

BCF n°2026-0814/EdA-DA

Procurement of marksmanship training systems, accessories, consumables and related services for the Moldovan Armed Forces

Consultation Regulations (CR)

Procurement procedure: open tender (OT)

Appendix 1: Supplier identity form

Appendix 2: Provisions for registration and submission of applications and tenders via the PLACE platform

Appendix 3: Candidate's situation vis-à-vis Russia

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LEGAL AND REGULATORY CONTEXT

This contract is drawn up in accordance with the Public Procurement Code.

This procedure is drawn up on the basis of the following texts:

- ✓ the Public Procurement Code (PPC);
- ✓ the General Administrative Terms and Conditions / Consumable Supplies and Services (GATC-CSS), as amended on 30 March 2021.

The employed procedure is that of an open tender, conducted in accordance with the rules set out in the Public Procurement Code, in particular Articles R2161-2 et seq. of the Public Procurement Code, which is applicable to the contracting authorities referred to in Article L1211-1 of the aforementioned Code.

These texts are available on the “Légifrance” website: <http://www.legifrance.gouv.fr>.

ARTICLE 1 - BUYER

1.1. Name and address of the buyer

The buyer is the Economat des Armées (EdA) - represented by its Managing Director, hereinafter referred to as the buyer, and located at the following address:

ÉCONOMAT DES ARMÉES
Directorate-General
26 rue Delizy
93507 PANTIN Cedex

The consultation is managed by the EdA's purchasing department, support unit: tel: 01 49 42 64 54 or 55, secretariat.cao@economat-armees.fr.

1.2. Type of buyer

The Economat des Armées is a commercial public undertaking, represented by its Managing Director, hereinafter referred to as the buyer.

ARTICLE 2 - FEATURES OF THE CONTRACT

2.1. Subject and scope of the contract

The purpose of the contract is the procurement of marksmanship training systems, accessories, consumables and related services for the Moldovan Armed Forces.

Appendix 1 of the Special Conditions of Contract sets out all of the required equipment, as well as the conditions under which the contractor is to carry out the services. The contractor is obliged to fully perform the commitments assumed throughout the effective term of the contract.

The complete service includes packaging, handover at the contractor's premises, installation and the provision of training in Moldova. The stated quantities are estimates and in no way constitute a commitment on the part of the contracting authority.

2.2. FORM AND NATURE OF THE CONTRACT

The contract is a mixed supply and services contract, awarded without any minimum quantity or value requirements, and with a maximum value of one million two hundred and thirty thousand euros excluding VAT (€1,230,000 excl. VAT) over the total duration of the contract.

The estimated value of the contract is one million one hundred thousand euros excluding VAT (€1,100,000 excl. VAT).

2.3. Variant(s) - option(s) - possible additional service(s) (PAS)

2.3.1 Variant(s)

Variants are not authorised under the terms of this consultation.

2.3.2 Options (formerly “renewal”)

Options are not authorised.

2.3.3 Possible additional service(s)

No possible additional service is permitted under the terms of this consultation.

2.4. Contract duration

The contract shall take effect upon notification and shall end upon full and proper performance of the service and payment of the relevant invoice, without prejudice to the guarantee period. The total duration of the contract may under no circumstances exceed twelve (12) months from the date of notification.

ARTICLE 3 - PRESENTATION OF APPLICATIONS AND TENDERS

3.1. Composition and procedures for obtaining the Business Consultation File (BCF)

The buyer shall provide the candidate with a BCF, comprising the following:

- ✓ these consultation regulations (CR) and their appendices;
- ✓ the binding agreement (BA) and its appendices;
- ✓ the Special Conditions of Contract (SCC) and their appendices.

In accordance with Articles R2132-1 to R2132-13 of the Public Procurement Code, the full consultation file (CR, BA, SCC and appendices) is available free of charge for download from the website of the government procurement platform (PLACE): <https://www.marches-publics.gouv.fr>.

For any enquiries regarding the use of PLACE or in the event of any difficulties, candidates have access to:

- ✓ a user guide in the “Help” section;
- ✓ a helpline on 01 53 18 90 00, Monday to Friday from 9.30 am to 7.00 pm.
- ✓ if the helpline is unavailable, assistance by e-mail: place.support@atexo.com.

Note 1: **The file can be downloaded without registering; however**, any changes to the details contained in the consultation file for companies will only be communicated to candidates that have duly registered when collecting the documents.

Note 2: **the buyer may make changes** to the consultation documents no later than six (6) days before the deadline for receipt of tenders.

Note 3: **Spam filters**: e-mails sent by the platform are sent from the e-mail address nepasrepondre@marches-publics.gouv.fr. It is the candidate’s responsibility to ensure that e-mails sent from PLACE are not filtered out.

