

Contract no. 2025-MAPA20

**Assessment of ecosystem services in four marine protected areas in South Africa
and in France.**

ORDINARY CONTRACT AWARDED BY ADAPTED PROCEDURE

In accordance with legal and regulatory provisions
of the French Public Procurement Code of 1 April 2019
(Articles L2123-1 and R2123-1)

SPECIAL ADMINISTRATIVE SPECIFICATIONS

(SAS)

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1 PURPOSE AND FORM OF THE CONTRACT

1.1 Purpose

This contract concerns an advisory mission aiming to assess part of the range of ecosystem services provided by:

- Two marine protected areas (MPA) in South Africa, namely:
 - o The Addo Elephant National Park MPA and
 - o The Table Mountain National Park MPA.
- Two marine natural parks in France:
 - o The Mayotte Marine Natural Park,
 - o The Arcachon Basin Marine Natural Park.

This consultation is being launched within the framework of the South Africa-France Partnership for biodiversity and marine conservation, funded by the Agence Française de Développement (AFD) and jointly implemented by the French Biodiversity Agency (OFB) and South African National Parks (SANParks).

The aim of this advisory mission is to apply a solid ecosystem services framework that is both relevant to a manager and from a political perspective, to assess, analyse and share the ecological, social and economic advantages of the MPAs in question.

The services expected are detailed in the special technical specifications (STS).

Environmental clause:

The very purpose of the contract is to carry out a study helping to control impacts on the environment.

In the interests of consistency and working in an exemplary manner, the service provider must take into account sustainable development objectives in the performance of its services.

1.2 Division

The contract is divided into lots as follows:

Lot	Title	Provisional, non-contractual value, in euros and incl. VAT
1	Assessment of ecosystem services provided by two Marine Protected Areas in South Africa	20,000
2	Assessment of ecosystem services provided by two Marine Protected Areas in France	35,000

1.3 Procedure, form and value of the contract

1.3.1 Procedure

The award procedure is the adapted procedure, in accordance with Articles L2123-1 and R2123-1 of the French Public Procurement Code (PPC).

1.3.2 Form

This is an ordinary, single-award contract.

It concerns the services listed in the STS and in the breakdown of the total and lump-sum price (Décomposition du Prix Global et Forfaitaire, DPGF), appended to the deed of commitment (one for each lot).

1.3.3 Value

The contract is awarded with a provisional total value of €55,000 incl. VAT, for all lots and for the entire duration of the contract.

The definitive value of the contract will be determined by the amount of the tenders assigned to the service providers selected at the end of the consultation for each lot.

2 DURATION

This contract **shall take effect from the date of notification** and for a fixed duration of ten (10) months.

3 SIMILAR SERVICES

The OFB may award a contract without prior publication or call for competition if the purpose of the contract is the provision of similar services to those that have been entrusted to the holders of this contract up to the maximum value of this framework agreement, in accordance with Article R2122-7 of the PPC.

4 CONTRACTUAL DOCUMENTS

In accordance with Art 4.1 of the general administrative specifications for intellectual services (cahier des clauses administratives générales – prestations intellectuelles, CCAG-PI), the documents constituting the contract are as follows:

- The deed of commitment (DoC) and its financial appendix, the Breakdown of the total and lump-sum price (Décomposition du Prix Global et Forfaitaire, DPGF), one for each lot;
- These special administrative specifications (SAS), with only the original copy stored in the archives being deemed authentic;
- The special technical specifications (STS):
 - o STS 1 for lot 1 concerning two marine protected areas in South Africa,
 - o STS 2 for lot 2 concerning two marine protected areas in France,

with only the original copies stored in the archives being deemed authentic;

- The general administrative specifications applicable to public contracts for intellectual services (cahier des clauses administratives générales applicables aux marchés publics de prestations intellectuelles, [CCAG-PI](#)), approved by the Decree of 30 March 2021 and **deemed to be known to the contract holder**;
- The contract holder's technical tender.

Any mention in the documents drawn up by the contract holder that is contrary to the clauses of the deed of commitment, the present SAS, the STS or the CCAG-PI is not deemed to have been written.

