AMBASSADE
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Specifications

Contract for the security of the premises of the French Embassy in Hungary

2027/2

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1. GENERAL PROVISIONS

1.1 PREAMBLE

In these Specifications:

The term 'contractor' refers to the economic operator that concludes the contract with the public body.

The term 'public body' refers to the French Embassy in Budapest.

The 'contracting authority' is the French Embassy in Budapest.

The representative of the contracting authority and signatory to this contract is the French Ambassador to Budapest.

These specifications comprise 16 pages, numbered from 1 to 16.

1.2 SUBJECT

The purpose of this contract is the security services of the premises of the French Embassy in Hungary.
'Security services' shall be understood to mean all the services defined below and intended to ensure the protection of the site, premises, facilities and equipment, in order to prevent, respond to and control any suspicious activity on the site(s) and to receive, provide information to and screen any person requesting access.

1.3 DURATION

The contract is concluded for a fixed term of 1 (one) year from 1 January 2027.
It is tacitly renewable **3 (three) times** for periods of 12 months. The total duration of the contract may not exceed 4 (four) years.

The contractor may not object to its renewal.

In case of non-renewal, the public body shall inform the contractor of its decision at least 3 months before the end date of the current period. The contractor shall, however, remain in post until the end of the current period.

The start date for the provision of services is set by the public body. It may be after the date on which the contract was signed.

1.4 PRICE

The contract price corresponds to the allocation of the staff required to perform the tasks described below.

1.5 CONTRACT DOCUMENTS

The contract consists of the contractual documents listed below:

- The contractual undertaking
- The financial documents;
- These specifications:
- The contractor's technical tender;
- Contract amendments.

2. REVIEW CLAUSE

The purpose of this review clause is to take account of any fluctuations without disrupting the overall structure of the contract.

This contract may be amended, in accordance with Article R.2194-1 of the French Public Procurement Code, on the following grounds:

- Where additional works, supplies or services, regardless of their value, have become necessary;
- In case of unforeseen circumstances;
- In case of a new contractor taking over the contract through a transfer;
- For any non-substantial amendment, i.e. one that does not significantly alter the subject or the financial balance of the contract.

The contract is amended by means of an addendum agreed between the two parties.

Furthermore, the public body may, in any circumstances, unilaterally amend the contract without the consent of the contractor. The amendment is made by way of a service order.

3. CONTACTS

3.1. REPRESENTATION OF THE PUBLIC BODY

The public body's contact person is:

- The Embassy's Head of Operational Security for organisational and operational matters;
- The General Secretariat of the site for administrative and financial matters.

3.2. REPRESENTATION OF THE CONTRACTOR

3.2.1. Designated contact persons

Upon notification of the contract, the contractor shall appoint one or more contact persons authorised to represent them in dealings with the public body.

Under no circumstances may the contractor or its staff represent the French Embassy or behave in a manner likely to give that impression. They are obliged to inform third parties that they are not members of the civil service of the French Republic.

3.2.2. Staff assigned to the provision of services

3.2.2.1. Required qualifications

The contractor shall assign staff with the necessary level of professional experience and the required qualifications to ensure the successful provision of the requested service.

Staff must be fully familiar with the regulations and standards in force. The contractor must be able to provide evidence, at the request of the public body, of the qualifications of the employees selected for the posts in question.

The contractor shall employ staff who meet the requirements set out in the specifications. The public body reserves the right to carry out checks on staff to verify compliance with these requirements.

3.2.2.2. Prior approval of the staff by the public body

Upon notification of the contract, the contractor shall provide the public body with a list of the names and identity documents of the staff it is making available to the public body.

3.2.2.3. Changes to and renewal of the staff

Any change to the contractor's staff shall result in an amendment to the list submitted to the public body and shall be subject to prior approval by the latter.

The contractor undertakes to inform the public body of any replacement.

Any new employee must first undertake, at the contractor's expense, a three-day induction at the site of their assigned post.
Throughout the term of this contract, the public body reserves the right to request the replacement of one or more of the contractor's personnel.

A request for replacement by the public body shall in no way give rise to any change in the contract price.
In the absence of a replacement tender from the contractor, or in case of three successive rejections with reasons given by the public body, the contract may be terminated at the contractor's fault.

