

PUBLIC PROCUREMENT CONTRACT FOR INTELLECTUAL SERVICES

**SYNDICAT MIXTE DE
LA CITE INTERNATIONALE DE LA TAPISSERIE
ET DE L'ART TISSE**

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**CALL FOR PROJECT PROPOSALS FOR THE CREATION OF MAQUETTES
AND FOR THE FOLLOW-UP OF THEIR EXECUTION IN FULL AS A
WEAVING USING THE AUBUSSON TAPESTRY TECHNIQUE**

Public procurement contract following the amended procedure

Schedule of Special Administrative Provisions **(C.C.A.P.)**

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SCHEDULE OF SPECIAL ADMINISTRATIVE PROVISIONS (C.C.A.P)

Article 1: Purpose of the tender – general provisions

1.1 – Purpose of the contract

The provisions of the current Schedule of Specific Administrative Provisions (C.C.A.P.) relating to a:

Call for Project proposals for the creation of maquettes and for the monitoring of their execution in full as a weaving using the AUBUSSON tapestry technique.

The Cité internationale de la tapisserie et de l'art tissé is launching a call for project proposals for the production of an artwork to be woven by a weaver from Aubusson. The purpose of this call for project proposals, aside from the primary appeal of the artwork itself, is to:

- to give the revival of Aubusson tapestry a strong signal which can be read by professional key players in contemporary art, by its audiences and beyond by the wider public, whilst expanding the Museum's funds,
- to identify and foster talent and in particular young talent, enabling innovative uses to be identified through creation and innovation and to reposition Aubusson tapestry within the field of contemporary art, in conjunction with its stakeholders and particularly galleries and in partnership with distribution mechanisms (art centres, museums, FRAC [Regional Fund for Contemporary Art], associations, artist residencies, etc.),
- to support production activity nationally and facilitate a growing professional dynamic for young graduates in heddle-setting training.
- to take advantage of the design and production phases of these contemporary tapestries to promote the creation work conducted at Aubusson and to enhance the approach led around the hosting and formalising of know-how regarding Aubusson tapestry, under UNESCO's Intangible cultural heritage of humanity label.

1.2 – Purpose of the call for project proposals

The aim of the call for project proposals is to enable the Cité Internationale de la Tapisserie et de l'Art Tissé to acquire mock-ups which shall enable them to be fully produced in Aubusson tapestry and to enable the complete production of these weavings to be followed up by the prize-winners.

1.3 – Division into lots

It is not intended for this contract to be divided into tranches or lots.

1.4 – Place of execution

The artists/practitioners who participate in these calls for project proposals are required to be present in Aubusson on a regular basis for the duration of the commission (see article 9 of the CCTP).

Article 2: Documents to be provided as part of the application

In the first stage of the selection, candidates should compile an application dossier to include the following documents:

- documentary evidence of their capacity to compete (e.g. affiliate membership of the Maison des artistes, proof of social contributions, proof of appropriate professional status...);
- a covering letter from the artist/practitioner, accompanied by the application (CV + references) and a description of the intended artwork;
- a list with photographs, publications or monographs of the candidate's principal references;
- one or more documents: preliminary maquette, cartoon, photograph, drawing, or computer graphics, etc. depicting or sketching out the proposed artwork.

In the final selection stage, candidates must unconditionally accept the terms and conditions presented in the following documents:

- the Schedule of Special Technical Provisions (C.C.T.P., attached to the tender dossier);
- this Schedule of Special Administrative Provisions (C.C.A.P.);
- the Rules for the Consultation (R.C.), attached to the tender dossier);
- the Regulation Frame of the Fonds régional pour la création de tapisseries contemporaines as adopted by Decision No. 2016-40 of the Comité syndical of the Syndicat mixte de la Cité internationale de la tapisserie et de l'art tissé dated 13 May 2016.

As constituent parts of the tender dossier, these documents should be initialled, dated and signed by the twelve candidates.

