

**SPECIAL TERMS AND CONDITIONS**

Public administrative institution (EPA)

**FRENCH BIODIVERSITY AGENCY**

**General Management / Deputy General Management Resources – Finance Department:**

**Public Procurement Department**

12, Cours Louis Lumière – 94300 VINCENNES

**DGD PCE – Policy, Knowledge, Expertise**

Research and Scientific Support Department (DRAS)

**SUBJECT OF THE CONSULTATION:**

**2025-66**

**"Supply and delivery of animal geolocation devices and accessories in mainland France and overseas departments"**

Signing the contract constitutes acceptance of the provisions of the CCP.

**Open tender procedure in accordance with Articles**

**L.2124-1, L.2124-2, R.2124-1, R.2124-2, R.2161-2 to R.2161-5, R.2162-1 to R.2162-6, R.2162-13 and R.2162-14**

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# Article 1 – CONTEXT AND INTRODUCTION

The French Biodiversity Agency (OFB) is a public institution under the supervision of the Ministry of the Environment and the Ministry of Agriculture. It is dedicated to the preservation of biodiversity. With regard to terrestrial, aquatic and marine environments, it contributes to the monitoring, preservation, management and restoration of terrestrial, aquatic and marine biodiversity, as well as to the balanced and sustainable management of water in coordination with the national policy to combat global warming.

**The OFB is responsible for five complementary missions:**

* [environmental policing and wildlife health policing](https://ofb.gouv.fr/police-de-lenvironnement)
* [knowledge, research and expertise on species, environments and their uses](https://ofb.gouv.fr/connaissance-expertise)
* [support for the implementation of public policies](https://ofb.gouv.fr/appui-aux-politiques-publiques)
* [management and support for natural area managers](https://ofb.gouv.fr/gerer-et-restaurer-les-espaces-proteges)
* [support for stakeholders and mobilisation of society](https://ofb.gouv.fr/mobilisation-de-la-societe)

Developing knowledge and expertise on all aspects of nature is one of the main missions of the French Biodiversity Agency. A better understanding of species, environments, the services provided by biodiversity and the threats it faces is essential for protecting living organisms.

# Article 2 – PURPOSE OF THE FRAMEWORK AGREEMENT

This framework agreement covers the supply and delivery of animal geolocation devices and accessories in mainland France and the overseas departments.

# Article 3 – Procedure, form and scope of the contract

This consultation is a formalised procedure by open tender in accordance with Articles R.2124-2 and R2161-2 to R2161-5 of the Public Procurement Code.

The contract is a single-supplier framework agreement with purchase orders, unit prices, no minimum and a maximum amount, to be executed as purchase orders are issued in accordance with the provisions of Articles R. 2162-13 and R. 2162-14 of the said code.

Each lot gives rise to the conclusion of a separate single-supplier framework agreement.

Maximum total amount of the framework agreement: **€14,280,000 excluding VAT**, including any renewals.

Framework agreement divided into 61 (sixty-one) separate lots, broken down as follows:

|  |  |  |
| --- | --- | --- |
| **Lot No.** | **Separate lot titles** | **Maximum amounts in £ excluding VAT (including possible renewals)** |
| 1 | Solar VHF ≤ 0.2g for insects (e.g. pests/beneficial insects) | €80,000.00 |
| 2 | VHF < 0.4g for bats | €80,000 |
| 3 | Battery-powered VHF < 1.5g for passerines < 50g (white-throated mockingbird, Réunion bulbul) | €40,000 |
| 4 | VHF < 2g solar for Lagopède | €40,000 |
| 5 | Battery-powered VHF < 3g for passerines < 80g (starling) | €80,000 |
| 6 | VHF for European mink | €72,000 |
| 7 | VHF collar transmitters > 3 years old ≤ 20g for capercaillie | €80,000 |
| 8 | VHF < 30g for mountain ungulates | €60,000 |
| 9 | VHF < 50g for bears | €32,000 |
| 10 | VHF < 60g for deer, roe deer | €40,000 |
| 11 | Solar ARGOS ≤ 3g for turtle doves | €200,000 |
| 12 | GPS VHF ≤ 3.5g for Starling and Thrush | €80,000 |
| 13 | Solar-powered GSM GPS ≤ 3.5 g for waders and doves | €800,000 |
| 14 | Solar-powered GSM GPS for Eurasian jays | €80,000 |
| 15 | Solar-powered GSM GPS ≤6.5 g for rock ptarmigan, waders | €760,000 |
| 16 | Solar-powered VHF GPS ≤ 8 g for medium-sized land birds, including grey partridge | €120,000 |
| 17 | Solar-powered GSM GPS ≤ 8.5 g for rock ptarmigan | €320,000 |
| 18 | Solar-powered VHF/UHF GPS ≤8.5 for rock ptarmigan | €120,000 |
| 19 | Solar-powered GSM GPS ≤9.5g for teal, ptarmigan, woodcock | €800,000 |
| 20 | Mandatory GPS GSM and solar-powered VHF/UHF <10g for rock ptarmigan | €200,000 |
| 21 | Solar-powered UHF GPS with raw data ≤ 10g for rock ptarmigan | €80,000 |
| 22 | Rechargeable VHF UHF GPS ≤ 9.5g for woodcock, hazel grouse, black woodpecker | €100,000 |
| 23 | Rechargeable mains-powered VHF GPS ≤ 8g for black woodpecker, woodcock | €600,000 |
| 24 | Solar-powered GSM GPS with raw data ≤ 10g for rock ptarmigan, red-legged partridge, wood pigeon | €400,000 |
| 25 | Solar-powered GSM GPS ≤ 12g for curlews, pintails, corvids | €200,000 |
| 26 | Solar-powered GSM GPS ≤ 17g for pintail ducks | €280,000 |
| 27 | Solar-powered GSM GPS acc ≤ 13g for ducks | €320,000 |
| 28 | UHF GPS acc. ≤ 45g for capercaillies | €360,000 |
| 29 | Solar-powered GSM GPS 26g for Canada geese | €160,000 |
| 30 | Solar-powered GSM GPS ≤ 50g for griffon vultures and large scavenging birds of prey in the Pyrenees | €160,000 |
| 31 | VHF GPS ≤ 1.5g for bats | €360,000 |
| 32 | VHF GPS ≤ 3.5g for bats | €360,000 |
| 33 | GPS VHF for squirrels, brown rats, black rats ≤7g | €180,000.00 |
| 34 | VHF GPS for squirrels, brown rats, black rats ≤ 12g | €180,000 |
| 35 | VHF GPS for mongooses | €180,000 |
| 36 | GPS ear tags ≤ 22g for wild boar | €80,000 |
| 37 | VHF or UHF GPS transmitters ≤ 30g for mountain ungulates – young individuals – lambs, mouflons | €80,000 |
| 38 | VHF GPS ≤ 35g for polecats, European minks, American minks | €120,000 |
| 39 | VHF GPS ≤ 40g for wild rabbits | €200,000 |
| 40 | GPS VHF internal antenna acc ≤ 45g for Iberian hare, mountain hare | €80,000 |
| 41 | VHF or UHF GPS transmitters ≤ 50g for lowland ungulates – young individuals | €80,000 |
| 42 | VHF GSM GPS ≤ 60 g for Iberian hare, brown hare, European hare | €60,000 |
| 43 | GPS VHF internal antenna acc raw ≤ 90g for European hare | €400,000 |
| 44 | UHF GPS with internal antenna, gross weight ≤ 90g, for European hare | €400,000 |
| 45 | VHF or UHF solar-powered GPS ≤ 150g for mountain ungulates – young individuals | €400,000 |
| 46 | GSM GPS ≤ 180g for foxes | €140,000 |
| 47 | VHF GPS ≤ 200g for Renard | €240,000 |
| 48 | UHF GPS ≤ 200g for Renard | €240,000 |
| 49 | Store-on-board GPS for roe deer and chamois | €400,000 |
| 50 | GPS store-on-board for roe deer and chamois | €400,000 |
| 51 | Iridium GPS for lynxes | €120,000 |
| 52 | Remote-triggerable store-on-board drop-off GPS acc ≤ 410g for mountain ungulates | €600,000 |
| 53 | GPS store-on-board for deer | €400,000 |
| 54 | Store-on-board GPS ≤ 500g for sheep, cows, goats, dogs | €200,000 |
| 55 | Solar-powered UHF GPS transmitters ≤ 500g for mountain ungulates with transmission | €240,000 |
| 56 | Raw data store-on-board GPS ≤ 550g for mountain ungulates | €480,000 |
| 57 | Round iridium GPS ≤ 600g for wolves | €48,000 |
| 58 | Round iridium GPS ≤ 600g for Ourson | €48,000 |
| 59 | Raw iridium GPS ≤ 600g for mountain ungulates | €600,000 |
| 60 | Iridium GPS devices weighing ≤ 1000g for wild boar | €160,000 |
| 61 | Iridium GPS devices weighing ≤ 2000g for bears | €60,000.00 |
|  | **TOTAL EXCL. VAT** | **€14,280,000.00** |

