

CONTRACT NOTICE IN THE AREA OF SCIENCE

for

ship charter service for the purpose of carrying out a scientific cruise in the territorial waters of Estonia (Gulf of Finland)

Name and address of the Contracting Authority

The Institute of Oceanology of the Polish Academy of Sciences
(Instytut Oceanologii Polskiej Akademii Nauk)
ul. Powstańców Warszawy 55
81-712 Sopot, Poland
Fax (48 58) 551 21 30
Email: office@iopan.pl

I. The legal basis

The Contract is awarded under 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).

II. Description of the subject of the contract

1. The subject of the procedure 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 Contracting Authority – the Institute of Oceanology of the Polish Academy of Sciences, ul. Powstańców Warszawy 55, 81-712 Sopot, Poland.
2. CPV code: 63726400 - 8 - Ship chartering services.
3. 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 a port in Estonia.
4. 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.
5. 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.
6. The maximum number of scientists taking part in the cruise is 10. The ship should have at least 10 places on board for the disposal of the Contracting Authority's scientific staff during the cruise.
7. 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.
8. 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.
9. The Contractor is obliged to offer the ship charter service (in particular a seaworthy ship with crew) in a way that will ensure the implementation of the scientific cruise using the indicated scientific equipment.
10. The Contracting Authority reserves the right to exercise the right of option to extend the duration of the cruise by 1 cruise day (24 hour 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 order 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.

III. Place and date of implementation of the contract

1. Timeframe of the execution of the contract: **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.

IV. Conditions for participation in the procedure

1. The Contractors who would like to participate in the contract award procedure must comply with the requirements set out below:
 - 1) ability to perform business transactions - *The Contracting Authority does not specify this condition;*
 - 2) authorisations required to carry out specific economic or professional activity, if required under separate regulations - *The Contracting Authority does not specify this condition;*
 - 3) economic or financial standing - *Ensuring the execution of the contract;*
 - 4) technical and professional capability:

a) 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),

(b) 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.

Notice!

If the payment for the service was made in currency other than PLN, to determinate value of the service, the Contractor should convert it into PLN at an average FX rate of the currency announced by the National Bank of Poland as of the date of publication of this Notice (20 June 2023).

2. To confirm compliance with conditions specified in point 1 the Contractor should submit Statement of compliance with the conditions for participation in the procedure – according to the specimen form being **Appendix no. 2** to the Notice.
3. Assessment of compliance with conditions specified in point 1 will take place in accordance with the method: meets conditions/ doesn't meet conditions.

4. In case of not meeting conditions of participation in the procedure the Contractor's offer will be rejected.

V. Terms and procedure of payment, essential terms and requirements of the Contract:

1. The contract is funded from project 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. 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.
3. Payment will be transferred from the account of the Contracting Authority to the Contractor's account specified on the invoice within 21 days counted from the date of acceptance of the service without reservations and after receipt of the invoice properly issued by the Contractor.
4. 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
5. The advance payment, no higher than 20% of remuneration (basic contract), 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 within 14 days from the date of receipt of the advance invoice properly issued by the Contractor.
6. The payment for the performance of the Contract amounts shall be made in accordance to Contractor's bid, in one of the following currencies: PLN, USD or EURO.
7. All essential terms and requirements can be found in the draft of the Contract (Appendix no 3 to the Notice).
8. The Contracting Authority shall conclude the Contract according to the presented draft with the Contractor whose offer shall be considered the most favourable, taking into account the contract draft contained in Annex 3 to the Contract Notice in area of science.

VI. Criteria of evaluation

1. The selection of the most favourable quotation will be made in accordance with following criterion:
A bid price (Gross price) – weight 100%
2. Points in the "price" criterion shall be calculated according to the following formula:

$$\text{number of points} = \frac{\text{the lowest bid price}}{\text{the examined Bid price}} \times 100 \text{ points}$$

3. The bid price is the gross price for the performance of the entire subject of the Contract.
4. The Contractor shall indicate the bid price in the Bid Form (attached as Appendix 1 to the Notice). The Contractor should also indicate in the Bid Form the price of one (1) cruise day.
5. The bid price (net value) quoted in the bid shall include all costs connected with the implementation of the contract, including in particular: 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 personnel during the cruise .
6. 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 Contractors knowledge, the Contracting Authority will be obligated to pay.

