

RULES OF THE CONSULTATION (R.C.)

**Contracting Authority:
FRENCH POLAR INSTITUTE Paul Emile Victor
(IPEV)**

Subject of the tender:

**Manufacture and delivery of a container sledge for logistics
transport in Antarctica**

Tender No. IPEV 2026 008

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ARTICLE 1. DESCRIPTION OF THE TENDER

1.1. Purpose of the tender

The purpose of this tender is to award a public supplies contract for the manufacture and delivery of a container sledge for logistics operations in Antarctica.

1.2. Purpose of these consultation rules

This document sets out:

- the terms and conditions of the consultation and the contractual form envisaged;
- the submission of tenders, the rules and formalities to be complied with;
- the procedures for submitting tenders;
- the documents and information to be provided for the evaluation of tenders;
- the criteria that will be used for the evaluation of tenders.

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 and appendix;
- the contract agreement and its appendices;
- the Special Administrative Terms and Conditions;
- the Special Technical Specifications;

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 tender in response to the procurement procedure.

ARTICLE 2. CONDITIONS OF CONSULTATION

2.1. Procedure

The procedure chosen for this consultation is the adapted procedure in application of Articles R. No. 2123-1 to R. No. 2123-7 of the French Public Procurement Code.

2.2. Contract category

This contract is a supplies contract.

2.3. Allotment

2.4. This tender is not divided into lots

2.5. Common Procurement Vocabulary

The CPV nomenclature number is: 34910000-9 – other non-automotive vehicles.

2.6. Type of contract

This contract is a standard contract.

2.7. Date of issue, type and form of price

The date of submission, type and form of prices are defined in the Special Conditions of Contract.

2.8. Validity period of tenders

The validity period of the tenderer's tender is set at 3 months from the deadline for the submission of tenders.

2.9. Bonus

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.

2.10.Contract performance period

The sledge must be delivered to the port of Hobart (Tasmania, Australia) no later than **1 November 2026**, in accordance with the Special Conditions of Contract and the Contract Agreement.

2.11.Contractual terms and conditions

The contractual terms and conditions applicable to the contract, the legal clauses and the scope of supply are defined in the Special Administrative Terms and Conditions referred to in paragraph 1.3 of these Tendering Rules.

The technical specifications for the sledge to be constructed are defined in the Special Technical Specifications (CCTP) referred to in paragraph 1.3 of these Tendering Rules.

2.12.General Administrative Terms and Conditions

The General Administrative Terms and Conditions applicable to the performance of the contract are:

☒ The General Administrative Conditions for Public Contracts for Industrial Contracts (CCAG MI) approved by decree of 30 March 2021.

2.13.Variants and any additional services

2.13.1. Variants

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

2.13.2. Possible additional services

Not applicable.

2.14.Currency

The currency unit used is the euro.

2.15.Language

In accordance with Articles R2143-16 and R2151-12 of the French Public Procurement Code, applications and tenders must be written entirely in French, or accompanied by a French translation.

2.16.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.economie.gouv.fr/dae/bourse-a-cotraitance-service-pour-aider-entreprises>

2.17.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/DC4-2019.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.

2.18. 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 natural persons with regard to the processing of personal data and on the free movement of such data (RGPD), candidates are informed that personal data (including surname, first name, email address and login details) collected in the context of this procurement procedure and in the context of the performance of this contract may be subject to processing.

2.18.1. Legal basis for the processing:

Paragraphs (c) and (e) of Article 6(1) of the RGPD

2.18.2. Purpose of the processing

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

2.18.3. Recipients or categories of recipients

The personal data concerned is intended exclusively for the Purchaser's staff responsible for the award and subsequent performance of this contract.

2.18.4. Retention period

This data is retained for the entire duration of the award and performance of the contract, as well as for the period of the Data Use Agreement (DUA) applicable to the contract.

In accordance with the provisions of Articles 15 to 21 of the GDPR, the persons whose personal data is collected have the right to access, rectify and erase the 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.

2.18.5. Contact details of the Data Protection Officer

dpo@ipev.fr

2.19. The French Polar Institute's rights regarding citations and images

The French Polar Institute Paul-Emile Victor does not authorise any mention of its name, logo, photographs or plans relating to its activities and staff.

