**Appendix No. 1**

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

#####  **s**tamp of the Contractorplace and date

**BID FORM**

In response to the Contract notice in the area of science in the procedure for **the ship charter service** **for the purpose of carrying out a scientific cruise in the territorial waters of Estonia (Gulf of Finland)** for the Institute of Oceanology of the Polish Academy of Sciences (procedure No. IO/ZN/3/2023) the bid offer submits:

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

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

*(name and address of the Contractor/s)*

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 offer the performance of the Contract (4 cruise days) for:

**Gross price** ……………………………………………….…….PLN/ USD / EURO[[2]](#footnote-2) (say:………………………………….……………....................................................................................),

including VAT ……………………………… PLN/ USD / EURO 2,

**Net value** ………………………………………………………….. PLN/ USD / EURO 2

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

**Net value for one (1) cruise day (24 hour day)** ……………………………………………………… PLN/ USD / EURO 2

(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 the cost of the service of chartering a seagoing ship ready to sail with crew, including the costs of operating the ship, in particular fuel, fees, permits, insurance of the ship and crew, the costs of wages of the crew, the costs of transport of scientific personnel and scientific equipment, the costs of meals of scientific staff during the cruise.*
			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 will, 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 a bid offer, the Contracting Authority will increase the bid price by adding the tax on goods and services (VAT).*
1. **Gross price for one (1) cruise day (24 hour day)** …………………………….…PLN/ USD / EURO[[3]](#footnote-3) (say:………………………………….……………....................................................................................),

including VAT ……………………………… PLN/ USD / EURO 3,

**Net value** **for one (1) cruise day (24 hour day)**………………………………….. PLN/ USD / EURO 3

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

1. **We offer the ship charter service** **for the purpose of carrying out a scientific cruise in the territorial waters of Estonia (Gulf of Finland)**:

name of the ship……………………………………………………………………………………………

name of the ship’s owner or operator:………………………………………………………………………

the place of embarkation (1) and disembarkation (2) of the scientific personnel / scientific equipment:

(1)….…….…………………………………………(2)………………………………………………….

1. **We offer the implementation of the service : in the period from 15 August 2023 to 25 August 2023 for four (4) cruise days** **(24 hour days)**, with possibility of extension by one (1) cruise day within the option right.
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 bid concerning the same proceedings.
4. We declare that we have become acquainted with the content of the Contract notice in the area of science and we make no reservations to it.
5. We declare that the Contractor fulfills all the conditions set forth in the Contract notice in the area of science and the offered service will fulfill 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 2023, Item 129).**
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. 3 to the Contract notice in the area of science. 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. 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:.......................................,

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

Address for correspondence[[4]](#footnote-4): ......................................................................................................................

1. We declare that we have fulfilled the information obligations provided for in art. 13 or art. 14 GDPR[[5]](#footnote-5) 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.[[6]](#footnote-6)

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

 *signature of the Contractor or an authorized person*

**Appendix No. 2**

**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 FOR PARTICIPATION IN THE PROCEDURE**

As we submit a bid in the procedure for **the ship charter service** **for the purpose of carrying out a scientific cruise in the territorial waters of Estonia (Gulf of Finland)** for the Institute of Oceanology of the Polish Academy of Sciences (procedure No. IO/ZN/3/2023), I hereby declare that the Contractor I represent meets the conditions of participation in the procedure, i.e.:

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 - e*nsuring the execution of the contract*;
4. has technical and professional capability:
5. *within the scope of technical capacity: in the form of having at its disposal* ***seagoing ship ready to sail which can accommodate on board at least 10 persons who are not members of the crew (scientific staff) and scientific equipment in the form of ROV (two containers with ROV)****,*
6. *within the scope of expertise and experience: in the form of* ***at least one***  *properly completed or ongoing (in case of recurring or permanent contracts) service corresponding to the subject of contract, that is involving the* ***service of chartering a ship in order to implement a scientific cruise for at least 10 scientists and transporting scientific equipment, with the value of the service of at least PLN 250 000 gross,*** *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.*

