

# **INTERNATIONAL PUBLIC TENDER**

**No. 5 / 2014**

**Procurement of an oceanic research vessel**

**CONTRACT SPECIFICATIONS**

**Lisbon, November 2014**

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# CONTRACT SPECIFICATIONS

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## Clause 1

### **Object**

The present Contract Specifications, henceforth referred to in abbreviated form as CE, consists of clauses to be included in the contract to be signed in the sequence of the international public tender with publication in OJEU with the object of awarding the contract for the "Procurement of an oceanic research vessel", in accordance with the technical specifications described in the Technical Specification (henceforth referred to as ET), annexed to the present Contract Specifications (CE).

## Clause 2

### **Contracting authority**

The Portuguese State is the Contracting Authority of all the goods foreseen within the scope of the present CE.

## Clause 3

### **Qualification of the bidders**

The international public tender is open to Bidders whose corporate object falls within the scope of the present proceedings.

## Clause 4

### **Contract**

1. The contract, which will be in written form, will result from the amalgamation of the CE with the contents of the successful proposal and will consist of the respective contractual clauses and its annexes.
2. The contract to be signed will also include the following elements:
  - a. The supplements for errors and omissions in the CE identified by the Bidders, as long as these errors and omissions have been expressly accepted by the competent entity for the decision to contract;
  - b. Clarifications and corrections concerning the CE;
  - c. The present CE;
  - d. The clarifications provided by the Successful Bidder in relation to the awarded proposal;
  - e. The awarded proposal.
3. In case of divergence between the documents referred to in 2, prevalence is determined by the order in which they are mentioned.
4. In case of divergence between the contract and its annexes and the documents referred to in no. 2, the former prevails, except when it concerns the adjustments proposed in accordance with

that stipulated in article 99 of the CCP (*Public Contracts Code*), and accepted by the Successful Bidder within the terms of that stipulated in article 101 of that same legal legislation.

5. The contract to be signed is a contract for the supply and commissioning of a vessel including training of the crew.
6. The system specified in the ET, annexed to the present CE will be acquired as a purchase.
7. Besides the normative documents indicated in this CE, the Successful Bidder will also pledge to comply with, in that which applies to the supply to be carried out and should not oppose the contract documents, Portuguese norms, the specifications and homologation documents from official entities and the manufacturers' instructions or patent holding entities.
8. The contract, once signed, will be subjected to the approval of the Court of Auditors.

#### Clause 5

##### **Dispositions governing the implementation of the contract**

Implementation of the contract complies with:

- a. The clauses of the contract and that established in all elements and documents of which they form an integral part;
- b. The Decree-Law no. 18/2008, of 29 January (CCP), with the alterations introduced by Decree-Law no. 278/2009, of 2 October, and by Decree-Law no. 149/2012, of 12 July;
- c. The remaining applicable legislation and regulations.

#### Clause 6

##### **The Contract Enters into Force**

1. The present contract enters into force on the day after the issuing of the favourable Approval by the Court of Auditors.
2. The Contracting Authority will inform the Successful Bidder of this date within a maximum delay of five days after being notified of the Approval.

#### Clause 7

##### **Validity Period of the Contract**

The contract will remain in force until the conclusion of the supply of the vessel and associated rendering of services, in compliance with the respective terms and conditions and that stipulated by law, without prejudicing ancillary obligations which should endure beyond cessation of the contract.

## Clause 8

### **Project management**

1. Within a delay of 10 days after the contract enters into force, both the Contracting Authority, as well as the Successful Bidder, will nominate a project manager, who will operate as liaison officers for all matters pertaining to its implementation.
2. All the reports, records, communications, minutes and additional documents drafted by the Successful Bidder should be written in full in Portuguese or English.
3. During the implementation of the contract the Successful Bidder should guarantee, to the representatives of the Contracting Authority, free access to all facilities where works are taking place within the scope of this contract.

## Clause 9

### **Implementation delay**

The Successful Bidder pledges to deliver the proposed vessel, free of any liens and encumbrances and in perfect seaworthiness and safety conditions, within a maximum delay of 60 (sixty) days, counting from the date the contract enters into force.