This prohibition applies to any oral and/or written communication on any physical and/or digital medium, whether in connection with this contract, as a client reference, or under a separate contractual relationship.

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

Any request to mention the Polar Institute shall, upon the effective and compliant completion of the works or services covered by the contract, meet the criteria ensuring that the Institute receives:

- communication that enhances the Institute's public or private image in relation to its polar logistics activities,
- the completion of work or the supply of goods or services with proven technical added value or representing a technological, scientific or logistical advancement relating to polar logistical and scientific activities.

This communication will be the subject of a specific agreement setting out the rights and obligations regarding the use of the name, logo, photographs 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

The tender package must contain all the documents and information required for the tender.

All documents must be in French. If certain documents cannot be submitted in French, they must be accompanied by a French translation.

3.1. Documents and information relating to the application

3.1.1. Application dossier

Applicants must provide an application dossier comprising the following supporting documents:

1. The Application Letter – Authorisation of the representative by their co-contractors (form DC1 or equivalent);
2. Declaration by the individual candidate or member of the consortium (form DC2 or equivalent) containing:

❖ Economic and financial capacity:

- Total turnover (excluding VAT) for the last three financial years for which figures are available;
- Turnover relating to the services covered by the contract over the last three available financial years;

❖ Professional references and technical capacity of the candidate:

- A presentation of the candidate's main references over the last five years relating to the manufacture or supply of equipment intended for polar or extremely cold environments.
- A statement from the tenderer setting out the human, material and technical resources at their disposal for the performance of services of a similar nature;
- An appropriate bank statement or proof of insurance covering professional risks;

The candidate may substitute the e-DUME (European Single Procurement Document in electronic format) for these two forms (DC 1 and DC 2).

The e-DUME is a standard European Union form pre-filled using the candidate's SIRET number. It allows:

- the automatic retrieval of the candidate's legal details (company name, intra-Community VAT number, address, company directors), as well as data concerning the candidate's size and total turnover;
- to certify compliance with social security and tax obligations through an automated request to the relevant authorities (DGFIP, ACOSS);
- to confirm that the candidate holds the appropriate insurance cover and is registered in the commercial register of the country in which they are established;
- automatically retrieve the certificates to be provided by the candidate upon signing the contract if they are awarded the contract;
- its reuse in subsequent consultation procedures.

In particular, candidates may create their e-Dume via the web portal available on Chorus Pro [at http://dume.chorus-pro.gouv.fr/](http://dume.chorus-pro.gouv.fr/) or on the European Union's website at <https://ec.europa.eu/tools/espd/filter?lang=fr>

3. If the tenderer is subject to insolvency proceedings or equivalent foreign proceedings, a copy of the relevant court orders;
4. If certain services are subcontracted, the tenderer must provide details of their subcontractor (form DC4 or equivalent);

Applicants whose application has been deemed inadmissible or incomplete within the meaning of Article 2144-7 of the Public Procurement Code, or whose technical, professional and financial capacity has been deemed insufficient, may be excluded.

3.1.2. Supporting documents and other evidence

In accordance with Articles R2143-13 and 14 of the Public Procurement Code, tenderers are not required to provide documents and information that the Polar Institute can obtain directly via an electronic information system administered by an official body or a digital storage platform, provided that their tender contains all the information necessary to access that system or platform and that access is free of charge.

3.2. Documents relating to the tender

The tenderer shall submit a dossier comprising the documents required below.

3.2.1. Draft contract

The draft contract comprises:

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

This contract agreement must be accompanied by:

- the Financial Appendix (Price Schedule);
- Any requests for the acceptance of subcontractors and approval of payment terms, for all subcontractors designated under the contract (DC4). For subcontractors designated in the contract, each tenderer must indicate in the contract agreement the value of the services they intend to subcontract and, by way of difference from their tender, the maximum amount of the claim they may pledge as security or assign.

3.2.2. Other documents forming part of the tender

- A technical specification comprising:
 - Technical specifications:
 - Drawings of the sledge
 - Estimated weight and dimensions
 - Materials used: characteristics, service life, etc.
 - Paint used – justification of its durability
 - Mechanical strength – summary calculation note
 - Quality of joints
- A document describing the company's CSR approach

Any other documents the candidate considers useful to support their tender.

