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SUBJECT OF THE CONSULTATION

Supply and delivery of animal tracking devices and accessories in mainland France and the overseas departments

STANDARD CONTRACT AWARDED UNDER THE OPEN TENDER PROCEDURE

In accordance with the legislative and regulatory provisions
of the Public Procurement Code of 1 April 2019
(Articles L.2124-1 and L.2124-2, as well as R.2124-1, R.2124-2, R.2162-13 and R.2162-14)

Contract No. 2026-36

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ARTICLE 1 – GENERAL PROVISIONS

1.1 Background and overview

The French Biodiversity Agency (OFB) is a public body under the supervision of the Ministry of the Environment and the Ministry of Agriculture. It is dedicated to the conservation 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 tasks:

- environmental policing and wildlife health policing;
- knowledge, research and expertise on species, habitats and their uses;
- support for the implementation of public policies;
- management of, and support for, managers of natural areas;
- supporting stakeholders and mobilising society.

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

1.2 Subject of the contract

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

A detailed description of the services is set out in these Special Terms and Specifications .

1.3 Division of the contract

The contract is divided into fifteen (15) lots as follows:

Lot No.	Lot No. Old Contract	Titles of separate lots	Maximum amounts in € excluding VAT (including any renewals)
1	4	Solar-powered VHF < 2g for Lagopède	€40,000.00
2	6	VHF for European mink	€72,000.00
3	13	Solar-powered GSM GPS ≤ 3.5 g for waders and turtle doves	€800,000.00
4	14	Solar-powered GSM GPS for Eurasian jays	€80,000.00
5	15	Solar-powered GSM GPS ≤6.5 g for Alpine ptarmigan and waders	€760,000.00
6	17	Solar-powered GSM GPS ≤ 8.5 g for Alpine ptarmigan	€320,000.00
7	18	Solar-powered VHF/UHF GPS ≤ 8.5 for Alpine ptarmigan	€120,000.00
8	19	Solar-powered GSM GPS ≤9.5g for Common Teal, rock ptarmigan and woodcock	€800,000.00
9	20	Mandatory GPS GSM and solar-powered VHF/UHF <10g for Alpine Snowcock	€200,000.00
10	24	Solar-powered GSM GPS with gross weight ≤ 10g for Alpine ptarmigan, rock partridge and wood pigeon	€400,000.00
11	25	Solar-powered GSM GPS tracker, acceleration ≤ 12g, for curlews, red-crested pochards and corvids	€200,000.00
12	26	Solar-powered GSM GPS ≤ 17g for Common Pochard	€280,000.00
13	27	Solar-powered GSM GPS, weight ≤ 13g, for ducks	€320,000.00
14	29	Solar-powered GSM GPS, 26g, for barnacle geese	€160,000.00
15	36	GPS ear tags ≤ 22g for wild boar	€80,000.00
TOTAL (excl. VAT)			4,632,000.00

1.4 Procurement procedure and form

The procurement procedure is an open tender in accordance with Articles L.2124-1 and L.2124-2, R.2124-1 and R.2124-2 of the Public Procurement Code.

The contract is a single-supplier framework agreement with purchase orders, based on unit prices, with no minimum value and a specified maximum value, to be performed as and when 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.

The maximum total value of the framework agreement, including any renewals, is set at €4,632,000.00 excluding VAT. This amount is allocated amongst the various lots, the respective amounts for which are set out in the table above.

ARTICLE 2 : SIMILAR SERVICES

Pursuant to Article R2122-7 of the Public Procurement Code, the contracting authority may award one or more contracts, without prior advertising or competitive tendering, for the provision of services similar to those entrusted to the contractor under this contract, for a period not exceeding three years from the date of notification.

ARTICLE 3 : DURATION OF THE FRAMEWORK AGREEMENT

The framework agreement is concluded for an initial term of 12 months (one year) from the date of its notification. The contracting authority shall publish the contract on the PLACE buyer profile.

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

In the event that the framework agreement or any of the lots comprising it is not renewed, the OFB shall inform the contractor of its decision at least three (3) months before the end of the current period.

