Scientific Multibeam Echosounder System for RV L’Europe

Rules for tender

☐ confidential
☒ restricted
☐ free
Abstract:

The present call for tender concerns the Scientific Multibeam Echosounder System intended to equip IFREMER’s RV L’Europe.

Key words: Multibeam echosounder, bathymetry, imagery, water column

Revision

<table>
<thead>
<tr>
<th>Rev.</th>
<th>subject</th>
<th>Date</th>
<th>Written by</th>
<th>Checked by</th>
<th>Approved by</th>
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<tr>
<td>a</td>
<td>Original issue</td>
<td>21/02/13</td>
<td>H. Floc’h</td>
<td>A. Pacault</td>
<td>M. Nokin</td>
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<td>R. Quéméneur</td>
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</table>
1- INTRODUCING IFREMER

National institute of marine research, the French public institute for marine research, Ifremer contributes, through studies and expert assessments, to knowledge about the ocean and its ressources, monitoring of marine and coastal zones and the sustainable development of maritime activities.

To these ends, it designs and operates observational, experimental and monitoring tools and facilities. Ifremer manages the ocean research fleet for the French scientific community.

1.1. Fields of activity

- Monitoring, use and enhancement of coastal seas
- Monitoring and optimising aquaculture resource
- Fishery resources, sustainable exploitation and enhancement
- Exploration, knowledge and exploitation of ocean floors and their biodiversity
- Circulation and marine ecosystems mechanisms, trends and forecasting
- Large facilities serving ocean research

1.2. Priorities

- Study of climates, stream systems and ocean ecosystems to forecast and evaluate their natural evolution and the damages they undergo
- Knowledge of ocean floors related to sustainable exploitation of resources (e.g. offshore oil)
- Managing marine environment monitoring networks
- Developing marine biotechnologies
- Forecasting fisheries stocks and improving selectivity of fishing gear

1.3. International cooperation

Ifremer takes an active part in European Union studies (the European Science Foundation's Marine Board, the DG Research and DG Fisheries programmes).

It is also a member of international organisations in its field of competence (General commission for Mediterranean fishing, intergovernmental ocean research commission, the OSPAR convention, International Council for the Exploration of the Sea).

The institute contributes to international research programmes (studies on climate, environmental and biodiversity).

It coordinates bilateral partnership agreements (Japan, USA, Canada, Australia, European countries).
2- PURPOSE OF THE SUPPLY

Ifremer will upgrade the research vessel *L’Europe* in 2014. *R/V L’Europe* is a 30 meters coastal vessel dedicated to research in fishery, marine geoscience, physical oceanography and biology.

The present call for tender concerns the supply of one Scientific Multibeam Echosounder System (SMBES) to be installed on board the vessel.

The purpose of the Tender is the supply of a scientific echosounder providing multibeam water column, bathymetry and sidescan imagery capability for this vessel.

For more information please refer to the document intituled “Scientific Multibeam Echosounder System for *R/V L’Europe*” - Technical specifications ref.13/2 213 315.

3- TYPE OF PROCEDURE

Ifremer uses the open procedure in accordance with the EU Directives on the award of public contracts.

Reference texts applicable to the present call for tender are :
- Decree no. 2005-1742 of 30 December 2005,

4- TERMS AND CONDITIONS OF THE TENDER

4.1 Framework for the Tender

The Tender shall include a compulsory Tender for the equipment.

Tenderers are requested to tender for the work as described in the Tender document and in accordance with the terms and conditions of the rules defined hereafter.

The Tenderers are invited to propose variants in connection with the commercial or technical aspects of the Tender documents (Ref. 13/2 213 315.).

Each Tenderer is hereby advised that its Tender for the work is in competition with others. The Tender documents have been compiled to give Tenderers equal opportunities. Tenderers should therefore comply exactly with the requirements of the Tender documents.

Tenderers shall carefully review the Tender documents pertaining to the extent and nature of the work and the conditions under which the work shall be carried out. No claims on the grounds of lack of knowledge shall be entertained.

Should Tenderers find any errors or inconsistencies in the Tender documents or should they be in doubt as to their meaning and intent, they shall promptly notify Ifremer and request clarification.
Upon receipt of any written request, Ifremer shall give written instructions to clarify the point in question and such clarification shall be issued to all Tenderers.

Ifremer shall be entitled to issue additional information or instructions during the Tender period.