7. 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 costs of the value added tax (VAT) shall be billed 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). In such a case, the Contractor shall indicate only the net value of the Contract. In order to evaluate such a bid offer, the Contracting Authority shall increase the bid price by adding the tax on goods and services (VAT)..
8. Shall the Contractor offer a discount, the discount should be included in the bid price.
9. The Contractor can offer only one price for the performance of the contract. Price variants are not allowed.
10. The Contracting Authority allows the bids to be submitted in the following currencies: PLN, USD or EURO.
11. The maximum number of points that the Contractor may obtain in this procedure: 100 points.
12. Calculations of the points will be made with the accuracy to two decimal places.
13. The bid with the highest number of points will be considered the most favourable bid submitted in the procedure. The result will be treated as the point value of the bid.
14. The Contracting Authority shall select the most favourable bid on the basis of the bid evaluation criteria specified in the Contract Notice. The most favourable bid is the one that presents the best value for money.

VII. Place, date and form of submission of bids and information regarding the procedure

1. **The Bid signed by a person authorized to act in the Contractor's name should be submitted** no later than on **28 June 2023, 10:00 am** (Central European Time - CET) by email – **azariczna@iopan.pl**
 - entitled „*The Bid for the ship charter service for the purpose of carrying out a scientific cruise in the territorial waters of Estonia (Gulf of Finland) - IO/ZN/3/2023*”.
2. The Contractor's bid shall include:
 - 1) **the Bid Form** prepared in accordance with the template constituting **Appendix no 1** to the Contract Notice;
 - 2) **Statement of compliance with the conditions for participation in the procedure** - prepared in accordance with the template constituting **Appendix no 2** to the Contract Notice.
3. The Contractor shall state in the Bid Form the name of the ship, its owner/operator and the port of embarkation and disembarkation of the scientific staff and equipment.
4. The offers submitted after the deadline set in point 1 will not be taken into consideration.
5. Information, which is regarded as a business confidentiality of the Contractor, within the meaning of the provisions concerning the combating of unfair competition, should be labeled as such by the Contractor. The Contractor shall enclose factual and judicial justification. Failure to correctly label the business secret or enclose factual and judicial justification may result in disclosure of the information. The Contractor may not stipulate that the name (company name) and address of the Contractor or information regarding the price, time limit for the completion of the contract, period of guarantee and terms of payment should not be disclosed.
6. The Contracting Authority does not allow partial bids. The bid must be complete and must include all the elements and take into account all the conditions listed in Chapter II of the Notice. The bids which would not include even one element shall be rejected as the bid which failed to comply with the requirements set in the Notice.
7. The Contracting Authority may, when it's necessary, modify, before the deadline for submitting bids, the content of the Contract notice. Any modification to the notice shall be promptly placed on the Contracting Authority's website, thus becoming automatically an integral part of the Contract Notice. Any and all modifications introduced by the Contracting Authority shall be binding for the Contractor.
8. **The Contracting Authority shall authorise Ms. Aleksandra Zariczna– azariczna@iopan.pl to contact the Contractors directly** and, in the event of her absence, Ms. Malgorzata Masnicka - mmasnicka@iopan.pl.
9. The bid validity period is 30 days, which begins with the deadline for submission of bids.
10. The Contractor shall bear all costs associated with the preparation of the bid.