ARTICLE 4 : CONTRACTUAL DOCUMENTS

In accordance with Article 4 of the CCAG-FCS, the contractual documents for the contract are as follows, in descending order of priority:

- The Commitment Deed (CD) and its financial annex;
- The Special Terms and Specifications (STS) ;
- The General Administrative Terms and Conditions applicable to public contracts for routine supplies and services ([CCAG-FCS](#)), approved by the Order of 30 March 2021;
- The successful tenderer's technical proposal.

Any reference in documents drawn up by the contractor that is contrary to the provisions of the CD, these STS or the CCAG-FCS shall be deemed null and void.

ARTICLE 5 : TERMS OF PERFORMANCE

5.1 Administrative contact

For the technical performance of the contract, the contractor shall liaise with the OFB contact person responsible for the relevant lot. The contact details of each OFB contact person will be provided to the contractor following notification of the framework agreement.

For any queries relating to the financial performance of the framework agreement, the contractor should send their enquiries to the following email address:
financier.srd@ofb.gouv.fr

For any queries relating to the administrative implementation of the framework agreement, the contractor should send their enquiries to the following email address:
marches.publics@ofb.gouv.fr

5.2 Contractor's representative

The contractor for each lot shall designate one or more contact persons authorized to represent them in dealings with the public authority, for the purposes of the performance of the contract.

Notwithstanding clause 3.4.1 of the relevant General Conditions of Contracts (CCAG), this contact person or these contact persons shall be designated in the successful tenderer's tender.

Other individuals may be authorized by the contractor during the performance of the contract.

The contractor undertakes to inform the public body without delay of any change in the designated contact person.

5.3 Services to be provided

The services required under the framework agreement include:

- The supply and delivery of animal geolocation devices and accessories, as described and set out in the technical annex to this document.

For each lot, the contractor shall specify the various accessories available (in particular those required for the operation and attachment of the device) for the listed products and shall list them or submit an extract from the catalogue of accessories that may be used, to enable the public body to order them where necessary.

- The OFB also wishes to be able to order accessories and consumables that are compatible with products previously acquired by the institution, provided they are available in the contractor's catalogue. In this regard, the contractor may be contacted by the OFB's departments regarding its ability to supply additional accessories in accordance with the terms set out in this Tender Specifications
- the delivery of equipment to mainland France (including Corsica), departments, territories and overseas communities;
- the warranty on the equipment supplied.
- after-sales service.
In the event of delivery of defective equipment, the delivery costs (dispatch and collection) shall be borne by the contractor, including the recycling of such equipment.

The technical specifications for the products required for lots 1 to 15 are annexed to this tender document and set out the applicable minimum technical requirements.

5.4 Time limit for completion

Article 13.1.1 of the relevant General Conditions of Contract (CCAG) applies here.

The performance deadlines are set out in the successful tenderer's bid and correspond to the delivery deadlines specified in the purchase orders, with the exception of the overseas departments and territories, to which specific delivery deadlines may apply.

The performance period commences upon notification of the relevant purchase order.

The maximum performance period is 6 (six) months unless otherwise specified in the technical specifications.

For consignments to overseas territories (the departments of Guadeloupe, French Guiana, Martinique, Mayotte, Réunion and to Saint-Pierre-et-Miquelon, and other overseas territories where applicable), the contractor shall notify the department responsible for the implementation of this framework agreement of the specific delivery time for each destination, following the completion of administrative procedures and confirmation of the collection dates by the carrier for dispatch (where applicable, specific to each of the destinations concerned).

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

5.5 Extension of the contract performance period

In accordance with Article 13.3 of the CCAG-FCS, where the contractor is unable to meet the performance deadlines due to the actions of the contracting authority or due to an event constituting force majeure, the contracting authority shall extend the performance period. The period thus extended shall have the same effect as the contractual deadline.

To benefit from this extension of the performance period and deferral of delivery, the contractor must notify the contracting authority of the causes preventing the performance of the contract within the contractual timeframe. To this end, the contractor has a period of fifteen (15) days from the date on which these causes arose, or a period running until the end of the contract, should the contract expire within less than fifteen (15) days. In the same request, the contractor shall specify to the contracting authority the duration of the extension sought.

The contracting authority shall have a period of fifteen (15) days from the date of receipt of the contractor's request to notify the contractor of its decision, provided that the contract does not expire before the end of that period.