5 TERMS AND CONDITIONS FOR THE PERFORMANCE OF SERVICES

Services are performed in accordance with the provisions set out in the STS.

5.1 Place of performance

Lot	Places
1	South Africa - Addo Elephant National Park, - Table Mountain National Park.
2	France - The Mayotte Marine Natural Park (976), - The Arcachon Basin Marine Natural Park (33).

5.2 Replacement of participants

The contract holder for the lot in question is responsible for the proper performance of the contract. In its tender, the contract holder for each lot shall present the specialist(s) and the team with whom it will perform the services under the contract.

If the specialist(s), designated by name, are no longer able to carry out their duties, the contract holder must:

- Immediately notify the contracting authority and take all necessary steps to ensure continued performance of the services;
- Propose to the contracting authority a replacement with skills that are at least equivalent to the previous specialist, whose name and curriculum vitae must be shared with the contracting authority within 20 calendar days (by way of derogation from Article 3.4.3 of the CCAG-PI) from the date of dispatch of the above-mentioned notice.

By way of derogation from Article 3.4.3 of the CCAG-PI, the replacement proposed by the contract holder is deemed to have been accepted by the contracting authority, if the latter does not object to the replacement within a period of 20 days from receipt of the details shared, as referred to in the previous paragraph.

If the contracting authority objects to the replacement, the contract holder has a further 20 days to propose another replacement.

The contracting authority's decision to object to the replacement must be substantiated.

The parties are notified of the contracting authority's notices, proposals and decisions in accordance with the procedures set out in Article 3.1 of the CCAG-PI.

Should the contract holder fail to propose a replacement or should the contracting authority object to the replacements, the contract may be terminated under the conditions set out in Art. 39.

5.3 Confidentiality obligations

The candidate acknowledges that all the information shared during the consultation remains the exclusive property of the OFB and, as a result, the candidate acknowledges that any unauthorised disclosure of this confidential information by the OFB may cause serious harm to the latter.

As a result, in order to protect the OFB's interests, the candidate makes a commitment to the OFB to:

- a) Use the information disclosed exclusively for the purposes for which it was disclosed;
- b) Not allow any third parties to access this information, except in the event that it proves necessary to disclose this information to achieve the purpose for which it was disclosed;
- c) When the disclosure of information to a third party is necessary, take all appropriate measures to protect the confidentiality of this information by requiring a confidentiality commitment from the third party that ensures the same protection regime for this information as that provided for in these documents;
- d) Take all reasonable and appropriate measures to limit access to the said information.

All documents and information entrusted or disclosed to the service provider are confidential; the service provider acknowledges it is bound to professional secrecy and by the obligation of discretion with respect to all facts and information of which it may become aware during the performance of its mission and undertakes not to share any written or verbal communications on these subjects and not to share any documents with third parties without the prior agreement of the OFB.

In accordance with Article 5.1.3 of the CCAG-PI, the contract holder must inform its sub-contractors of the confidentiality obligations that apply to them for the performance of the contract.

It must ensure its sub-contractors comply with these obligations.

Non-compliance with these confidentiality obligations may lead to the fault-based termination of this contract

5.4 Verification and acceptance

5.4.1 Verification operation

The purpose of quantitative and qualitative verification operations is to enable the contracting authority to check in particular that the contract holder:

- Has implemented the means defined in the contract, in accordance with the requirements set out therein;
- Has performed the services set out in the contract and defined as being the contract holder's responsibility, in accordance with the contractual provisions.

The verification operations set out in Article 28.1 of the CCAG-PI do not apply.

5.4.2 Acceptance

Acceptance is pronounced by the representative of the contracting authority authorised for this purpose under the conditions set out in Article 29 of the CCAG-PI.

In accordance with Article 28.2 of the CCAG-PI, the contracting authority has a period of two months to carry out the checks and provide notice of its decision to accept, defer, accept with a reduction or reject the contract.

5.4.3 Contract holder's presence

By way of derogation from Article 28.5 of the CCAG-PI, the contracting authority shall not inform the contract holder of the days and times of the verifications.