## Clause 10

### **Conformity**

1. The Successful Bidder should execute all works within the scope of this contract in strict compliance with international procedures and standards applicable to this type of equipment, including those pertaining to quality control, pledging to demonstrate evidence of this compliance to the Contracting Authority.
2. The Successful Bidder is subjected to, with the appropriate adaptations and in that which concerns the elements delivered to the Contracting Authority in the implementation of the contract, the demands.

## Clause 11

### **Tests and Trials**

1. For the purpose of acceptance, the successful bidder pledges to carry out a test and trials plan.
2. The tests and trials to be carried out on the harbour or at sea should comply with the outlined specifications in order to demonstrate the characteristics and performance of the proposed product including, but not limited to, maximum speed and consumption.

3. The tests and trial referred to in 1 will be carried out so as to confirm that which is stipulated in the Technical Specification annexed to the present CE and are at the expense of the Successful Bidder.
4. In the event that the results of the trials referred to in the previous number prove to be unsatisfactory and the deficiencies found are of the responsibility of the Successful Bidder, the costs incurred with the repetition of the said trials and repair of the deficiencies will be at his expense.

## Clause 12

### **Patents, licences, manufacturing and trademarks and registered drawings**

1. Except in that which refers to elements supplied by the Contracting Authority, expenses and responsibilities resulting from the use, supply of materials, construction elements, software, hardware or others, concerning any patents, licences, trademarks, registered drawings and other industrial property rights, are to be borne by the Successful Bidder.
2. In the case where the Contracting Authority is subpoenaed for infringement in the execution of the works of any of the rights mentioned in the previous number, the Successful Bidder will compensate the former for all and any resulting expenses to be borne and for all the amounts to be paid, in any capacity whatsoever.

## Clause 13

### **Reciprocal collaboration**

1. The parties involved (Contracting Authority and Successful Bidder) are bound by the duty of mutual collaboration, namely in that which concerns the reciprocal exchange of information necessary for the good implementation of the contract, as stipulated in article 289 of the CCP.

## Clause 14

### **Obligation of confidentiality**

1. The Successful Bidder is bound to maintain confidentiality over all information and documentation, technical and non technical, commercial or other, concerning the Contracting Authority, which he may have knowledge of under or in relation to the implementation of the contract.



2. The information and documentation covered by confidentiality cannot be transmitted or conveyed to third parties, nor be the object of any use or means of gain other than that intended directly and exclusively for the implementation of the contract.
3. Excluded from the obligation to the foreseen confidentiality is the information and documentation that is undoubtedly of the public domain on the date of the respective procurement by the Successful Bidder or that the same is compelled to reveal, enforced by law, under judicial process or by request of the regulating authorities or other competent administrative entities.

#### Clause 15

##### **Deadline for confidentiality restrictions**

The obligation for confidentiality will continue in force until the end of a period of five years counting from the completion or cessation of the contract, for any reason, without prejudicing any subsequent legal liabilities relating to the same, namely, the protection of commercial secrets or credibility, prestige or trust owed to corporate entities.

#### Clause 16

##### **Price and payment conditions**

1. For the rendering of services object of the contract, as well as the fulfilment of the other obligations included in the present CE, the Contracting Authority must pay the successful Bidder the price stated in the awarded proposal, plus VAT at the legal rate in force.
2. The price referred to in the previous number includes all costs, charges and expenses whose responsibility is not expressly attributed to the Contracting Authority, including, but not limited to board, lodging, and travel expenses of human resources, and also procurement, transport, insurance, storage and maintenance expenses of the material resources, duties or taxes (excluding VAT), as well as any costs resulting from the use of trademarks, patents or licences.
3. Payments will be due in accordance with the following plan:
  - a. 30% at the date the contract enters into force, upon presentation of a bank guarantee;
  - b. 70% after the signature of the Acceptance Protocol of the Vessel;
4. In accordance with the payment plan, payments to be made by the Contracting Authority will be made within a maximum delay of 60 (sixty) days after presentation of the respective invoice and ancillary documentation, when applicable, within the terms stipulated in article 299 of the CCP.
5. In the event of lack of approval of any invoice due to divergence between the Contracting Authority and the Successful Bidder concerning its contents, the former should inform the Successful Bidder, in writing, of the respective grounds, the Successful Bidder being compelled to provide the necessary clarifications and/or proceed to the issuing of a new corrected invoice.

6. The price stated in the proposal is a final price, not being subject to any escalation or currency exchange correction.