5.6 Verification procedures

Chapter 5 (Articles 27 to 30) of the CCAG-FCS, relating to the verification of the performance of services, shall apply.

The purpose of the quantitative and qualitative checks is to enable the OFB manager responsible for the service to verify, in particular, that the contractor:

- has deployed the resources specified in the contract, in accordance with the requirements set out therein;

- has carried out the services defined in the contract as being for their account, in accordance with the contractual provisions.

In accordance with paragraph 28.2 of the relevant CCAG, the OFB manager has a period of fifteen (15) days to carry out the checks and notify their decision to accept, defer, accept with a reduction or reject the work.

5.7 Technical guarantee

The warranty period is specified in the successful tenderer's bid.

5.8 After-sales service

The terms and conditions and timeframes for after-sales service are set out in the successful tenderer's tender.

5.9 Review clause

This framework agreement may be amended in accordance with Articles R. 2194 to R. 2194-9 of the Public Procurement Code

A review clause is therefore inserted into this framework agreement; the scope of application and nature of any amendments, as well as the conditions under which it may be invoked, are set out below:

- The service must provide for the replacement of equipment and accessories offered in a lot, in line with technological developments, whilst maintaining access to the accessories necessary for the operation of the proposed equipment throughout the duration of the framework agreement.
- The contractor undertakes to inform the contracting authority as soon as possible of any change in a product's specifications, or indeed of any change of product where production has ceased, and in the event that a model is consequently replaced during the term of the contract. The contractor shall propose a technically equivalent product at a price lower than or equal to that of the product in the initial tender.
- In such an event, the contractor shall submit a new price schedule and the full technical data sheet for the substitute product (including a catalogue extract), which must necessarily meet the mandatory and minimum requirements set out in these specifications and their annexes.

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

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

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

5.10 Sustainable Development Clause

Environmental clause

In accordance with Article R234-1 of the Energy Code, the products covered by this contract must be energy-efficient. The contract therefore includes an environmental performance requirement.

ARTICLE 6 : FINANCIAL ARRANGEMENTS

6.1 Form of pricing

The prices under the framework agreement are unit prices and are set out in the schedule of unit prices and, where applicable, in the contractor's catalogue.

Prices **are subject to revision** in accordance with the conditions set out in paragraph 6.3 of this document.

The initial prices are set out in the financial annex (UPS) to the commitment agreement.

6.2 Composition of the price

Notwithstanding Article 10.1.3 of the CCAG-FCS, the contract prices exclude any other fees or reimbursement of costs in respect of the services.

They are deemed to include all taxes, parafiscal charges or other levies that are mandatorily applicable to the service.

Unit prices shall be applied to the quantities actually supplied and expressed as follows:

- Carriage and packaging included for delivery to mainland France, including Corsica,
- As prices exclusive of VAT, excluding transport costs, duties and specific taxes relating to delivery to overseas departments and territories (unknown at the time the relevant order is placed and varying according to the destinations concerned).

6.3 Price revisions

For all lots:

In accordance with Article R2112-13 of the Public Procurement Code, prices are set on the basis of the economic conditions in force in month M0, corresponding to the month of the deadline for the submission of tenders. The initial prices will be revised annually to take account of changes in manufacturers' public price lists or the successful tenderer's public price list (catalogue prices for all its customers), subject to a maximum of one revision per 12-month period.

Initial prices determined on the basis of the public price list may be revised either downwards or upwards.

Any price revision must be requested by the contractor and sent by email to the finance department at the following email address: revision-prix@ofb.gouv.fr, with a copy to the administrative department of the OFB contact designated by the OFB at the time of notification, as well as to the designated OFB contact (5.1 of this document).

This request for revision must be accompanied by a new, updated financial annexe including the supporting documentation for the change in the initial prices, in particular:

- the current price list applicable to all its customers, dated and numbered;
- the exact catalogue reference (with an extract from the catalogue), in the event of technological changes to the product, in accordance with the review clause set out in this STS;
- a justification for the increase in unit prices in the event that the annual tariff adjustment results in an annual price increase of more than 5 per cent

The contracting authority has one month to give its express consent 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 request for revision.

