

## TENDER RULES

### **Contracting authority**

**FRENCH PLOAR INSTITUTE Paul Emile Victor  
(IPEV)**

### **Purpose of the call of tender**

**Challenger 11 – Mid-life refurbishment**

**Tender n° IPEV\_2025\_014**

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## ARTICLE 1. DESCRIPTION OF THE TENDER

### 1.1. Subject matter of the tender

The subject matter of the tender is to conclude a service contract for the refurbishment of the French Polar Institute's (IPEV) challenger no. 11.

### 1.2. Subject matter of these tender rules

This document defines:

- ✓ the terms of the consultation and the contractual form envisaged;
- ✓ the presentation of bids, the rules and formalities to be complied with;
- ✓ the documents and information to be provided for the evaluation of applications;
- ✓ the procedures for submitting bids;
- ✓ the criteria that will be used to evaluate the bid.

Participation in this consultation implies full acceptance of the provisions of this document.

### 1.3. Contents of the tender documents

The tender documents are composed of the following:

- ✓ The present tender rules;
- ✓ The contract agreement and its appendices;
- ✓ The administrative terms and conditions of contracts (CCAP);
- ✓ The technical specifications (CCTP).

These documents are the property of the Polar Institute. The information provided by the contracting authority may not be used for any purpose other than the preparation of a response to the procurement procedure.

## ARTICLE 2. TERMS OF THE CONSULTATION

### 2.1. Procedure

The procedure chosen for this consultation is an adapted procedure in application of articles R. 2123-1 to R. 2123-7 of the French Public Procurement Code.

### 2.2. Types of public contract

This contract is a supplies contract.

### 2.3. Allotment

This tender is not divided into lots.

### 2.4. Common Procurement Vocabulary

The CPV nomenclature number is: 50110000-9 – Repair and maintenance services of motor vehicles and related equipment.

### 2.5. Forme of the contract

This contract is a framework agreement with purchase orders.

### 2.6. Contractual conditions

The contractual conditions applicable to the contract, the legal clauses and the supplies of the contract are defined in the administrative terms and conditions of contracts referred to in paragraph 1.3 of these Tendering Rules.

### 2.7. Period of validity of offers

The period of validity of the candidate's offer is three (3) months from the deadline for submission of the offers.

### 2.8. Indemnity

The candidate consulted may not claim any indemnity or remuneration for the services provided in the context of this consultation, including for the submission of his tender.

### 2.9. Term of the contract

The delivery/performance period(s) is (are) defined in the Contract Agreement.

## **2.10. General administrative terms and conditions**

The general administrative terms and conditions applicable for the performance of the contract is:

☒ The General administrative clauses of public contracts for current supplies and services (CCAG FCS) approved by order of 30 March 2021.

## **2.11. Variants**

### ***2.11.1. Variants***

In application of article R.2151-8 of the French Public Procurement Code, variants are prohibited.

## **2.12. Currency unit**

The currency unit used is the euro.

## **2.13. Language**

Pursuant to articles R2143-16 et R2151-12 of the French Public Procurement Code, candidates' applications and tenders must be written entirely in French, or accompanied by a French translation.

## **2.14. Consortium (Co-contracting)**

If the applicant presents itself in the form of a grouping, this may be joint or several with joint and several liability of the leader. The documents required in article 3.1 below must be produced by each member of the consortium.

In accordance with articles R 2142-21 and R2151-7 of the French Public Procurement Code, candidates are prohibited from submitting several tenders for the same contract both as individual candidates and as members of a grouping, or as members of several groupings.

A co-contracting exchange service is offered on the 'companies' portal of the State's buyer profile (Plateforme des achats de l'Etat: PLACE) used by the ministries and public establishments of the State.

This service is designed to facilitate contact between companies wishing to bid for public contracts as a group of economic operators.

Explanatory sheets and instructions for using this service are available at the following addresses:

[https://www.marches-publics.gouv.fr/docs/outils-esr-2017/place/Bourse\\_cotraitance\\_mode\\_emploi6.pdf](https://www.marches-publics.gouv.fr/docs/outils-esr-2017/place/Bourse_cotraitance_mode_emploi6.pdf)

<https://www.economie.gouv.fr/dae/bourse-a-cotraitance-service-pour-aider-entreprises>

## **2.15. Subcontracting**

If the candidate intends to subcontract part of the services, he must clearly indicate this by completing form DC4 (declaration of subcontracting) available at the following address:

[https://www.economie.gouv.fr/files/files/directions\\_services/daj/marches\\_publics/formulaires/DC/imprimés\\_dc/D\\_C4-2019.doc](https://www.economie.gouv.fr/files/files/directions_services/daj/marches_publics/formulaires/DC/imprimés_dc/D_C4-2019.doc)

The subcontractor must provide the declaration provided for in articles R. 2193-1 to R. 2193-8 of the French Public Procurement Code (or by signing the DC4, section k).

