**Appendix No. 2**

................................................................................................

Stamp of the Contractor place and date

**BID FORM**

In response to the Contract notice in the area of science in the procedure for **the delivery of multi-parameter profiling measuring floats** for the Institute of Oceanology of the Polish Academy of Sciences (procedure no. IO/ZN/8/2022) the bid offer submits:

………………………………………………………………………………………………………………………………

*(name and address of the Contractor)*

1. The bid offer is submitted:

* on our own behalf[[1]](#footnote-1)
* as a leader of the consortium comprising1 ………………………...............................................................................

*(name contractors who belong to the consortium)*

* as a partner in a civil-law partnership (under Polish Civil Law), whose partners are1:

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

*(name partners in a civil-law partnership)*

1. We declare that we are submitting the bid for a **Package (Packages) no.: …………………….**
2. We declare that the quoted price includes all the costs that will be incurred by the Contracting Authority if this bid offer is selected.
3. We confirm that we do not participate in any other bids concerning the same proceedings.
4. We declare that we have become acquainted with the content of the Contract Notice in the area of science no IO/ZN/8/2022 and we make no reservations thereto.
5. We declare that the Contractor fulfils all the conditions set forth in the Contract Notice in the area of science and the offered object of the Contract will fulfil requirements laid down by the Contracting Authority.
6. **We declare that the Contractor does not meet the conditions of the exclusion from the procedure set in article 7 (1) of Act of 13 April 2022 on special solutions in terms of counteracting support of aggression against Ukraine and in terms of protection of national security (the Journal of Laws of the Republic of Poland from 2022, Item 835).**
7. We declare that we consider ourselves to be bound by this bid offer for the period of 30 days after the expiration of the deadline for submitting bids.
8. We accept the conditions of the Contract, as set out in the template attached as **Appendix No. 5.1** (in the case of submitting a bid for the Package I) and **Appendix No. 5.2** (in the case of submitting a bid for the Package II) to the Contract Notice. Shall our bid be selected, we commit to enter into the agreement according to the provided template on the date set by the Contracting Authority.
9. **We do not intend /intend**[[2]](#footnote-2) to commission a subcontractor(s)[[3]](#footnote-3) ………………………………………. to perform the following part of the Contract[[4]](#footnote-4).......................................................................................................................................
10. Shall our bid be selected for implementation of abovementioned delivery, the Contract on the side of the Contractor will be signed by ............................................................................................................................................................

*(provide the names and positions / authorization to represent)*

1. Contractor’s contact info:

Internet site: http:// …………......................................., e-mail address: ............................@....................., Phone:......................................., fax………………………….

Name and surname of the authorized contact person: ................................................................................

Address for correspondence[[5]](#footnote-5): ......................................................................................................................

1. **We declare that we have fulfilled the information obligations provided for in art. 13 or art. 14 GDPR[[6]](#footnote-6) towards natural persons from whom personal data we have obtained, either directly or indirectly, in order to apply for the award of a public contract in these proceedings, especially we informed those persons, that their personal data will be made available to the Contracting Authority (The Institute of Oceanology of the Polish Academy of Sciences) and we acquainted them with Information Clause provided in Chapter VIII of the Contract notice.**[[7]](#footnote-7)

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

*signature of the Contractor or an authorized person*

**Appendix No. 3.1**

**THE CONTRACTOR**

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

place and date

…………………………..….……………………

*(full name, address, VAT No., name of the Company register and number)*

**BID AND PRICE FORM**

**PACKAGE I**

* + - 1. We offer the performance of the Contract for:

**A bid price (Gross price):** ……………………………….…….PLN / USD / EURO[[8]](#footnote-8) (say:………………………………….……………....................................................................................),

including VAT ……………………………… PLN / USD/ EURO8,

**Net value:**……………………………………….. PLN / USD / EURO8

(say……………………………………………………………………………………………………….).

*NOTE:*

* + - 1. *A bid price (a net value) should contain all costs related to the performance of the Contract, including but not limited to cost of the object of the contract (including with documentation, software and firmware), cost of packaging, transport to the place of destination and insurance during delivery to the place of destination, cost of the warranty and warranty service, as well as cost of granting a license for software and firmware.*
      2. *If a bid has been submitted, the selection of which would result in a tax obligation on the Contracting Authority under the provisions on tax on goods and services, the Contracting Authority shall, in order to evaluate such a tender, add the value added tax (VAT) payable under these provisions to the tender price. The Contractor, when submitting a bid, shall notify the Contracting Authority that the selection of the bid will lead to a tax obligation on the Contracting Authority, indicating the name (type) of goods or services, delivery of which will lead to a tax obligation indicating their value without the tax amount and tax rate that, according to the Contactors knowledge, the Contracting Authority will be obligated to pay.*
      3. ***If a bid has been submitted by Contractor having its registered office and location of the business activity outside of the Republic of Poland, the Contractor shall indicate only net values****. In order to evaluate such an bid offer, the Contracting Authority shall increase the bid price by adding the tax on goods and services (VAT).*
      4. We offer the delivery of **an multi-parameter profiling measuring float with a CTD sensor and a sensor for optical measurement of dissolved oxygen concentration in water**:

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

*(manufacturer, type, model, catalogue number of offered devices)*

* + - 1. We offer the delivery of the subject of the Contract no later than **9 months** counted from the date of signing of the Contract, to the register office of the counted from the date of signing – ul. Powstańców Warszawy 55, 81-712 Sopot, Poland.
      2. Warranty for the subject of the Contract before deployment is **…….. months** (no less than 12 months), counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.