Application of the revised prices:

The revised financial annex must be expressly approved by the contracting authority by any means, including an email with acknowledgement of receipt.

The price revision thus accepted shall apply to purchase orders signed from the anniversary date of the notification of the framework agreement by a person authorised for that purpose.

Safeguard clause:

The public body reserves the right to terminate the contract without compensation should successive price revisions result in an increase of 20 per cent over the total duration of the contract, including any renewals.

6.4 Issuing of purchase orders

The framework agreement is implemented through the issue of purchase orders as and when the public body requires them. Purchase orders shall be sent to the contractor by any physical or electronic means that allows the date and, where applicable, the time of receipt to be determined with certainty.

Purchase orders shall specify:

- the name of the organization issuing the purchase order;
- the contract reference (2026-36) and the number of the relevant lot;
- the purchase order number;
- the contractor's details (company name and address);
- the contact details (name, address, telephone number, email address) of the person placing the
- ;
- details of the order (description of the equipment in accordance with the UPS and the catalogue, and quantity);
- the unit prices excluding VAT in force on the date of the purchase order;
- the delivery locations and corresponding delivery times, which may vary depending on the destinations,
- the pre-tax amount of the purchase order
- the total amount of the purchase order including VAT;
- the billing address.

Purchase orders may be notified to the contractor up to the last day of the contract's validity and shall continue until they have been fully executed.

6.5 Delivery, transport, customs clearance and taxes

The contractor shall, at its own risk and expense, arrange for the delivery of the supplies to the delivery location designated by the purchaser.

Mainland France and Corsica:

The prices quoted in the tender are deemed to include all costs necessary for the proper performance of the service, in particular:

- Packaging, packing and loading;
- Main transport and intermediate transport;
- Insurance;
- Handling costs;
- Export and import formalities;
- Applicable customs duties, taxes and charges;
- Customs clearance charges;
- Any other charges necessary for the actual delivery of the goods to the location specified by the purchaser.

No additional costs relating to transport, customs clearance, duties or taxes may be claimed from the purchaser after notification of the contract.

Overseas departments and territories:

Upon receipt of the supply order, the contractor shall arrange for the dispatch of the supplies under the same conditions as for mainland France.

In both cases, the contractor remains solely responsible for the administrative, customs and logistical procedures necessary for the import and delivery of the supplies.

6.6 Pledge, assignment of claims

Upon request, the contractor shall be issued with a copy of the original contract bearing a statement signed by the public authority indicating that this document is issued as a single copy, or a certificate of transferability for the purposes of any notification of an assignment or pledge of a claim.

With regard to the purchase order section of the contract, the holder shall, upon request, be issued either a single copy or a certificate of transferability of the contract, or a single copy or a certificate of transferability for each purchase order.

Where applicable, for the parts relating to them, a copy of the original contract bearing a statement signed by the public authority indicating that this document is issued as a single copy, or a certificate of transferability for the purposes of any notification of an assignment or pledge of the claim, shall be issued in the name of the consortium, at its request.

6.7 Retention of guarantee

Not applicable.

6.8 Advance

Pursuant to Articles L.2191-2 and L.2191-3 of the Public Procurement Code (STS), an advance payment may be granted to the contractor.

In accordance with Article R.2191-5 of the STS, the contractor may refuse payment of the advance. The contractor shall indicate in the contract of engagement whether they accept or refuse payment of the advance.

In accordance with Option A set out in Article 11 of the CCAG/FCS, where an advance payment is accepted and in accordance with Articles R.2191-4, R.2191-13 and R.2191-16 of the Public Procurement Code, an advance payment is provided for where the initial amount of the purchase order exceeds 50,000 euros excluding VAT and provided that the performance period exceeds two months. The amount of the advance is calculated in accordance with the provisions of Article R.2191-6 et seq. of the Public Procurement Code.

The amount of the advance payment is set at 20 per cent of the pre-tax amount of each purchase order, subject to the conditions set out in Articles R.2191-7 and R.2191-16 of the Public Procurement Code.

6.9 Instalments

Not applicable.

6.10 Currency

The currency of payment for the contract is the euro.

ARTICLE 7 : PAYMENT AND INVOICING TERMS

7.1 Payment terms

Payment is made by administrative payment order.

