

10.4. Quantity and quality controls

- **Quantity controls.** In accordance with article 24 of the General Administrative Clauses for Common Supplies and Services (CCAG-FCS), if the supplied quantity does not comply with the stipulations of the order, the Public Body can decide to accept the delivery as is, or put the Contract Holder on notice, either to take back a surplus or deliver the remainder of the order, within a timeframe specified by the Public Body.
- **Quality controls.** The Contract Holder is responsible for the good physical condition of the delivered works as well as the compliance between the specifications of the order and the delivered goods and services. If the Contract Holder fails to provide the service in accordance with the expected quality level specified in the contract or if the deliveries are not compliant with the purchase order, faulty or damaged, the Contracting Authority may reduce payments proportionally to the unperformed obligations or may decide to refuse works. In the 15 days following delivery, the EFA will inform the Contract Holder of such a decision, accompanied by an explanation of the observed defects.
The Contract Holder commits to replacing at its expense and within a maximum of **1 (one) month** any defective copies. Further printing required to replace defective copies will not be billed to the EFA, which also has the option of claiming penalties detailed in article 20 of the present SC.
The Contracting Authority reserves the right to rescind the decision to accept delivery of goods and services in the event of latent defects.
- **Transfer of ownership.** In compliance with article 26 of the CCAG/FCS, the transfer of ownership will coincide with the final acceptance of goods and services.

10.5. Every request for services from the Contracting Authority must be the subject of a previously order form which notably provides details of the nature of the required services, the number of copies and the time limit for the order's implementation.

10.6. At the end of every calendar year, it may be asked at the Contract Holder to print at its expense the catalogue of works published by EFA which will provide a print ready document for this purpose.

ARTICLE 11 – STORAGE, PACKAGING, TRANSPORT AND DELIVERY

11.1. The Supplier will provide details to the Contracting Authority about its capabilities to take charge, in accordance with the publisher's requirements, of the storage of works produced by its firm in conditions that are commonly accepted as appropriate for this purpose.

11.2. The Contract Holder will also be responsible for the management and onward transport of the supplies stocked in their care.

11.3. The Contract Holder will organize transport of works in their storage facilities/warehouses to one or two destinations in France, which are located in France (Normandy (61) or the Paris region (78)), or in Greece (Athens).

Works delivered by the Contract Holder must be accompanied by a delivery note that is individually made out for each recipient. The delivery note will provide details of:

- The date of shipment
- The identity of the Contract Holder
- The Contract reference
- The order reference
- The exact delivery address and the name of the recipient

- Details of supplies included in the shipment: the quantity of items and, where necessary, the number of items per package.

Each package should be clearly marked with:

- contact details for the publications department
- the work's title and ISBN
- the number of copies contained by the package

The delivery of supplies will be documented by a receipt issued to the Contract Holder or by the signature of duplicate delivery notes.

Risks involved in the shipping of goods and services to the delivery site are the responsibility of the Contract Holder, regardless of whether shipping is done by the Contract Holder's staff, by a shipping company or postal services. It follows that any claims for damages, disputes or possible compensation will be the responsibility of the Contract Holder.

A part of each print run may also be shipped by a company designated by the Contracting Authority from the Contract Holder's warehouses to EFA's warehouses/storage facilities in Athens or in the Paris region. In all cases, the Contract Holder will be responsible for the packaging of works to be shipped (plastic film wrapping + boxing) and the preparation of pallets. On every occasion the division of the print run to be shipped or stored will be indicated by email.

- 11.4.** Receipts for the shipping and postal costs for each work should be detailed on the Contract Holder's invoices and returned to the Contracting Authority for reimbursement.

ARTICLE 12 – SUBCONTRACTING

- 12.1.** With a view to ensuring optimal quality and optimal financial conditions for the production of works, subcontracting will be authorised by the Contracting Authority, which retains the right to accept or reject subcontractors and the terms of their engagement.
- 12.2.** In the event that subcontractors are involved, the Contract Holder will remain solely responsible for the execution of all of the work detailed in the Contract and the sole point of contact for the Public Body. The Contract Holder will notably guarantee that services provided by subcontractors are of equivalent quality and in compliance with the standards and technical requirements of the Contracting Authority. With regard to the EFA, the Contract Holder will assume responsibility for any delays, accidents, non-compliances or other inconvenience caused by the subcontractor(s) participation in the contract.
- 12.3.** The Contract Holder will be solely responsible for informing the subcontractors of any changes to the implementation of the Contract.
- 12.4.** The Contract Holder will be directly responsible for informing the subcontractors of obligations in the present description of special conditions and terms that concern them, and will be responsible for their respect of those conditions.