3.2. Request for further information

Any further questions regarding the procedure should be addressed to the buyer **only** via the government procurement platform (PLACE): <https://www.marches-publics.gouv.fr/?page=entreprise.AccueilEntreprise>.

No information is provided over the telephone. Requests are sent no later than 10 working days before the deadline for receipt of tenders. The reminder of the question and the answer are sent in return via the website, no later than six (6) working days before the deadline for receipt of tenders.

When the answers to the questions asked may provide specific information or help to understand the file, all candidates are informed accordingly.

All requests received after this deadline are considered not to have been received.

3.3. Provisions for submitting applications and tenders

The provisions for submitting applications and tenders are set out in appendix 2 to these consultation regulations.

3.4. Legal form of the application

Consortia of economic operators are permitted to stand as candidates. The buyer does not require the consortium of economic operators to have a specific legal form. The form is specified in the application letter (joint-and-several liability or joint-liability-only).

3.5. Formal requirements for the submission of tenders

3.5.1 Preliminary information

a) Deadline for Receipt of Tenders (DROT):

Tenders must be submitted by:

30th October 2026 at 12:00 local time
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Tenders must be submitted to the buyer exclusively in electronic form via PLACE.

Please note that the date and time of receipt of tenders are the date and time at which the tenders are received on the electronic submission portal, and not the date and time of dispatch.

Candidates may request an extension to the deadline for submitting applications and tenders; such a request must be received no later than ten (10) days before the deadline for receipt of documents. The buyer is free to accept or decline this request.

In the event of an extension decision, each candidate will be notified by e-mail via PLACE.

Applications submitted electronically and received after the deadline are inadmissible and deleted from the buyer's records without having been read. The candidate is informed of this.

Hyperlinks or web links are prohibited; the content to which these links refer is not reviewed by the buyer.

b) Validity period of tenders (VPT):

Tenders are valid for six (6) months from the deadline for receipt of tenders.

3.5.2 Content of the application file

The candidate must provide, both individually and, where applicable, for each consortium member, the following supporting documents:

- **Use of the European Single Procurement Document (ESPD)**

In accordance with Article R.2143-4 of the Public Procurement Code, candidates may submit their application in writing in the form of a European Single Procurement Document (ESPD) drawn up in accordance with the model laid down by the European Commission Regulation, in place of the documents listed below. The candidate shall provide the information and documents requested under these CR.

Tenderers that do not wish to provide the ESPD must, in accordance with Article R2143-3 of the Public Procurement Code, submit all of the following documents:

- **Use of forms DC1 and DC2**

In accordance with Article R.2143-4 of the Public Procurement Code, the candidate shall provide in support of its application:

1° A statutory declaration to confirm that the candidate does not fall within any of the cases referred to in Articles L2141-1 to L2141-5 and L2141-7 to L2141-11 of the Public Procurement Code, notably that it complies with the obligations regarding the employment of disabled workers set out in Articles L5212-1 to L5212-11 of the Labour Code.

2° The documents and information requested by the buyer for the purpose of verifying the candidate's suitability to carry out the professional activity, its economic and financial capacity, and its technical and professional capabilities.

The forms can be downloaded from the Legal Affairs Directorate (DAJ) website via the following link: <https://www.economie.gouv.fr/daj/formulaires-declaration-du-candidat>

The eligibility criteria required in respect of the candidate's various capacities are as follows:

- ✓ **Financial capacity:**

1. A statement regarding turnover excluding VAT for the last three (3) financial years for which figures are available.
2. A statement regarding the candidate's turnover generated over the last three (3) financial years for which figures are available, in respect of the supplies and services covered by this consultation.
3. The appropriate declaration from banks or, as relevant, proof of insurance covering professional risks.

- ✓ **Technical capacity:**

1. Professional certifications and/or qualifications demonstrating the candidate company's professional skills or expertise.
2. A statement setting out the candidate's average annual workforce and the number of managerial staff over the last three (3) years.
3. The candidate's references relating to similar projects.

In the event of inaccuracy of the provided information, the buyer reserves the right to exclude the candidate or to terminate the contract in question, without the candidate or contractor being entitled to any compensation.

Case of newly created companies:

When the candidate company has existed for less than three (3) years, it shall provide the financial and technical documents covering the period from its incorporation up to the end of the most recent financial year.

Case of the shortlisted contractor:

Prior to contract notification, and within a timeframe set by the buyer, the contractor must provide:

- A copy of the annual statement of NOTI2 certificates received or up-to-date tax and social security certificates for the last financial year ended;
- A NOTI1 declaration relating to the fight against undeclared work, accompanied by the documents specified therein.