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

 *signature of the Contractor or an authorized person*

 **Appendix No. 3**

**CONTRACT No. ............. – TEMPLATE**

concluded on ................. in Sopot, Poland

between:

**the Institute of Oceanology of the Polish Academy of Sciences (Instytut Oceanologii Polskiej Akademii Nauk), ul. Powstancow Warszawy 55, 81-712 Sopot, Poland**, registered in Rejestr Instytutow Naukowych (Science Institute Register) under No. RIN-VII-14/98, with NIP (VAT No.) PL5851004839, REGON (Polish National Official Business Register) 000632467, 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**

The Contract is awarded based on the selection of the most favourable bid chosen in the procurement procedure in the area of science No. IO/ZN/3/2023 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).

The contract is funded within the framework of the Polish-Norwegian GRIEG research project entitled: “**Groundwater Recharge in the Changing Arctic Range and Biogeochemical Impact” (ArcticSGD, Research Project No. 2019/34/H/ST10/00645), funded by the Norwegian Financial Mechanism 2014 - 2021 (85%) and the national earmarked subsidy (15%)**.

**§ 2**

1. The subject of the Contract is **the ship charter service** **for the purpose of carrying out a scientific cruise in the territorial waters of Estonia (Gulf of Finland)** for the Institute of Oceanology of the Polish Academy of Sciences in accordance with the submitted bid of …………….. (date) and the Contract notice in the area of science dated ……… with appendices (hereinafter referred to as ‘the Notice’), being an integral part hereof.
2. The charter of the ship covers the transport of scientific staff and scientific equipment (including two containers with ROV) on local routes (i.e. Estonian territorial waters - Gulf of Finland). Embarkation and disembarkation will take place at the port of Estonia.
3. The scientific cruise will take place for four (4) cruise days (24 hour days) in the period from 15 August 2023 to 25 August 2023. The cruise will start and end in the Estonian port indicated by the Contractor.
4. The scientific cruise will consist of: carrying out measurements using ROV scientific instruments. The cruise route should include: Tallinn’s surrounding waters and Vaindloo Island.
5. The maximum number of scientists taking part in the cruise is 10 (ten). The ship should have at least 10 places on board for the disposal of the Contracting Authority's scientific staff during the cruise.
6. The chartered ship should be capable of operating the ROV system, including power supply and space on board to accommodate two ROV containers and be able to operate in DP (Dynamic Positioning) mode.
7. The ship should have a permit to sail in the indicated water area, including all current requirements for navigation in the territorial waters of Estonia (Gulf of Finland). All obligations related to obtaining permits, including the necessary notifications and fees, are the responsibility of the Contractor.
8. The Contractor offers the ship chartering service (in particular a seagoing ship ready to sail with crew) in a way that will ensure the implementation of the scientific cruise using the indicated scientific equipment.
9. The Contracting Authority reserves the right to exercise the right of option to extend the duration of the cruise by one (1) cruise day in the situation of providing funds for this purpose. The Contracting Authority may not exercise the right of option. The order implemented under the option is a unilateral right of the Contracting Authority. Failure by the Contracting Authority to exercise the right of option shall not give rise to any claims on the part of the Contractor against the Contracting Authority. The Contractor will be obliged to perform the subject covered by the option after receiving notice from the Contracting Authority that it intends to exercise the option right. The term of execution of the contract under the option set by the Contracting Authority will be in the period from 15 August 2023 to 25 August 2023. The rules for the execution of the contract covered by the right of option will be the same as those for the execution of the basic contract (i.e., for a scientific cruise lasting 4 cruise days (24 hour days)). The Contracting Authority also stipulates that the unit price of the cruise day covered by the option will be the same as in the basic contract.

