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Main category:

Services

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(Intitulé => report de l'objet de la consultation)

**Conducting of a Field Survey in Ethiopia and
Associated Services**

Applicable Schedule of General Administrative
Specifications (*cahier des clauses administratives
générales* [CCAG]): General Supplies and Services
(*fournitures courantes et services* [FCS])

**Cahier des Clauses Administratives Particulières/
Schedule of Special Specifications**

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Article 1 - Subject of the Invitation to Tender

The subject of this framework agreement is the preparation and conducting of household surveys in Ethiopia and related services on behalf of the University of Bordeaux, in accordance with the provisions of the SSTs.

Article 2 - Contractual documents

This article derogates from Article 4 of the CCAG-FCS.

The contract is made up of the contractual documents listed below, in their French version, in descending order of priority:

- Tender document
- The requirements of the contracting authority set out in Annex 1 (Unit Price List) , 2 (technical response form) to the tender document and annex 3 (confidentiality – RGPD),
- This Schedule of Special Specifications (SSS)
- The Schedule of Special Technical Specifications (SSTS),
- The Schedule of General Administrative Specifications (*cahier des clauses administratives générales* [C.C.A.G.]) applicable to supplies and services contracts approved by the decree of 30 March 2021
- The contractor's financial response to the Unit Price List;
- The contractor's technical response to the TRF;

Only the copies kept by the contracting authority shall be deemed authentic.

In the event of any inconsistencies, the documents and their contents shall take precedence in the order in which they are listed above. Any clause included in any of the contractor's catalogue(s), price list(s) or documentation that is contrary to the provisions of the documents that make up the contract shall be deemed unwritten. The contractor's general terms and conditions of sale are affected by this provision.

Important note: As a reminder of the information provided in the Invitation to Tender Regulations, the English translations provided for ease of understanding do not form part of the contract.

2.1 Form, division into lots, maximum amounts and ranking of contractors

The contract takes the form of a mixed framework agreement **awarded to multiple contractors**:

- Performance primarily by means of **purchase orders** issued as required, **the prices of which are defined in the Unit Price List (UPL), Annex 1 to the tender document (UPL)**.
- Performance on a subsidiary basis through **subsequent contracts** concluded as required for the performance of services, **the prices of which are not defined in Annex 1 to the tender document (UPL)**.

This framework agreement comprises a single lot with no minimum amount but with **a maximum amount of € 3,000,000 excluding VAT** for the term of the framework agreement.

In no event does the maximum amount constitute a commitment by the contracting authority.

The framework agreement will be awarded to a maximum of three (3) contractors (provided a sufficient number of compliant applications and tenders are received).

2.2 Term of the contract

The term of this contract shall run from the date of its notification for a set term of **four (4) years**.

Purchase orders may be issued starting from this notification up to the last day of the framework agreement. They shall remain valid for a maximum of twelve (12) months.

Subsequent contracts based on the framework agreement may be concluded up to its last day.

Each subsequent contract shall be awarded as required for a maximum period of twelve (12) months, unless otherwise specified in the subsequent contract.

The contractor is contractually bound by the commitments entered into with the university, even if the services are provided after the end date of the framework agreement.

2.3 Terms and Conditions for implementing the framework agreement

Purchase orders:

The conducting of surveys will mainly be commissioned by purchase order for all services covered by the Unit Price List.

These purchase orders are awarded on a priority basis to the contractor ranked 1st in the invitation to tender for the framework agreement.

If this contractor is unable to meet the specified requirement by the stated deadline, it will notify the representative of the contracting authority within no more than 24 working days from being notified of the request. The contracting authority will then call on the next highest-ranked contractor

This process will continue in order if the contractor asked is also unable to fulfil the requirement.

The contractor will be notified of the purchase orders before commencing fulfilment thereof. They must include:

- The framework agreement number
- The purchase order's legal commitment number and date
- Details of the ordered services and associated quantities
- The total amount incl. VAT.

Subsequent contracts:

In the event that additional services are required following notification of a purchase order to a given contractor, only this contractor will be asked to submit a technical and financial proposal which, if it meets the requirements, will result in notification of a subsequent contract.

The contractor asked is obliged to respond. It will be consulted by email and will have a maximum of 5 working days to submit its proposal by email.