*NOTE:*

***The Contractor should also submit Technical Specifications of offered equipment (catalogs, brochures, catalog cards, etc.)*** *confirming that the offered devices meet the requirements described in Appendix no 1.1. to the**Contract Notice.*

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

*signature of the Contractor or an authorized person*

**Appendix No. 3.2**

**THE CONTRACTOR**

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

place and date

…………………………..….……………………

*(full name, address, VAT No., name of the Company register and number)*

**BID AND PRICE FORM**

**PACKAGE II**

* + - 1. We offer the performance of the Contract for:

**A bid price (Gross price):** ……………………………….…….PLN / USD / EURO[[9]](#footnote-9) (say:………………………………….……………....................................................................................),

including VAT ……………………………… PLN / USD/ EURO9,

**Net value:**……………………………………….. PLN / USD / EURO9

*NOTE:*

* + - 1. *A bid price (a net value) should contain all costs related to the performance of the Contract, including but not limited to cost of the object of the contract (including with documentation, software and firmware), cost of packaging, transport to the place of destination and insurance during delivery to the place of destination, cost of the warranty and warranty service, as well as cost of granting a license for software and firmware.*
      2. *If a bid has been submitted, the selection of which would result in a tax obligation on the Contracting Authority under the provisions on tax on goods and services, the Contracting Authority shall, in order to evaluate such a tender, add the value added tax (VAT) payable under these provisions to the tender price. The Contractor, when submitting a bid, shall notify the Contracting Authority that the selection of the bid will lead to a tax obligation on the Contracting Authority, indicating the name (type) of goods or services, delivery of which will lead to a tax obligation indicating their value without the tax amount and tax rate that, according to the Contactors knowledge, the Contracting Authority will be obligated to pay.*
      3. *I****f a bid has been submitted by Contractor having its registered office and location of the business activity outside of the Republic of Poland, the Contractor shall indicate only net values****. In order to evaluate such an bid offer, the Contracting Authority shall increase the bid price by adding the tax on goods and services (VAT).*
      4. We offer the delivery of **an multi-parameter profiling measuring float with a CTD sensor:**

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

*(manufacturer, type, model, catalogue number of offered devices)*

* + - 1. We offer the delivery of the subject of the Contract no later than **5 months** counted from the date of signing of the Contract, to the register office of the counted from the date of signing – ul. Powstańców Warszawy 55, 81-712 Sopot, Poland.
      2. Warranty for the subject of the Contract before deployment is **…….. months** (no less than 12 months), counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.

*NOTE:*

***The Contractor should also submit Technical Specifications of offered equipment (catalogs, brochures, catalog cards, etc.)*** *confirming that the offered devices meet the requirements described in Appendix no 1.2. to the**Contract Notice.*

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

*signature of the Contractor or an authorized person*

**Appendix No. 4**

**THE CONTRACTOR**

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

place and date

…………………………..….……………………

*(full name, address, VAT No., name of the Company register and number)*

represented by: ……………………………………

*(name, surname, position/ authorisation)*

**STATEMENT OF COMPLIANCE WITH THE CONDITIONS OF PARTICIPATION IN THE PROCEDURE**

As we submit a bid in the procedure for the **delivery of multi-parameter profiling measuring floats for the Institute of** Oceanology of the Polish Academy of Sciences (procedure No. IO/ZN/8/2022), I hereby declare that the Contractor I represent meets the conditions of participation in the procedure, concerning:

1. has ability to perform business transactions - *The Contracting Authority does not specify this condition;*
2. has authorisations required to carry out specific economic or professional activity, if required under separate regulations - *The Contracting Authority does not specify this condition*;
3. has economic or financial standing - *Ensuring the execution of the contract;*
4. has technical and professional capability - within the scope of expertise and experience:
5. ***Package I:*** *in the form of* ***at least one*** *properly completed or ongoing (in case of periodical or permanent contracts)* ***delivery*** *corresponding to the subject of contract, i.e.* ***the delivery of an autonomous device for recording the physical and chemical parameters of seawater, with a gross value of at least PLN 63,000,*** *which took place within the last 3 years before the end of the deadline for the submission of bids or, if the period of Contractors activity is shorter – within that period;****[[10]](#footnote-10)***
6. ***Package II:*** *in the form of* ***at least one*** *properly completed or ongoing (in case of periodical or permanent contracts)* ***delivery*** *corresponding to the subject of contract, i.e.* ***the delivery of an autonomous device for recording the physical and chemical parameters of seawater, with a gross value of at least PLN 45,000,*** *which took place within the last 3 years before the end of the deadline for the submission of bids or, if the period of Contractors activity is shorter – within that period.10*

*Note!*

* + 1. *If the payment for the delivery was made in currency other than PLN, to determinate value of the delivery, the Contractor should convert it into PLN an average FX rate of the currency announced by the National Bank of Poland as of the date of publication of this Notice (December 14th, 2022).*
    2. *If the Contractor submits a bid for both Packages, it is sufficient to demonstrate that the Contractor meets the higher condition (i.e. at least one completed or ongoing delivery of an autonomous device for recording the physical and chemical parameters of seawater, with a gross value of at least PLN 63,000).*

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

*signature of the Contractor or an authorized person*

**Appendix No. 5.1**

**CONTRACT No. ............. – TEMPLATE (Package I)**

concluded on ................. in Sopot

between:

**the Institute of Oceanology of the Polish Academy of Sciences (Instytut Oceanologii Polskiej Akademii Nauk) in Sopot, ul. Powstańców Warszawy 55, 81-712 Sopot, Poland**, NIP (VAT No.) PL5851004839, REGON (Polish National Official Business Register) 000632467, registered in Rejestr Instytutow Naukowych (Science Institute Register) under No. RIN-VII-14/98, hereinafter referred to as the CONTRACTING AUTHORITY, represented by:

Director – ................................................................

and

business entity ........ with its registered office in .............................................................................................. registered in (name and of the register and number)............................................................................................. NIP [VAT No] ................................ REGON [National Official Register of Business Entities] ...................... hereinafter referred to as the CONTRACTOR represented by:

...............................................................................................................................................................................

as follows:

**§ 1**

1. The Contract is awarded based on the selection of the most favourable bid for the **Package I** chosen in the procurement procedure in the area of science No. IO/ZN/5/2022 pursuant to art. 11(5)(1) of the Act of 11 September 2019 on Public Procurement Law (the consolidated text in the Journal of Laws from 2022, Item 1710, as amended).
2. The Contract is funded from project „ARGO-Polska” within program “Wsparcie udziału polskich zespołów naukowych w międzynarodowych projektach infrastruktury badawczej” funded by Ministry of Education and Sciences (MEiN) (contract no. 2022/WK/04 dated 24.08.2022).