11. The Contractor may submit only one bid (either alone or jointly with another Contractor). If the Contractor submits or participates in more than one bid, all bids with the participation of the Contractor shall be rejected.
12. A bid shall be prepared in Polish and/or English. The Contracting Authority allows the communication and submitting a bid in Polish and/or English.
13. All documents and declarations/statements prepared in foreign languages (other than documents and declarations/statements prepared in English) shall be submitted with a translation into Polish and/or English certified by the Contractor.
14. The content of the bid shall correspond to the content of the Notice. The Contracting Authority will reject offer not corresponding to the content of the Notice, subject to section 23 below.
15. The Contractor shall submit a bid in accordance with the requirements set forth in the Notice. No proposals of alternative (variant) solutions shall be taken into account. The Contracting Authority shall not allow any variant bids.
16. Contractors may apply for an award jointly. In this event such Contractors shall be jointly and severally liable for the performance of this Contract.
17. In the event of a joint application for an award, the Contractors shall authorise an attorney to represent them in the procurement proceedings or to represent them in the proceedings and the conclusion of a public procurement contract.
18. The bid shall indicate the part of the Contract which the Contractor intends to subcontract and provide company name of the subcontractor (if are known). Entrusting part of a contract to subcontractors shall not release the Contractor from liability for due performance of the Contract.
19. The Contractor may introduce changes or withdraw a submitted bid before a deadline for submitting bids. A notice of making changes or withdrawing a bid shall be signed by the Contractor or his authorised representative. No bid may be changed after the deadline for submitting bids.
20. In the event of bid submitted in a currency other than PLN (i.e. in EURO, USD), as well as if it is necessary to compare bids submitted in different currencies, the Contracting Authority shall convert a bid price into PLN at an average FX rate of the currency announced by the National Bank of Poland as of the date of opening a bid (**28 June 2023**).
21. If it is impossible to select the best offer as bids with the same price have been submitted, the Contracting Authority shall call upon the Contractors who have submitted such bids to submit additional bids with revised price within the time limit specified by the Contracting Authority. Contractors submitting additional bids shall not offer higher prices than offered in the bids submitted previously.
22. If any doubts arise as to the content of a bid or deficiencies in the bid the Contracting Authority reserves the right to ask questions about the content of the bid or require any missing information or document/statement to be supplemented. No negotiations concerning a submitted bid between the Contracting Authority and the Contractor shall be allowed.
23. The Contracting Authority may correct in the text of the bid:
 - a) obvious misprints,
 - b) obvious computational errors considering the calculation consequences of the conducted modifications,
 - c) other errors which result in inconsistency with the Contract Notice but do not cause essential modifications of the bid.The Contracting Authority shall forthwith inform the Contractor whose bid has been corrected. The Contracting Authority will reject offer if the Contractor, in set date, rejects correction in text of the bid specify in letter c) above. Failure to reply within the set date shall be deemed consent to the correction of the error.
24. The Contracting Authority will exclude from the procedure the Contractor in case of circumstances 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 from 2023, Item 129). The Contracting Authority will reject offer submitted by excluded Contractor.
25. The Contracting Authority will reject a bid if:
 - a) it has been submitted after the deadline for submission of bids;
 - b) it has been submitted by a Contractor who is subject to exclusion from the procedure or who does not meet the conditions for participation in the procedure,
 - c) is inconsistent with generally applicable law;
 - d) is invalid under separate regulations;
 - e) its content is inconsistent with the contents of the Notice, subject to paragraph 23;