5.4.4 Deferral, reduction, rejection:

Deferrals, reductions and rejections are carried out in accordance with Article 29 of the CCAG-PI.

5.4.5 Service guarantee(s):

By way of derogation from Article 30 of the CCAG-PI, there is no guarantee period for the services.

5.5 Review clause

This contract may be subject to amendments in accordance with Articles R2194-1 to 9 of the PPC.

As a result, this contract includes a review clause for which the scope of application, the nature of any amendments and the conditions under which it may be used are specified below:

- Amendments to the necessary services falling within the scope of the contract and not initially planned;
- Amendments to the formula for revising the price in the event that an index were to disappear;
- Amendments for unforeseen circumstances;

The implementation of these amendments is subject solely to the decision of the legal person governed by public law. Under no circumstances will these provisions give rise to compensation. All amendments concerning this contract are subject to an administrative deed (addendum, service order, administrative certificate, etc.) issued by the representative of the contracting authority and the contract holder is notified via the PLACE website or electronically, with acknowledgement of receipt.

6 PRICING

6.1 Pricing format

The prices are lump-sum prices and are denominated in euros.

The prices are set out in the financial appendix to the deed of commitment, the breakdown of the total and lump-sum price (Décomposition du Prix Global et Forfaitaire, DPGF), one for each lot.

6.2 Price revisions

The initial prices are fixed for the entire duration of the contract.

6.3 Price content

The prices are deemed to include all mandatory taxes and other charges that are levied on the services, all expenses related to the follow-up and feedback meetings for the services, travel (including any accommodation and catering expenses), all expenses required for the preparation and performance of the services (including supplies and equipment), insurance, the cost of the workforce, discussions relating to the validation of deliverables and the monitoring of the services and all mandatory taxes and parafiscal or other charges that are levied on the services.

7 PAYMENT AND INVOICING TERMS

7.1 Payment

In accordance with Article R2192-10 of the PPC, sums due to the contract holder(s) shall be paid within thirty days from the date of receipt of invoices or equivalent requests for payment, after the service has been rendered.

The chosen method of payment is the administrative mandate.

In the event of late payment, interest on arrears is payable. The rate of interest on arrears corresponds to the official interest rate (in force on the first day of the half-year) of the European Central Bank (ECB) plus eight percentage points.

In addition, a fixed indemnity of €40 for collection costs must be systematically added to the interest on arrears due to the creditor.

7.2 Advance payment

Not applicable.

7.3 Down payment

Each down payment must be the subject of a request for payment on account, which must mention the items listed in Article 11.3.2 of the CCAG-PI, in accordance with the conditions set out in Articles R2191-20 to R2191-22 of the PPC.

The amount of an advance payment cannot exceed the value of the services to which it relates: The advance payment remunerates a service rendered.

7.4 Invoicing terms

Payment of expenses will be made by administrative mandate followed by bank transfer.

The amounts of the advance payments and the balance are calculated by applying the VAT rates in force at the time the services are performed.

Invoices sent electronically must comply with the requirements of [Article 96 F to 96 I bis inclusive of the French General Tax Code, appendix 3](#).

- invoice date;
- invoice number;
- seller's identity (name, address, SIREN or SIRET or RCS);
- VAT identification number;
- buyer's identity (name, department, address);
- contract reference;
- purpose of the contract;
- Order form or legal commitment number (on the invoice in the CHORUS field);
- brief description of the service performed (phase no ... or UO);
- the amount to be paid excl. and incl. tax and written out in words for handwritten invoices;
- article of the French General Tax Code (if supplier not subject to VAT or for services not subject to VAT. In this case, the contract holder must provide a certificate dated within the last year as a supporting document);
- the VAT rate and amount applicable on the day of invoicing;
- the contract holder's bank or postal account number.

In the case of a joint consortium, each member of the consortium will directly receive the sums relating to the performance of its own services.

In the case of a consortium with joint and several liability, payment is made to a single account, opened in the name of the members of the consortium or the representative, unless otherwise stipulated in the response provided by the candidates.