**§ 2**

1. The subject of the Contract is **the delivery of a multi-parameter profiling measuring float** for the Institute of Oceanology of the Polish Academy of Sciences in accordance with the submitted bid of …………….. (date) (**Package 1**) and the Contract Notice in the area of science dated ……… with appendices (hereinafter referred to as ‘the Contract Notice’ or ‘the Notice’), being an integral part hereof.
2. Under this Contract the Contractor is obligated to transfer ownership of the object of the Contract and hand over the object of the Contract and the Contracting Authority is obligated to collect the object of the Contract and to pay the price (the remuneration set in § 4 section 1 of the Contract) to the Contractor.
3. Detailed description of the subject of the Contract is specified in Appendix No. 1 to the Contract.
4. Under the Contract the Contractor shall deliver the subject of the Contract to the Contracting Authority’s register office – ul. Powstancow Warszawy 55, 81-712 Sopot, Poland (including packing and insurance for the delivery of the device to the place of destination).
5. The Contractor shall provide a brand new device within the specified period of time. The devices shall be from current production, meet all the functional and technical requirements specified by the Contracting Authority, be free from defects or damage, not used, free of third-party rights. The delivered device cannot be the exhibition equipment (from the exhibition).
6. Under the Contract the Contractor shall also deliver a dedicated software for programming the floats before deployment.
7. The Contractor shall provide the Contracting Authority with:
   * 1. complete documentation of the device (including at least one copy of the operating manual) in Polish and/or in English,
     2. all licenses for software and firmware delivered within execution of the Contract, if required for usage,
     3. warranty or other documents, if required for the exercise of rights by the Contracting Authority.
8. The documentation should include in particular:

* Overview and general description of the float system;
* Dimensions and weight;
* Operating theory;
* Description of the technical parameters for changing of buoyancy during the mission;
* The detailed logical flow-chart diagram of the float’s software in each of its life situation;
* Implementation and operating mode for deployment at sea;
* Basic tests;
* The file formats of data obtained after one cycle and transmission at the surface (if mathematical algorithms have to be applied to transform the acquired data into physical measurements, then these algorithms and their parameters must be described);
* Certification of the batteries for the transport of dangerous goods;
* Certification of the crates regarding the sanitary rules;
* An environmental impact assessment including "End of Life Analysis".

1. The Contractor will be obliged to provide within the subject of the Contract all approvals, certificates of conformity, calibration certificates for all elements of both measurement and construction of the float.
2. The Contracting Authority will have two weeks from the delivery of the devices to perform the acceptance tests.
3. The acceptance test procedure will include the following phases:

* Visual inspection of the equipment and checking the conformity of the documentation;
* Verification of the basic communications functions with the devices;
* Tests on the PTS.

1. In the event of concluding the Contract with the Contractors jointly applying for the Contract, such Contractors are jointly and severally liable for the performance of this Contract.
2. The Contractor represents that he has fulfilled information obligations provided for in art. 13 or art. 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (‘General Data Protection Regulation’ or ‘Regulation’) towards natural persons from whom he has obtained personal data, either directly or indirectly, in order to execute and perform this Contract. Moreover, the Contractor represents that whenever he transfers any personal data to the Contracting Authority, he shall fulfil the obligation mentioned in the first sentence.
3. The Contracting Authority and the Contractor are obligated to co-operate during the implementation of the Contract, to ensure due performance of the Contract.

**§ 3**

* + - 1. The object of the Contract referred to in § 2 will be delivered not later than **9 months** from the Contract signature.
      2. The place of delivery of the object of the Contract: the Contracting Authority’s register office: **ul. Powstańców Warszawy 55, 81-712 Sopot, Poland**.