Each lot is separate and gives rise to the conclusion of a separate single-attribute framework agreement.

# Article 4 – EXPECTED SERVICES

The services expected under the framework agreement include:

* the supply and delivery of animal geolocation devices and accessories, as described and specified in the technical description of the 61 lots; the successful tenderers are required to detail the various accessories available (in particular those necessary for the operation and attachment of the device) for the products listed under the lot(s) concerned and must list them or submit a catalogue extract of the accessories that can be used so that the public authority can order them if necessary.
* The OFB also wishes to be able to order accessories and consumables compatible with products previously purchased by the institution if they are available in the successful tenderers' catalogues for the various lots concerned. In this respect, the successful tenderers may be asked by the OFB's departments about their ability to supply additional accessories in accordance with the terms and conditions set out in these CCP
* delivery of equipment in mainland France (mainland and Corsica), overseas departments, territories and communities;
* warranty for the equipment supplied: the warranty period is specified in the candidate's bid.
* After-sales service.

In the event of delivery of defective equipment, the delivery costs (shipping and receipt) shall be borne by the service provider, including the recycling of said equipment.

The description of the products expected for lots 1 to 61 is presented in Appendix 1 to this CCP (setting out the minimum technical requirements).

# Article 5 – ORGANISATION OF SERVICES

## 5.1: Contact persons

Service providers must appoint a dedicated technical manager and sales manager.

The public authority shall also designate one or more correspondents per lot within the relevant departments of the OFB.

## 5.2: Means of communication

Communication, particularly the issuance of purchase orders, shall primarily be conducted by email. For communications that trigger a deadline, the start date of this deadline shall be the date appearing on the email read receipt.

Electronic exchanges are preferred.

# Article 6 – Environmental clause

The purpose of this contract is to provide support for the implementation of action plans to reduce environmental impacts. The contract therefore includes an environmental performance requirement.

Furthermore, in accordance with Article R234-1 of the Energy Code, the products covered by this contract must be energy efficient.

# Article 7 – Contractual documents

Notwithstanding Article 4.1 of the CCAG FCS, the constituent parts of the contract are as follows, in descending order of priority:

* the commitment document (AE) and its financial annex(es): unit price list(s);
* These Special Terms and Conditions (C.C.P.) and their appendix (technical description), the original copy of which is kept in the archives and is the only authentic version;
* The general administrative clauses applicable to standard supply and service contracts (C.C.A.G. F.C.S.), approved by the decree of 30 March 2021 and deemed to be known by the contractor: https://www.economie.gouv.fr/daj/cahiers-clauses-administratives-generales-et-techniques(General Administrative Clauses Applicable to Supply Contracts);
* The contractor's technical bid (response framework and technical data sheets).

# Article 8 – Contract duration

The framework agreement is concluded for an initial term of 12 months (one year) from the date of notification. The purchaser shall notify the contract on the PLACE purchaser profile. The date of receipt shall be the effective date of the contract.

The framework agreement may be renewed three times, for the same period of 12 months (one year), tacitly, on its anniversary date (the framework agreement may not exceed a total of 48 months).

In the event of non-renewal of the framework agreement or one of the lots comprising it, the OFB shall inform the holder(s) of its decision at least three (3) months before the end of the current period.

# Article 9 – Lead times

The execution deadlines are specified in the holder's offer and correspond to the delivery deadlines specified in the purchase orders, with the exception of overseas departments and territories, to which specific delivery deadlines may apply.

The execution period shall commence upon notification of the relevant purchase order.