Following the introduction of electronic invoicing, the digitalisation of invoices is compulsory for all companies, including very small enterprises (VSEs)¹.

Invoices must therefore be sent **digitally** via the Chorus Pro application, which is accessible at: https://portail.chorus-pro.gouv.fr/aife_csm

Digitalised payment requests/invoices sent to the French Biodiversity Agency (OFB) must include the following information:

- The SIRET number, which identifies the OFB as the invoice recipient:

¹ Businesses with fewer than 10 employees (< 10 employees)

130 025 919 00015;

- The number of the management department, which will help to direct the invoice for processing;
- Commitment number. It is presented in the following format: xxx/contract year/no. 7 characters, i.e.: EJ/ORD/CONTRACT YEAR/0000000.

If you don't have this information, you can request it from the prescribing department.

For further information, please visit the Chorus Pro Community website (<https://communaute-chorus-pro.finances.gouv.fr/?lang=en>), dedicated to preparing for electronic invoicing.

7.5 Assignment or pledge 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 PPC.

Only the assigning accountant will be notified of this pledge or assignment.

7.6 Retention payment

No retention payment is provided for under the terms of the present contract.

8 PENALTIES

8.1 Late payment penalties

Article 14.1.1 of the CCAG-PI shall apply.

This penalty is calculated by applying the following formula in accordance with Article 14.1.1 of the CCAG-PI:

$$P = V * R / 3,000$$

in which:

- **P** = the amount of the penalty,
- **V** = the value of the services on which the penalty is calculated, with this value being equal to the basic price amount, excluding price variations and outside the scope of VAT, based on the portion of the services that are late or on all the services, if the delay in performance of one portion makes all the services unusable,
- **R** = the number of days of delay.

8.2 Capping of penalties

The penalties referred to above are cumulative and are capped at 10% of the total amount used as the basis for calculating the penalties.

8.3 Penalties for concealed work

In application of Article L8222-6 of the French Labour Code, the OFB, upon receiving written notice from an inspection body concerning the contract holder's irregular situation with regard to the formalities mentioned in Articles L8221-3 and L8221-5 of the French Labour Code, shall immediately instruct the contract holder to put an end to this situation. Upon receipt of this formal notice, the contract holder must provide the OFB with proof that it has put an end to the unlawful situation.

Failure to correct reported irregularities within a time limit set by decree in the Council of State will incur a fixed penalty of €200 per working day of delay.

In addition, in application of a decree, the contracting authority reserves the right to apply a surcharge of 25% on the adjustment of social security contributions collected, as soon as it becomes aware of any concealed work discovered during an inspection, and without formal notice.

After a delay of 10 working days, the OFB may automatically terminate the contract to the detriment of the contract holder under the conditions set out in these special specifications.

9 SUB-CONTRACTING

In the event of sub-contracting, the contract holder must comply with the requirements of Law no. 75-1334 of 31 December 1975 as amended, as well as Articles L2193-1 et seq. and R2193-1 et seq. of the PPC.

The contract holder may only sub-contract the performance of its services if it has obtained the contracting authority's acceptance of each sub-contractor and approval of its terms of payment.

The contract holder remains solely and personally responsible for the performance of all obligations arising from the contract. In this respect, sub-contractors' failures to meet their commitments or cessation of activity are treated as failures on the part of the contract holder.

For each sub-contractor presented after notification of the contract, the contract holder must send the contracting authority, by registered mail with acknowledgement of receipt or against receipt, an application file including:

- A statement specifying the nature of the services to be sub-contracted; the name or company name and address of the proposed sub-contractor; the maximum estimated amount to be paid directly to the sub-contractor; the terms of payment provided for in the draft sub-contract; the sub-contractor's professional, technical and financial capabilities;
- A declaration from the sub-contractor stating that it is not prohibited from submitting a tender.

The contract holder shall also confirm that no assignment or pledge of claims will prevent direct payment to the sub-contractor.

Acceptance of the sub-contractor presented after notification of the contract and approval of its terms of payment are recorded in a special deed signed by the contract holder and the contracting authority (DC4).

Sub-contracting without prior acceptance of the sub-contractor and prior approval of the terms of payment exposes the contract holder to the fault-based termination of the contract.