**§ 4**

* + - 1. According to the submitted bid, the Contractor’s remuneration for the performance of the Contract amounts to total (gross) of................................... PLN/ USD / EURO (say:.................................), including VAT ………. PLN/ USD / EURO, net value:................................... PLN/ USD / EURO (say: ……………....................).
      2. The costs of VAT and customs shall be accounted for and covered by the Contracting Authority, if the Contracting Authority has this obligation according to applicable rules of law (laws on value added tax). If the Contracting Authority is obliged to fulfil this tax liability under applicable rules of law on value added tax, the Contractor shall be entitled only to the net value of the goods for which the Contracting Authority has a tax liability.
      3. The amount referred to in section 1 includes all costs related to the performance of the Contract, including but not limited to cost of the object of the contract (including with documentation, software and firmware), cost of packaging, transport to the place of destination and insurance during delivery to the place of destination, cost of the warranty and warranty service, as well as cost of granting a license for software and firmware.
      4. The Parties agreed that the payment for the delivered object of the Contract will take place on the basis of the invoice delivered to the Institute of Oceanology of the Polish Academy of Sciences, following the signing the acceptance protocol by the Contracting Authority without reservations.
      5. Signing the acceptance protocol of the subject of the Contract will take place after successful acceptance tests. If the Contracting Authority finds irregularities, including in particular the incompatibility of the delivered equipment with the description of the subject of the contract, the Contractor's offer, lack of required functionalities, the Contractor will remove the irregularities found at his own expense (including, if necessary, the cost of sending the equipment to the manufacturer for necessary modifications and the cost of its re-delivery to the Contracting Authority).
      6. Payment will be transferred from the account of the Contracting Authority to the Contractor's account specified on the invoice within 21 days from the date of acceptance of the object of the Contract without reservations and after receipt of the invoice properly issued by the Contractor.
      7. The day of debiting of the Contracting Authority’s account will be considered as the date of payment.
      8. The Contractor is entitled to statutory interest for the delay in payment.
      9. The advance payment, no higher than 20% of remuneration referred to in section 1 above, can be made on Contractor’s request. The advance payment will be made based on pro forma invoice. The advance payment will be transferred from the account of the Contracting Authority to the Contractor's account specified on the pro forma invoice within 14 days from the date of receipt of the pro forma invoice properly issued by the Contractor.
      10. The account number specified by the Contractor on the invoice and/or pro forma invoice shall be consistent with the account number stated in the polish list of VAT taxpayers (Wykaz podatników VAT, hereafter referred to as “the white list of VAT taxpayers”), unless accordingly to legal provisions the Contractor’s account number is not subject to registration. *(does not apply to foreign entities)*
      11. The Contracting Authority is entitled to verify whether the account number specified on the invoice/pro forma invoice is registered on the white list of VAT taxpayers. In case of absence of the account number or mismatch, the Contracting Authority is entitled to withhold the payment until clarification of the matter. *(does not apply to foreign entities)*
      12. The Contracting Authority has a right to demand change of the account number specified on the invoice / pro forma invoice to the number registered on the white list of VAT taxpayers. The Contracting Authority is entitled to withhold the payment until the Contractor changes the account number specified on the invoice / pro forma invoice to the number registered on white list of VAT taxpayers. *(does not apply to foreign entities)*
      13. The Contracting Authority can make the payment using the split payment mechanism, regulated in Chapter 1a, Section XI of polish Goods and Services Tax Act.

**§ 5**

Warranty period for the subject of this contract before deployment is ……..months counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.

The Contractor shall be liable to the Contracting Authority for any physical and legal defects of the delivered equipment (particularly involving any non-compliance with the description of the Subject of the Contract), as well as damage suffered during transport.

Any defects found during delivery, trials or controls will be reported to the Contractor within 7 days from the date of their discovery.

In the case of non-compliance of equipment, in particular in the case of lack of required and offered technical performance or functionality, and in the case of delivery of damaged equipment, the Contracting Authority may refuse to accept it. In such a situation the Contracting Authority shall inform the Contractor by mail, by fax or electronic mail, on the observations of the Contracting Authority as to the irregularities sending a written protocol and call the Contractor to remedy the defects within the specified time or to provide defect-free equipment.

In the case of irregularities found in the delivered equipment, in particular lack of required and offered technical performance or functionality after the commencement of individual analysis, the Contracting Authority shall notify the Contractor of the irregularities within 7 days from the date of disclosure in writing, by fax or electronically. The notification should be accompanied by: a complaint report including the request detailing the method of the removal of the irregularities and equipment acceptance protocol.

Irregularities indicated by the Contracting Authority and referred to in the section 4 and 5 above shall be removed by the Contractor at its own expense, in the manner specified by the Contracting Authority, no later than within 1 month - in the case of minor irregularities or 3 months - in the case of the necessity to return the equipment to the Contractor/manufacturer, subject to longer period for removal of defects upon agreement with the Contracting Authority. The cost of removing irregularities (including the cost of sending the equipment) shall be borne by the Contractor.

Shall the Contractor fail to respond to the notice of the irregularities within 7 days of its receipt, it will be tantamount to recognition of the complaint and Contractor’s commitment to immediately remove the irregularities.

If the irregularities cannot be removed, the Contractor shall deliver the defect-free equipment within 3 months of filing the complaint for the remuneration provided for hereto.

**§ 6**

1. The subject of the Contract shall be performed by the Contractor without / with the assistance of a subcontractor (*delete as appropriate*) ………………………………. with respect to ………………… .
2. The Contractor may perform the subject of the Contract with the assistance of a subcontractor if he makes a subcontract in writing or otherwise null and void.
3. Execution of part of the Contract may be subcontracted by the Contractor to Subcontractors not listed in section 1 in the course of performing the subject hereof only by written consent of the Contracting Authority and provided it does not amend the terms and conditions of the Contract Notice.
4. Subcontracting the execution of part of the Contract shall not change the obligations of the Contractor towards the Contracting Authority for the performance of the part of agreement. The Contractor shall be liable for the actions, omissions, and negligence of subcontractors as for his own actions, omissions, and negligence.
5. The Contractor shall notify the Contracting Authority of every planned change in subcontracting (including of the intention to subcontract work from a new subcontractor, a change of the scope of work performed by a subcontractor, a change of a subcontractor, or resigning from a subcontractor) by a deadline that enables the Contracting Authority to exercise its rights resulting from this Contract.

**§ 7**

The Contractor shall pay to the Contracting Authority stipulated penalties in the amount of:

1. 0.2% of the net value of the Contract as is defined in § 4 section 1 of this Contract for each day of default in delivery of the object of the Contract;
2. 0.2% of the net value of the Contract as is defined in § 4 section 1 of this Contract for each day of default in removal of defects found during or after the acceptance of the object hereof;
3. 20% of the net value of remuneration as is defined in § 4 section 1 of this Contract for the withdrawal by the Contracting Authority or the Contractor from the Contract for reasons attributable to the Contractor, especially as defined in § 8 section 2.
4. The maximal amount of penalties that the Contracting Authority may charge the Contractor is 20 % of the net value of the Contract as is defined in § 4 section 1 of this Contract.
5. The above-mentioned contractual penalties shall be paid by the Contractor within 14 days of the submission of a request for payment by the Contracting Authority to the bank account of the Contracting Authority.
6. The Contracting Authority reserves the right to claim compensation in excess of the above penalties under the general rules of the Polish Civil Code.
7. The Contracting Authority shall be entitled to deduct stipulated penalties from the remuneration payable to the Contractor.