4.2 Queries and information relating to the rules of the Tender

All queries relating to this rules for the Tender shall be made in writing by e-mail to:

4.2.1 Technical

Att. Mr Henri Floch
Tel: +33 2 98 22 43 07
E-mail: Henri.Floch@ifremer.fr

4.2.2 Legal

Ifremer
Legal Service
Att. Ms Réjane Quéméneur
Tel: +33 2 98 22 49 32

Queries and answers shall be circulated by Ifremer to the Tenderers where Ifremer deems it relevant for the proper course of the invitation to Tender.

All correspondence (i.e. letters, facsimiles, e-mail, etc.) between Tenderers and Ifremer shall bear a reference such as the following:

"Tender for Scientific Multibeam Echosounder System for R/V L’Europe"

4.3 Correspondence and Tender language

Tenders and associated correspondence and documentation shall be made either in French or in English only. Communications and meetings with Ifremer shall be conducted in French or in English.

4.4 Tender currency

Tenders shall be quoted in Euros.
5- TENDER FORMAT AND ADDRESS

5.1 Tenders shall be sent directly to Ifremer, by registered mail with acknowledgment of receipt or by messenger and shall include:

- an external mailing envelope which shall read as follows:
  “A N’OUVRIR QUE PAR LE DESTINATAIRE”

  IFREMER
  UNITE CONTRATS
  Zone Portuaire de Brégailou - CS 20330
  83 507 La Seyne-sur-Mer Cedex - France
  "Tender for Scientific Multibeam Echosounder System for R/V L’Europe"

- two internal sealed envelope containing:
  - In the first envelop:
    All the documents as requested in the Article 6
  - In the second envelop:
    . two copies of the Tender, and which shall read:

      TENDER FOR SCIENTIFIC MULTIBEAM ECHOSOUNDER SYSTEM
      FOR R/V L’Europe

    . one set of CD ROM in PDF or Word format including all the Tender's terms and conditions.

5.2 Tender receipt deadline

The deadline for the Tender receipt at Ifremer offices shall be 19th of April 2013 12:00 PM Paris time.

Any Tender received subsequent to the above deadline or incomplete shall be returned to sender.
6. CONDITIONS FOR PARTICIPATION

6.1. Application file

Tenderers will have to communicate the following informations:

6.1.1 Legal position

- Certificate of registration on the trade register as per the rules and regulations of the country where the Tenderer has its place of business,
- The Tenderer shall not have filled a petition of cessation of payments or be in situation of liquidation, compulsory liquidation, preventive composition or be declared in bankruptcy by order of any court of competent jurisdiction or any situation of the same kind resulting of a procedure of same nature according to the rules and regulations of the country where the Tenderer has its place of business,
- The Tenderer shall not have been convicted by a “res judicata” sentence for any offence impacting its professional integrity. Tenderer’s manager shall make a declaration under oath that they have not been convicted,
- The Tenderer shall provide their full style, head office, the name of the representing person, his address, his telephone number, his e-mail.

6.1.2 Economic and financial capacity

- Banks certificate,
- Information related to the total turnover and related on Scientific Multibeam Echosounder System turnover made by the Tenderer during the last three years. Forecasts of the turnover to be made by the Tenderer for the next two years associated with corresponding Tenderer order-book. Tenderer shall provide balance sheet, financial accounts and appendices for the last three years.
- The Tenderer shall have fulfilled its payment obligations toward the social security according to the rules and regulations of the country where the Tenderer has its place for business. Tenderer shall provide the corresponding certificates and appendices for the last three years.
- The Tenderer shall have paid its taxes and duties to its own country according to the rules and regulations of the same. Tenderer shall provide the corresponding certificates issued by the relevant authority of the country where it has its place of business.

6.1.3 Technical capacity

The Tenderer shall provide:

- A list of Scientific Multibeam Echosounder System deliveries during the last five years with the number and type of the delivered systems,
- General description of the technical means of the Tenderer and/or its sub-contractors.
  - General organization chart of the Tenderer and/or its sub-contractors,
  - Organization chart and technical means of the design and engineering division,
  - Organization chart and technical means of the research and development division,
  - Organization chart and technical means of the production division,
- Number of people in the pay roll working for each division.
- Means of the candidate and/or its sub-contractors for quality control.

6.1.4 The Tenderer shall provide a description of his policy as regards “Sustainable Development” in accordance with the directives of the European Community and in particular concerning the following aspects:
- environment,
- social measures,
- economic measures.