- f) it has not been prepared or submitted in a manner consistent with Chapter VII, paragraph 1 of the Notice;
 - g) it has been submitted under conditions of an act of unfair competition within the meaning of the Act on Combating Unfair Competition of April 16, 1993;
 - h) it contains an abnormally low price in relation to the subject matter of the contract;
 - i) it contains errors in price calculation;
 - j) the Contractor, within the prescribed period, challenged the correction of the mistake referred to in Chapter VII, paragraph 23(c) of the Notice.
26. The Contracting Authority shall notify Contractors who have submitted their bids of selecting the most favourable bid within these proceedings. The Contracting Authority shall also place the Information about the results of this procedure on its website.
27. The Contracting Authority reserves the option to cancel the proceedings without selecting a quotation if:
- a) no bid has been submitted in the proceedings or all submitted bids were rejected,
 - b) a price of the most favourable bid is above the amount which the Contracting Authority intends to allocate to finance the Contract, unless the Contracting Authority may increase this amount to the price of the most favourable bid,
 - c) in the instance mentioned in chapter VII section 21 above, additional bids have been submitted with the same price,
 - d) a major change of circumstances has occurred which makes the proceedings or the Contract against the public interest, which could not have been forecast before, or
 - e) proceedings were faulty to the extent that prevents the conclusion of the Contract.
28. The Contracting Authority shall notify the Contractors who have submitted their bids of cancelling the proceedings with the justification thereof.
29. The Contracting Authority shall sign the Contract with the Contractor, whose bid was selected as the best offer, according to the contract template set out in **Appendix no 3** to the Notice.
30. If a bid selected in the proceedings is submitted by two or more Contractors applying jointly in the public procurement proceedings, the Contracting Authority may require an agreement that governs the collaboration between such entities before executing the Contract in the public procurement proceedings. A term of the agreement between the Contractors shall not be shorter than the term set forth for the performance of the Contract.
31. If the Contractor whose bid has been selected as the most favourable withdraws from the conclusion of the contract (or evades its conclusion), the Contracting Authority may conclude a contract with the next Contractor who obtained the next highest number of points in the procedure (without repeated examination and assessment of bids) .
32. Before signing the Contract the Contracting Authority may asked the Contractor to submit the copy of the document accordingly to which the person signing the Contract is authorized to act in the Contractor's name, unless such authorization results from the documents submitted with the bid.
33. The Contracting Authority will promptly place on its BIP site information regarding the contract awarding procedure giving the name of the entity with whom the Contracting Authority has signed the contract or information about not awarding the contract.

VIII. Personal Data Processing Provisions

1. The Contracting Authority - the Institute of Oceanology of the Polish Academy of Sciences - announces, that within the scope in which it collects personal data, due to conducting this public procurement proceedings, awarded under art. 11(5)(1) of the Act of 11 September 2019 Public Procurement Law, including due to the execution of the public procurement contract, it is a personal data controller for the purpose of the provisions 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, hereinafter referred to as the "Regulation").
2. Contact details of the personal data controller: registered office at Powstańców Warszawy 55 str., 81-712 Sopot, Poland, (+48 58) 73 11 600, fax: (+48 58) 551 21 30; e-mail: office@iopan.pl,
3. For matters relating to data processing, please contact the Data Protection Officer, e-mail: iodo@iopan.pl.
4. The Contracting Authority shall collect and process personal data within the framework of this public procurement proceeding for the following purposes:
 - 1) in order to conduct the public procurement proceedings - Article 6(1)(c) of the Regulation,