**§ 8**

1. If a major change of circumstances occurs that makes the performance of the Contract against the public interest, which could not have been predicted upon the execution hereof, or if the further performance hereof may threaten the important interest of the state or public security, the Contracting Authority may withdraw from this Contract within 30 days of becoming aware of such circumstances. In this event the Contractor may require exclusively the remuneration due to him for the completed part of the Contract.
2. The Contracting Authority reserves the right to withdraw from the Contract within 15 days of re-delivery of malfunctioning equipment by the Contractor or failing to meet the required and offered technical specification or if the defects are not removed – following a formal notice to the Contractor to fulfil the obligations in accordance with § 5 sections 6 and 8 of the Contract and setting an additional term to remove the irregularities.

**§ 9**

Any changes or additions to this Contract shall be in writing under pain of nullity.

The Contracting Authority anticipates possibility of changes in the Contract, especially in occurrence of following [circumstance](http://pl.pons.com/t%C5%82umaczenie/angielski-polski/circumstance)s:

1. changes regarding the scope of the Contract and remuneration - in case of possibility to perform the subject of the Contract in a manner other than that provided for in the Contract Notice, and at the same time beneficial for the Contracting Authority, consistent with the project, which will not go beyond the specification of the subject of the Contract contained in the Contract Notice, nor will it increase the Contractor's remuneration;
2. changes regarding the subject of the Contract, the scope of the Contract, remuneration, payment and obligations of the Contractor – in case of circumstances not foreseen during signing of the Contract, resulting in need to reduce the order in a way not stipulated in the Contract;
3. changes in the deadline for completion of the contract - in the case where it is impossible for the Contractor to meet the deadline for execution of the Contract for reasons beyond the control of the Contractor, resulting in need to change the deadline for the completion determined in the Contract;
4. changes in the deadline for completion of the contract - in the event of force majeure, such as occurrence of a random event caused by external factors, which could not have been predicted with certainty, in particular, a direct threat to life or health of people or risk of significant damage, impacting the implementation of the Contract;
5. changes to the contract are necessary due to actions taken by the administrative bodies or institutions authorized to issue decisions or other commanding or supervisory acts related to the implementation of the Contract – in scope related to those actions;
6. changes to the Contract are necessary due to the changes in the relevant legislation – in scope related to those changes;
7. change of remuneration – in case of changes in value added tax (VAT) during the performance of the Contract, including statutory change in tax rate (also reduction) or occurring a possibility to apply more favourable tax rate;
8. change in names or addresses of Parties to this Contract, changes related to transformation of the Party – in scope related to those changes;
9. change of the subject of the Contract - if the offered equipment is not and will not be available on the market or its production has been discontinued (the Contractor may offer more modern replacements with the same or better technical parameters at an unchanged price compared to the offer. The Contractor is obliged to inform the Contracting Authority in writing about the need to replace and providing a confirmation of withdrawing the replaced equipment from the market).
10. The changes described in section 2 above can be made on the condition of presentation of proper prove of the circumstances set above by the Party interested in making changes.
11. In case of changes resulting in change of remuneration, the Contractor shall document impact that the circumstances had on [amount of remuneration](https://context.reverso.net/tłumaczenie/angielski-polski/amount+of+remuneration).
12. In case of change described in section 2 letter g) above, the net value shall remain the same, the gross price shall be determined in accordance to new provisions.

**§ 10**

The Contractor may not assign claims arising from this Contract to a third party without the written consent of the Contracting Authority.

The Parties agree that this Contract shall be governed by and interpreted according to Polish law *(\*if the contract is made with the Contractor who is a foreign entity)*.

Any disputes resulting from the performance of this Contract shall be resolved in negotiations, and if no agreement can be reached, a dispute shall be resolved by a court competent for the registered office of the Contracting Authority.

Regulations of the Polish Civil Code shall apply to any issues not governed herein.

This Contract has been made in three copies, including 2 copies for the Contracting Authority and one copy for the Contractor. / This Contract has been made in electronic form, signed by the with a qualified electronic signature. *(delete as appropriate)*

In the case of the preparation and signing of the English version of the Contract, the Polish version is the basis for the interpretation of the Contract.

THE CONTRACTING AUTHORITY THE CONTRACTOR

………………………... ………………………

**Appendices to the Contract:**

1. Description of the subject of the contract for Package I
2. The Contractor’s Bid and Price Form for Package I dated …………

**Appendix No. 5.2**

**CONTRACT No. ............. – TEMPLATE (Package II)**

concluded on ................. in Sopot

between:

**the Institute of Oceanology of the Polish Academy of Sciences (Instytut Oceanologii Polskiej Akademii Nauk) in Sopot, ul. Powstańców Warszawy 55, 81-712 Sopot, Poland**, NIP (VAT No.) PL5851004839, REGON (Polish National Official Business Register) 000632467, registered in Rejestr Instytutow Naukowych (Science Institute Register) under No. RIN-VII-14/98, hereinafter referred to as the CONTRACTING AUTHORITY, represented by:

Director – ................................................................

and

business entity ........ with its registered office in .............................................................................................. registered in (name and of the register and number)............................................................................................. NIP [VAT No] ................................ REGON [National Official Register of Business Entities] ...................... hereinafter referred to as the CONTRACTOR represented by:

...............................................................................................................................................................................

as follows:

**§ 1**

1. The Contract is awarded based on the selection of the most favourable bid for the **Package II** chosen in the procurement procedure in the area of science No. IO/ZN/5/2022 pursuant to art. 11(5)(1) of the Act of 11 September 2019 on Public Procurement Law (the consolidated text in the Journal of Laws from 2022, Item 1710, as amended).
2. The Contract is funded from project „ARGO-Polska” within program “Wsparcie udziału polskich zespołów naukowych w międzynarodowych projektach infrastruktury badawczej” funded by Ministry of Education and Sciences (MEiN) (contract no. 2022/WK/04 dated 24.08.2022).