ARTICLE 4. PROCEDURES FOR SUBMITTING TENDERS

4.1. Deadline for receipt of tenders

Proposals must be received by the Polar Institute by:

See the consultation letter

PLEASE NOTE: Tenders received after the deadline will be rejected.

4.2. Communication during the procedure

All correspondence and communication during the procedure must be conducted exclusively by electronic means.

Candidates' attention is drawn to the fact that the email address(es) provided in form DC1 will be used for the transmission of all documents relating to this procedure via the Polar Institute's PLACE buyer profile: www.marches-publics.gouv.fr.

It is the candidate's responsibility to check their email regularly. The Purchaser cannot be held liable if the candidate has provided an incorrect email address or has failed to check their messages in good time.

Any questions, the answers to which could affect the content of tenders or the deadline for submission, must be submitted to the Polar Institute via its buyer profile, with each question identified by a reference number and, where necessary, specifying the nature of the document, the chapter, the page number, etc., of the relevant text, no later than ten (10) calendar days before the deadline for receipt of tenders. Answers to questions will be sent to tenderers in good time.

The Polar Institute shall not be obliged to respond to any questions raised at a later date, and candidates may not use such questions as grounds for extending the deadlines for the submission of applications and tenders.

Questions and answers provided by the Polar Institute, where these are of interest to all tenderers, will be made available to them in writing by being posted on PLACE no later than six (6) days before the deadline for receipt of tenders. Candidates wishing to be informed of these exchanges during the consultation period must have logged in to PLACE when downloading the consultation documents.

If, whilst tenderers are reviewing the tender documents, the deadline for receipt of tenders is extended, the above provisions shall apply in accordance with this new deadline.

4.3. Modification of the tender documents

The Polar Institute reserves the right to make minor amendments to the tender documents no later than six (6) calendar days before the deadline set for the submission of tenders. In the event that only the deadline for the submission of tenders is amended, the aforementioned period is reduced to three (3) working days.

Tenderers must then submit their tenders on the basis of the amended tender documents.

If the deadline for the submission of tenders is postponed, the above provision shall apply in accordance with the new date.

4.4. Methods of submitting tenders

For this procedure, electronic submission is required for all phases of the tender process (collection of tender documents, submission of applications and tenders, negotiations, etc.) through the French State Purchasing Platform (PLate-forme des Achats de l'Etat) at www.marches-publics.gouv.fr.

Electronic submission is carried out by sending a single file containing all the required documents. Submission of the files will result in an acknowledgement of receipt stating the date and time of receipt.

With the exception of backup copies, the submission or delivery of tenders on paper or on physical electronic media is not permitted.

The Institute cannot be held liable for any direct or indirect damage or disruption that may result from the use of the website in the context of the digitisation of procurement procedures. The costs of accessing the network are to be borne by each candidate.

Article 1 of the Order of 14 December 2009 on the digitisation of public procurement procedures stipulates that economic operators are not required to identify themselves in order to download the tender documentation.

Economic operators are reminded that if they do not identify themselves, they will not be notified of any amendments made to the tender documentation or of any other questions and answers relating to the procedure.

4.5. Virus check

All files forming part of the application and tender must be scanned by antivirus software beforehand.

If a tender is submitted in which a computer virus is detected by the Institute, it will not be opened. That document will therefore be deemed never to have been received and will result in the ineligibility of the application and the tender, unless a backup copy has been submitted within the deadline and can be used as a substitute.

Where the application and tender are deemed inadmissible, the tenderer shall be notified in accordance with Articles R2181-1 to 4 of the Public Procurement Code.

4.6. Back-up copy

In order to guard against any technical difficulties of any kind that might affect or delay this electronic transmission, particularly in the event of a very large volume of files to be submitted, the Institute authorises the applicant to duplicate this submission by sending a 'back-up copy'.