The twelve candidates admitted to the final selection stage must additionally provide the following documents:

- undertaking of commitment (A.E., attached to tender dossier), completed, dated and signed;
- the schedule of general administrative provisions in respect of intellectual services, initialled, dated and signed, using the version available on the following website:
<http://www.legifrance.gouv.fr/affichTexte.do?cidTexte=LEGITEXT000006062802&dateTexte=20110525>
- the candidature declaration forms (DC) available on the following website:
http://www.economie.gouv.fr/directions_services/daj/marches_publics/formulaires/DC/daj_dc.htm
 - form DC1 - letter of candidature – authorization of agent by co-contractors (formerly DC4), as well as providing the authorization, this document should be signed by hand in the original by all co-contractors. The document should include details of the team involved and should unambiguously indicate which individual(s) within the team are authorized to sign tender documents;
 - form DC2 – declaration of the individual candidate or member of the team (formerly DC5);
 - form DC4 in the case of sub-contracting – Declaration of sub-contracting (formerly DC13);
- « NOTI » forms (formerly DC 6 and DC7) available on the following website:
http://www.economie.gouv.fr/directions_services/daj/marches_publics/formulaires/NOTI/daj_noti.htm
 - Information relating to the successful candidate – « NOTI 1 » (formerly DC6), to be completed by a representative of the candidate's tax office;
 - Annual statement of certificates received – « NOTI 2 » (formerly DC7), to be completed by a representative of the candidate's tax office.

In cases of co-contracting or sub-contracting:

In cases where tenders are presented by a team, the tender should include:

- for each co-contractor or sub-contractor: all documents required in the above provisions,
- a written undertaking from the other economic operators involved, in which a commitment should be given that their skills/capacities will be fully available to the representative of the tender for the purposes of the execution of the tender. This undertaking can be submitted on form DC1 as required by point 2 above.

Article 3: Duration of procurement contract

The duration of the procurement contract is two years from the date of notification of the contract to the award holders in 1st and 2nd place up until the end of the final selection stage and 30 months for the 10 creators not receiving an award whose maquettes and digital files are available.

Article 4: Conditions relating to the execution of services

4.1 – General provisions

The services provided must conform to the stipulations of the procurement contract and specifically to the technical provisions outlined in the CCTP.

4.2 – Social measures – Application of employment regulations

Award holders are subject to legal obligations and regulations governing protection of the workforce and employment conditions.

In cases of tenders submitted by teams, it will be the responsibility of the representative of the tender to ensure with all due diligence that all co-contractors meet these obligations.

Article 5: Auditing and receipt

5.1 – Auditing procedures in respect of services

In line with article 26 of the CCAG PI, the services covered by the procurement contract are subject to quantitative and qualitative auditing with a view to confirming that they fulfil the stipulations of the procurement contract. In particular they will be audited in line with the criteria described in article 3 of the Schedule of Special Technical Provisions.

5.2 – Receipt

If the Contracting Authority does not acknowledge receipt within 2 months, tenders should be held to have been received.

Article 6: Funding and security provisions

6.1 – Financial guarantee

No provision for financial guarantee will be applied.

6.2 – Schedule of part-payments for the provision of services

- announcement, by the Chairman of the Jury, of the award winners of the call for project proposals: 50% of the award to be disbursed;
- meeting with the successful weaver to discuss the next stage and further developments: 15% of the award to be disbursed;
- meeting whilst the weaving is in process: 15% of the award to be disbursed;
- the 'tombée de métier' event (cutting the threads on completion of the tapestry) and on hanging the work: 20% of the award to be disbursed.

The chosen artists/designers may also be requested to take part in PR organised by the Cité internationale de la tapisserie et de l'art tissé, in respect of the national and international media and more generally art professionals, as well as awareness raising events and workshops aimed at the wider public and educational groups.

The scheduling of the attendance of the artists/designers at these events will be organised in consultation with them.

6.3 – Financial guarantees in respect of advance payments

No financial guarantee will be required of the award winner in respect of advance payments.

Article 7: Contractual awards

7.1 – Features of the awards made

Awards will be made to the chosen candidates according to the following conditions and at the following rates:

7.1.1 Candidates who are not selected following the submission of their dossiers: no award.

7.1.2. Award-winning candidates: sum awarded in respect of the transfer of rights as described in article 16 of the current Schedule of Special Technical Provisions: 1st prize € 25,000 incl. tax; 2nd prize € 15,000 incl. tax.

7.1.3. Non-award winning candidates: sum awarded in respect of the transfer of rights, as described in article 16 of the current Schedule of Specific Technical Provisions: € 1,000 incl. tax.