3.2.2.4. Compliance with regulations and liability

Staff recruited by the contractor remain under its responsibility. The contractor is responsible for any delay or failure.

4. DESCRIPTION OF THE SERVICES REQUESTED

4.1. DESCRIPTION OF THE ASSIGNMENT

Surveillance and security services are provided to address all the following risks relating to fires, incidents, accidents, explosions (whether accidental, criminal or malicious in origin), intrusions, break-ins, attacks, thefts in the car park, acts of vandalism and crowd disturbances. The arrangements and organisation put in place under this security and guarding contract must demonstrate a certain capacity to withstand and neutralise the risks inherent in a given situation, depending on their severity, frequency and development.

Security guarding and surveillance include the following tasks (non-exhaustive list):

- Monitor the immediate surroundings of buildings and anticipate any risk of intrusion.
- Check that buildings are not subject to intrusion, unlawful occupation or damage.
- Control access to buildings, check identities and carry out security checks.
- Check deliveries.
- Immediately report any event or incident relating to the security of the premises to the site security manager.
- Record all events in the logbook in consultation with the Embassy's Head of Operational Security.
- Alert, cooperate and intervene, where necessary, with the authorised person on duty at the site.

Fire safety tasks

Fire safety includes the following tasks (non-exhaustive list):

- Periodically check the condition of the fire alarm control panel,
- Alert the person in charge in the case of a problem with the fire alarm control panel.
- Provide first aid to people feeling unwell or who have been involved in accidents.
- Alert the emergency services in case of a fire, in consultation with the authorised person at the site.
- Be available to assist the emergency services.
- Follow the instructions.
- Evacuate staff and the public.
- Ensure that evacuation routes and fire brigade access routes are clear.
- Alert and assist breakdown services on site in liaison with the person on duty (power cuts, water leaks, etc.)
- Participate at the various statutory evacuation drills on the premises.
- Collaborate and intervene, where necessary, with the authorised person on duty at the site.

4.2. LOCATION OF SERVICES

The sites, premises and facilities for which the contractor undertakes to provide surveillance and security services on behalf of the French Embassy and Consulate are the following:

1. French Embassy in Hungary, Kossuth Lajos tér 13–15., 1055 Budapest
2. Consular Section of the French Embassy in Hungary, Fő utca 17., 1011 Budapest

4.3. REQUESTED STAFF

The candidate must be able to provide one staff member per site and must have the necessary resources to ensure they can be replaced in the event of planned or unplanned absence.

A monthly planning of the staff assigned to each site must always be available for consultation. This planning must be sent to the site every month, one week before the start of the following month. Any changes must be reported to the site immediately.

The contractor must provide staff trained by an accredited organisation and supported by individual certificates.

The contractor further undertakes to ensure, through inspections and refresher training courses of varying duration, depending on staff level, that professional standards are consistently maintained, and to rectify any shortcomings without delay.

The staff assigned to provide the security services must be trained in the following risks:

1. GENERAL TRAINING

A. Training on methods of criminal activity and global risks

- Recognising suspicious behaviour
- Techniques for restraining a resistant individual

B. Professional ethics, reception practices

- The duties of a security guard
- Reporting

C. Prevention
- Measures to combat the risk
- Surveillance, detection, access control, guidelines
- Security checks
- Detection of dangerous objects using a metal detector
- Detection of dangerous objects using an X-ray baggage scanner
- Alert transmission

D. Reporting individuals
- Describing a person physically
- Raising the alarm

E. Diplomatic circles:
- Specific features of working in diplomatic circles and the Vienna Convention
- The risk of demonstrations
- The risk of terrorist attacks
- The discovery of a suspicious parcel
- The anonymous call

F. Physical condition:

The contractor undertakes to provide security guards in excellent physical condition.

2. FIRE SAFETY

A. Understanding fire and fire causes
- Fire causes and appropriate fire-extinguishing agents
- Fire-extinguishing methods and personal protective equipment
- Smoke extraction from premises

B. Fundamentals of hydraulics
- Fire hose reels
- Dry risers

C. Managing the evacuation of the premises
- Assisting with the evacuation of the premises from the security post
- Assistance to the emergency services

3. FIRST AID

The service provider undertakes to supply security guards who hold a first-aid certificate.