10 OBLIGATIONS OF THE CONTRACTING PARTIES

10.1 Obligations of the contract holder

10.1.1 Performance obligation concerning deliverables and deadlines

The contract holder is bound by an obligation to achieve a result in the performance of the services covered by the contract.

This obligation covers, in particular, the various services and the performance periods for the services.

The contract holder undertakes to perform the services in accordance with the conditions defined in this document.

In the event that it is established that the contract holder has not performed the required services correctly, the contract holder will be responsible for rectifying any shortcomings.

10.1.2 Obligation to provide information and advice

The contract holder undertakes to keep the OFB regularly informed regarding the performance of the services.

The contract holder is the project owner for all services to be provided. In particular, the contractor is responsible for advising the OFB throughout the performance of the subsequent contract, for informing it of any difficulties it may encounter, and generally for taking all useful and necessary action to perform the services entrusted to it.

10.2 Obligations of the OFB

As soon as a contract is notified, and in order to enable the contract holder's team to carry out the services it is responsible for within the time periods allowed, the OFB undertakes to:

- Provide the contract holder with the necessary information and documents to perform its services;

- Designate a representative to monitor the services and coordinate relations with the contract holder. The project manager is responsible for the smooth running of the services. It will handle relations with the service provider.

More generally, the OFB undertakes to maintain active and regular collaboration with the contract holder throughout the performance of its services.

11 TERMINATION OF THE CONTRACT

Only the provisions of Chapter 7 (Articles 36 to 42) of the CCAG-PI, relating to the termination of the contract, are applicable.

12 GDPR DATA PROTECTION

In the context of this contract, the parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, the General Data Protection Regulation - GDPR and Law no. 78-17 of 6 January 1978 relating to information technology, data files and individual liberties.

For the purposes of this article, the data controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC is the OFB and the sub-contractor is the holder of the public contract.

13 INTELLECTUAL AND HERITAGE PROPERTY

13.1 Intellectual property

By way of derogation from Article 35.3.1 of the CCAG-PI, the contract holder shall transfer, on an exclusive basis, all rights or titles of any kind relating to the results, enabling the contracting authority to exploit them freely, including for commercial purposes and for the purposes specified in the specific contract documents.

Any publication requires the agreement of the OFB. Similarly, any communication relating to these studies and work must be submitted to the OFB for approval.

13.2 Heritage property

All data produced as part of this service (raw, processed and summarised data) will be public property and as such will be included in one or more of the public databases accredited by the Système d'Information sur la Nature et les Paysages (information sinp@aires-marines.fr on accredited databases) for data relating to these themes, and in another State information system for other themes (SIEau for water data, etc.).

If the work results in an audiovisual production (photos, videos, etc.) by the candidate, the latter shall assign the rights to exploit these works to the OFB for the legal duration of copyright protection, within the framework of any exploitation for non-commercial purposes. This production must be supplied in a format that provides access to all the necessary metadata.

The mandatory credits will be as follows: Author's name/French Biodiversity Agency

All data will be made available to the general public as soon as they have been validated, subject to the technical constraints provided.

13.3 Prior knowledge

Please refer to the provisions of Article 33 of the CCAG-PI.

14 INSURANCE

The contract holder undertakes to meet all the applicable obligations of this contract.

The contract holder is liable for all damage and accidents – of any nature whatsoever – to property or people caused by the conduct of the operations or the methods of their performance.

Before commencing any performance, the contract holder must have taken out insurance covering its liability for all risks involved in the services to be performed and for which it may be declared liable. The guarantees obtained must be sufficient in respect of the scope of the services; they must comply with the laws and regulations in force. The contract holder is responsible for any excess provided for in the insurance contracts it has taken out.

15 TAX AND SOCIAL SECURITY CERTIFICATES

Within the ten days preceding the notification of this contract and every six months until the end of its performance, the contract holder shall produce the documents listed in Article D 8222-5 or D 8222-7 of the French Labour Code.