The offer submitted must include a description of the services and a detailed breakdown of the associated prices.

The subsequent contract shall take the form of a simple order, which will be deemed signed by both parties if the contractor has not contested it within twenty-four (24) hours of its notification.

The notification will be sent by email and the contractor must acknowledge receipt before any work commences.

2.4 Procedure for notifying the contractor

Requests and purchase orders shall be notified to the contractor by email, with the date of dispatch being deemed the date of notification (for this reason the contractor is advised to systematically acknowledge receipt of any request/order which they receive).

2.5 Prices

2.5.1 Prices – content

In accordance with Article 10 of the CCAG-FCS, the prices are deemed to include all expenses resulting from the performance of the services, including, in particular, all costs, charges, taxes, interviewers' salaries, administrative costs and security-related costs. No additional charges will be accepted for services covered by the UPL and for which a purchase order is issued.

Similarly, no additional charges may be added for additional services after acceptance of the proposed quote and notification of the order constituting a subsequent contract.

2.5.2 Prices matrix

Purchase orders:

The prices defined in the UPL are unitary and firm for the duration of the framework agreement.

It should be noted that the prices per household must include all the elements necessary for the perfect execution of the services ordered, in compliance with the provisions of the SSTs/CCTP.

Subsequent contract:

Prices are unitary and firm for the duration of the subsequent contracts.

It should be noted that the prices of additional services must include all the elements necessary for the perfect execution of the services ordered, in compliance with the provisions of the SSTs and the request specifically addressed to the contractor.

2.6 Checks and acceptance

Actions to check the services shall be carried out under the conditions defined in Article 27 of the CCAG-FCS. The contractor is required to notify the contracting authority in writing of the date from which the services may be put forward for these checks. By way of derogation from Article 27.3 of the CCAG-FCS, the contractor shall not be notified of the date of these checks.

The services will be accepted by the University's research team, who will validate their compliance with the criteria set out in the specifications. This validation will result in the payment of the final balance of the purchase order amount after the field surveys in Ethiopia have been completed.

2.7 Financial performance of the contract

2.7.1 Advance payment upon order

Unless the contractor expressly waives this right in the framework agreement, an advance payment of 40% of the total amount including VAT of the purchase order or subsequent contract concluded as required shall be paid under the conditions defined in Articles R2191-3 et seq. of the French Public Procurement Code, when the amount of that subsequent contract concluded as required or purchase order exceeds €50,000 excluding VAT and its performance period exceeds two months.

Repayment of the advance:

- Deducted from the amounts due to the contractor when the value of the services performed by the contractor reaches 65% of the advance payment.
- Must be completed when the value of the services performed by the contractor reaches 80% of the total amount of services, including VAT.

This advance payment will be used to cover the costs of carrying out the field survey (training, logistics, security costs, etc.).

2.7.2 Interim payment

Purchase orders:

An instalment of forty percent (**40%**) of the total amount of the purchase order shall be paid upon completion of half of the service. The instalment shall be paid upon request by the contractor after express acceptance by the research team responsible for managing and monitoring the services, who will have duly verified in advance that the amount of the instalment corresponds to the level of performance of the service. For each request for payment of an instalment, the contractor shall attach to its invoice all documents validating the services actually provided.

Subsequent contract:

No advance payment will be made for services additional to the initial purchase order.

2.7.3 Final balance

The balance of the total amount of the purchase order will be paid only after **acceptance of the services** following the complete collection of field data and validation of this by the University of Bordeaux research team. This acceptance, which is a prerequisite for final payment, certifies that the services have been performed in accordance with the requirements of the purchase order.

2.7.4 Invoicing

Invoices may only be issued for the services stated in the contract.

Information that must be shown on the invoices

All invoices must include the following address:

Université de Bordeaux
Service facturier
146 rue Léo Saignat
Bâtiment ED-CS 61292
33076 Bordeaux cedex

In addition, invoices must include:

- The reference number of the framework agreement (number shown on the cover page of this document)
- The legal commitment number corresponding to the purchase order or subsequent contract;
- The full name and address of the recipient of the deliveries made and services provided

- The issue date
- The exact description of the services for which payment is requested in accordance with the provisions of Articles 2.6.2 and 2.6.3 above;
- Details of the amounts excluding VAT and VAT rates applicable in the country where the services are provided;

Invoices that fail to reference a University of Bordeaux legal commitment number will not be taken into consideration.