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

Institut Polaire Français (IPEV)
Mme Emilie BUNEL – Bureau 217
CS 60075 / Technopôle Brest Iroise – Site de la Pointe du Diable
29280 – PLOUZANE
FRANCE

« NE PAS OUVRIR PAR LE COURRIER GENERAL »

Manufacture and delivery of a container sledge for logistics transport in Antarctica

Consultation No. IPEV_2026_008

"Backup copy"

In accordance with Article R2132-11 and Decree No. 2022-1683 of 28 December 2022 – Article 1, candidates or tenderers may also send the purchaser a backup copy of the documents submitted **electronically** to the following address: marchespublics@ipev.fr

The 'back-up copy' must be delivered or received at the addresses indicated above before the deadline specified in the invitation to tender.

The 'back-up copy' may be:

- ✓ Or handed in against receipt at the address given above during the following opening hours: Monday to Friday, 9.00 am–12.00 pm and 2.00 pm–4.00 pm,
- ✓ Or sent by post by registered letter with acknowledgement of receipt to the address given above.
- ✓ Submitted to the email address given above and complying with the requirements of Article 2 of the Order of 22 March 2019

This 'back-up copy' will only be made available in the cases set out in Article 2 of the Order of 22 March 2019 laying down the procedures for making consultation documents and the back-up copy available:

'The backup copy shall be accessed in the following cases:

- 1° Where malicious software is detected in the documents submitted electronically. Evidence of this malicious activity shall be retained;
- 2° Where an electronic application or tender is received incomplete, after the deadline, or could not be opened, provided that the transmission of the electronic application or tender had commenced before the deadline for the submission of applications or tenders."

If the 'back-up copy' has not been opened by the end of the procurement procedure, it shall be destroyed.

4.7. Recommendations on the format of submission

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

Should a candidate intend to include documents in the designated envelopes that are not digital files, they must ensure these are scanned into PDF format with a resolution that strikes a balance between readability and the file size of the resulting image.

The Institute reserves the right to convert the formats (in which the submitted files were encoded) at the time of archiving, in order to ensure their readability in the medium and long term.

4.8. Certification

As a reminder, the Institute does not require the tender to be signed. A tender submitted electronically therefore does not require an electronic signature certificate and cannot be rejected on the grounds of a missing or invalid signature.

Candidates who nevertheless wish to sign their tender electronically will find the relevant technical information below.

The tenderer must submit a tender bearing:

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

To obtain an electronic signature certificate compliant with the eIDAS Regulation and to contact the certification authorities

<https://www.lsti-certification.fr/fr/eidas/> – list of French trusted service providers. The company LSTI is responsible, on behalf of the National Agency for the Security of Information Systems (ANSSI), for compiling a list of trusted service providers compliant with the 'eIDAS' Regulation.

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

Any costs associated with obtaining the digital signature certificate are to be borne by the candidates.

The accepted signature formats are PAdES, CAdES and XAdES.

ARTICLE 5. ASSESSMENT OF TENDERS

5.1. Administrative admissibility

The Contracting Authority's Representative (RPA) will open the bids. Tenders:

- Received after the deadline specified in the invitation to tender, which may have been extended,
- Or which are not written in French or are not accompanied by a French translation,

shall be rejected without consideration of their merits and returned to the tenderer concerned.

5.2. Evaluation of tenders

5.2.1. Elimination criteria

An irregular tender is one that does not comply with the requirements set out in the tender documents, in particular because it is incomplete or fails to comply with applicable legislation, particularly in the social and environmental fields.

An unsuitable tender is one that is unrelated to the contract because it is manifestly incapable, without substantial modification, of meeting the purchaser's needs and requirements as set out in the tender documents.

An unacceptable tender is one whose price exceeds the budgetary appropriations allocated to the public contract, as determined and established prior to the launch of the procedure.

The following shall be considered irregular:

- Tenders that do not include all the documents identified in paragraph 3.2 above;
- Tenders in which not all elements have been quantified;
- Tenders that do not meet all the requirements.

5.2.2. Criteria for the selection of tenders – Weighting – Method for awarding marks

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

Criteria	Weighting
Price	50%
Technical Quality (QT)	45%
Social and Environmental Quality (SEQ)	5%

^{1st} criterion: Price

It is specified that the price criterion will be assessed in relation to the amount set out in the Financial appendix (EPF) annexed to **the Commitment Agreement**.