In accordance with Article R.2192-10 of the French Civil Code, sums due to the holder(s) shall be paid within a total period of thirty (30) days from the date of receipt of the invoices or equivalent payment requests, following service.

The chosen method of payment is the administrative payment order.

In the event of late payment, default interest shall be payable. The rate of default interest corresponds to the European Central Bank's base rate (in force on the^{first} day of the half-year) plus eight percentage points.

Furthermore, a fixed compensation fee of €40 for recovery costs must always be added to the interest on arrears payable to the creditor.

7.2 e invoicing terms

The amounts of instalments 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 Articles 96 F to 96 I bis inclusive of the General Tax Code, Annex 3.

In addition to the statutory details, the invoice must include the following information:

- Invoice date;

- Invoice number;
- Contract number (2026-36) and lot number;
- Identity of the seller (name, address, SIREN or SIRET or RCS number);
- VAT registration number (unless the holder is based outside the EU);
- Buyer's details (name and address) (OFB);
- Description of the services provided (description of equipment, quantity);
- Total amount payable excluding VAT and including VAT, written out in words for handwritten invoices;
- Total amount payable including VAT, written out in words for handwritten invoices;
- VAT rate (unless the holder is outside the EU);
- Relevant section of the General Tax Code, together with an up-to-date certificate (if the holder is not liable for VAT or for services not subject to VAT);
- the holder's **bank or postal account number** as specified on the CD.

In the case of a joint consortium, each member of the consortium receives directly the sums relating to the performance of their own services.

In the case of a joint group, payment is made into a single account, opened in the name of the group's members or the authorised representative, unless otherwise stipulated in the response provided by the applicants.

Invoices and other payment requests must be submitted electronically and must be sent exclusively via the dedicated 'Chorus Pro' invoicing portal at the following address:

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

Electronic payment requests and invoices sent to OFB must include the following information:

- the OFB's SIRET number, to identify the OFB as the recipient of your invoice: 130 025 919 000 15;
- The number of the department responsible for processing the invoice: **STB**;
- The commitment number in the following format: EJ/2025/XXXXXXXXX (to be requested from the OFB project manager).

Full information on electronic invoicing is also available at the same address on the Chorus Pro website.

Please note: For deliveries to overseas territories, the service provider will invoice at the unit prices excluding VAT (net) as set out in the Unit Price Schedule (UPS). The service provider will issue a separate invoice (quoting the contract number and the number of the equipment invoice to which it relates). This invoice will cover all transport and delivery costs, as well as any duties and taxes specific to the destination, re-invoiced to the nearest euro, which the service provider will have paid in advance so that the recipient incurs no costs upon receipt of the goods (a summary statement of costs will be attached).

ARTICLE 8 : PENALTIES

8.1 Penalties for delay

In accordance with Article 14 of the CCAG-FCS, in the event of a delay in the performance of the services by the contractor, penalties for delay shall be applied.

Notwithstanding Article 14.1.1, the following formula shall apply:

$$P = V * R / 300$$

P = the amount of the penalty;

V = the value of the services on which the penalty is calculated, this value being equal to the base price, excluding price variations and outside the scope of VAT, of the part of the services that is delayed or of all the services, if the delay in the performance of one part renders the whole unusable;

R = the number of days' delay

The completion deadline is specified in each purchase order.

The total amount of penalties for delay may not exceed 10 per cent of the total contract value excluding VAT.

Notwithstanding clause 14.1.3, the contractor shall not be exempt from penalties where the amount is less than 300 euros.

ARTICLE 9 : OBLIGATIONS OF THE CONTRACTING PARTIES

9.1 Obligations of the contractor

Obligation to achieve the specified result with regard to the service within the timeframe specified in the purchase order.

The contractor undertakes to comply with the requirements and specifications described and set out in detail in the Special Terms and Specifications of Contract.

The contractor undertakes to ensure that the services are performed in accordance with the conditions set out in these Special Terms and Specifications of Contract.

Should it be established that the contractor has not correctly performed the services requested, the contractor shall bear the cost of rectifying them.

Obligation to provide information and advice

The contractor undertakes to keep the OFB regularly informed of the performance of the services expected and described in the Contract Specifications.