6.2. Tender

The Tender shall present the informations required in the form specified in the Technical Specifications and in accordance with the present document and Appendix I and II.

The Tenderer shall provide all the technical informations that are listed in the technical specifications. The aim is to compare and rank the proposed systems on the same base of criteria.

Any other technical informations can be provided by the Tenderer in order to specify his Tender.

1- The Tenderer shall quote a maintenance service after the warranty period.

2- The Tenderer shall propose a list of spare parts that are deemed necessary to the corrective maintenance of the system. Each item of the list shall be quoted.

3- The Tenderer shall indicate the expected duration for:
   - Technical assistance and survey during the installation of the system,
   - Harbour acceptance tests,
   - Shipyard sea acceptance tests,
   - Tenderer sea acceptance tests.

He shall quote the per day extra cost of the technical assistance at quay and at sea in the event that the duration of these tests exceeds the expected duration due to the breakdown of the vessel and not caused by the System.
7- SELECTION CRITERIA

7.1 Tender shall be assessed and the supply contract shall be awarded to the most economically advantageous Tender with regard to the following criteria.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1° Technical quality of the Tender</td>
<td>60 %</td>
</tr>
<tr>
<td>2° Price of the Tender</td>
<td>30 %</td>
</tr>
<tr>
<td>3° Delivery Time</td>
<td>10 %</td>
</tr>
</tbody>
</table>

Each criterion will be noted on 20 then balanced.

7.2 Scale of notation

The maximum notes (Nmax) allotted to each technical under-criterion and the price of each type of services are defined below:

- **1st Criterion : Technical quality of the Tender** *

<table>
<thead>
<tr>
<th>Under-criterion</th>
<th>Nmax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multibeam</td>
<td></td>
</tr>
<tr>
<td>Requested specifications</td>
<td>6</td>
</tr>
<tr>
<td>Requested functionalities</td>
<td>6</td>
</tr>
<tr>
<td>Technical information</td>
<td>3</td>
</tr>
<tr>
<td>System principle knowledge</td>
<td>3</td>
</tr>
<tr>
<td>Options</td>
<td>2</td>
</tr>
<tr>
<td>TOTAL Nt</td>
<td>20</td>
</tr>
</tbody>
</table>

* For more details refer to the document untitled “Scientific Multibeam Echosounder System for R/V L’Europe” - Technical specifications (ref 13/2 213 315).

- **2nd Criterion : Price** **

<table>
<thead>
<tr>
<th>Under-criterion</th>
<th>Nmax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multibeam</td>
<td></td>
</tr>
<tr>
<td>Acoustic arrays</td>
<td></td>
</tr>
<tr>
<td>Electronic cabinets</td>
<td></td>
</tr>
<tr>
<td>Operator station</td>
<td></td>
</tr>
<tr>
<td>Software</td>
<td></td>
</tr>
<tr>
<td>Documentation for operation and maintenance</td>
<td></td>
</tr>
<tr>
<td>Options</td>
<td>20</td>
</tr>
<tr>
<td>Transport of the supply to the shipyard</td>
<td></td>
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<tr>
<td>Installation support</td>
<td></td>
</tr>
<tr>
<td>Acceptance tests</td>
<td></td>
</tr>
<tr>
<td>On-site system training</td>
<td></td>
</tr>
<tr>
<td><strong>Spare parts</strong></td>
<td><strong>Spare parts for Equipment</strong></td>
</tr>
<tr>
<td><strong>TOTAL Np</strong></td>
<td><strong>20</strong></td>
</tr>
</tbody>
</table>

** See Appendix II

### 3rd criterion : Delivery Time

<table>
<thead>
<tr>
<th>Under-criterion</th>
<th>Nmax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factory Acceptance Tests – Systems delivery : <strong>December 2013</strong></td>
<td>10</td>
</tr>
<tr>
<td>Harbor acceptance test : <strong>April 2014</strong></td>
<td>5</td>
</tr>
<tr>
<td>Sea acceptance tests : <strong>April 2014</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>TOTAL Nc</strong></td>
<td><strong>20</strong></td>
</tr>
</tbody>
</table>

### 7.3 Evaluation

#### 7.3.1. For the 1st and 3rd criterion, technical quality of the Tender and delivery time, and for the attribution of the note defined above, Ifremer retains the following roast notation in which:

- N = Note allotted to each under-criterion.
- maximum note Nmax will be allotted to an offer answering exactly Ifremer’s expectations
- the ¾ N note will be allotted to an offer answering moderately Ifremer’s requirements
- the N/2 note will be allotted to an offer answering insufficiently Ifremer’s requirements
- the note N = 0 will be allotted to an offer not satisfying Ifremer’s requirements

#### 7.3.2. For the 2nd criterion relating to the prices, the notation is carried out by application of the following formula :

\[
\text{Price note} = \text{possible maximum note} \times \frac{P_{\text{max}} - P}{P_{\text{max}} - P_{\text{mini}}}
\]
in which:
- Acceptable \( P_{\text{maxi}} \) = maximum price = average of the prices suggested + 30%
  The prices of the offers/Tenders equal or higher than \( P_{\text{maxi}} \) will obtain note 0
- \( P_{\text{mini}} \) = minimum price estimated = average of the prices suggested -30%
  The prices of the offers/Tenders lower or equal to \( P_{\text{mini}} \) will obtain the possible maximum note

7.3.3. In accordance with the weighting of the criteria, the global note \((N_g)\) will be given as follows:
\[
N_g = 0.6 \ N_t + 0.3 \ N_p + 0.1 \ N_c
\]
in which:
- \( N_t \) = note allotted to the technical quality of the Tender
- \( N_p \) = note allotted to the price of the Tender
- \( N_c \) = note allotted to the delivery time of the Tender

The Tenderer having obtained the best global note \((N_g)\) will be retained.

8- PLANNING FOR THE SUPPLY

The forecasted planning for the delivery is:
- Contract notice (published in OJEU) : 5\textsuperscript{th} Mars 2013
- Receipt of the offers : 19\textsuperscript{th} April 2013, 12:00
- Selection of the offer : May 2013
- Signature of the contract : June 2013
- Vessel in shipyard - installation of the systems : April 2014
- Harbor acceptance test : April 2014
- Sea acceptance tests : April 2014

9. GENERAL COMMERCIAL AND ADMINISTRATIVE PROVISIONS

In making its proposal, each Tenderer shall indicate, in the Appendix 3, its acceptance (or specifically indicate the changes it requires) to the following points to be included in the final Supply Contract as well as Tenderer’s proposals for "Liquidated Damages", "Contract Price,
Instalments and Refund Guarantee", "Delivery of the Scientific Multibeam Echosounder System", "Performance Guarantee", "Law & Arbitration".

Each Tenderer shall also provide a letter from a bank stating that such bank could issue a refund guarantee and a guarantee performance bond.

Each Tenderer shall provide a personal engagement on the respect of the planning describe § 8 hereabove.

9.1 Payment Conditions

Each Tenderer shall propose a payment schedule (number of instalments / amounts to be paid for each instalment / corresponding technical events).

9.2 Variant to the technical Specifications

Tenderers may suggest variants. Ifremer shall pay attention to any suggested variant based on innovative solutions. Each Tenderer shall describe any variant he may have relative to the base case specification.

In submitting any such variant, each Tenderer shall include a description thereof together with the proposed rewording of the affected provisions of the Tender documents, the benefit for Ifremer, and the effect upon the commercial conditions and any other terms of the Tender documents. In particular, the Tenderer shall include the revised technical document in the case such variant modifies the abovementioned documents.

10- MISCELLANEOUS

10.1 Confidentiality with respect to the rules for the Tender

Tenderers hereby undertake not to use the information provided by Ifremer for any other purpose than its Tender.

In addition, Tenderers hereby undertake not to divulge the information and documents provided by the Ifremer and not to communicate with any other person than Ifremer without Ifremer’s prior written authorization.

10.2 Tender costs and expenses

Tenderers shall bear all costs and expenses related to the preparation of and to the submission of the Tender itself. Tenderers shall not be entitled to claim any indemnity in the event the procedure is interrupted or in the event they are not awarded the supply contract.
10.3 Accuracy of Tender

Each Tenderer shall be deemed to have satisfied himself with respect to the accuracy and sufficiency of its Tender. Tenders shall cover all the technical and commercial provisions of the supply contract set forth in the Tender Documents and all matters that may be necessary or required for the proper performance of the work.

10.4 Tender admissibility

Tender admissibility shall be assessed according to its compliance with the terms and conditions of the Tender documents.

Where a Tenderer does not comply with the terms and conditions or where a Tender is incomplete or vague, such Tender may be rejected.