Nota bene: If the aforementioned documents are not provided, the contract shall be awarded to the competitor that has submitted the requested documents and whose tender is ranked immediately below.

A foreign tenderer shall submit the equivalent documents required under the legislation in force in its country, accompanied by a courtesy translation into French.

In the event of inaccuracy of the provided information, the buyer reserves the right to exclude the tenderer or to terminate the contract, without the tenderer or contractor being entitled to any compensation.

The shortlisted candidate shall also be subject to a compliance assessment based on the criteria set out in Law n°2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life, known as the “Sapin 2 Act”.

3.5.3 Contents of the tender file

The tender file must contain the following elements:

1. the binding agreement (BA), **completed, dated and signed** by a person authorised to represent the company;
2. the binding agreement (BA) and its appendices, **fully** completed but **not modified**, and duly dated and signed by the company’s legal representative;
The appendices to the binding agreement (BA) must be completed correctly and in full, dated and signed (presentation and wording of the services must be exactly the same as in the attached template).
At the consultation stage, a candidate that has not completed this appendix in full will have its tender declared non-compliant.
Appendix 1 to the binding agreement (BA) **MUST** be submitted in two (2) copies: one duly signed copy and a second copy in **Excel** format. In case of any discrepancy between these two copies, the candidate’s tender shall be rejected.
The signing of the binding agreement and its appendices is mandatory, without which the tender (notably the price) is inadmissible.
3. appendix 1 to the Consultation Regulations (CR), fully completed (in Excel-style spreadsheet and PDF formats), dated and signed by the person authorised to bind the tenderer;
4. appendix 3 to the Consultation Regulations (CR), fully completed and duly dated and signed by the person authorised to bind the tenderer;
5. a technical brief, with the following elements:
 - a presentation of the company;
 - the technical data sheets in **French and English** for all items listed in appendix 1 to the BA;

- a certificate stating:
- a) the type and category of export licence required, where applicable;
- b) any constraint, restriction or obligation imposed by regulations (notably with regard to packaging and transport).
- a note setting out the manufacturer's recommendations regarding storage conditions;
- **the origin of all items** on offer (country of manufacture) and the nationality of the manufacturer/supplier;
- the start date, duration and terms of the guarantee at the site of use (Moldova), and the provisions for returning and replacing equipment;
- the details of equipment delivery / handover;
- the packaging and estimated packing of the equipment;
- the address for collection of the equipment;
- an overview of the after-sales service and technical support provisions;
- the CSR practices that it implements in general, and those relating to the contract subject matter;
- a detailed installation plan (fitting of the rail system, commissioning, calibration, testing, deployment) and training (programme, number of days, number of trainers, qualifications of instructors, technical manual provided, proposed session dates, **training to be delivered in English, etc.**) in the form of a fixed-price package including travel expenses, accommodation costs, meal costs and any training materials, etc.

Note: If the tenderer submits documents (quality mark, test certificates for supplies, etc.) written in a language other than French, it must enclose a French translation of these documents.

6. the name and contact details of the buyer's **main contact (for administrative and commercial matters)** for the entire duration of the contract;
7. any information necessary for a proper understanding of the tender.

Please note: the format of the tables must not be altered.

The tenderer is required to provide the requested information in each document, without making any modifications (either to the content or the format) in order to enable the comparison of standardised tenders against evaluation criteria that are identical for all, failing which the tender may be declared non-compliant (any modification to the "structure" of the consultation documents will result in rejection of the tender).

3.6. Participation condition

Tenderers must propose equipment that meets, as a minimum, the technical specifications set out in appendix 1 to the SCC.

All of the requested documents must be provided in order for the tender to be analysed.

The binding agreement and its appendix 1 are mandatory documents; if missing or incomplete, the tender will be declared invalid. Nevertheless, the buyer reserves the right to ask the tenderer(s) in question to rectify their tender within an appropriate timeframe, which shall be the same for all and which the buyer shall have set in advance.

With regard to other documents, the buyer reserves the right to request any missing information or documents from the tenderer. No further request will be made, and any tenderer that fails to provide the requested document or information within the time limit set by the buyer shall have its tender rejected.

ARTICLE 4 - EXAMINATION OF APPLICATIONS AND ASSESSMENT OF TENDERS

4.1. Examination of applications

Before proceeding to examine the applications, if it finds that requested documents are missing or incomplete, the buyer may ask all candidates in question to produce or complete these documents within the same timeframe for all. In the absence of a complete response or within the deadline, the candidates are eliminated.

In order to demonstrate its financial and technical capacity, the tenderer, even if a consortium, may request that those of other economic operators be taken into account, regardless of the legal nature of the links existing between those operators and itself.