**§ 2**

1. The subject of the Contract is **the delivery of a multi-parameter profiling measuring float** for the Institute of Oceanology of the Polish Academy of Sciences in accordance with the submitted bid of …………….. (date) **(Package II)** and the Contract Notice in the area of science dated ……… with appendices (hereinafter referred to as ‘the Contract Notice’ or ‘the Notice’), being an integral part hereof.
2. Under this Contract the Contractor is obligated to transfer ownership of the object of the Contract and hand over the object of the Contract and the Contracting Authority is obligated to collect the object of the Contract and to pay the price (the remuneration set in § 4 section 1 of the Contract) to the Contractor.
3. Detailed description of the subject of the Contract is specified in Appendix No. 1 to the Contract.
4. Under the Contract the Contractor shall deliver the subject of the Contract to the Contracting Authority’s register office – ul. Powstańców Warszawy 55, 81-712 Sopot, Poland (including packing and insurance for the delivery of the device to the place of destination).
5. The Contractor shall provide a brand new device within the specified period of time. The devices shall be from current production, meet all the functional and technical requirements specified by the Contracting Authority, be free from defects or damage, not used, free of third-party rights. The delivered device cannot be the exhibition equipment (from the exhibition).
6. Under the Contract the Contractor shall also deliver a dedicated software for programming the floats before deployment.
7. The Contractor shall provide the Contracting Authority with:
   1. complete documentation of the device (including at least one copy of the operating manual) in Polish and/or in English,
   2. all licenses for software and firmware delivered within execution of the Contract, if required for usage,
   3. warranty or other documents, if required for the exercise of rights by the Contracting Authority.
8. The documentation should include in particular:

* Overview and general description of the float system;
* Dimensions and weight;
* Operating theory;
* Description of the technical parameters for changing of buoyancy during the mission;
* The detailed logical flow-chart diagram of the float’s software in each of its life situation;
* Implementation and operating mode for deployment at sea;
* Basic tests;
* The file formats of data obtained after one cycle and transmission at the surface (if mathematical algorithms have to be applied to transform the acquired data into physical measurements, then these algorithms and their parameters must be described);
* Certification of the batteries for the transport of dangerous goods;
* Certification of the crates regarding the sanitary rules;
* An environmental impact assessment including "End of Life Analysis".

1. The Contractor will be obliged to provide within the subject of the Contract all approvals, certificates of conformity, calibration certificates for all elements of both measurement and construction of the float.
2. The Contracting Authority will have two weeks from the delivery of the devices to perform the acceptance tests.
3. The acceptance test procedure will include the following phases:

* Visual inspection of the equipment and checking the conformity of the documentation;
* Verification of the basic communications functions with the devices;
* Tests on the PTS.

1. In the event of concluding the Contract with the Contractors jointly applying for the Contract, such Contractors are jointly and severally liable for the performance of this Contract.
2. The Contractor represents that he has fulfilled information obligations provided for in art. 13 or art. 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (‘General Data Protection Regulation’ or ‘Regulation’) towards natural persons from whom he has obtained personal data, either directly or indirectly, in order to execute and perform this Contract. Moreover, the Contractor represents that whenever he transfers any personal data to the Contracting Authority, he shall fulfil the obligation mentioned in the first sentence.
3. The Contracting Authority and the Contractor are obligated to co-operate during the implementation of the Contract, to ensure due performance of the Contract.

**§ 3**

* + - 1. The object of the Contract referred to in § 2 will be delivered not later than **5 months** from the Contract signature.
      2. The place of delivery of the object of the Contract: the Contracting Authority’s register office: **ul. Powstańców Warszawy 55, 81-712 Sopot, Poland**.