Complete Tender with respect to the technical specifications shall be provided.

Any other comments, remarks or minor suggestions shall be submitted in a separate document attached to the Tender and the Buyer shall be under no obligation to follow up on them.

Major alternative technical proposals to the technical specifications shall be viewed as a variant and shall be treated as such.

10.5 Tender validity period

Period during which the Tenderer is bound to keep open his tender: 6 months from the final date of receipt of tenders.
APPENDIX I

The Tenderer shall submit a fixed price on an all inclusive basis according to the following decomposition:

<table>
<thead>
<tr>
<th></th>
<th>Fixed Prices € without VAT</th>
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<tbody>
<tr>
<td>Acoustic arrays</td>
<td></td>
</tr>
<tr>
<td>Electronic cabinets</td>
<td></td>
</tr>
<tr>
<td>Operator station</td>
<td></td>
</tr>
<tr>
<td>All system software</td>
<td></td>
</tr>
<tr>
<td>Documentation for operation and maintenance</td>
<td></td>
</tr>
<tr>
<td><strong>UNDER TOTAL</strong></td>
<td></td>
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<tr>
<td>Options :</td>
<td></td>
</tr>
<tr>
<td>1 - Split beam 333 kHz transducer and its transceiver,</td>
<td></td>
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<tr>
<td>2°- Transceiver for 12 kHz transducer single beam</td>
<td></td>
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<tr>
<td><strong>TOTAL INCLUDING OPTIONS</strong></td>
<td></td>
</tr>
<tr>
<td>Variants</td>
<td></td>
</tr>
<tr>
<td><strong>Transport of the supply to the shipyard (Toulon - France)</strong></td>
<td>Fixed Prices € without VAT</td>
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<tr>
<td>------------------------------------------------------------</td>
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<tr>
<td><strong>Installation support</strong> including :</td>
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<tr>
<td>- supply of the installation documentation and technical,</td>
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<tr>
<td>- assistance during the integration design phase,</td>
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<tr>
<td>- approbation of the installation drawings provided by the</td>
<td></td>
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<tr>
<td>shipyard,</td>
<td></td>
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<tr>
<td>- technical assistance for the system installation</td>
<td></td>
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<tr>
<td>(shipyard will be in charge).</td>
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<tr>
<td><strong>Acceptance tests</strong></td>
<td></td>
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<tr>
<td><strong>On-site system training</strong> including :</td>
<td></td>
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<tr>
<td>- operator training (at sea),</td>
<td></td>
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<tr>
<td>- maintenance personnel training (at sea).</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
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</tbody>
</table>

**II.4 Spare parts**

<table>
<thead>
<tr>
<th><strong>Spare parts for Equipment</strong></th>
<th>Fixed Prices € without VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
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</tbody>
</table>
APPENDIX II

<table>
<thead>
<tr>
<th>IFREMER</th>
<th>TENDERER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>System principle knowledge</strong></td>
<td></td>
</tr>
<tr>
<td>The Tenderer shall propose a procedure to provide detailed technical informations needed for a scientific use of the system (see technical specifications doc.ref 13/2 213 315)</td>
<td></td>
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<tr>
<td>These information could be limited to 2 Ifremer engineers named in a confidentiality agreement.</td>
<td></td>
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</tbody>
</table>

| **Contract price, instalments and refund guarantee** | |
| Ifremer shall pay to the Tenderer the firm price, and on an all included basis of ________ (________) for the Scientific Multibeam Echosounder System. | |
| Payment of the Contract Price shall be made by Ifremer to Tenderer by instalments. The Tenderer shall provide a payment schedule to Ifremer detailing the technical completion to be satisfied upon payment of each instalment. | |
| As a condition precedent to payment by Ifremer of the first installment of the Contract Price, the Tenderer shall furnish to Ifremer a refund letter of guarantee in respect of each installment in terms acceptable to Ifremer from a first class bank acceptable to the Ifremer. Such refund letters of guarantee shall be for the full amount of each such installment of the Contract Price plus interest at ___ percent _____ ( %) per annum above three (3) months LIBOR. | |
| Such interest shall, (a) accrue on a daily basis from the time any payment or installment was made and (b) be computed on the basis of actual days and of a 360 day year. | |
| As a condition precedent to payment by Ifremer of the last installment of the Contract Price, the Tenderer shall furnish to Ifremer a guarantee performance bond exclusively related to the performance by the Tenderer of its obligations during the period running from the Delivery of the Scientific Multibeam Echosounder System to the end of the Guarantee Period from a first | |
class bank acceptable to Ifremer.