4. LANGUAGE

The service provider undertakes to provide security guards who are, where possible, French-speaking; otherwise, English-speaking.

4.4. MATERIAL RESOURCES

Material resources to be provided by the contractor are the following:
- Staff uniforms.

Material resources provided to the contractor by the public body are the following:
- Premises: offices, toilets, lunchroom;
- Notebooks and registers: duty and incident logbook, visitors' register, workers' register, delivery registers, fire register.
- Security equipment: video intercom; door control panel; metal detector; X-ray baggage scanner (consulate);
- Detection and alarm equipment: confinement alarm; fire alarm; video monitoring screen;

- Internet access, landline telephone;

4.5. SERVICE WINDOW

The timetables specified in these special terms and conditions must be strictly respected by the contractor. The security guard must be present at least five minutes before the start of their shift so that the service can begin on time.

They must record their arrival and departure times in the duty log on a daily basis.

Sites	Description	Hours worked	Frequency	Security guard staff
Embassy	Security guard	8:00 – 18:00	Monday to Friday	1
Consulate	Security guard	8:00 – 17:00	Monday to Friday	1

4.6. GENERAL INSTRUCTIONS

The contractor of the post must familiarise itself daily with the instructions issued by the site and comply with them.

The following persons are authorised to issue internal instructions to security guards:
- the Ambassador,
- the security officer,
- the head of the chancellery
- the Head of Operational Security

In case of a serious incident, the security guard must immediately alert the security manager. An immediate response to any alarm triggers (fire, technical, intrusion, etc.) will be required.

4.7. DOCUMENTS TO BE KEPT UP TO DATE

The contractor's staff must keep the following documents up to date:

1. Logbook

It must provide a comprehensive record of the events that occurred during the shift. Any event or incident relating to the site must be recorded at the time it occurs. For each event recorded, the log must detail the circumstances of the event, all actions taken by the security guard, and the follow-up measures taken in response to those actions.

Traceability and retention of the information contained in this log must be guaranteed. The log must be clear, legible and correctly written in English or French. Any incorrect information must be crossed out but remain legible.

Each entry in the logbook shall be time-stamped and unequivocally attributed to the security guard who entered or amended the information.

All information entered in this logbook and in all other registers shall remain the property of the site. The service provider shall take all necessary measures to ensure the confidentiality, availability and integrity of all this information.

Unless prior agreement has been obtained from the site, this information shall not leave the site.

Failure to provide a report will be regarded as a defective provision of the services.

2. Visitors' register:

The security guard will ensure that a comprehensive record is kept of the entries and exits of visitors received at the site. Visitors will be announced in advance to the security guard by the site secretariat.

3. Business register:

The security guard will ensure that a comprehensive record is kept of all entries and exits by staff due to work at the site. Site secretariat will notify the security guard in advance of the arrival of workers.

4. Delivery register:

All deliveries will be checked and recorded in the dedicated register.

5. Fire log

The fire log will be completed after each daily check of the fire control panel and after each maintenance operation.

5. OBLIGATIONS OF CONTRACTOR

The contractor assumes the risks and liabilities arising from laws, regulations and standards in force.

5.1. OBLIGATION TO ACHIEVE A RESULT

The contractor is bound by an obligation to achieve a result regarding the provision of the services required by these specifications.

The contractor shall assume the management and responsibility for the proper provision of all the services and obligations assigned to it under the terms of the contract.

In the event of non-performance, poor performance or delay in the performance of this obligation, the contractor shall be exposed to penalties.

Before starting the provision of the services, the contractor is deemed to have fully understood all the terms and conditions of performance and any obligations. Consequently, the contractor must request any further information they feel is required before providing the services under the contract.

The contractor undertakes to provide the services, throughout the term of the contract, in accordance with its contractual obligations and **with French and European standards, as well**

as those in force in the country where the service is to be provided. In this regard, the contractor must hold all the authorisations and permits required for the performance of the contract in accordance with local laws and regulations.