Submission of invoices

*Invoices must be submitted on the **CHORUS PRO** portal. Failure to do so will mean that the invoices will not be taken into consideration.*

To do this, your electronic invoices can be sent to the University of Bordeaux after your company has been registered on the Chorus Pro portal, and must include the following information:

- *The SIRET number, which will identify the University of Bordeaux as the invoice recipient: 13001835100010*
- *The legal commitment number provided to you by the University of Bordeaux after notification of the purchase order or order valid as a subsequent contract.*

*For more information, visit **<https://communaute.chorus-pro.gouv.fr/>**, the website dedicated to electronic invoicing.*

2.7.5 Payment system

The sums owed for performance of this contract shall be paid within no more than thirty (30) days pursuant to Articles 2192-10 et seq. of the French Public Procurement Code.

This total payment period starts from the date on which the invoice is received, provided that the invoice has been sent as per the conditions set out in this document. If this is not the case, the period starts from the date on which these conditions are deemed met.

This period may be suspended subject to the conditions set out in the regulations.

If the total payment period is exceeded, default interest shall become payable in accordance with the provisions of Articles R2192-31 et seq. of the French Public Procurement Code.

Payment shall be made by bank transfer.

2.8 Penalties for delays

2.8.1 Delays

This article derogates from Article 14 of the CCAG/FCS.

The service provider shall incur, without prior notice or the option to waive this provision, a penalty calculated by applying the following formulae, in which:

- P = penalty amount excluding VAT,
- V = amount of the overdue service or part of the service, excluding VAT (according to the breakdown of total and fixed prices),
- R = number of days of delay, as counted from the day following the contractual deadline.

TYPE OF PENALTIES	UNIT OF ACCOUNT	CALCULATION METHOD OR NET AMOUNT	CEILING
1) Purchase order and request for quotation: No response	If no response is received	€ 100	€1000
2) Failure to comply with contractual deadlines for conducting a survey (exceeding the maximum 16 weeks)	Per day beyond deadline	$P = \frac{V \times R}{1000}$	10% of the order amount
3) Delay in supplying the collected data (except in the case of force majeure*)	Per day beyond deadline when data is not transmitted	€500	10% of the total of the purchase orders
4) Failure to comply with confidentiality and data security obligations	Per incident reported	€1000	€5000

**In the case of force majeure: Events of an unforeseeable, unavoidable nature which are beyond the parties' control such as major weather events and natural disasters (hurricanes, earthquakes, etc.), wars, riots, fuel shortages, health crises that make it impossible to interview households on site, etc.*

2.9 Law applicable in the country where the service is provided

The contractor is deemed to fully comply with the regulations in force in the country where the service is provided. In light of this, the contractor undertakes to fulfil all obligations and formalities imposed in that country in all possible areas. In the event of a breach of these rules, the University shall not be held liable.

2.10 Insurance

In accordance with the provisions of Article 9 of the CCAG-FCS, all contractors must take out insurance to cover their liability towards the contracting authority and third parties who are victims of accidents or damage caused by the performance of the services (liability arising from Articles 1240–1242 of the French Civil Code and the law in force in the country where the services are performed).

Upon notification of the contract and before commencing work, all contractors must therefore prove that they hold insurance policies by means of a certificate laying out the scope of the liability covered.

The contractor must be able to produce this certificate at any time during the performance of the contract, and within 15 days of receiving the request to do so.

The contractor shall be liable, **both under common law and under its contractual obligations**, for damages of any kind that it, its employees, the University, the University staff or third parties may suffer or that their property may sustain in relation to the performance of the framework agreement.

2.11 Law – language

In the event of a dispute between the parties (as defined in Articles 1 and 2 of the tender document) in the performance of this framework agreement, French law shall apply exclusively. The Administrative Court of Bordeaux shall have sole jurisdiction.

Unless otherwise specified in the Schedule of Special Specifications (SSS), the correspondence relating to the contract shall be written in French and addressed to the President of the University of Bordeaux, the authority representing the contracting authority.

2.12 Confidentiality and protection of personal data

2.12.1 Confidentiality

The contractor is bound by professional secrecy with regard to all information and documents to which they may have access in the course of performing the service(s) (confidentiality does not apply to public information and documents).

