



ÉTABLISSEMENT
EN GESTION DIRECTE



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à l'étranger

AGENCE POUR L'ENSEIGNEMENT FRANÇAIS A L'ÉTRANGER

LYCEE FRANÇAIS VAN GOGH DE LA HAYE

SPECIAL TERMS OF CONTRACT (STC)

OPERATION:

***Attic conversion of the French Lycée Vincent van Gogh located
in Amsterdam, Rustenburgerstraat 246***

I- ADMINISTRATIVE CLAUSES

ARTICLE 1 - SUBJECT OF THE CONTRACT – GENERAL CHARACTERISTICS

1.1 Subject of the contract.

This consultation concerns the award of an adapted procedure contract to carry out the conversion work of the attic room of the French Lycée Vincent van Gogh located in Amsterdam, Rustenburgerstraat 246.

1.2 Contract holder.

The characteristics of the contract holder, referred to in this STC under the name "the company", are specified in article 2 of the pledge of commitment.

1.3 Content of the assignment.

The Lycée Français Vincent Van Gogh located at 246 Rustenburgerstraat in Amsterdam is a primary school dedicated to the education and development of children.

The attic space of the school is currently unused, and its conversion will meet the growing needs for space and pedagogical facilities.

The French Lycée Vincent van Gogh wishes to carry out the work to convert the attic space by creating an additional classroom compliant with educational standards, and a library.

The work must be carried outside school time to ensure minimal disruption to the operation of the establishment.

The works can start **from June 30th 2025** and must imperatively be delivered by **October 31st 2025**.

The company is considered to have a perfect knowledge of all the administrative and regulatory contexts in the Netherlands and the city of Amsterdam necessary to carry out its mission.

The selected company must ensure good cooperation and communication with the town hall which owns the building, in order to ensure continuity of relations.

In conclusion, the mission entrusted to the holder will allow the delivery of the premises in good working order suitable for the use of the owner as defined in the technical clauses of this operation.

ARTICLE 2 - COMPOSITION OF THE CONTRACT.

The constituent parts of the contract are as follows:

- The Pledge of Commitment (PC) and its attached estimate,
- The Special Terms of Contract (STC),
- The Bidding Terms Conditions (BTC),
- The Technische omschrijving and accompanying appendices (TO)

- The General Conditions of Contracting Work (AVA)

In the event of any contradiction or difference between the constituent parts of the contract, these parts prevail in the order in which they are listed above.

The consultation file is available in English and Dutch, all technical documentation (Technische Omschrijving and accompanying appendices) are in Dutch and **the contractual documents to be signed are in English.**

ARTICLE 3 - PRICE

The transaction price defined in the accepted offer in accordance with the STC is firm and not subject to revision, unless requested by the Lycée Français Vincent van Gogh.

The prices are in euros.

The offers are expressed in amounts exclusive of tax (HT) and all taxes included (TTC).

ARTICLE 4 - COMMITMENTS

The company is committed to:

- respect the specifications
- to keep the work schedule
- not to exceed the accepted financial envelope

ARTICLE 5- ACCEPTANCE OF WORK

Acceptance is the act by which the Lycée accepts, with or without reservations, the work carried out under the conditions defined in the technical clauses of the TO.

It is specified that the reception is carried out at the end of all the work.

ARTICLE 5 - PAYMENT

Payments will be made by the Lycée upon presentation of invoices established according to the following schedule:

- 30% on order
- 30% in 2 installments proportional to progress of works
- 10% on final delivery, after approval of

Invoices should be sent by email to the following addresses:

daf@lyceevangogh.nl
t.guenot@lyceevangogh.nl

Please note that no invoices will be paid during July and August due to the holiday of the financial service.

ARTICLE 6 - GUARANTEE AND INSURANCE

The applicable rules to this contract are those of public policy in the Netherlands.

ARTICLE 7 - SETTLEMENT OF DISPUTES AND LITIGATIONS - COMPETENT COURT

The parties recognize the jurisdiction of Amsterdam Tribunal to settle any disputes arising in the performance of this contract.