This provision applies to the standards in force on the date the contract is concluded, as well as to any new standards coming into force during the performance of this contract.

The contractor undertakes to comply with the local legislation in force relating to employment law, in particular the provisions of collective agreements applicable to its sector of activity, especially with regard to wages and other benefits paid to its employees.

5.2. LIABILITY

5.2.1. Contractual liability

The contractor is bound by an obligation to achieve a result as described in the article above.

Consequently, in accordance with Article 1231-1 of the French Civil Code, the contractor must, under its contractual liability, compensate the public body for any loss or damage resulting from the non-performance or improper performance of the said obligations, including where such non-performance is attributable to its staff or subcontractors.

In this regard, the contractor undertakes to require its employees to:

- Have a good command of the language (French or English);
- Wear a uniform;
- Conduct themselves in a manner beyond reproach and have a reserved attitude towards third persons and the site staff. No requests for tips will be tolerated.
- Exercise absolute discretion regarding the internal organisation of the site, particularly regarding remote monitoring facilities;
- Follow the instructions given by the designated site managers;
- Follow the prescribed health and safety instructions;
- Follow the rules and regulations in force at the site;
- Apply restrictions on the use of mobile phones or any audio-visual equipment whilst providing the service;
- Maintain the cleanliness of the areas made available to them and covered by the contract;
- Undergo training and practical exercises enabling them to remedy the situation and, in general, to take all urgent measures in the case of an incident, disturbance or serious disaster, in particular, in the case of theft or fire.

In case of an employee's failure to fulfil their obligations, the site reserves the right to request their replacement without this resulting in any increase to the price agreed in this contract. The replacement must be carried out within eight calendar days following the written submission of the request. In case of a serious breach, the replacement will be immediate.

5.2.2. Tort liability

Unless there is wilful misconduct or gross negligence on its part, the public body shall not be held liable for any damage suffered by the contractor or its staff whilst performing the tasks covered by this contract. No claim, whether for compensation or for rectification, relating to such damage, shall be accepted by the public body.

Except in cases of force majeure, the contractor shall be liable for any loss or direct or indirect damage, whether personal injury or property damage, caused to the public body or to third parties by the contractor itself, by any person acting on its behalf, or by any member of its staff in the course of the performance of this contract.

The contractor shall be liable for any compensation in the event of legal proceedings brought by a third party against the public body as a result of damage caused by the contractor during the performance of the contract.

In the event of any action brought by a third party against the public body in connection with the performance of the contract, the contractor shall assist the public body. Any costs incurred by the contractor in this regard may be borne by the public body.

5.3. OBLIGATION TO PROVIDE INFORMATION AND ADVICE

- ***Obligation to provide information***

The contractor is obliged to report to the public body any matters which they consider may compromise the proper provision of the services.

- ***Obligation to provide advice***

The contractor is obliged to advise the public body on all operations for which they are in charge and responsible.

The contractor undertakes, in particular:

- To notify the other party without delay of any difficulties encountered in the performance of the contract which are likely to delay or jeopardise its performance;
- To report any event brought to its attention that is likely to affect the provision of services or alter the financial terms of the contract.

5.4. CONFIDENTIALITY OBLIGATION

The contractor shall take appropriate measures to keep confidential any information, documents and items to which they have access whilst performing the contract, without IT being necessary to systematically specify their confidential nature.

Such information, documents or items may not, without the express authorisation of the public body, be disclosed, published, communicated to third parties or used directly by the contractor, either outside the scope of the contract or following its completion.

The contractor undertakes to ensure that all its staff, and where applicable its subcontractors and suppliers, comply with these obligations.

The public body may, at any time, request that the contractor return any confidential information or media provided to it, without retaining any copy or trace thereof.

Any breach of the confidentiality obligation by the contractor may result in the termination of the contract at the contractor's fault.

This prohibition does not cease upon the expiry of the contract.

6. ENVIRONMENTAL OBLIGATIONS

The contractor undertakes to implement the following environmental measures:

- energy management: switching off lights, screens and inactive equipment at the end of the working day;
- use of eco-friendly workwear (made from recycled or organic fibres)

7. PENALTIES

Any breach by the contractor of its contractual obligations may result in a penalty.