ARTICLE 13 – RESPONSIBILITY FOR ENTRUSTED GOODS

- 13.1.** The Contract Holder will be responsible for all documents (text and image files as well as other documents) that are entrusted to them for the implementation of the services. All of these files remain the exclusive property of the EFA. As a consequence, the Contract Holder commits:
- to returning files in their final format 8 business days (at the latest) after publication

- where necessary, to returning original materials/objects to the publications department
- to a no-reuse policy for the data and work involved in the contract.

13.2. In the event of non-restitution or damage to goods belonging to the Public Body, the Public Body will decide on measures required for compensation. The non-presentation, non-restitution, deterioration or abusive use of goods entrusted by the Public Body constitute grounds for the termination of the Contract. These goods may be billed to the Contract Holder's company by the Public Body.

ARTICLE 14 – SUPERVISION

14.1. The Public Body reserves the right to inspect at any time the performance of services. With this in mind, the Contract Holder will make known the locations where services are performed and obtain free access to these locations for the supervising authority. This stipulation also applies to locations managed by subcontractors.

14.2. The Contract Holder will facilitate the supervisory mission of the EFA by placing at the EFA's disposal documentation, as well as necessary human and technical resources.

PRICES AND SETTLEMENT

ARTICLE 15 – CONTENT AND NATURE OF PRICES

15.1. There is no minimum or maximum amount for the Contract, which will be regulated by the unit prices in the Unit Price Lists quoted by the Contract Holder and attached to the “Acte d'engagement” (AE). These prices will apply for quantities of services that are implemented within the framework of the contract.

15.2. The prices are denominated in euros.

15.3. The Contract will be agreed for an initial price that is definitive. There is no mechanism for the review of prices. Prices shall be fixed and no subject to revision for the whole period of duration including renewals. Prices charged by the Contract Holder under the Contract shall not vary from the prices quoted in the Contractor's Tender(s) (Unit Price List attached to the letter of commitment).

15.4. Prices are quoted free of VAT. The applicable rate of VAT is the rate that applies when the Public Body is billed by the Contract Holder. The prices are considered to be all-inclusive, that is to say that they take into account all foreseeable constraints involved in the provision of services detailed in the procurement documents: notably technical meetings, site visits, costs relating to packaging, handling, insurance, storage, and the shipping of works to the delivery site, as well as all taxes and incidental taxes that may be imposed on services.

In the event of subcontracting, prices detailed in the Contract are deemed to cover the costs of coordination or inspection by the Contract Holder of services entrusted to a subcontractor, as well as any consequences of a failure to adequately monitor the execution of services by the subcontractor.

ARTICLE 16 – PAYMENT AND SETTLEMENT

16.1. Every order will be the subject of a detailed estimate based on the Unit Price List (UPL), which will be submitted for approval to the Contracting Authority.

16.2. Costs for the production of each work will be detailed in a separate itemized invoice. All invoices will include references to this Contract and to the relevant order form number.

16.3. Payment will be made in euro.

16.4. The designated accountant is the accountant of the École française d'Athènes.

ARTICLE 17 – PAYMENT ORDERS

Payment orders will be implemented within 30 days of receipt of bills deemed to be accurate by the Contracting Authority.

ARTICLE 18 – PRESENTATION OF REQUESTS FOR PAYMENT

18.1. Invoices relating to the Contract will be presented in duplicate, 1 original and 1 copy, and along with mention of relevant legislation will include the following details:

- name, statutory registration number and address of creditor;
- the creditor's bank account details as specified in the "Acte d'engagement" (letter of commitment);
- the number and date of the Contract and each of its amendments, as well as the date and number of the relevant order form;
- services provided;
- the amount due exclusive of VAT for the service provided, which may be adjusted or updated;
- the cost of ancillary services;
- the rate and amount of VAT (or the reason for exemption from VAT);
- the total amount for services provided.

18.2. The billing address is as follows: **EFA – Didotou 6, GR-10680 Athens**

18.3. Payment will be implemented in accordance with French public accounting regulations; the method of payment will be bank transfer following a 'mandat administratif' (government-issued payment order).

ARTICLE 19 – ADVANCE PAYMENTS

Not applicable.

DIVERSE PROVISIONS

ARTICLE 20 – LATE DELIVERY PENALTIES

20.1. In the event that time limits for works stipulated by the Contract are not respected, a penalty of 0.5 % of the amount (including tax) due for the service will apply for each day or commenced day of the period extending beyond the deadline. This penalty will apply following notification by registered mail with acknowledgement of receipt.