#### Clause 17

##### **Non-fulfilment of the contract**

1. For the non-fulfilment of obligations resulting from the contract, namely in case of lateness in the finalising of the supply and the commissioning of the equipment for reasons attributable to the Successful Bidder, the Contracting Authority may demand payment of a daily penalty, up until the end of the works or the rescission of the contract, calculated in the following way:
  - a. Daily penalty of 1‰ (one per thousand) of the awarded amount, during the first thirty days;
  - b. In each subsequent period of equal duration, the daily penalty will be increased to 2‰ (two per thousand) of the awarded amount, without, however, and in its totality, exceeding 20% of the awarded amount;
  - c. Once 20% of the amount is reached, the Contracting Authority has the right to terminate the contract within the terms of Clause 21.
2. The Contracting Authority may compensate payments due under the terms of the contract with the financial penalties due within the terms of the present clause.
3. The financial penalties foreseen in the present clause do not prevent the Contracting Authority from demanding compensation for the excess damage.

#### Clause 18

##### **Force majeure**

1. Penalties may not be levied on the Successful Bidder, not even for non-fulfilment of punctual contractual obligations which are the responsibility of either party resulting from a case of force majeure, this being understood as circumstances that prevent the respective implementation, beyond the control of the affected party, which he could not have known or foreseen at the date of the signing of the contract and whose effects would not be reasonable to demand the avoidance or to circumvent.
2. Force majeure may exist if the stipulations of the previous number occur, namely, earthquakes, floods, fires, epidemics, sabotage, strikes, embargoes or international blockades, acts of war or terrorism, riots and governmental determinations or administrative injunctions.
3. Force majeure does not consist of, namely:
  - a. Circumstances which do not constitute force majeure for the Successful Bidder or subcontractors of the Successful Bidder, on the part that they intervene in;

- b. Strikes or labour disputes limited to the companies of the Successful Bidder or to groups of companies that this is a part, as well as companies or groups of companies of its subcontractors;
  - c. Governmental, administrative or judicial determinations of a sanctioning nature or otherwise resulting from non-fulfilment of obligations or onus befalling the Successful Bidder;
  - d. Popular demonstrations due to the non-fulfilment of legal norms by the Successful Bidder;
  - e. Fires or floods originating in the installations, whose cause, propagation or size is due to the fault or negligence of the Successful Bidder or his non-fulfilment of safety precautions;
  - f. Breakdowns in the IT or mechanical systems of the Successful Bidder not due to sabotage.
4. Whenever the Successful Bidder suffers a delay in fulfilling the supply due to third parties, substantiating cases of force majeure, he should, within a maximum of 10 (ten) days counting from the date of acknowledgement of the occurrence, inform the Contracting Authority, in writing, in order for the same to be in a position to take the necessary measures to diminish or recover such delays.
  5. Force majeure determines the extension of the delays for the fulfilment of the contractual obligations affected for the period of time that undoubtedly corresponds to the impediment resulting from the force majeure.
  6. In the event that the works to be carried out by the Successful Bidder are capable of causing losses or disruption to a public utility service, the Successful Bidder, if aware or should be aware of that fact, informs the Contracting Authority, prior to the beginning of the works in question, or during the same, so that the necessary measures may be taken before the operating entity of that service.

#### Clause 19

##### **Termination of the contract**

1. Without prejudicing other grounds for termination foreseen by law, namely legal and contractual compensation due, the Contracting Authority may terminate the contract, as a sanction, in the event that the Successful Bidder violates in a serious or repeated way any of its obligations, namely in the following cases:
  - a. Definitive non-fulfilment of the contract for reasons attributable to the Successful Bidder;
  - b. Non-fulfilment, by the Successful Bidder, of orders, directives or instructions transmitted in the exercise of executive power on matters relating to the implementation of contractual obligations;
  - c. Repeated opposition by the Successful Bidder to the exercise of the inspecting power of the public contracting party;
  - d. Transfer of the contractual or sub-contractual position without complying with the terms and limits foreseen by law or in the contract, as long as the demand by the Successful Bidder