In this case, it must demonstrate the capabilities of the said economic operator(s) and that it will have them at its disposal for the performance of the contract.

The criteria for the admissibility of applications are the compliance requirements set out in Article 3.5.2 of this document.

4.2. Admissibility and assessment of tenders

Tenders are assessed in accordance with the Public Procurement Code.

Once irregular, unacceptable and unsuitable tenders have been excluded, the buyer proceeds to analyse and rank the compliant tenders.

The buyer's decision is based on four (4) weighted criteria listed below:

Financial value - score out of 45 points -	Overall financial estimate based on the prices set out in appendix 1 to the BA, excluding installation and training - score out of 35 points
	Overall financial estimate based on the installation/training prices set out in appendix 1 to the BA - score out of 10 points
Technical value - score out of 35 points based on the technical brief -	Technical value of the product offering (equipment performance, labelling, traceability, etc.) - score out of 15 points
	Technical value of the service offering (packaging, technical support, dedicated staff, after-sales, maintenance, etc.) - score out of 15 points
	Installation and training plan, timetable, programme, technical manual - score out of 5 points
Deadlines - score out of 10 points -	The handover deadlines are assessed on the basis of the timeframes set out in appendix 1 to the BA.
CSR value - score out of 10 points based on the technical brief -	The CSR value of the tender is assessed in terms of: The ability to minimise the environmental impact associated with the manufacture, delivery and storage of the equipment, accessories or consumables covered by the contract - score out of 5 points;

	The ability to incorporate social actions into the contract performance, such as labour market integration, workplace equality and inclusion - score out of 5 points.
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After receipt and analysis of the tenders, a total score out of one hundred (100) points is assigned to the tenderers. The buyer shall accept the tender from the tenderer with the best offer, based on the selection criteria set out above.

In the event of a tie between two (2) or more tenders, the financial criterion will be given greater weight in determining the final ranking.

ARTICLE 5 - CONFIDENTIALITY - DISPUTES - APPLICABLE LAW - LANGUAGE - CURRENCY

5.1. Confidentiality

Confidential information means any information not made public by EdA or the contractor, of any nature (including methodology, documentation, information or know-how), in any form whatsoever (including oral, written, magnetic or electronic), on any medium owned or held by the buyer, and which is disclosed to the contractor, or otherwise obtained by the latter in the course of its dealings with the buyer. The contractor and its staff, and, where applicable, its subcontractors, may only use it for the purpose of carrying out the services specified in the contract.

Throughout the term of the contract and for a period of sixty (60) months after its expiry, the contractor is bound by absolute professional secrecy with regard to all information or commercial practices of which it may become aware in the performance of the latter.

It undertakes to take appropriate measures to ensure the confidentiality of any information, documents and items to which it has had access whilst carrying out the services, without the need, each time, to explicitly state the confidential nature thereof. This information, these documents or these items may not, directly or indirectly, without the express authorisation of the buyer, be disclosed, published or communicated to third parties, or be used directly by the contractor, outside the context of the contract or after its completion.

The contractor shall ensure that all its staff, and where applicable its subcontractors and suppliers, comply with these obligations. It shall ensure that all of its staff comply with this obligation; it shall be liable for any harmful consequences that may result from any of them failing to comply with this provision.

At any time, the buyer may require the contractor to return or destroy any items or media containing confidential information that may have been provided to it.

A breach of confidentiality obligations by the contractor may result in termination of the contract in question, at the fault of the contractor.

The contractor is bound by professional confidentiality, as are the candidates in this consultation file.

5.2. Disputes, applicable law

The applicable law is French law.

In the event of a dispute, an amicable settlement shall initially be sought. If no agreement can be reached, the matter may be referred to the courts.

Any dispute arising in connection with the performance of the contract shall be submitted by the contractor to the buyer by registered letter with acknowledgement of receipt.

By default, the competent court is that of the buyer's place of residence, namely the Administrative Court of Montreuil, 44 rue Irène et Frédéric Joliot Curie, 93100 MONTREUIL.

Tel: 01 49 20 20 00 - Fax: 01 49 20 20 99

E-mail: greffe.ta-montreuil@juradm.fr - URL: <http://montreuil.tribunal-administratif.fr>

This is also the department from which information can be obtained regarding the lodging of appeals.

5.3. Contract language

French is the only language that governs the entire contract.

All documents provided or referred to by the candidate in response to this consultation must be written in French. If a candidate is unable to provide a document in French, it must submit the document together with a French translation certified as a true copy of the original by a sworn translator.

All written or oral communications that may take place between the buyer and the candidates shall be conducted in French.

5.4. Applicable currency

The euro (€) is the applicable currency.