Penalties are automatically applicable and may be cumulative.

Penalties shall apply following a formal notice to the contractor which has remained unsuccessful within the period specified therein.

Penalties do not constitute a release from liability. The contractor therefore remains fully liable for its contractual obligations, in particular for those services whose non-provision has given rise to the application of penalties.

The imposition of penalties is without prejudice to the public body's right to impose any other contractual sanctions and, in particular, to have all or part of the contract carried out at the contractor's expense and risk.

The penalties that may be imposed by the public body are the following:

Event triggering the penalty	**Amount**
Abandonment of post	300 euros per instance
Unjustified delay of more than 30 minutes	100 euros per instance
Lack of vigilance	100 euros per instance
Theft or damage to equipment	100 euros per instance
Misconduct: proven rudeness, drunkenness, etc.	100 euros per instance
Inappropriate or untidy attire	100 euros per instance

8. CHANGE IN THE CONTRACTOR'S CIRCUMSTANCES

Any change not resulting in the creation of a new legal entity (such as a change of company name, registered office or domicile, or the account to be credited) must be notified to the public body. However, it does not require the public body's prior approval.

Where the amendment results in the creation of a new legal entity (merger, takeover, acquisition of a company in the context of judicial liquidation, etc.), a transfer amendment must be signed between the public body and the new contractor.

The public body shall verify that the new contractor has the financial and technical resources to ensure the continuity of the contract. It is the new contractor's responsibility to provide evidence of this.

The new contractor is obliged to continue the contract currently being performed under the same terms and conditions.

9. REVERSIBILITY PLAN AT THE END OF THE FRAMEWORK AGREEMENT

During the last four (4) months of the contract's term, the contractor must cooperate with the public body or with any third party designated by it to ensure a swift resumption of services without inconvenience to the user.

This clause may be invoked either in the event of the contract's termination or upon the expiry of the contract term.

The contractor must provide the public body with a reversibility plan and forward to the public body all documents and information in its possession relating to the tasks entrusted to it for the performance of the contract.

Meetings to facilitate the planning and implementation of this reversibility are organised, and the contractor is required to attend these meetings.

The implementation of this reversibility plan shall under no circumstances result in the extension of this contract beyond its term.

10. PRICES AND PAYMENT TERMS

10.1. PRICE STRUCTURE

Prizes are paid **quarterly**, in accordance with the amounts and terms set out in the financial documents.

The contract is denominated in **HUF.** Invoices are denominated in **HUF** and payable in **HUF** at the official exchange rate on the date of payment, as set by the Directorate-General for Public Finance at the following link: https://www.economie.gouv.fr/dgfip/taux_chancellerie_change.

The contractor is solely responsible for complying with the applicable tax legislation. If, under the latter, the contractor is required to charge VAT on payments received in performance of this contract, the public body shall pay the contractor, in addition to the price specified in the contract, the amount of VAT charged and shall subsequently claim a refund from the competent national authorities. To this end, the contractor must send the public body an invoice issued in accordance with the applicable VAT legislation, stating the place where the contractor is liable for VAT. The invoice must clearly state that the services are provided for the French Embassy and must show the price excluding VAT and the price including VAT separately.

10.2. ADVANCES

In accordance with Article R. 2191-3 of the French Public Procurement Code, the purchaser shall grant an advance payment to the contractor where the initial contract value exceeds 50,000 euros excluding VAT and the contract period exceeds two months.

The advance payment is made and repaid in accordance with the procedures set out in Articles R. 2191-3 to R. 2191-18 of the French Public Procurement Code.

An advance payment equal to 25% of the initial annual value of the contract is paid to the contractor.

10.3. PRICE REVISIONS

Prices are deemed to be based on the economic conditions prevailing in the month in which the tenders were submitted. They are in HUF and exclude tax.