- for maintaining the obligations undertaken by the Contracting Authority goes against the principle of good faith;
- e. If the accumulated amount of the contractual sanctions of a financial nature exceeds the limit foreseen in no. 2 of article 329 of the CCP;
  - f. Non-compliance by the Successful Bidder to judicial or arbitration decisions concerning the contract;
  - g. Non renovation of the amount of the guarantee by the Successful Bidder, in cases where he is compelled to do so;
  - h. Whereby the Successful Bidder becomes insolvent or insolvency is judicially declared;
  - i. If the Successful Bidder, in a serious or repeated way, does not comply with that stipulated in the legislation concerning safety, hygiene and health at work;
  - j. If any defects detected on the equipment are not corrected or if the defective equipment is not replaced;
  - k. For public interest reasons, duly substantiated.
2. The right to termination referred to in the previous number is exercised by means of a declaration sent to the Successful Bidder.
  3. In those cases foreseen in no. 1, in the event of responsibility of the Successful Bidder, the respective amount will be deducted from the amounts owed, without prejudicing the capacity of the Contracting Authority executing the guarantees provided.
  4. In the case foreseen in sub-paragraph l) of no. 1, the Successful Bidder is entitled to compensation corresponding to the expenses incurred in the meantime for implementing the contract.

## Clause 20

### **Execution of the guarantee for proper and punctual compliance**

1. The guarantee provided for proper and punctual compliance of the obligations resulting from the contract, under the terms of the Tender Programme, may be executed by the Contracting Authority, without need for prior judicial or arbitration decision, to settle any credits resulting from lateness, defective completion, definitive non-fulfilment of the contractual or legal obligations by the Successful Bidder, including payment for penalties, or for any other effects specifically foreseen in the contract or in the law.
2. Termination of the contract by the Contracting Authority does not hinder the execution of the guarantee, as long as there is a motive.
3. Partial or total execution of the guarantee referred to in the previous numbers obliges the Successful Bidder to rebuilt it to the existing amount before the said execution, within a delay of 30 (thirty) days after notification by the Contracting Authority to this effect.

4. The guarantee referred to in the previous numbers is released under the terms of article 295 of the CCP.

## Clause 21

### Insurance

1. The Successful Bidder bears total responsibility for the reparation and compensation of all losses that, for reasons attributable to him, are suffered by third parties until the reception of the vessel, resulting from the implementation of the latter, the performance of the Successful Bidder's workforce or his subcontractors and suppliers and the deficient behaviour or the lack of safety of materials and equipment;
2. The Successful Bidder pledges to take out a workmen's compensation insurance, whose policy must cover all the workers under contract, for any purpose, as well as present proof of the compulsory workmen's compensation insurance of the personnel hired by the subcontractors, in accordance with the legislation in force in Portugal.
3. The Successful Bidder and his subcontractors pledge to take out and maintain valid, during the period of the implementation of the contract, the insurance policies foreseen under the applicable legislation.
4. The Successful Bidder must also take out insurance which guarantees compensation for accidents that may occur with personnel from the Contracting Authority during the course of their activities, within the scope of the contract, in the facilities where the preparation of the vessel is taking place. This insurance must guarantee, as a minimum, medical or hospital treatment and compensation of 200,000€ in case of death and 400,000€ in case of total and permanent disability
5. The Successful Bidder is responsible for complying with the obligations foreseen in the present section, having to ensure the effective control of the existence of the insurance policies of his subcontractors.
6. The Contracting Authority may request, at any time, copies and receipts of payment of the policies foreseen in the present section or under the applicable legislation, the Successful Bidder having to supply them within a delay of 5 (five) days.
7. All the insurance policies and respective deductibles foreseen in the present section and remaining applicable legislation are to be borne solely and exclusively by the Successful Bidder and his subcontractors, the insurance policies having to be taken out with a legally authorised insurance entity.
8. The insurance foreseen in the present CE does not diminish or restrict the contractual or legal responsibilities and obligations of the Successful Bidder before the Contracting Authority and before the law.

9. In case of non-compliance by the Successful Bidder of payment obligations of the premiums referring to the insurance mentioned, the Contracting Authority reserves the right to replace the same, being refunded for all the costs involved and/or borne by him.