**§ 4**

* + - 1. According to the submitted bid, the Contractor’s remuneration for the performance of the Contract amounts to total (gross) of................................... PLN/ USD / EURO (say:.................................), including VAT ………. PLN/ USD / EURO, net value:................................... PLN/ USD / EURO (say: ……………....................).
      2. The costs of VAT and customs shall be accounted for and covered by the Contracting Authority, if the Contracting Authority has this obligation according to applicable rules of law (laws on value added tax). If the Contracting Authority is obliged to fulfil this tax liability under applicable rules of law on value added tax, the Contractor shall be entitled only to the net value of the goods for which the Contracting Authority has a tax liability.
      3. The amount referred to in section 1 includes all costs related to the performance of the Contract, including but not limited to cost of the object of the contract (including with documentation, software and firmware), cost of packaging, transport to the place of destination and insurance during delivery to the place of destination, cost of the warranty and warranty service, as well as cost of granting a license for software and firmware.
      4. The Parties agreed that the payment for the delivered object of the Contract will take place on the basis of the invoice delivered to the Institute of Oceanology of the Polish Academy of Sciences, following the signing the acceptance protocol by the Contracting Authority without reservations.
      5. Signing the acceptance protocol of the subject of the Contract will take place after successful acceptance tests. If the Contracting Authority finds irregularities, including in particular the incompatibility of the delivered equipment with the description of the subject of the contract, the Contractor's offer, lack of required functionalities, the Contractor will remove the irregularities found at his own expense (including, if necessary, the cost of sending the equipment to the manufacturer for necessary modifications and the cost of its re-delivery to the Contracting Authority).
      6. Payment will be transferred from the account of the Contracting Authority to the Contractor's account specified on the invoice within 21 days from the date of acceptance of the object of the Contract without reservations and after receipt of the invoice properly issued by the Contractor.
      7. The day of debiting of the Contracting Authority’s account will be considered as the date of payment.
      8. The Contractor is entitled to statutory interest for the delay in payment.
      9. The advance payment, no higher than 20% of remuneration referred to in section 1 above, can be made on Contractor’s request. The advance payment will be made based on pro forma invoice. The advance payment will be transferred from the account of the Contracting Authority to the Contractor's account specified on the pro forma invoice within 14 days from the date of receipt of the pro forma invoice properly issued by the Contractor.
      10. The account number specified by the Contractor on the invoice and/or pro forma invoice shall be consistent with the account number stated in the polish list of VAT taxpayers (Wykaz podatników VAT, hereafter referred to as “the white list of VAT taxpayers”), unless accordingly to legal provisions the Contractor’s account number is not subject to registration. *(does not apply to foreign entities)*
      11. The Contracting Authority is entitled to verify whether the account number specified on the invoice/pro forma invoice is registered on the white list of VAT taxpayers. In case of absence of the account number or mismatch, the Contracting Authority is entitled to withhold the payment until clarification of the matter. *(does not apply to foreign entities)*
      12. The Contracting Authority has a right to demand change of the account number specified on the invoice / pro forma invoice to the number registered on the white list of VAT taxpayers. The Contracting Authority is entitled to withhold the payment until the Contractor changes the account number specified on the invoice / pro forma invoice to the number registered on white list of VAT taxpayers. *(does not apply to foreign entities)*
      13. The Contracting Authority can make the payment using the split payment mechanism, regulated in Chapter 1a, Section XI of polish Goods and Services Tax Act.

**§ 5**

Warranty period for the subject of this contract before deployment is …….. months counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.

The Contractor shall be liable to the Contracting Authority for any physical and legal defects of the delivered equipment (particularly involving any non-compliance with the description of the Subject of the Contract), as well as damage suffered during transport.

Any defects found during delivery, trials or controls will be reported to the Contractor within 7 days from the date of their discovery.

In the case of non-compliance of equipment, in particular in the case of lack of required and offered technical performance or functionality, and in the case of delivery of damaged equipment, the Contracting Authority may refuse to accept it. In such a situation the Contracting Authority shall inform the Contractor by mail, by fax or electronic mail, on the observations of the Contracting Authority as to the irregularities sending a written protocol and call the Contractor to remedy the defects within the specified time or to provide defect-free equipment.

In the case of irregularities found in the delivered equipment, in particular lack of required and offered technical performance or functionality after the commencement of individual analysis, the Contracting Authority shall notify the Contractor of the irregularities within 7 days from the date of disclosure in writing, by fax or electronically. The notification should be accompanied by: a complaint report including the request detailing the method of the removal of the irregularities and equipment acceptance protocol.

Irregularities indicated by the Contracting Authority and referred to in the section 4 and 5 above shall be removed by the Contractor at its own expense, in the manner specified by the Contracting Authority, no later than within 1 month - in the case of minor irregularities or 3 months - in the case of the necessity to return the equipment to the Contractor/manufacturer, subject to longer period for removal of defects upon agreement with the Contracting Authority. The cost of removing irregularities (including the cost of sending the equipment) shall be borne by the Contractor.

Shall the Contractor fail to respond to the notice of the irregularities within 7 days of its receipt, it will be tantamount to recognition of the complaint and Contractor’s commitment to immediately remove the irregularities.

If the irregularities cannot be removed, the Contractor shall deliver the defect-free equipment within 3 months of filing the complaint for the remuneration provided for hereto.

**§ 6**

1. The subject of the Contract shall be performed by the Contractor without / with the assistance of a subcontractor (*delete as appropriate*) ………………………………. with respect to ………………… .
2. The Contractor may perform the subject of the Contract with the assistance of a subcontractor if he makes a subcontract in writing or otherwise null and void.
3. Execution of part of the Contract may be subcontracted by the Contractor to Subcontractors not listed in section 1 in the course of performing the subject hereof only by written consent of the Contracting Authority and provided it does not amend the terms and conditions of the Contract Notice.
4. Subcontracting the execution of part of the Contract shall not change the obligations of the Contractor towards the Contracting Authority for the performance of the part of agreement. The Contractor shall be liable for the actions, omissions, and negligence of subcontractors as for his own actions, omissions, and negligence.
5. The Contractor shall notify the Contracting Authority of every planned change in subcontracting (including of the intention to subcontract work from a new subcontractor, a change of the scope of work performed by a subcontractor, a change of a subcontractor, or resigning from a subcontractor) by a deadline that enables the Contracting Authority to exercise its rights resulting from this Contract.

**§ 7**

1. The Contractor shall pay to the Contracting Authority stipulated penalties in the amount of:
2. 0.2% of the net value of the Contract as is defined in § 4 section 1 of this Contract for each day of default in delivery of the object of the Contract;
3. 0.2% of the net value of the Contract as is defined in § 4 section 1 of this Contract for each day of default in removal of defects found during or after the acceptance of the object hereof;
4. 20% of the net value of remuneration as is defined in § 4 section 1 of this Contract for the withdrawal by the Contracting Authority or the Contractor from the Contract for reasons attributable to the Contractor, especially as defined in § 8 section 2.
5. The maximal amount of penalties that the Contracting Authority may charge the Contractor is 20 % of the net value of the Contract as is defined in § 4 section 1 of this Contract.
6. The above-mentioned contractual penalties shall be paid by the Contractor within 14 days of the submission of a request for payment by the Contracting Authority to the bank account of the Contracting Authority.
7. The Contracting Authority reserves the right to claim compensation in excess of the above penalties under the general rules of the Polish Civil Code.
8. The Contracting Authority shall be entitled to deduct stipulated penalties from the remuneration payable to the Contractor.

