**ACT of Commitment (AE)**

**Supply contract**

**N°251000188**

**Contracting authority**

**IFREMER**

**SUBJECT OF THE CONTRACT :**

**Manufacturing and delivery of a vibrocorer for ships in the French oceanographic fleet**

**Contract with adapted procedure, in accordance with Articles R.2123-1 and R.2123-4 of the French Public Procurement Code**

**Authorizing officer : Head of IFREMER**

**SOMMAIRE**

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**Article 1 – Contractors(s)**

**Single contractor**

I, the undersigned sole contracting party

Last Name, First name :

Capacity :

Compagny :

Legal Form :

Head quarter (Full adress)

Registered with INSEE :

SIREN number :

SIRET umber :

Principal business activity code (APE) :

Registered in the commercial register under the number

………………………………………………………………………………………………….

**CO-CONTRACTORS (In case of consortium)**

**It is up to the candidates to complete this clause by ticking the chosen solution.**

In case of consortium, indicate the form of the consortium:

Solidary consortium

Joint consortium

In the case of a joint consortium, the lead member of the joint consortium is jointly and severally liable

**First contractor**

Las name, First name :

Capacity :

Compagny :

Legal form :

Head quarter (Full adress)

Registered with INSEE :

SIREN number:

SIRET number :

Principal business activity code (APE) :

Registered in the commercial register under the number

**Second contractor**

Las name, First name :

Capacity :

Compagny :

Legal form :

Head quarter (Full adress)

Registered with INSEE :

SIREN number:

SIRET number :

Principal business activity code (APE) :

Registered in the commercial register under the number

**M** **Is the lead member of the consortium. As a reminder, in the case of a joint consortium, the lead member is necessarily jointly and severally liable.**

**Accordingly, this act of commitment is validly signed by the lead member duly authorized for this purpose (the powers of the co-contractors authorizing the lead member to sign the bid must be attached)**

**Commitments**

Having taken note of the Special Administrative Conditions (Cahier des Clauses Administratives Particulières - CCAP) and the documents referred to therein,

**I (We) hereby unconditionally commit, in accordance with the provisions of the above-mentioned documents, to perform the services under the specific conditions set out below, which constitute the offer.**

The validity of the offer is 180 days from the deadline for submission of tenders.

It is specified that the signing of the letter of commitment by the bidder implies acceptance of the content of all contractual documents of the contract. Bidders are not required to make any additions or modifications to the Specifications (CCTP) and the CCAP. However, if any provisions of the CCTP or the CCAP appear ambiguous or abnormal, it is the responsibility of the bidder to notify the contracting authority in writing.

**ARTICLE 2 – AMOUNT OF THE CONTRACT**

The contract is a framework agreement. In accordance with Article R.2162-4 of the Public Procurement Code, the amounts are defined as follows:

|  |  |
| --- | --- |
| **Minimum Amount for 4 years excluding VAT** | **Maximum amount for 4 years excluding VAT** |
| Amount item 20 of the BPU | 210 000 |

The unit and/or lump-sum amounts for the services are specified in the unit price list (BPU) attached as an appendix.

The Contracting Authority or its representative undertakes to order the services covered by this contract up to the minimum amount indicated above, and the Contractor undertakes to be able to perform the services up to the maximum amounts indicated above.

The pricing date is October 2025.

**ARTICLE 3 –CONTRACT DURATION**

The contract is concluded for a duration of 4 years from the date of notification of the framework agreement.

**ARTICLE 4 - ADVANCE**

An advance payment is provided for under this contract.

The contractor requests to benefit from the advance payment.

The contractor does not request the advance payment.

**ARTICLE 5 - PAYMENTS**

The public entity shall settle the amounts due under this contract by crediting the following account **(otherwise, please attach bank account details):**

* from the account opened in the name of :

At the balk :

At the Postal Check Center

At the Public Treasury:

* Under number :
* Branch Code:
* Code bank :
* Clé :

In the case of a consortium, the lead member must indicate whether payments will be made to a single account or to individual accounts and must provide a payment breakdown.

# 

**ARTICLE 6 – SUBCONTRACTOR**

**(to be mandatorily taken into account in case of subcontracting planned from the submission of the tender(**

Name of the subcontractor:

(Company name – Legal form – Address – Name of the person in charge …)

Definition of subcontracted services:

Amount to be paid directly to the subcontractor :

|  |  |  |  |
| --- | --- | --- | --- |
|  | Amount in EUR excluding VAT | VAT (%) | Amount in EUR with vat |
| Total amount |  |  |  |

Total amount including tax (in words):

Type of princing :

Subcontractor advance:

The contractor requests to benefit from the advance payment.

The contractor does not request the advance payment.

The subcontractor must provide supporting documents (social and tax-related) as well as evidence of professional and financial capacity, in accordance with Article 9 of the tender regulations.

If the subcontracted portion exceeds €600 including tax, the subcontractor is entitled to direct payment.

The letter of commitment constitutes a request for acceptance of the subcontractor concerned and approval of the payment terms of the subcontracting agreement, which is deemed to take effect from the date of contract award notification; this notification is deemed to imply acceptance of the subcontractor and approval of the payment terms of the subcontracting agreement.

**ARTICLE 7 – CONTACTS**

**Single Point of Contact**  
For the application of the "contract monitoring" article of the CCAP, the single point of contact for the company regarding this contract is:

* Name: …
* First name: …
* Position: …
* Telephone number: …
* Email address: …

**Purchase Orders**  
Purchase orders should be sent to the following contact:

* Department: …
* Telephone number: …
* Email address: …

Made in a single original copy,

In , the

**SIGNS :**

In the case of a sole contractor:  
Name and position of the signatory

**In the case of a consortium:**  
**(Signatures of each co-contractor or signature of the lead member if authorized to sign on behalf of the** **consortium (the power(s) of attorney must be attached))**

In PLOUZANE,

the present offer is accepted as a commitment deed.

For the Chief Executive Officer and by delegation,