In addition, in accordance with the order of 22 March 2019 setting the list of information and documents that may be requested from candidates, the candidate shall produce a written undertaking from the subcontractor(s) to prove that it has the capacity of the subcontractor(s) to perform the contract.

Subcontracting the entire contract is prohibited.

## **2.16. Processing of personal data**

Pursuant to Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (RGPD), candidates are informed that personal data (in particular surname, first name, e-mail address, connection data) collected as part of this procurement procedure and as part of the performance of this contract are likely to be processed.

### ***2.16.1. Legal basis for processing***

Paragraphs c) and e) of Article 6.1 of the RGPD.

### ***2.16.2. Purpose of the processing operation(s)***

Follow-up of the present procurement procedure, award of the public contract and legal obligations regarding the duration of administrative usefulness (DUA) applicable to public contracts.

### ***2.16.3. Recipients or category of recipients***

The personal data concerned is intended exclusively for the Purchaser's employees responsible for awarding and then performing this contract.

#### **2.16.4. Retention period**

This data is kept for the duration of the award and performance of the contract and for the duration of the time limit applicable to the contract.

In accordance with the provisions of articles 15 to 21 of the RGPD, the persons whose personal data is collected have a right of access, rectification and deletion of this information concerning them. They may also object to the processing of such data. The right to information and access to personal data may be exercised by contacting the Data Protection Officer.

Any person whose personal data is collected as part of this procedure has the right to lodge a complaint with the CNIL.

#### **2.16.5. Contact details for the Data Protection Officer**

[dpo@ipev.fr](mailto:dpo@ipev.fr)

### **2.17. Right of quotation and image of the French Polar Institute**

The French Polar Institute Paul-Emile Victor does not authorise any mention of its name, logo, photos or plans concerning its activities and personnel.

This prohibition concerns any oral and/or written communication on any material and/or digital medium, neither under the present contract, nor under a customer reference, nor under a separate contractual relationship.

This prohibition applies to the contract holder as well as to its co-contractors and sub-contractors.

Any desire to mention the Polar Institute will, once the services covered by the contract have been effectively and properly carried out, meet the performance criteria guaranteeing for the Institute:

- ✓ communication of interest in terms of the Institute's public or private image in relation to its polar logistics activities,
- ✓ the completion of work or the supply of a good or service with proven technical added value or technological, scientific or logistical developments linked to polar logistics and scientific activities.

This communication will be the subject of a specific agreement covering rights and obligations to use the name, logo, photos and any other content, in accordance with rules and a duration to be determined between the Polar Institute and the Contract Holder.

## **ARTICLE 3. PRESENTATION OF BIDS AND SUBMISSION PROCESS**

All documents must be in French. If certain documents cannot be sent in French, we ask that they be accompanied by a French translation.

### **3.1. Documents and information relating to the application**

#### **3.1.1. Application documents**

Candidates must submit an application file containing the following supporting documents:

1. Letter of application - form DC1;
2. Declaration of the individual candidate or member of the consortium - form DC2 including :
  - ❖ Economic and financial capacity:
    - Overall turnover (excluding VAT) for the last three financial years available;
    - Turnover for the services covered by the contract over the last three available financial years.
    - An appropriate bank declaration or proof of professional risk insurance;
  - ❖ Professional reference and technical capacity of the candidate:
    - A list of the main supplies or services carried out over the last three years in relation to the subject of the contract, stating the amount, date and public or private recipient. Evidence of deliveries and services shall be provided in the form of certificates from the recipient or, failing this, a declaration from the economic operator;
    - A statement of the tools, equipment and technical facilities available to the candidate for carrying out services of the same nature;
    - Indication of the professional training and qualifications of the operators who will perform the services.

In place of these two forms (DC 1 and DC 2), candidates may use the e-DUME (European Single Market Document in electronic format).