Prices are fixed for the first year of the contract and may be revised every twelve months to take account of economic changes observed during the contract period and to ensure the contract's initial economic balance. **The adjustment formula used to calculate the adjusted price(s) is:**
Pr = P0 * (It / I0)

In this formula:

- **Pr = Revised price**
- **P0 = Initial contract price**
- **It = Official inflation reference value (KSH) for the price revision quarter**
- **I0 = Official inflation reference value (KSH) for the quarter in which the tender was submitted**

Frequency of price revisions:
The price revision is proposed by the Contractor thirty calendar days before the contract is renewed. The revised prices shall come into force on the contract anniversary date and shall apply to the prices of services ordered from the date on which these revised prices come into force, provided the purchaser has given their consent.

Cap clause: Under no circumstances may the price variation exceed the initial price plus 5%.

Safeguard clause: Where the application of the price revision formula results in an increase of more than 10% in the initial contract prices subject to revision, the purchaser reserves the right to refuse to accept the new prices and to terminate the contract on this ground, without the contractor being entitled to claim compensation.

10.4. SUBMISSION OF INVOICES

The cost of the services is invoiced quarterly.

Invoices must include the following details:

- name and address of the contractor;
- contract reference number;
- performance period (start and end dates of the service);
- location of performance;
- number of the executing service;
- unit prices, including all taxes;
- total order amount, including all taxes;
- name and address of the designated accountant;
- where applicable, the reference number of the quotation or pro forma invoice.

Payment shall be made upon receipt of the invoice, following certification of the service provided, by bank transfer to the account held in the name of the contractor, the details of which are set out on the invoices and attached to this contract.

Any request for payment must be sent by the contractor to the following address:
scg.budapest-amba@diplomatie.gouv.fr

10.5. BILLING DISPUTES

The contractor undertakes to respond to the beneficiary's complaints regarding billing errors or discrepancies within a maximum of **ten (10)** calendar **days**.

All disputes encountered must be recorded by the contractor.

11. TERMINATION

11.1. CIRCUMSTANCES LEADING TO TERMINATION

This contract may be terminated:

1. By unilateral decision of the public body on grounds of public interest;
2. By unilateral decision of the public body, where the contractor encounters, during the performance of the contract, specific technical difficulties the resolution of which would require the deployment of resources disproportionate to the value of the contract;
3. In the event of force majeure rendering it impossible for the contractor to continue performing the contract;
4. By unilateral decision of the public body, in the event of the contractor being placed under safeguard proceedings, judicial reorganisation proceedings or judicial liquidation;
5. Where the contractor is solely at fault, in the event of a sufficiently serious breach, the public body reserves the right to have the contract performed by a third party at the contractor's expense and risk;
6. For breaching the French Labour Code or the applicable local social legislation.

11.2. COMPENSATION

Termination does not entitle the contractor to compensation.

12. INSURANCE

The contractor must provide evidence of holding an insurance policy prior to contract notification.

They must be covered by a valid insurance policy covering the financial consequences of any civil liability they may incur in the event of personal injury and/or property damage caused during the provision of the services.

At any time during the performance of the contract, the contractor must be able to provide an insurance certificate, upon request by the public body and within fifteen (15) days of receipt of the request.

The contractor is liable for any damage that the provision of the services may cause to its staff, to the public body's employees or to third parties, or to its own property, and to the property belonging to the public body or to third parties.

The insurance policies taken out provide unlimited cover for personal injury for which the contractor may be held liable. They provide coverage up to the amounts offered by national insurers, for consequential and non-consequential material and non-material damage.

The contractor undertakes to provide the public body, upon simple written request, with a certificate from their insurer stating the nature, amount and duration of the coverage.

The contractor undertakes to expressly inform the public body of any changes to their insurance policy.

Subcontractors must provide the same documents as the contractor.

13. LANGUAGE

All documents submitted by the contractor to the public body must be written in French or, failing that, in English.

All written or oral communications between the public body, the contractor and any subcontractors shall be in French, or failing that, in English.

14. APPLICABLE LAW

The law applicable to this contract is the French law.

This contract is subject to the provisions of the French Public Procurement Code.

15. DISPUTES

In the event of a dispute, the competent court shall be a French court.

The competent court is the Tribunal Administratif de Paris (Administrative Court of Paris): 7 rue de Jouy – 75181 PARIS Cedex 04. Tel: +33 1 44 59 44 00 – Email: greffe.ta-paris@juradm.fr