The maximum execution time is six (6) months, unless otherwise specified in the technical description.

For shipments to overseas destinations (the departments of Guadeloupe, French Guiana, Martinique, Mayotte, Réunion and Saint-Pierre-et-Miquelon, TOM where applicable), the contractor shall inform the department responsible for the execution of this framework agreement of the specific delivery time for each destination, after completing the administrative procedures and confirming the dates on which the carrier will take charge of the shipment (if applicable, specific to each of the destinations concerned). This time limit shall be indicated on each purchase order.

Any exceeding of the contractual deadlines by the contractor may result in the application of penalties as defined in this document.

In the event of an event likely to cause a delay in the performance of the services, the contractor must request an extension of the deadlines and a postponement of delivery in accordance with the provisions of Articles 13.3 and 21.5 of the CCAG-FCS.

# Article 10 – Purchase orders

The related services will be triggered by the issuance of a purchase order.

Purchase orders must include the following information:

* The name and address of the company,
* the bank or postal account number as specified in the commitment document
* the reference number of the framework agreement and the number and description of the lot concerned,
* the order number and date,
* the description of the supplies, the quantities ordered,
* the delivery locations and delivery times, which may vary depending on the destination,
* the corresponding unit price(s),
* the total amount of the order excluding VAT and including VAT,
* VAT, rates and amounts,
* the date.

Each purchase order is signed by the person authorised to commit the establishment.

Purchase orders may be issued until the last day of the contract's validity.

Please note: for deliveries to overseas territories, the order is expressed excluding tax. Transport costs, duties and specific taxes related to the place of delivery will be added to the invoice.

# Article 11 – COMMUNICATION OF DIFFICULTIES

The contractor shall notify the OFB representative within 24 hours of any difficulties encountered, as well as any risk of blockage, malfunction or foreseeable delay in the performance of the services.

The contractor may request an extension of the order completion deadline in accordance with the provisions of Articles 13.3 and 21.5 of the CCAG-FCS.

# Article 12 – VERIFICATION AND ADMISSIONS

The local departments of the contracting authority shall carry out checks on orders, both quantitative and qualitative, upon receipt of the products, in accordance with the provisions of Article 28.1 of the CCAG-FCS.

Acceptance is declared by the OFB in accordance with the provisions of Article 30.1 of the CCAG-FCS.

The reduction or rejection of a delivery shall be subject to the terms and conditions set out in Articles 30.3 and 30-4 of the CCAG-FCS.

# Article 13 – WARRANTY AND AFTER-SALES SERVICE

The holders are bound by the warranty periods specified in their offers.

# Article 14 – Additional deliveries

The OFB may award a contract without prior advertising or competitive bidding for additional deliveries to the contractor of this contract, under the conditions defined in Article R2122-4 of the Public Procurement Code.

# Article 15: Price

## 15.1 – Nature of prices

The contract prices are set in the unit price schedule(s) and by reference to the holder's catalogue, within the limit of 10% of the maximum amount of the lot.

Unit prices are subject to revision in accordance with the terms and conditions set out below.

## 15.2 – Contents of prices

Prices are deemed to include all costs related to the performance of the services and all tax, parafiscal or other charges that are mandatorily levied on the service.

Unit prices shall be applied to the quantities actually performed and expressed:

Unit prices shall be applied to the quantities actually performed and expressed:

* Free shipping and packaging for delivery in mainland France, including Corsica,
* as prices excluding tax, without transport costs, duties and specific taxes related to delivery to overseas departments and territories (unknown at the time of placing the relevant order and varying according to the destinations concerned).

Please note: For deliveries to overseas territories, the service provider will invoice at the unit prices excluding VAT (net) indicated on the Unit Price List (BPU). The service provider will issue a separate invoice (referencing the contract number and the invoice number of the devices to which it relates). This invoice shall correspond to all transport and delivery costs, duties and taxes specific to the destination, invoiced to the nearest euro/euro and which it will have paid in advance so that the recipient does not have to bear any costs upon receipt of the goods (it shall attach a summary statement of costs).

# Article 16: Price revision

In accordance with [Article R2112-13](https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000037955789) of the French Public Procurement Code, the revision shall be made with reference to the contractor's price list in accordance with the conditions set out below.