Candidates can create their e-Dume via the web portal available on Chorus Pro <http://dume.chorus-pro.gouv.fr/> or on the European Union website at <https://ec.europa.eu/tools/espd/filter?lang=fr>

3. If the candidate is the subject of receivership proceedings or an equivalent foreign procedure, a copy of the judgments;
4. If certain services are subcontracted, the candidate must present his subcontractor (form DC4 or equivalent);

Candidates whose applications have been deemed inadmissible or incomplete within the meaning of Article 2144-7 of the French Public Procurement Code, or whose technical, professional and financial capacities have been deemed insufficient, may be rejected.

### ***3.1.2. Supporting documents and other evidence***

In accordance with Articles R2143-13 and 14 of the French Public Order Code, candidates are not required to provide the documents and information that the Polar Institute can obtain directly via an electronic system for making information available administered by an official body or a digital storage space, provided that their application includes all the information required to consult this system or space and that access is free of charge.

## **3.2. Bid documents**

Candidates must submit a complete bid file containing the following documents:

### ***3.2.1. Draft contract***

The draft public contract includes:

- ✓ The contract agreement and its appendices, dated and signed by the qualified representatives of all the candidate companies likely to be awarded the contract.

### ***3.2.2. Other tender documents***

- ✓ A technical document containing the following sections:
  - Organisation set up for:
    - logistical resources (supply chain, etc.)
    - Advice and assistance
    - Management of quote requests
    - Management of complaints and after-sales service
  - Reporting:
    - Monthly report
    - Post-investigation report
    - Specific report
  - Description of planned trials and tests
- ✓ Any other document deemed useful by the candidate to support its offer.

## **ARTICLE 4. BID SUBMISSION PROCESS**

### **4.1. Deadline for receipt of tenders**

Tenders must be received by the Polar Institute no later than:

See the consultation letter

ATTENTION: Tenders arriving after the deadline will be rejected.

### **4.2. Exchanges during the process**

The various exchanges and communications during the procedure will take place exclusively by electronic means.

Candidates' attention is drawn to the fact that the e-mail address(es) communicated in form DC1 will be used for the transmission of all documents under this procedure via the PLACE Institute's buyer profile: [www.marches-publics.gouv.fr](http://www.marches-publics.gouv.fr).

It is the candidate's responsibility to check their e-mail regularly. The Purchaser cannot be held responsible if the candidate has provided an incorrect address or if he has not checked his messages in good time.

Any question whose answer could have an impact on the content of the bids or the deadline for submission of bids must be sent to the Polar Institute via its buyer profile, identifying each question by a serial number, and specifying if necessary the nature of the document, the chapter, the page number, etc. of the text concerned, no later than ten (10) calendar days before the deadline for receipt of bids. Answers to questions will be sent to candidates in good time.

The Polar Institute will not be obliged to reply to questions asked at a later date, and candidates may not use this as an excuse to postpone the deadline for submission of bids.

Questions and answers from the Polar Institute, if they are of interest to all tenderers, will be brought to their attention in written form by being posted online on PLACE no later than six (6) days before the deadline for receipt of tenders. Applicants wishing to be informed of these exchanges during the consultation must have identified themselves on PLACE when downloading the consultation file.

If, while the tenderers are studying the file, the deadline for receipt of the files is postponed, the above provisions will apply in accordance with this new date.

#### **4.3. Modification of the tender documents**

The Polar Institute reserves the right to make detailed changes to the consultation file no later than six (6) calendar days before the deadline set for the submission of tenders. If only the deadline for submission of tenders is changed, the aforementioned period is reduced to three (3) working days.

Candidates must then respond on the basis of the amended file.

If the deadline set for the submission of tenders is postponed, the above provision shall apply in relation to the new date.

#### **4.4. Terms and conditions for submitting bids**

For this procedure, electronic transmission is required for all phases of the consultation (withdrawal of the consultation file, submission of applications and tenders, negotiation, etc.) through the French State Purchasing Platform (PLate-forme des Achats de l'Etat) from [www.marches-publics.gouv.fr](http://www.marches-publics.gouv.fr).

Electronic submission involves sending a single file containing all the required documents. An acknowledgement of receipt stating the date and time of receipt will be sent.

With the exception of the back-up copy, the sending or submission of the offer on paper or on a physical electronic medium is not authorised.

The Institute may not be held responsible for any damage, direct or indirect, which may result from the use of the site used for the dematerialisation of procedures. The cost of access to the network is borne by each candidate.