7.1.4. Candidates selected following submission of their dossiers but whose maquettes are rejected: - Reason: insufficient minimum mark (40% of total mark): € 5,000 incl. tax.
- Reason: maquette not returned: no remuneration

7.2 – Types of awards

The awards are fixed and cannot be revised.

The awards should be understood to cover all financial and other expenses, costs associated with packaging, storage, wrapping, insurance and transport to the delivery destination, as well as all

other expenditure necessary to the execution of the services (travel costs, overnight costs, subsistence costs...).

Article 8: Payment arrangements

8.1 – Payments on account and final part-payments

The schedule of payments in respect of the provision of services is stipulated in article 6.2 of the current C.C.A.P.

8.2 – Presentation of invoices

Invoices and other requests for payment should be dated and sent to the following address:

**SYNDICAT MIXTE DE LA CITE INTERNATIONALE
DE LA TAPISSERIE ET DE L'ART TISSE
Rue des Arts – BP89
23200 AUBUSSON**

8.3 – Method of payment

The services which are the object of the current procurement contract will be remunerated according to the terms and conditions determined by public accounting regulations.

Sums due will be paid after a total of 30 days following receipt of invoices or equivalent requests for payment.

8.4 – Applying value added tax

The total sum of money disbursed to award winners is calculated to include the applicable rate of VAT at the time of determining the part payments.

8.5 – Interest on outstanding awards

The rate of interest on outstanding awards shall be equal to the rate of interest applied to its most recent main refinancing operations by the Central European Bank carried out before the first calendar day of the half-year in question in the course of which the interest on the sum shall have started to be applied, plus seven percentage points.

Article 9: Penalties

By way of derogation from article 14 of the C.C.A.G.- P.I., where there is a failure to meet the specified obligations, the award winner(s) may be subject to a penalty.
The amount of the penalty is fixed at 5 % of the remuneration received or to be received.

Article 10: Insurance

The applicable stipulations of article 9 of the C.C.A.G.-P.I. are:

The award winner must take out insurance to guarantee his/her responsibility in respect of the contracting authority and of third parties, victims of accidents or damage caused in the course of the provision of services.

The award winner must prove, within fifteen days of being notified of the awarding of the procurement contract and prior to any commencement of its execution, that he/she has taken out insurance, in the form of a certificate determining the extent of his/her guaranteed responsibility.

The award winner must at all times during the execution of the procurement contract be able to produce this certificate on the demand of the contracting authority, within fifteen days of receipt of the demand.

Article 11: Rights and obligations

11.1 – Obligation to maintain confidentiality

In line with article 5.1 of the C.C.A.G.-P.I, if whilst executing the current procurement contract, information comes to the knowledge of the award winner and the contracting authority, or they receive documents or information of any nature deemed to be of a confidential nature relating to the execution of the artwork, in respect of the provision of services by the award winner or the contracting authority, they are required to take all necessary measures to ensure that the information or documents are not divulged to any third party who should not know about them. A party may only demand that information or documents remain confidential where they have made them public themselves.

11.2 – Security measures

The award winner is obligated to comply with security measures in force at the place of execution of the services.

11.3 – Transfer of property rights

The service provider(s) agree(s) not to disseminate the maquette for the artwork before the execution of the current procurement contract and not to reproduce it for purposes other than originally laid down in the C.C.T.P.

11.4 – Intellectual property

The provisions relating to intellectual property are detailed in article 16 of the Schedule of Special Technical Provisions (C.C.T.P.).

Article 12: Termination of the contract

In respect of the termination of the contract, the stipulations of the C.C.A.G.-PI are applicable.

They apply equally where the award winner does not supply the documents and proofs demanded in line with article D.8222.5 of the Labour Code within the timescale specified therein (that is, every six months during the entire length of the execution of the procurement contract).

Article 13: Applicable law

In the event of litigation, the laws of France shall be solely applicable. The French courts shall have sole jurisdiction, in the first instance, the court of first instance being the Administrative Court of Limoges.

If the offices of the award winner are located in another country of the European Union without a base in France, he/she should produce invoices ex VAT and shall have the right to be provided with a unique taxpayer identification number by the tax administration.

Article 14: Derogations from C.C.A.G.-P.I.

Article 2 derogates from article 4.1 of the CCAG PI.