20.2. Where applicable, the supplier may cite reasons of *force majeure* to justify delays.

ARTICLE 21 – TERMINATION

- 21.1.** The Contracting Authority may, at any time, and regardless of any fault that might or might not be attributable to the Contract Holder, put an end to the implementation of services detailed in the Contract before their completion, with a decision to terminate the Contract. Termination will take effect on the date determined by the notification of this decision.
- 21.2.** With the exception of cases where termination results from the Contract Holder's death or incapacity, physical or otherwise, the receivership or liquidation of the Contract Holder, or following a request from the Contract Holder, or in the event of the Contract Holder's failure to honour the terms of the Contract, the Contract Holder has a right to compensation for damages that result from a decision to terminate the Contract.
- As a departure from article 32 of the CCAG/FCS, and along with cases detailed in article 32-1, the Contract may be terminated by the Contracting Authority with full liability assumed by the Contract Holder, and without any damages or compensation for the Contract Holder, if the Contracting Authority deems that the Contract Holder's services, respect for time limits or observance of financial obligations do not comply with the present SCT.
- 21.3.** The liquidation of the terminated Contract will take into account, completed services and services being implemented, which are accepted by the Contracting Authority.
- 21.4.** If the Contract Holder wishes to submit a claim for compensation, the claim must be duly justified and submitted in writing within one month of the notification termination.

ARTICLE 22 – PROVISION OF SUPPLIES AND SERVICES AT THE CONTRACT HOLDER'S RISK AND EXPENSE

- 22.1.** If the decision to terminate includes no express mention to the contrary, the Contracting Authority can invite a third party to take charge of the services detailed by the Contract at the risk and expense of the Contract Holder, either in case of the non-implementation by the Contract Holder of a service which, by nature, cannot be subject to delays, or in the event of the termination of the Contract consequential to the shortcomings of the Contract Holder.
- 22.2.** If it is not possible for the Contracting Authority to obtain, under acceptable conditions, services that are precisely in accordance with those foreseen by the clauses of Special Conditions and Terms, the Contracting Authority may substitute equivalent services.
- 22.3.** Although the Contract Holder for the terminated Contract is not eligible to take part in services performed at its expense and risk, it must nonetheless provide full information on methods and resources required to implement the initial contract that may be necessary to a third party mandated by the Contracting Authority to provide the remaining services.
- 22.4.** An increase in expense with regard to the prices detailed in the Contract that results from the performance of services at the expense and risk of the Contract Holder will be the responsibility of the Contract Holder. Any resultant reduction in expenses will not be of benefit to the Contract Holder.

ARTICLE 23 – PROTECTION OF LABOUR AND WORKING CONDITIONS

- 23.1.** The Contract Holder is obliged to respect laws and regulations on the protection of labour and working conditions that are in force in the country where the Contract Holder's workers are employed. Furthermore, the Contract Holder is also obliged to respect the provisions of eight conventions identified as "fundamental" by the International Labour Organisation (ILO)

where the stipulations of these conventions have not already been integrated in laws and regulations in the country where the Contract Holder's workers are employed.

- 23.2.** In the event of changes to legislation on the protection of labour and working conditions while the Contract is being implemented, modifications requested by the Contracting Authority with a view to compliance with these changes will be the subject of an amendment to be signed by the parties to the Contract.
- 23.3.** In response to particular conditions that pertain to the implementation of the Contract, the Contract Holder may address a request to the Contracting Authority to refer, with a statement of the Contracting authority's opinion, requests for exemptions detailed in the above mentioned laws and regulations.
- 23.4.** The Contract Holder will inform its subcontractors of their obligation to comply with the stipulations of the present article, and will be responsible for subcontractors' observance of these stipulations.

ARTICLE 24 – DISPUTES AND LITIGATION

- 24.1.** Disputes between the Contract Holder and the Contracting Authority or Contracting Authority's representative must be the subject of a written claim that will be submitted by the Contract Holder to the Contracting Authority within 30 days of the emergence of the dispute. Following the reception of the declaration of a dispute, the Contracting Authority will have two months in which to give notice of its decision. Within this period, the absence of a decision on the matter will be deemed to be equivalent to a rejection of the claim submitted by the Contract Holder.
- 24.2.** In the event of litigation resulting from the application of the Contract, the competent court will be the court with territorial jurisdiction.

ARTICLE 25 – EXEMPTIONS

Articles 10-4, 11-1, 14-3, 19-1, 21-2, 23-1 of the present SCT depart respectively from the articles 25, 19.1.1, 21.5, 14, 32 and 37 of the appendix to the CCAG-FCS (decree of January 19, 2009).

Signed in Athens on [date]

Read and approved

The Director of the École française d'Athènes

The supplier
(Date, stamp, signature)