Article 1 of the Order of 14 December 2009 on the dematerialisation of public procurement procedures states that economic operators do not have to be identified in order to download the consultation file.
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Economic operators are reminded that if they do not identify themselves, they cannot be alerted to any changes made to the consultation file and other questions/answers relating to the procedure.
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#### **4.5. Virus check**

All files making up the application and the tender must be processed beforehand by the antivirus.

If a computer virus is detected by the Institute when a tender is submitted, the tender will not be opened. This document will then be deemed never to have been received and will result in the inadmissibility of the application and the tender, except in the case where a backup copy has been sent within the deadline and can be used as a replacement.

In the event of inadmissibility of the bid, the applicant will be informed in accordance with the conditions set out in articles R2181-1 to 4 of the French Public Order Code.

#### **4.6. Back-up copy**

In order to avoid any technical difficulties of any kind that might alter or delay this electronic transmission, particularly in the event of a very large volume of files to be transmitted, the Institute authorises the candidate to send a 'back-up copy' in addition to the electronic transmission.

This backup copy reproduces the entire original file sent to the Institute. It may be sent on a physical electronic medium (CD-ROM, DVD-ROM, USB key) or on paper. It must be sent to the following address, at the same time as the electronic submission of the file, in a sealed envelope and must bear the words 'backup copy'.

In accordance with article R2132-11 and Decree no. 2022-1683 of 28 December 2022 - art. 1, candidates or tenderers may also send the purchaser a back-up copy of the documents transmitted electronically to the address : [marchespublics@ipev.fr](mailto:marchespublics@ipev.fr)

The 'backup copy' must be delivered or reach its destination at the addresses indicated above before the date and time indicated in the consultation letter.

The 'backup copy' may be:

- Either delivered in return for a receipt to the above address during the following opening hours: Monday to Friday 9am/12pm - 2pm/16pm,
- Sent by registered post with acknowledgement of receipt to the above address.
- Transmitted to the e-mail address indicated above and meeting the requirements of article 2 of the order of 22 March 2019.

This 'backup copy' will only be opened in the cases listed in Article 2 of the Order of 22 March 2019 setting out the procedures for making consultation documents and the backup copy available.

If the 'back-up copy' is not opened at the end of the procurement procedure, it will be destroyed.

#### **4.7. Recommendations on the transmission format**

Apart from the documents provided in the electronic consultation file, the files submitted by the candidates must be in Acrobat PDF format, with an Excel file for the unit price schedules.

In the event that the candidate plans to insert documents that are not computer files, they must plan to scan them in PDF format with a definition that is suitable both for legibility and for the weight of the image obtained.

The Institute reserves the right to convert the formats (in which the files sent have been encoded) at the time of archiving, in order to ensure their legibility in the medium and long term.

#### **4.8. Certification**

As a reminder, the Institute does not require the tender to be signed. Tenders submitted electronically do not therefore require an electronic signature certificate and cannot be rejected for lack of signature or uncertain signature.

Candidates who still wish to sign their bids electronically will find the relevant technical information below.

The candidate will provide a tender with:

- an advanced electronic signature with a qualified certificate (level 3)
- or a qualified electronic signature (level 4)

To obtain an eIDAS-compliant electronic signature certificate and contact the certification authorities <https://www.lsti-certification.fr/fr/eidas/> - list of French trust service providers. LSTI is responsible for listing trust service providers that comply with the eIDAS Regulation on behalf of the French National Agency for Information Systems Security (ANSSI).

<https://webgate.ec.europa.eu/tl-browser/#/tl/FR> - national trust lists made available by the European Commission

Any costs incurred in acquiring the signature certificate are to be borne by the applicants.

The signature formats accepted are PAdES, CAdES and XAdES.



## ARTICLE 5. METHODS FOR EVALUATING APPLICATIONS AND BIDS

### 5.1. Administrative admissibility

The purchaser will open the bids. Applications and Tenders arriving after the closing date and time set in the consultation letter, which may be postponed, or not written in French or not accompanied by a translation into French, will be rejected without judgement and returned to the candidate concerned.

### 5.2. Assessment of applications

Depending on the analysis of the dossiers received, the Purchaser reserves the right to study the candidate's offers before their applications.

In all cases, the application(s) will be assessed on the basis of the information and documents requested, taking into account the legal status of the economic operators and their technical and financial guarantees and capacities.

During analysis of the applications, the following will be eliminated:

- Candidates who have not provided all the declarations, certificates or attestations requested, duly completed and signed;
- Applicants who do not have the necessary technical skills;
- Candidates who do not have sufficient professional and financial capacity.