In accordance with the provisions of Articles R2143-6 to 10 of the PPC, **only if they have not been retrieved automatically from an official body or a free digital storage space**, the contracting authority requests the successful candidate to produce, within a time frame set by the administration, the documents and certificates issued by the competent administrations and bodies, intended to prove that it is not disqualified from submitting a tender and that it has met its tax and social security obligations, and the documents justifying its situation with regard to its obligations concerning illegal labour and the posting of workers, if applicable.

The tax and social security certificates required by law are sent to the members of the consortium before notification of this contract and are renewed at the intervals defined by law.

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

<http://www.e-attestations.fr>

In the event of failure to comply with these provisions, the contract holder may, after a formal notice which has remained unsuccessful, be required to terminate the contract without being entitled to any compensation and, where applicable, with performance of the services at the contract holder's own expense and risk.

The formal notice is given in writing and is subject to a deadline. If no deadline is provided, the contract holder has one (1) month from the date of notification of formal notice to comply with its obligations or to present its observations.

Penalties may be applied to the contract holder if it fails to comply with the formalities listed in Articles L. 8221-3 to L. 8221-5 of the French Labour Code, relating to the declaration of the company's activity and the declaration of the company's employees.

16 CHANGES IN THE COMPANY, REDRESS OR LIQUIDATION

In accordance with Article 3.4.2 of the CCAG-PI, the contract holder is required to notify the contracting authority immediately of any changes in its legal and/or economic situation occurring during the performance of the contract.

In the event of redress or liquidation, the continued performance or termination of the contract will be carried out in accordance with the legal and regulatory provisions in force.

Termination of the contract as a result of redress or liquidation proceedings takes effect on the date of the decision by the administrator, liquidator or contract holder to abandon further performance of the contract, or on expiry of a period of one month from the sending of the formal notice by the contracting authority.

It does not entitle the contract holder to any compensation.

17 DISPUTES

In the event of a dispute, only French law will apply.

In accordance with Chapter 8 of the CCAG-PI, the parties undertake to seek an amicable settlement either on their own initiative, or by appealing to the Comité Consultatif National de Règlement Amiable des Différends (National advisory committee for the amicable settlement of disputes, CCNRA) relating to contracts awarded by public State institutions (Articles R2197-1 to R2197-12 and D2197-13 to D2197-22 of the PPC)²:

Direction des Affaires Juridiques
Sous-direction de la commande publique
Bureau économie, statistiques et techniques de l'achat public
Bâtiment Condorcet - 6 rue Louise WEISS
Teledoc 353 - 75703 PARIS Cedex 13
Phone: +33 1 44 97 03 20/Email: ccnra@finances.gouv.fr

Any dispute relating to the interpretation of the stipulations of the contract or the services covered by the contract may be referred to the CCNRA.

In accordance with Articles R2197-23 and R2197-24 of the PPC, in the event of a dispute concerning the performance of public contracts, it is possible to use the services of the Médiateur des entreprises (Business mediator), free of charge³.

In the event of failure to reach an amicable settlement, the parties may resort to a settlement as defined in Articles 2044 et seq. of the French Civil Code. Acceptance of the result of the settlement implies that the parties waive any subsequent recourse for the same purpose.

It is formally specified that under no circumstances or for any reason whatsoever may any disputes arising between the representative of the contracting authority and the contract holder be invoked by the latter as a cause for stopping or suspending, even temporarily, the services to be performed.

Failing this, the Tribunal Administratif de Melun has sole jurisdiction.

Tribunal Administratif de Melun
43, Rue du Général de Gaulle - P.O. Box 8630
77008 Melun Cedex
Phone: +33 1 60 56 66 30
Email: greffe.ta-melun@juradm.fr
Website: <https://melun.tribunal-administratif.fr/>

18 DEROGATIONS FROM THE CCAG-PI

The derogations are as follows:

SAS article	CCAG-PI article
5.2	3.4.3
5.4.3	28.5
5.4.5	30
13.1	35.3.1

² A referral to the Comité Consultatif National de Règlement Amiable des Différends relating to public contracts, as well as its investigation, is free of charge.

³ <https://www.mieist.finances.gouv.fr/>