The initial prices determined on the basis of the public price list may be revised upwards or downwards by means of an adjustment to take account of changes in the manufacturers' public prices or the supplier's public price list (catalogue prices for all its customers). It’s possible within the limit of one price revision per 12-month period, calculated for each lot from the date of birth of their notification.

The change may concern the price or the discount rate.

The request for price revision shall be sent by email to the finance department at any time, once per year at most, to the following email address:[revision-prix@ofb.gouv.fr](mailto:revision-prix@ofb.gouv.fr) , with a copy to the administrative correspondent/department of the project manager designated by the OFB at the notification stage: [xxx@ofb.gouv.fr](mailto:xxx@ofb.gouv.fr) .

This request for revision must be accompanied by a new, updated financial appendix (BPU) and all supporting documents relating to these changes, in particular:

- the current price list for all customers, dated and numbered;

- the exact catalogue reference (with an extract from the catalogue), in the event of technological developments to the product, in accordance with the review clause defined in this CCP;

- justification for the increase in unit prices in the event that the annual price change would lead to an annual price increase of more than 5%.

The contracting authority has one month to give its express agreement by any means, including email with acknowledgement of receipt.

The price revision thus accepted shall apply to purchase orders signed from the date of acceptance of the revision request.

Safeguard clause

Notwithstanding Article 38 of the CCAG-FCS, the contracting authority reserves the right to terminate the framework agreement, without compensation for the contractor, in the event that the price adjustment leads to an increase of more than 5 %(four per cent) per annum.

# Article 17: review clause

This framework agreement may be amended in accordance with Article R. 2194-1 of the Public Procurement Code.

A review clause is therefore included in this framework agreement, the scope and nature of any amendments and the conditions under which it may be used are specified below:

* The service must provide for the replacement of equipment and accessories offered in a lot, in line with technological developments, while maintaining access to the accessories necessary for the operation of the equipment offered throughout the duration of the framework agreement.
* The contractor(s) undertakes to inform the contracting authority as soon as possible of any change in the characteristics of a product, or even of any change in a product whose manufacture has been discontinued and in the event that a model is replaced during the term of the contract. They shall offer a technically equivalent product at a price lower than or equal to that of the initial offer.
* In this case, the successful tenderer(s) shall submit a new price list and the complete technical data sheet for the substitute product (with an extract from the catalogue), which must meet the mandatory and minimum requirements set out in these specifications and its annexes.

These proposals may be submitted at any time during the contract period to the following address: (contact designated by the OFB at the notification stage: [xxx@ofb.gouv.fr](mailto:xxx@ofb.gouv.fr) ). Copy [marches.publics@ofb.gouv.fr](mailto:marches.publics@ofb.gouv.fr) ;[revision-prix@ofb.gouv.fr](mailto:revision-prix@ofb.gouv.fr) .

The contracting authority has one month to give its express agreement by any means, including email with acknowledgement of receipt or any other electronic means (PLACE platform, etc.), or, where applicable, by an administrative act (service order, administrative certificate, etc.).

The above amendment applies to purchase orders signed from the date of acceptance of this amendment and may give rise to compensation.

# Article 18: Penalties

Penalties for delay shall begin to accrue, without the need for formal notice and by express decision of the contracting authority, on the day following the expiry of the contractual deadlines for the performance of the services provided for in the contract or for the delivery of the deliverables.

Notwithstanding Article 14.1 of the CCAG-FCS, this penalty shall apply from the first euro and shall be calculated using the following formula:

P=V x R / 300

where:

P = amount of the penalty.

V = value of the services on which the penalty is calculated, this value being equal to the base price, excluding VAT, of the part of the services that is late.

R = the number of days of delay.

As specified in this document, the execution deadline is specified in each purchase order.

# Article 19 – LANGUAGE

All written documents submitted by the contractor must be in French. If the contractor is unable to provide a document in French, they must provide, at their own expense, a French translation of the document. All written or oral communications during the performance phase may be in French or English.

# Article 20 – Terms of payment

## 20-1: Terms of payment

The service provider shall send its invoice with the necessary details.