**§ 3**

* + - 1. The service referred to in § 2 will be delivered: **in the period from 15 August 2023 to 25 August 2023.**
			2. **Scientific cruise duration: the basic contract includes** **four (4) cruise days** (24 hour days), with possibility of extension by one (1) cruise day within the option right. The exact date of the science cruise will be agreed between the parties after signing the contract.
			3. **Place of the service’s implementation: The scientific cruise will take place in the territorial waters of Estonia (Gulf of Finland).** The exact route of the cruise will be agreed with the ship's captain or ship’s operator.
			4. The port of embarkation and disembarkation of the scientific personnel and equipment will be indicated by the Contractor.
			5. The parties reserve the possibility of not implementing the whole subject of the contract, however, by no more than 1 cruise day (out of 4 cruise days), in the event that weather conditions do not permit, and the deadline for implementation of the contract cannot be postponed.
			6. The Contractor declares that he has the necessary qualifications to perform the subject of the contract and accepts to perform it under the terms of this contract and the contract notice in the field of science number IO/ZN/3/2023 and the Contractor's offer - being an integral part of the contract, as well as in accordance with the applicable regulations.
			7. The Contractor declares that it has a seagoing ship ready to sail, including fuel, qualified crew and relevant documents in accordance with the required regulations, as well as third-party liability insurance in respect of its activities related to the subject of the contract, including third-party liability insurance of the ship and crew, for the entire period of its implementation. At the request of the Contracting Authority, the Contractor shall provide a copy of the third-party liability policy with proof of payment.
			8. The Contractor undertakes to carry out the cruise by the ship's crew with the appropriate qualifications, authorizations and experience, giving the guarantee of the implementation of the subject of the contract at the level required by the Contracting Authority.
			9. The Contractor shall pay all expenses arising from the cruise related to the operation of the ship and maintenance of the crew, as well as all necessary fees related to the cruise.
			10. The Contractor shall carry out the necessary training of scientific staff in the subject of health and safety on board the ship during the cruise.
			11. The Contractor shall consult the detailed conditions of the subject of the contract with the representative of the Contracting Authority.
			12. The Contracting Authority shall provide transportation of scientific staff and scientific equipment (ROVs) to the port of embarkation on the ship and from the port of disembarkation to the registered office of the Contracting Authority. The Contracting Authority will insure its employees as well as the equipment for the duration of the scientific cruise.
			13. The Contracting Authority may at any time request from the Contractor information or explanations regarding the executed subject of the contract.
			14. The representative of the Contracting Authority authorized to contact on the implementation of the contract is: ...................................tel... ........e-mail....................
			15. The Contractor's representative authorized to contact on the implementation of the contract is: ...................................tel... ........e-mail....................
			16. The change of the persons referred to above shall be made by notifying the other Party electronically and shall not require an annex to the contract.

**§ 4**

* + - 1. According to the submitted bid, the Contractor’s remuneration for the performance of the Contract (basic contract**)** amounts to total (gross) of.................................. PLN/USD/EURO (say:.....................................), including VAT ………………………. PLN/USD/EURO, net value:....................................................... PLN/USD/EURO (say: ……………....................).
			2. Gross price of one (1) cruise day: .................................. PLN/USD/EURO (say:......................................), including VAT ………………………. PLN/USD/EURO, net value of one (1) cruise day:....................................................... PLN/USD/EURO (say: ……………....................)
			3. 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 (including 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.
			4. The amount referred to in section 1 includes all costs related to the performance of the Contract, including but not limited to thecost of the service of chartering a seagoing ship ready to sail with crew, including the costs of operating the ship, in particular fuel, fees, permits, insurance of the ship and crew, the costs of wages of the crew, the costs of transport of scientific personnel and scientific equipment, the costs of meals of scientific staff during the cruise.
			5. The Parties agree that in the event that the whole subject of the contract is not performed, the contractual remuneration will be proportionally reduced, and the Contracting Authority will make payment only for the services (cruise days) performed.
			6. If the Contracting Authority exercises the right of option, the Contractor’s remuneration for the subject of the contract covered by the right of option shall be determined in accordance with the submitted bid.
			7. The Parties agreed that the payment for the delivered service 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.
			8. 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.
			9. The day of debiting of the Contracting Authority’s account will be considered as the date of payment.
			10. The Contractor is entitled to statutory interest for the delay in payment.
			11. The advance payment, no higher than 20% of remuneration referred to in paragraph 1, can be made on Contractor’s request. The advance payment will be made based on advance invoice. The advance payment will be transferred from the account of the Contracting Authority to the Contractor's account specified on the advance invoice within 14 days from the date of receipt of the advance invoice properly issued by the Contractor.
			12. The account number specified by the Contractor on the invoice and/or advance invoice shall be consistent with the account number stated in the polish list of VAT taxpayers (Wykaz podatników VAT, hereafter refered 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)*
			13. The Contracting Authority is entitled to verify whether the account number specified on the invoice/advance 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)*
			14. The Contracting Authority has a right to demand change of the account number specified on the invoice / advance 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 / advance invoice to the number registered on white list of VAT taxpayers. *(does not apply to foreign entities)*
			15. 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**