II. TECHNICAL CLAUSES

CONTEXT

The Lycée Français Vincent Van Gogh located at 246 Rustenburgerstraat in Amsterdam is a primary school dedicated to the education and development of children aged 3 to 12. The attic space of the school is currently unused, and its conversion will meet the growing needs for space and pedagogical facilities.

GOAL

The main objectives of this attic conversion project are as follows:

- insulation of the entire attic level
- reinforcement of the attic floor, restricted to the area of the new educational spaces
- replacement of the existing staircase with a fire protection standard conform staircase
- create an additional classrooms compliant with current educational standards
- create a new space to be used as a library and multifunctional room
- creating new openings in the roof
- realization of all necessary installations required for the proper functioning of the spaces (electrical, data, heating, ventilation, sanitary, etc.)

The work delivery date is set for October 31st, 2025.

PROCESS

Compliance with Operational Constraints and Safety Measures

1. Respect for School Schedules and Activities

- a. The Contractor shall ensure that all work is planned and executed in accordance with the school schedule, minimizing disruptions to students and staff.
- b. Work shall, as much as possible, be conducted outside of after-school program hours.
- c. The Contractor shall take into account recess times and the shared use of the yard with the DALTON school to avoid interference with school activities.

2. Safety, Security, and Evacuation Measures

- a. The Contractor shall adhere to all safety regulations, ensuring the protection of students, school personnel, and workers.
- b. Emergency evacuation routes shall remain unobstructed at all times.
- c. The Contractor shall coordinate with school authorities regarding emergency procedures and protocols.

3. Cleanliness and Waste Management

- a. The Contractor shall ensure that work areas remain clean and free of hazards at all times.
- b. Waste shall be managed efficiently, with designated disposal areas and regular removal schedules.
- c. The Contractor shall implement environmentally responsible waste management practices where applicable.

4. Prohibited Activities

- a. Smoking is strictly prohibited on the premises.
- b. The Contractor shall avoid activities that pose a risk or cause undue disruption to school operations.

5. Installation and Equipment Management

- a. Any temporary installations shall be placed in a manner that ensures accessibility and safety.
- b. The Contractor shall take all necessary precautions to minimize noise and other disturbances that could interfere with learning activities.

PENALTIES

General Principle

The Contractor acknowledges the importance of adhering to contractual commitments regarding quality, planning, and budget. In the event of non-compliance with these obligations, penalties shall be imposed as set forth in this article, without prejudice to the Client's right to claim additional damages.

- **Penalties for Quality Non-Compliance**

- a. The Contractor shall deliver work that meets the agreed quality standards, technical specifications, and applicable regulations.
- b. In the event of defects, non-conformities, or failure to meet quality requirements, the Contractor shall be required to remedy the deficiencies at its own cost within a period specified by the Client.

- **Penalties for Delays in Planning**

- a. The Contractor shall adhere to the agreed project timeline and milestones as outlined in the contract.
- b. In the event of unjustified delays attributable to the Contractor, a penalty of **0.025% per day of delay** shall be imposed beyond the contractual deadline.

- **Penalties for Budget Overruns**

- a. The Contractor shall complete the work within the agreed budget, except in cases of Client-approved variations or unforeseen circumstances beyond the Contractor's control.

- **Application and Enforcement of Penalties**
 - a. The Client shall notify the Contractor in writing of any non-compliance and provide a reasonable period to remedy the issue before imposing penalties.
 - b. Penalties shall be automatically deducted from payments due to the Contractor or invoiced separately if necessary.
 - c. The imposition of penalties does not relieve the Contractor of its obligations to complete the work as agreed.
- **Force Majeure Exception**

No penalties shall apply if delays, quality issues, or budget overruns result from force majeure events, provided that the Contractor promptly notifies the Client and takes reasonable measures to mitigate the impact.

The Hague,

The contracting authority

The contract holder