## 20-2: Invoicing procedures

Invoices relating to payment shall be drawn up in accordance with the following instructions, in addition to the legal information:

* the name and address of the creditor;
* the **bank or postal account number** specified in the commitment document;
* the reference number of the framework agreement and the number of the lot concerned corresponding to the legal commitment in question;
* a description of the services provided;
* the unit price of the services invoiced on the basis of the BPU, where applicable, the catalogue (with a catalogue extract) , or transport costs (separate invoice) for deliveries overseas;
* the applicable VAT rate and the amount of VAT;
* the total amount excluding VAT and including VAT of the services invoiced;
* the invoice date;
* the invoice number.

**Where applicable, the contract holder shall attach the customs documents supporting the invoice (for the purposes of verifying VAT data, in particular the VAT bases and rates to be self-assessed by the customer), it being specified that the carrier is obliged to provide the customs document to the person in charge of transport (provide form H1 from Delat IE).**

If the contractor is established in another European Union country without having an establishment in France, they shall invoice their services excluding VAT and shall be entitled to receive a tax identification number from the administration.

**The invoice(s) sent to the OFB must include the order reference.**

Invoices and other payment requests shall be sent in electronic format and must be submitted **exclusively via the dedicated invoicing portal "Chorus Pro"** at the following address:

<https://chorus-pro.gouv.fr>

**ensuring that the following information is clearly stated:**

* the contract number 2025-66 under which the payment request is being made (the commitment number provided must correspond to the contract number);
* the service code to be used: STB
* the OFB's SIRET number, in order to identify the OFB as the recipient of your invoice: 130 025 919 000 15.

Full information on the dematerialisation of invoices is also available at the same address on the Chorus Pro website:<https://chorus-pro.gouv.fr>

Please note: where applicable, an invoice cannot cover services ordered under several lots. In this case, separate invoices must be issued.

* 20-3: Terms of payment

The services covered by this framework agreement shall be remunerated in accordance with the conditions laid down by public accounting rules.

The amounts due shall be paid within a total period of 30 days from the date of receipt of the invoices and upon completion of the service.

The rate of interest on late payments shall be equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations, in force on the first day of the calendar half-year during which the interest on late payments began to accrue, plus eight percentage points.

Interest on late payments shall accrue from the day following the due date specified in the contract or the expiry of the payment period until the date of payment of the principal, inclusive.

Late payment shall automatically and without further formalities give rise to the payment of a fixed compensation for recovery costs, the amount of which is set at €40.

* 20-4: Assignment or pledging of claims

The contract may be pledged or assigned under the conditions set out in Articles L2191-8 and R2191-45 to R2191-63 of the Public Procurement Code. The pledge or assignment shall be notified to the assigned accountant only.

The Chief Financial Officer shall have sole authority to provide the required information to:

FRENCH BIODIVERSITY AGENCY

Madame la Directrice des Finances

12 cours Louis Lumière – 94300 VINCENNES

* 20-5: Retention of guarantee

No retention guarantee is provided for under this contract.

* 20-6: Advance

In accordance with Articles R.2191-3 to R.2191-22 of the Public Procurement Code, an advance payment shall be granted to the contractor for each purchase order, where the amount of the purchase order exceeds €50,000 excluding VAT and the execution period exceeds two months.

This provision shall apply unless expressly waived by ticking the box provided for this purpose in the commitment document. The advance shall be repaid in full by deduction from the sums due to the contractor under the conditions provided for in Article R.2191-19 of the Public Procurement Code.

The amount of the advance payment is set at 20% of the amount excluding VAT of each purchase order under the conditions set out in Articles R.2191-7 and R.2191-16 of the Public Procurement Code.

# Article 21 – Insurance

The holder must take out insurance to cover their liability to the contracting authority and to third parties who are victims of accidents or damage caused by the performance of the services.

# Article 22 – Obligations of discretion and confidentiality

The contractor acknowledges that they are bound by professional secrecy and confidentiality with regard to all facts, information and elements that come to their knowledge during the performance of the services. They undertake to maintain the strictest secrecy regarding all information and documents, regardless of the medium, which are provided to them and which they may become aware of in the course of the activities entrusted to them, and which remain the property of the contracting authority.

The contractor is not authorised to reproduce or distribute them outside the scope of the service under any circumstances. In particular, the contractor shall refrain from any written or verbal communication on these subjects and from handing over any documents to third parties without the prior consent of the Director General of the OFB.