The nature of the services provided under this framework agreement may give the contractor access to highly confidential data. The contractor is bound to take all necessary measures to prevent confidential information from being disclosed to any third party who does not need to know it.

The contractor undertakes to ensure that these provisions are complied with by its staff and employees.

Should this obligation be breached, and regardless of any criminal penalties that may be incurred, the contract may be terminated to the sole detriment of the contractor.

These obligations shall continue to apply after this contract has been completed for a period of ten (10) years from the expiry date of the purchase order.

2.12.2 Protection of personal data

The contractor undertakes to strictly comply with the regulations in force relating to the protection of personal data, particularly the General Data Protection Regulation (GDPR), and the regulations in force in the country where the service is provided. In this regard the contractor shall ensure that:

- The contracting authority is informed (via the research teams responsible for monitoring the performance of the services) of any specific features and constraints relating to the regulations of the country of performance;
- Ethical rules are complied with and the confidentiality, integrity and security of the collected data are guaranteed by implementing all appropriate technical and organisational measures to prevent any disclosure, loss or unauthorised access.

Furthermore, through all the precautions taken by the contractor and preparatory steps it will have carried out prior to the performance of the services, the contractor must guarantee the University of Bordeaux the freedom to manage and use the data exclusively within the framework of the research programmes for which it is collected, and in direct connection with expected purposes.

The contractor therefore undertakes to obtain the consent of all the households interviewed for the use of the data collected and its transfer outside the country where the services are provided.

In its tender submitted under this framework agreement, the contractor shall provide a statement (annex to the Schedule of Special Specifications (SSS): Protection of personal data) in which it undertakes to perform the services in accordance with this article.

2.13 Sustainable development

In order to limit the adverse effects of the implementation of the framework agreement on the environment, Article L.2112-2 of the French Public Procurement Code shall apply. To this end and with this objective in mind:

- The contractor shall specify in its tender the procedures it will implement during the performance of the contract. (See in particular Section F4 of the technical response framework)
- A specific criterion for the evaluation of tenders has been set out in the Invitation to Tender Regulations.

2.14 Termination

The contracting authority may terminate this contract in accordance with Chapter VII of the CCAG/FCS.

2.15 Review clause

2.15.1 Review by unilateral decision of the contracting authority

Pursuant to the provisions of Articles R2194-1 et seq. of the French Public Procurement Code, contractual clauses may be reviewed by unilateral decision of the contracting authority in the following cases:

- In the event that purely material errors affecting the contractual documents of the framework agreement or subsequent contracts awarded on the basis thereof are rectified, the corrected documents will replace the previous ones
- In the event of regulatory changes involving the modification of certain provisions contained in the contractual documents listed in Article 2 above, provided that these modifications do not result in additional costs.

The modified documents shall become enforceable as soon as the contractor is notified in this regard.

2.15.2 Review by amendment

In all other cases, if the parties come to an agreement, the review of the contractual provisions may result in an amendment being drawn up. The amended contractual provisions shall come into force as soon as the contractor is notified in this regard.

The following changes shall be subject to review by amendment:

- Changes covered by the provisions of Articles R2194-1 to 9 of the French Public Procurement Code, except in the case of review by unilateral decision
- Changes affecting the contractor's legal entity, in particular mergers, demergers, takeovers, acquisitions, changes to the company and, in the case of corporate groups, changes to the composition thereof
- Changes linked to restructuring operations of the contractor
- Changes in the contractor's areas of responsibility due to a definitive transfer of responsibility or temporary management mandate, resulting in management of the activity that forms the subject of the contract being entrusted to a third-party operator
- Transfer of the contract to a third-party operator
- Dissolution of the contractor with assets being taken over by a third-party operator

In any case, transferring the contract shall require the contracting authority's prior consent.

2.16 Derogations from the CCAG-FCS

Derogation shall be made from the clauses of the CCAG-FCS shown in the table below:

	Schedule of Special Specifications articles	CCAG-FCS articles
Contractual documents	2	4
Advance payment	2.7.1	11
Checks/Acceptance	2.6	27 and 28
Penalties for delays	2.8	14

Where there is a derogation from an article of the CCAG/FCS, all provisions of the CCAG/FCS that are not contrary to the derogation made in these Special Specifications shall apply.