It is the contractor's responsibility to advise the OFB throughout the duration of the contract, to notify the OFB of any difficulties they may encounter and, in general, to take all appropriate and necessary steps to ensure the performance of the services entrusted to them.

9.2 Obligations of the e of the OFB'

Upon notification of a contract, and to enable the contractor's team to carry out the services for which it is responsible within the time limits set, the OFB undertakes to:

- Provide the contractor with the information and documents necessary for the performance of its services;

- Appoint a representative responsible for monitoring the services and coordinating relations with the contractor. The OFB contact person (see paragraph 5.1 of this document) is responsible for ensuring that the services are carried out smoothly. They liaise with the service provider;
- Ensure compliance with the terms of reference.

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

ARTICLE 10 : SUBCONTRACTING

Not applicable.

ARTICLE 11 : CONFIDENTIALITY , PROTECTION OF PERSONAL DATA

The provisions of Article 5 of the CCAG-FCS are fully applicable.

11.1 Confidentiality

The contractor shall comply with all obligations arising from the application of these provisions, as well as those arising from the laws and regulations relating to the protection of confidential information.

The contractor undertakes to keep confidential, in all circumstances and for whatever reason, any information communicated to it in connection with purchase orders arising from this contract.

In order to ensure the protection of confidential information, each party undertakes to take all necessary measures.

No information concerning the performance of the contract may be disclosed to third parties, in particular to market research firms and polling organisations.

The contractor and its staff are required to comply with the obligations of discretion, security and confidentiality.

The contractor shall take all appropriate measures to ensure the protection and confidentiality of the information it holds or processes, in accordance with the provisions of the GDPR and the amended Act No. 78-17 of 6 January 1978 on data processing, files and freedoms. Individuals may exercise their right of access to and rectification of such information by contacting the contractor.

Upon request, the contractor shall provide the necessary documents certifying that it has completed all the regulatory formalities with the CNIL.

Failure to comply with these provisions shall be deemed a breach of contract sufficient to entitle the contracting authority to terminate the contract at the contractor's fault and at the contractor's own expense and risk, without prejudice to any damages that may be claimed under Article 1242 of the Civil Code.

11.2 Protection of personal data

The Contractor, the Contracting Authority and its representative, who, in the course of the performance of the contract, become aware of information or are provided with documents or materials of any kind designated as confidential and relating, in particular, to the subject matter of the contract, the resources to be deployed for its performance, the operation of the Contractor's services, the Contracting Authority and its representative, shall be required to take all necessary measures to prevent such information, documents or materials from being disclosed to any third party who has no need to know their content. A Party may not request confidentiality in respect of information, documents or materials which it has itself made public.

The Contractor must inform its subcontractors of the confidentiality obligations and security measures required of it for the performance of the contract. It shall include these in the subcontract.

This confidentiality obligation does not apply to any information, documents or materials that are already in the public domain at the time they are brought to the attention of the contracting parties.

ARTICLE 12 : INTELLECTUAL PROPERTY PROTECTION – ASSIGNMENT OF RIGHTS AND PRIOR KNOWLEDGE

The provisions of Chapter 6 (Articles 34 to 37) of the CCAG-FCS are fully applicable.

ARTICLE 13 : INSURANCE

The Contractor undertakes to comply with all obligations applicable to this contract.

The contractor shall be fully liable for any damage or accidents – of whatever nature – to property or persons caused by the conduct of operations or the manner in which they are carried out.

In accordance with Article 9 of the CCAG-FCS, the contractor:

- must take out insurance to cover its liability towards the contracting authority and third parties who are victims of accidents or damage caused by the performance of the services.
- **Notwithstanding Article 9 of the relevant CCAG**, the contractor must demonstrate, at the time the contract is awarded, that they are covered by an insurance policy in respect of civil liability arising under Articles 1240 to 1242 of the Civil Code, as well as in respect of their professional liability, in the event of damage caused by the performance of the contract.

To this end, the contractor must provide a certificate from their insurer confirming that they are up to date with their premiums and that their policy provides cover commensurate with the scale of the work, including, in particular, financial liability for personal injury or property damage caused during the performance of the contract.

At any time during the performance of the service, the successful tenderer must be able to produce this certificate, at the contracting authority's request and within fifteen (15) days of receiving the request.