This clause also applies to all of the contractor's staff. The contractor remains bound by this commitment beyond the provision of the services.

# Article 23 – Termination of the contract

The provisions of the CCAG-FCS relating to termination of the contract shall apply.

Furthermore, in the event of inaccuracy in the documents and information referred to in Articles R2143-3 and R2143-6 to 2143-10 of the Public Procurement Code or refusal to produce the required documents, the termination conditions provided for in the contract shall be applied at the contractor's expense.

# Article 24: Settlement of disputes

Any disputes relating to the performance of this framework agreement shall be referred to the Advisory Committee for the Amicable Settlement of Disputes (C.C.R.A.) for settlement, under the conditions set out in Articles R2197-1 et seq. of the Public Procurement Code.

If the attempt at amicable settlement fails, the parties may resort to a settlement as defined in Articles 2044 et seq. of the Civil Code. Acceptance of the outcome of the settlement implies waiver of any further recourse for the same matter.

If the disputes cannot be settled amicably, the competent court shall be that of the jurisdiction to which the contracting authority's registered office belongs:

|  |
| --- |
| Melun Administrative Court  43, rue du Général de Gaulle  PO Box 8630  77008 Melun Cedex  Telephone: 01 60 56 66 30  Fax: 01 60 56 66 10  Email: [greffe.ta-melun@juradm.fr](mailto:greffe.ta-melun@juradm.fr)  Website:<http://melun.tribunal-administratif.fr/> |

The latter may be called upon to settle any dispute or litigation arising during the performance of a public contract. It examines the facts and legal aspects of the case with a view to reaching an amicable and equitable solution.

National Advisory Committee for the Amicable Settlement of Disputes relating to Public Contracts[[1]](#footnote-1)

Legal Affairs Directorate

Public Procurement Sub-Directorate

Office of Economics, Statistics and Public Procurement Techniques, Secretariat of the CCNRA

Condorcet Building

6 rue Louise Weiss

Teledoc 353

75703 PARIS Cedex 13

Telephone: 01.44.97.03.20

Email: [ccnra@finances.gouv.fr](mailto:ccnra@finances.gouv.fr)

In accordance with Articles R. 2197-23 and R. 2197-24 of the Public Procurement Code, in the event of a dispute concerning the performance of public contracts, it is also possible to consult the Business Mediator, whose services are also free of charge:<http://www.economie.gouv.fr/mediateur-des-entreprises>.

If the amicable attempt fails, the parties may resort to a settlement as defined in Articles 2044 et seq. of the Civil Code. Acceptance of the outcome of the settlement implies waiver of any further recourse for the same matter.

It is expressly specified that under no circumstances and for no reason whatsoever may disputes that may arise between the representative of the contracting authority and the contractor be invoked by the latter as grounds for stopping or suspending, even temporarily, the services to be performed.

Failing this, the Administrative Court of Melun shall have sole jurisdiction.

# Article 25: Documents to be provided by the contractor

Provided that these documents can be retrieved automatically, the contractor must produce the following every six months from the date of notification of the contract until its expiry:

1. where applicable, the documents provided for in Articles R. 1263-12, D. 8222-5 or D. 8222-7 or D. 8254-2 to D. 8254-5 of the Labour Code;
2. a certificate of submission of social security declarations and payment of social security contributions and contributions provided for in Article L. 243-15 issued by the social security body responsible for collecting contributions and contributions, dated less than six months ago;
3. a list of the names of foreign employees employed by the holder and subject to the work permit provided for in Article L.5221-2 of the Labour Code. This list shall specify, for each employee, their date of hire, nationality and the type and serial number of their work permit.

The above-mentioned documents and certificates may be submitted by the holder on the online platform provided free of charge by UGAP at the following address:

[http://www.e-attestations.fr](http://www.e-attestations.fr/)

# Article 26: Exemptions from the CCAG-FCS

Article 4 of this CCP derogates from Article 4.1 of the CCAG FCS

Article 10 of this CCP derogates from Article 38 of the CCAG FCS

Article 12 of this CCP derogates from Article 14.1 of the CCAG FCS

1. Referral to the National Advisory Committee for the Amicable Settlement of Disputes or Litigation relating to public procurement contracts, as well as its investigation, is free of charge. [↑](#footnote-ref-1)