**§ 8**

1. If a major change of circumstances occurs that makes the performance of the Contract against the public interest, which could not have been predicted upon the execution hereof, or if the further performance hereof may threaten the important interest of the state or public security, the Contracting Authority may withdraw from this Contract within 30 days of becoming aware of such circumstances. In this event the Contractor may require exclusively the remuneration due to him for the completed part of the Contract.
2. The Contracting Authority reserves the right to withdraw from the Contract within 15 days of re-delivery of malfunctioning equipment by the Contractor or failing to meet the required and offered technical specification or if the defects are not removed – following a formal notice to the Contractor to fulfil the obligations in accordance with § 5 sections 6 and 8 of the Contract and setting an additional term to remove the irregularities.

**§ 9**

Any changes or additions to this Contract shall be in writing under pain of nullity.

The Contracting Authority anticipates possibility of changes in the Contract, especially in occurrence of following [circumstance](http://pl.pons.com/t%C5%82umaczenie/angielski-polski/circumstance)s:

* 1. changes regarding the scope of the Contract and remuneration - in case of possibility to perform the subject of the Contract in a manner other than that provided for in the Contract Notice, and at the same time beneficial for the Contracting Authority, consistent with the project, which will not go beyond the specification of the subject of the Contract contained in the Contract Notice, nor will it increase the Contractor's remuneration;
  2. changes regarding the subject of the Contract, the scope of the Contract, remuneration, payment and obligations of the Contractor – in case of circumstances not foreseen during signing of the Contract, resulting in need to reduce the order in a way not stipulated in the Contract;
  3. changes in the deadline for completion of the contract - in the case where it is impossible for the Contractor to meet the deadline for execution of the Contract for reasons beyond the control of the Contractor, resulting in need to change the deadline for the completion determined in the Contract;
  4. changes in the deadline for completion of the contract - in the event of force majeure, such as occurrence of a random event caused by external factors, which could not have been predicted with certainty, in particular, a direct threat to life or health of people or risk of significant damage, impacting the implementation of the Contract;
  5. changes to the contract are necessary due to actions taken by the administrative bodies or institutions authorized to issue decisions or other commanding or supervisory acts related to the implementation of the Contract – in scope related to those actions;
  6. changes to the Contract are necessary due to the changes in the relevant legislation – in scope related to those changes;
  7. change of remuneration – in case of changes in value added tax (VAT) during the performance of the Contract, including statutory change in tax rate (also reduction) or occurring a possibility to apply more favourable tax rate;
  8. change in names or addresses of Parties to this Contract, changes related to transformation of the Party – in scope related to those changes;
  9. change of the subject of the Contract - if the offered equipment is not and will not be available on the market or its production has been discontinued (the Contractor may offer more modern replacements with the same or better technical parameters at an unchanged price compared to the offer. The Contractor is obliged to inform the Contracting Authority in writing about the need to replace and providing a confirmation of withdrawing the replaced equipment from the market).

1. The changes described in section 2 above can be made on the condition of presentation of proper prove of the circumstances set above by the Party interested in making changes.
2. In case of changes resulting in change of remuneration, the Contractor shall document impact that the circumstances had on [amount of remuneration](https://context.reverso.net/tłumaczenie/angielski-polski/amount+of+remuneration).
3. In case of change described in section 2 letter g) above, the net value shall remain the same, the gross price shall be determined in accordance to new provisions.

**§ 10**

The Contractor may not assign claims arising from this Contract to a third party without the written consent of the Contracting Authority.

The Parties agree that this Contract shall be governed by and interpreted according to Polish law *(\*if the contract is made with the Contractor who is a foreign entity)*.

Any disputes resulting from the performance of this Contract shall be resolved in negotiations, and if no agreement can be reached, a dispute shall be resolved by a court competent for the registered office of the Contracting Authority.

Regulations of the Polish Civil Code shall apply to any issues not governed herein.

This Contract has been made in three copies, including 2 copies for the Contracting Authority and one copy for the Contractor. / This Contract has been made in electronic form, signed by the with a qualified electronic signature. *(delete as appropriate)*

In the case of the preparation and signing of the English version of the Contract, the Polish version is the basis for the interpretation of the Contract.

THE CONTRACTING AUTHORITY THE CONTRACTOR

………………………... ………………………

**Appendices to the Contract:**

1. Description of the subject of the contract for Package II
2. The Contractor’s Bid and Price Form for Package II dated …………

1. Delete as appropriate [↑](#footnote-ref-1)
2. Delete as appropriate [↑](#footnote-ref-2)
3. Indicate the name of the subcontractor, if known [↑](#footnote-ref-3)
4. Indicate a part of the Contract that will be performed by subcontractor(s) [↑](#footnote-ref-4)
5. Fill up if the correspondence address is different than the Contractor’s register office [↑](#footnote-ref-5)
6. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (‘General Data Protection Regulation’ or ‘Regulation’) (OJ EU L 119 of 4 May 2016, p. 1). [↑](#footnote-ref-6)
7. If the Contractor does not transfer any personal data other than concerning him directly or the exemption is applicable from the information obligation according to art. 13(4) or art. 14(5) GDPR, the Contractor does not submit the declaration (removing the content of the declaration, for example by its deletion). [↑](#footnote-ref-7)
8. Delete as appropriate [↑](#footnote-ref-8)
9. Delete as appropriate [↑](#footnote-ref-9)
10. Delete as appropriate [↑](#footnote-ref-10)