ARTICLE 14 : DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR

The contractor must submit the following every six (6) months from the date of notification of the contract and until its expiry:

- where applicable, the documents specified in Articles R.1263-12, D.8222-5, D.8222-7 or D.8254-2 to D.8254-5 of the Labour Code;
- a certificate confirming the submission of social security declarations and the payment of social security contributions as provided for in Article L.243-15, issued by the social security body responsible for collecting contributions, dated within the last six months;
- a list, by name, of foreign employees employed by the licence holder and subject to the work permit requirement set out in Article L.5221-2 of the Labour Code. This list shall specify, for each employee, their date of recruitment, their nationality and the type and serial number of the document serving as a work permit.

The documents and certificates mentioned above must be submitted by the licence holder to the following address:

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

In the event of any inaccuracy in the documents and information referred to in Articles R.2143-3 and R.2143-6 to R.2143-10 of the Public Procurement Code, or a refusal to produce the required documents, the termination provisions set out in the contract shall apply to the detriment of the contractor.

ARTICLE 15 : TERMINATION

Only the provisions of Chapter 7 (Articles 38 to 45) of the CCAG-FCS, relating to the termination of the contract, shall apply.

ARTICLE 16 : CHANGES IN THE COMPANY'S CIRCUMSTANCES, RECOVERY OR COMPULSORY LIQUIDATION

In accordance with Article 3.4.2 of the CCAG-FCS, the contractor is required to notify the contracting authority without delay of any changes to its legal and/or economic situation occurring during the performance of the contract.

In the event of reorganisation or compulsory liquidation, the continuation of the contract or its termination shall take place in accordance with the legal and regulatory provisions in force.

Termination of the contract following reorganisation or compulsory liquidation proceedings shall take effect on the date of the decision by the administrator, liquidator or contractor to cease performance of the contract, or upon the expiry of a period of one month from the date on which the contracting authority sent the formal notice.

It does not entitle the holder to any compensation.

ARTICLE 17 : DISPUTES

In the event of a dispute, French law shall apply exclusively.

In accordance with Chapter 8 (Article 46) of the CCAG-FCS, the parties undertake to seek an amicable settlement either on their own initiative or by referring the matter to the National Advisory Committee for the Amicable Settlement of Disputes (CCNRA) relating to contracts awarded by public bodies of the State (Articles R.2197-1 to R.2197-12 and D.2197-13 to D.2197-22 of the STS)¹ :

Legal Affairs Directorate
Public Procurement Sub-Directorate
Economics, Statistics and Procurement Techniques Office
Condorcet Building – 6 rue Louise WEISS
Télédoc 353 - 75703 PARIS Cedex 13
Telephone: 01 44 97 03 20
Email: ccnra@finances.gouv.fr

The latter may be called upon to resolve any dispute relating to the interpretation of the contract terms or the services covered by the contract.

¹ Referral to the National Advisory Committee for the Amicable Settlement of Disputes relating to Public Procurement, and the Committee's consideration of the case, are free of charge.

In accordance with Articles R.2197-23 and R.2197-24 of the French Public Procurement Code (STS), in the event of a dispute concerning the performance of public contracts, recourse may be had to the Business Ombudsman, whose assistance is available free of charge:² .

Should an attempt at an amicable settlement fail, 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 a waiver of all further recourse in respect of the same matter.

It is expressly stipulated that under no circumstances or for any reason whatsoever may any disputes that may arise between the representative of the contracting authority and the contractor be invoked by the latter as grounds for the cessation or suspension, even temporarily, of the services to be provided.

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

Melun Administrative Court
43, rue du Général de Gaulle
PO Box No. 8630
77008 Melun Cedex
Telephone: 01 60 56 66 30
Email: greffe.ta-melun@juradm.fr
Website: <http://melun.tribunal-administratif.fr/>

ARTICLE 18 : EXEMPTIONS

Nature of the exemption	STS	Reference CCAG
<i>Representative of the holder</i>	5.2	3.4.1
<i>Price</i>	6.2	10.1.3
<i>Penalties</i>	8.1	14.1.1 and 14.1.3
<i>Insurance</i>	13	9

² <https://www.mieist.finances.gouv.fr/>