In order to prove its capacities, the candidate may request that those of other economic operators also be taken into account. In this case, it must justify the capacities of these economic operators and provide proof that it has them for the performance of the contract.

However, pursuant to Article R. 2144-2 of the French Public Procurement Code, the Purchaser reserves the right to request additional information in the application file. The additions must be provided within ten (10) days of the date on which the request is received. After checking that the applications are complete and analysed, the Purchaser will select the successful applications.

If the analysis of the tenders precedes that of the applications, the purchaser will only analyse the application of the prospective tenderer. If the economic operator concerned does not meet the conditions for participation set and is unable to produce the supporting documents, evidence, additions or explanations requested within the time limit set, its application will be declared inadmissible and its tender will be eliminated. The application of the tenderer whose tender has been ranked immediately after his will then be considered.

### 5.3. Assessment of bids

#### 5.3.1. Elimination criteria

The purchaser examines all bids received and, in accordance with article R.2152-1 of the French Public Procurement Code, rejects bids judged to be non-conforming, inadmissible or inappropriate, as applicable, after having implemented the regularization procedure set out in article R.2152-2 of said code.

#### 5.3.2. Tender selection criteria – Weighting – Method for awarding marks

Tenders that have not been eliminated in accordance with the previous article will be evaluated on the basis of the criteria set out below.

Criteria	Weighting
Total cost	60 %
Technical quality (QT)	40 %

##### 1<sup>st</sup> criteria: total cost

It is specified that the price criterion will be assessed on the basis of the financial appendix attached to the contract agreement.

The price will be evaluated using the following method:

$$\text{Score} = (\text{Lowest price} / \text{Price of the bid examined}) \times 60$$

##### 2<sup>nd</sup> criteria: Technical quality of the bid

It is specified that the technical quality criterion will be assessed on the quality of the technical brief provided by the applicant (article 3.2.2 of this document).

Each candidate will be awarded a number of points, based on the sub-criteria listed below:

Sub-criteria	Points
Organisation	4
Reporting	8
Trials and tests	8
<b>TOTAL</b>	<b>20</b>

The scoring method will be as follows:

Score = (Number of points of the technical offer evaluated / Number of points of the best technical offer) x 40.

#### 5.4. Ranking of bids

The Purchaser's examination of the tenders will result in a ranking according to the criteria mentioned above. The bid considered to be the most economically advantageous will be the one that comes first after application of the weighting coefficients.

#### 5.5. Negotiation

The Purchaser will negotiate with bidders on initial bids and all subsequent bids, with the exception of final bids. Negotiations will, if necessary, take place in several stages.

At the end of the negotiations, each bidder will be asked to submit a final technical and financial offer based on the latest version of the contractual documents provided.

Negotiations may not modify the main features of the contract, such as, in particular, its purpose or the tender selection criteria.

At the end of the negotiations, the offers will be ranked according to the above-mentioned criteria.

#### 5.6. Award of contract

The tenderer whose bid comes first will be awarded the contract, provided that it submits, within the time limit set by the public entity, the documents requested in articles R. 2143-5 to R. 2143-15 of the Public Order Code. If it fails to comply with this obligation, the Purchaser will definitively reject the bid of this tenderer, who will be eliminated.

The tenderer whose bid was ranked second will then be approached by the Purchaser. He will be subject to the same obligation to produce the necessary certificates and attestations before the contract is awarded to him.

The successful tenderer may be asked to correct obvious errors or anomalies in the successful tender.

The changes made may not affect the substantial characteristics of the successful tender or the ranking of the tenders.

These corrections will be made by means of an OUV11 form signed by the successful tenderer and the Purchaser and constitutes an appendix to the Contract Agreement.

Once the contract has been awarded, the Purchaser will notify all other bidders that their bids have been rejected, using the secure messaging system of the Plateforme des Achats de l'Etat (PLACE).

### ARTICLE 6. APPEAL CHANNELS AND DEADLINES

Candidates may obtain information on the appeal procedures and deadlines from the Rennes Administrative Court:

Tribunal administratif de Rennes  
Hôtel de Bizien  
3, Contour de la Motte  
CS44416  
35044 Rennes Cedex  
Phone number: 02 23 21 28 28  
Fax: 02 99 63 56 84  
Email : [greffe.ta-rennes@juradm.fr](mailto:greffe.ta-rennes@juradm.fr)