#### Clause 22

##### **Reception/Commissioning**

1. The reception/commissioning process of the vessel will take place on the first working day following the declaration by the Successful Bidder that the equipment is ready for delivery, in accordance with the specifications.
2. Reception of the vessel depends on the successful completion of acceptance tests at the refitting location, which should be carried out from the date referred to in 1., by means of request by the Successful Bidder or through the initiative of the Contracting Authority.
3. For the reception of the vessel to occur, it is necessary that the acceptance tests and the commissioning are carried out with the results being approved by the Contracting Authority and that the contracted training courses are concluded.
4. Should any minor defects be detected which do not interfere with the operational efficiency of the equipment, the Contracting Authority may proceed with the reception, establishing a term for the correction of those defects.
5. The reception/commissioning procedure complies with that stipulated in articles 394 to 396 of the CCP.
6. With the conclusion of the reception, property of the equipment is transferred to the Contracting Authority.

#### Clause 23

##### **Inspection and Follow-up**

1. The contracting authority reserves the right to deploy an inspection and follow-up team to survey preparation work for the delivery of the vessel.
2. The Successful Bidder pledges to allow the members of the inspection team to access the facilities where the vessel is being prepared, to allow inspections as meticulous as deemed necessary by the contracting authority and to supply all documentation as requested.
3. The contracting authority reserves the right to appoint consultants to assist in the inspections, diagnosis and in the implementation of the acceptance tests of the vessel.
4. The Successful Bidder also pledges to render available working premises (furnished offices with internet access) for a maximum of 5 (five) people in accordance with the norms in force in the facility where the vessel is being prepared, free of any costs.

#### Clause 24

##### **Refund of deposits and amounts retained and release of bank guarantees**

1. Bank guarantees provided through the advance payments received within the terms of Clause 18 will be released after reception of the vessel.
2. The guarantee for proper and punctual compliance will be released after completion of all contractual obligations by the successful bidder.

#### Clause 25

##### **Competent forum**

To resolve all litigation emerging from the implementation of the contract, the competency of the Administrative Court of Lisbon is stipulated, with the express waiver of any other.

#### Clause 26

##### **Communications and notifications**

1. Without prejudicing other rules being established concerning any notifications and communications between the contracting parties, these should be addressed, within the terms of the CCP, to the residence or contractual head office of each party, as identified in the contract.
2. Any alteration to the contact information stated in the contract should be communicated to the other party.
3. Each of the parties should immediately inform the other party of any circumstances that he becomes aware of and that may affect the respective interest in the implementation of the contract, in accordance with the general rules of good faith.
4. Especially, each party should immediately warn the other party of any circumstances, constituting or not force majeure, which foreseeably impede the timely fulfilment of any of his obligations.
5. Within 10 (ten) days of the occurrence of such impediment, one party must inform the other of the time or manner in which, foreseeably, it will affect the implementation of the contract.

Clause 27

**Counting of Time frames**

The time frames foreseen in the contract are continuous, running through Saturdays, Sundays and bank holidays, in accordance with article 471 of the CCP.

Clause 28

**Applicable legislation**

1. The contract is regulated by the CCP, approved by Decree-Law no. 18/2008, of 29 January, amended by Decree-Law no. 278/2009, of 2 October, and by Decree-Law no. 149/2012, of 12 July.
2. In all aspects not regulated in the present CE, the norms in the above mentioned legislation will be applied.



# ANNEX

## TECHNICAL SPECIFICATION

## 1. GENERAL PRINCIPLES

- [01] The technical specifications contained in this document are divided into mandatory specifications and preferential factors. The former must be mandatorily complied with by the bidders, whereas the latter will only be used for the purpose of qualifying the proposals in terms of score, with the objective of establishing a final ranking;
- [02] The bidding companies may propose existing oceanic class vessels, as long as they comply with the mandatory specifications. In the paragraphs that follow the expression “capacity” refers to the existence of availability of space, logistics, energy and platform’s infrastructures, that allow the adaptation or installation of the resources referred to;