The price will be assessed using the following method:

$$\text{Score} = (\text{Lowest price} / \text{Price of the tender under consideration}) \times 50$$

2nd criterion: Technical quality of the tender

It is specified that the 'technical quality of the tender' will be assessed on the basis of the technical proposal provided by the tenderer.

Each tenderer will be awarded a score out of 20, based on the sub-criteria listed below:

Sub-criteria	Points
Dimensions and weight of the sledge	4
Quality of materials proposed	4
Quality of the plans provided	4
Justification of mechanical performance	4
Quality of the joints	4
TOTAL	20

The scoring method will be as follows:

$$\text{Score} = (\text{Number of points for the technical proposal under assessment} / \text{Number of points for the best technical proposal}) \times 45.$$

3rd criterion: Social and environmental quality

It is specified that the 'Social and environmental quality' criterion will be assessed on the basis of the information provided by the candidate in their CSR response framework.

Each candidate will be awarded a score out of 20, based on the sub-criteria listed below:

Sub-criteria	Points
The company's CSR policy	5
Environmental impact	10
Health and safety at work	5
TOTAL	20

Marking will be carried out using the following method:

$$\text{Score} = (\text{Number of points awarded to the evaluated technical tender} / \text{Number of points awarded to the best-}) \times 5.$$

5.3. Correction to the price breakdown

In the event of a discrepancy in a tenderer's bid:

- The prices stated in the financial appendix shall take precedence over any other price details contained in the tender;
- Any errors in transcription, multiplication or addition contained in the tender shall be corrected;
- It is the amount of the financial appendix, as thus corrected, that will be taken into account when ranking the tenders.

5.4. Ranking of tenders

The Purchaser's examination of the tenders will result in a ranking based on the criteria set out above. The tender considered to be the most economically advantageous will be the one that ranks first after the application of the weighting coefficients.

5.5. Negotiation

The Contracting Authority shall negotiate with tenderers regarding the initial tenders and any subsequent tenders, with the exception of final tenders. It may, however, award the public contract on the basis of the initial tenders without negotiation, which shall then become final tenders.

Where negotiations take place, these will, if necessary, be conducted in several stages.

Negotiations may take place in person at a negotiation meeting. The arrangements, in particular the venue, timetable and duration, will be set out in a negotiation letter issued by the Purchaser.

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

Negotiations do not permit any changes to the main characteristics of the contract, such as, in particular, its subject matter or the criteria for selecting tenders.

Negotiations may, however, cover:

- the price or its components: for example, the purchase cost, storage or processing costs, the price of accessories, spare parts, warranties, maintenance, transport, etc.;
- quantity: the quantity required, the frequency of orders, the structure of discounts granted, etc.;
- quality: whether the quality is sufficient or, conversely, excessive in relation to requirements, and its impact on the price should the required quality level be raised or lowered;
- lead time: the impact on price of lead-time requirements, the proportion accounted for by transport and various formalities, etc.;

At the end of the negotiations, a ranking of the tenders will be drawn up according to the criteria listed above.

5.6. Award of the contract

The tenderer whose tender is ranked first will be awarded the contract, provided that they submit, within the time limits set by the public authority, the documents required under Articles R. 2143-5 to R. 2143-15 of the Public Procurement Code. If they fail to meet this obligation, the Purchaser will definitively reject that tenderer's bid and they will be eliminated.

The tenderer whose tender has been ranked second will then be contacted by the Purchaser. They will be subject to the same obligation to produce the necessary certificates and attestations before the contract is awarded to them.

The successful tenderer may, if necessary, be invited, as part of a clarification process, to correct any obvious errors or anomalies relating to the successful tender or to the components of the contract. Any amendments made must not call into question the substantive characteristics of the successful tender or the ranking of the tenders.

The clarification session will be conducted using an OUV11 form signed by the successful tenderer and the Purchaser and will form an annex to the Contract Agreement.

Once the contract has been awarded, the Purchaser shall notify all other tenderers of the rejection of their tenders via the secure messaging system of the State Procurement Platform (PLACE).

ARTICLE 6. COMPETENT AUTHORITIES AND APPEAL PROCEDURES

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
Telephone: 02 23 21 28 28
Fax: 02 99 63 56 84
Email: greffe.ta-rennes@juradm.fr