Such guarantee performance bond shall be for a maximum amount of five percent (5%) of the Contract Price.

**Force majeure**

Regarding delivery date of the Scientific Multibeam Echosounder System, an event shall be considered as an event of force majeure if it is unforeseeable, irresistible and totally beyond the control of the Tenderer.

**Delivery of the Scientific Multibeam Echosounder System**

In the event that the delivery and acceptance of the Scientific Multibeam Echosounder System is delayed beyond the contractual delivery date by up to a maximum of fifteen (15) days, no liquidated damages in respect of such late delivery shall be payable by the Tenderer to Ifremer.

However, if the delay in the delivery and acceptance of the Scientific Multibeam Echosounder System continues for a period of more than fifteen (15) days after the contractual delivery date attributable to the Tenderer, then, in such event the Tenderer shall pay to Ifremer liquidated damages of Euro two thousand (2000) per day of delay on the contractual delivery date.

If the delay in delivery and acceptance of the Scientific Multibeam Echosounder System continues for a period of more than sixty (60) days after the contractual delivery date attributable to the Tenderer, then, in such event, Ifremer may, at its option, terminate the Supply Contract at any time after such period has expired, by serving upon the Tenderer written notice of cancellation and the Ifremer shall have no liability whatsoever to the Tenderer.

If the total accumulated time of delays in delivery of the Scientific Multibeam Echosounder System due to Force Majeure shall exceed a period of sixty (60) days then, in such event Ifremer may terminate the Supply Contract by serving upon the Tenderer notification in writing of cancellation of the Supply Contract.
Notwithstanding the provisions of four paragraph hereof Ifremer shall have the right to terminate the Supply Contract in the event that combined delays in delivery and acceptance of the Scientific Multibeam Echosounder System caused by, (a) Force Majeure events and, (b) delays in delivery attributable to the Tenderer, exceed sixty (60) days.

**Liquidated damages**

The performances of the system in terms of precision and range of water column target quantification, depth accuracy (standard deviation) and swath width shall be measured during the sea acceptance tests (see technical specifications).

**Insurance**

Until delivery of the Scientific Multibeam Echosounder System to the shipyard and during tests (Ex: dock and sea trials), the Tenderer shall, at his own cost and expense, keep the Scientific Multibeam Echosounder System and all materials, pieces of equipment, belongings and outfit thereof insured under Tenderer's Risk Policies in accordance with "Institute Clauses for Tenderers Risks" (including Institute Strikes Clause and Institute War Clauses) with first class insurance companies or underwriters.

This insurance shall be valid until signature of the acceptance certificate by Ifremer at the end of the sea trials test.
**Guarantee**

The period of warranty shall be 24 months after the sea acceptance test certificate.

The warranty shall include:

- repair or replacement of defective components,
- technical support service (telephone/e-mail) for assistance in solving problems encountered during the operation of the system,
- system software maintenance and new software releases,
- upgrading of the documentation.

The Tenderer shall give his agreement with these conditions.

In case repairs or replacements are carried out by the Shipyards and/or his subcontractors, the Shipyards' guarantee shall be extended in respect of such repairs or replacements for a period of twelve (12) months from the date of temporary acceptance.

Such extension of the Guarantee Period shall be extended to pieces of equipment the same as to the damaged ones, if the damage will be of a systematic kind.

**Taxes and duties**

The Tenderer shall hold Ifremer harmless from the payment of any duty or tax imposed in Tenderer’s country upon materials or supplies which the Tenderer may acquire from abroad for the supply of the Scientific Multibeam Echosounder System, as well as from any such duties or taxes on any material or apparatus which may be supplied by the Tenderer from outside Tenderer’s country and installed in the Scientific Multibeam Echosounder System in accordance with the terms of the Contract.

**Law & arbitration**

The Supply Contract shall be construed and the relations between Ifremer and the Tenderer determined in accordance with laws of France.

Any dispute arising under this Contract or relating to the validity, interpretation, performance, or enforcement
shall be referred to the French jurisdiction.

<table>
<thead>
<tr>
<th><strong>Novation and assignment</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Tenderer shall not have the right to assign / novate the Supply Contract or part thereof to any third party without the prior written consent of Ifremer.</td>
</tr>
</tbody>
</table>