## 2. MANDATORY SPECIFICATIONS

- [01] Mandatory specifications are:
- a. Seaworthiness and safety conditions in full compliance with current and emerging international standards in force (“de jure” or “de facto”), namely holding a classification issued by a IACS classification society;
  - b. Absence of asbestos on-board, verifiable by means of a certificate issued by an independent entity.
  - c. Capacity to install a dynamic positioning system;
  - d. Speed in transit equal or in excess of 10 knots;
  - e. Capacity to operate in the Atlantic ocean between parallels 40°S and 65°N, with air temperature between -20°C and 45°C and sea water temperature between -1°C and 32°C;
  - f. Capacity to bottom and in the water column trawl, in accordance with the European Union DCF/DCMAP programme specifications;
  - g. Capacity (space and energy reserve) to accommodate power equipment, *A-frames*, winches, cranes, amongst other;
  - h. Capacity to install (space and energy reserve) the necessary equipment to operate a ROV (*Remotely Operated Vehicle*) for 6000 metres model *Bathysaurus XL* from *Argus Remote Systems AS*;
  - i. Capacity to operate alongside and stern towing of oceanographic monitoring equipment;
  - j. Capacity to install accommodation for 35 people on-board, of which at least 17 places are reserved for non-crew elements;
  - k. Capacity to install a 90 m<sup>2</sup> dry lab and 60 m<sup>2</sup> wet lab;
  - l. Capacity to install a 50 m<sup>3</sup> cold storage chamber, 50 m<sup>3</sup> for the storage of frozen biological sampling and a blast freezing tunnel (minimum 1.5 ton/day).

## 3. PREFERENTIAL FACTORS

- [01] Preferential factors are:
- a. Date of construction later than 1992;

- b. Length between perpendiculars over 60 metres;
- c. Beam equal or in excess of 13 m;
- d. Minimum autonomy and range: 30 days at cruising speed considering the maximum number of passengers and crew and maintaining a 10% minimum fuel reserve;
- e. Existence of a dynamic positioning system;
- f. Four stroke main engine;
- g. Reduced operating cost;
- h. Existence of side and stern gantry cranes and winches for oceanographic operation;
- i. Speed in transit in excess of 12 knots;
- j. The vessel must not exceed, with sea state below 5, with a 35 degree swell direction and speed under 6 knots a roll under 4 degrees, pitch of less than 1.5 degrees and an acceleration on the bridge of 0.2g (vertical) and 0.1g (horizontal).
- k. The ambient noise in the scientific work and rest areas shall not exceed 65 DbA.
- l. Accommodation for more than 17 people (non-crew);
- m. Capacity to carry out modular configurations on deck by means of the installation of containerised laboratories;
- n. High Electromagnetic compatibility (EMC/EMI), having assurance that the cabling and the electrical equipment do not cause mutual interference resulting from electrical disturbances.
- o. Variable pitch propeller(s), mechanical uncoupling between hull and equipment, acoustic uncoupling of fluid lines, the static converters/inverters, and electric motors;
- p. Existence of S and X band radars;
- q. Existence of DGPS;
- r. Existence of AIS;
- s. Existence of an ECDIS navigation system with electronic nautical charts of the whole Area 3;
- t. Existence of fishing systems, including trawling ramp, split winches, trawl net drums and winch to recover the trawling net;
- u. Existence of a retractable keel or "moonpool".
- v. Existence of a 50 m<sup>3</sup> cold storage chamber, of 50 m<sup>3</sup> for the storage of frozen biological sampling and a blast freezing tunnel (minimum 1.5 ton/day);
- w. Existence of a blast freezing tunnel

#### 4. ELEMENTS TO BE SUPPLIED AFTER AWARDING

[01] A report including the results of the vibration measurements carried out in several locations of the vessel selected by the contracting authority. The evaluation of the results should use as

reference the vibration limits recommended by the norm in CRR2009 - *“ICES co-operative report no. 209 – Underwater noise of research vessels”*.

A measurement of the ambient noise level shall be carried out in the rest, leisure and scientific work areas. The equipment and measurement procedure must comply with the requirements of IMO, Resolution A-468 (XII).

- [02] The sea trial demonstration of the stated maximum speed, as well as all remaining operational parameters specified in these contract specifications.
- [03] A dry-dock inspection report by the Classification Society, issued after October 2013, including a tailshaft inspection in accordance with the rules of the aforementioned society.
- [04] A detailed inspection report with the measurement of the thickness of the totality of the hull with a spacing not inferior to 0.5 meters carried out by a company certified for this effect by the Classification Society, issued after October 2013.
- [05] All cracks, defects or other type of damage found in the rudder(s), propeller(s), tailshaft or in the keel, detected by the Classification Society or by the Contracting Authority or its representative, must be repaired at the expense of the Successful Bidder and re-submitted for the approval of the Classification Society.
- [06] Document that objectively demonstrates the annual operating costs of the vessel.
- [07] The vessel must be delivered in an acceptable state of cleanliness and free from any litter or rubble, and with complete on-board fixed equipment, including tools, spare parts and consumables, except fuel.