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

1. 20% of the net value of the remuneration for the withdrawal by the Contractor as is defined in § 4 section 1 of this Contract from the Contract for reasons not attributable to the Contracting Authority;
2. 20% of the net value of remuneration as is defined in § 4 section 1 of this Contract for the withdrawal by the Contractor from the Contract for reasons attributable to the Contractor.

The maximal amount of penalties is 20 % of the net value of the Contract set in § 4 section 1 of the Contract.

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.

The Contracting Authority reserves the right to claim compensation in excess of the above penalties under the general rules of the Polish Civil Code.

The Contracting Authority shall be entitled to deduct stipulated penalties from the remuneration payable to the Contractor, to which the Contractor agrees by signing this contract.

**§ 6**

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 in whole or partially from the Contract within 14 days from the date of the Contractor's notification of the impossibility of carrying out the scientific cruise due to the reasons attributable to the Contractor.

**§ 7**

1. Any changes or additions to this Contract shall be in writing under pain of nullity.
2. 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:
3. 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 in the area of science, 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 in the area of science, nor will it increase the Contractor's remuneration;
4. 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;
5. 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;
6. 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;
7. 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;
8. changes to the Contract are necessary due to the changes in the relevant legislation – in scope related to those changes;
9. change of remuneration – in case of changes in value added tax (VAT) during the performance of the Contract, including statutory change in tax rate or occurring a possibility to apply more favourable tax rate;
10. change in names or addresses of Parties to this Contract, changes related to transformation of the Party – in scope related to those changes.
11. The changes described in section 1 above can be made on the condition of proper prove of the circumstances set above by the Party interested in making changes.
12. In case of changes resulting in change of remuneration, the Contractor shall demonstrate impact that the circumstances had on [amount of remuneration](https://context.reverso.net/t%C5%82umaczenie/angielski-polski/amount%2Bof%2Bremuneration).
13. In case of change described in section 2 point 7 above, the net value shall remain the same, the gross price shall be determined in accordance to new provisions.

**§ 8**

1. Each Party declares that it shall not disclose any relevant information concerning the other Party, obtained in connection with the performance of the Contract, to any third party, nor shall it use such information other than for the proper performance of this Contract.
2. 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.
3. 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.
4. The Contractor may not assign claims arising from this Contract to a third party without the written consent of the Contracting Authority.
5. 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)*.
6. 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.
7. Regulations of the Polish Civil Code shall apply to any issues not governed herein.
8. 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 Parties with a qualified electronic signature. *(delete as appropriate)*
9. 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:**
Appendix No. 1 – the Bid form ……(date)

1. Delete as appropriate [↑](#footnote-ref-1)
2. Delete as appropriate [↑](#footnote-ref-2)
3. Delete as appropriate [↑](#footnote-ref-3)
4. Fill up if the correspondence address is different than the Contractor’s register office [↑](#footnote-ref-4)
5. 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-5)
6. 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-6)