- 2) for the purpose of performing a public procurement contract - pursuant to Article 6(1)(b) of the Regulation,
- 3) for the purpose of fulfilling legal obligations incumbent on the controller - pursuant to Article 6(1)(c) of the Regulation,
- 4) for the purpose of pursuing or defending against claims - pursuant to Article 6(1)(f) of the Regulation (legitimate interests pursued by the controller).
5. Recipients of personal data shall only be the persons and entities entitled, to whom the documentation of proceedings will be made available, including tax administration authorities, public administration authorities, financing entities, controlling authorities or entities, third parties.
6. Personal data will be processed on behalf of the data controller by authorized employees with written authorization to process the personal data.
7. Personal data shall be stored by the data controller for the period of 4 years from the date of completing the proceedings, unless the fulfilment of the objectives referred to in point 4 requires a longer period of storing.
8. The obligation to provide personal data is necessary for the conducting the proceedings and concluding or executing the contract. The failure to give personal data may prevent the conducting the procedure and concluding or executing the contract in this proceedings.
9. The person whose data are processed shall have the following rights:
 - 1) to gain access to one's personal data, pursuant to Article 15 of the Regulation,
 - 2) to rectify and to complete personal data, pursuant to Article 16 of the Regulation,
 - 3) to demand that the processing of personal data be restricted, pursuant to Article 18 of the Regulation, subject to the cases referred to in Article 18(2) of the Regulation,
 - 4) to lodge a complaint to the President of the Office for the Protection of Personal Data if the person finds the processing of one's personal data by the controller to violate the Regulation.
10. If the performance by the Contracting Authority the obligation to provide the data pursuant to Article 15 (1) to (3) of the Regulation would involve a disproportionate effort, the Contracting Authority may demand from the person whose data are processed to provide an additional information to specify the request, in particular the name or date of the ongoing or completed public procurement proceedings.
11. The performance by the person whose data are processed the right to rectify or complete its personal data pursuant to Article 16 of the Regulation shall not result in a change of the outcome of the public procurement procedure, or the provisions of the contract within the scope in which it is inconsistent with the provisions of law, and shall not violate the integrity of proceedings documentation, in particular the offer.
12. The fact that person whose data are processed performance the right to restrict the processing of personal data, pursuant to Article 18 of the Regulation, does not limit the processing of personal data until the end of the public procurement proceedings.
13. From the date of the end of the procurement proceedings, if submitting a request for restriction of personal data processing, pursuant to Article 18(1) of the Regulation, causes limitation of processing of personal data contained in the proceedings documentation, the controller shall not make such data available, unless there are exemptions as referred in Article 18(2) of the Regulation.
14. The person whose data are processed shall have not the following rights:
 - 1) to obtain from the controller the erasure of personal data - pursuant to Article 17 of the Regulation,
 - 2) to transfer personal data - pursuant to Article 20 of the Regulation,
 - 3) to object to processing personal data - pursuant to Article 21 of the Regulation.
15. With respect to personal data processed in this proceedings, including personal data processed for the purpose of executing a public procurement proceedings, decisions shall not be taken in automated manner, pursuant to Article 22 of the Regulation.
16. The Contracting Authority shall process personal data collected during the public procurement proceedings in a manner that guarantees protection against unauthorized dissemination.
17. Personal data collected and processed during the public procurement proceedings shall be disclosed, except for special categories of personal data, referred to in Article 9 of the Regulation. The limitations of the access to information referred to in Article 18, paragraphs 3-6 of the Public Procurement Law shall apply to such data accordingly.

IX. Appendices:

1. Bid form,
2. Statement on meeting the conditions for participation in the procedure,
3. Contract template.

NOTICE: The English version of the Contract Notice is only for informational use. In case of discrepancy between the Polish and the English version of the Contract Notice, the Polish version shall prevail.

Appendix No. 1

.....
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 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 behalf¹
- 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)

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

Gross price PLN/ USD / EURO²
(say:.....),

including VAT PLN/ USD / EURO²,

Net value PLN/ USD / EURO²
(say.....).

Net value for one (1) cruise day (24 hour day)
PLN/ USD / EURO²
(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 Contractors 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).

3. **Gross price for one (1) cruise day (24 hour day)** PLN/ USD / EURO³
(say:.....),

¹ Delete as appropriate
² Delete as appropriate

including VAT PLN/ USD / EURO³,

Net value for one (1) cruise day (24 hour day)..... PLN/ USD / EURO³
(say.....).

4. 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).....

5. 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.

6. We declare that the quoted price includes all the costs that will be incurred by the Contracting Authority if this bid offer is selected.

7. We confirm that we do not participate in any other bid concerning the same proceedings.

8. 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.

9. 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.

10. 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).

11. 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.

12. 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.

13. 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)

14. Contractor's contact info:

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

Name and surname of the authorized contact person:

Address for correspondence⁴:

³ Delete as appropriate

⁴ Fill up if the correspondence address is different than the Contractor's register office

15. We declare that we have fulfilled the information obligations provided for in art. 13 or art. 14 GDPR⁵ 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

.....
signature of the Contractor or an authorized person

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).

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).

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 - *ensuring the execution of the contract;*
- 4) has technical and professional capability:
 - a) *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),*
 - b) *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

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

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).
2. 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 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.
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 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)*
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

1. 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.
2. The maximal amount of penalties is 20 % of the net value of the Contract set in § 4 section 1 of the Contract.
3. 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.
4. The Contracting Authority reserves the right to claim compensation in excess of the above penalties under the general rules of the Polish Civil Code.
5. 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 circumstances:
 - 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 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;
 - 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;
 - 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 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.
3. 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.
4. In case of changes resulting in change of remuneration, the Contractor shall demonstrate impact that the circumstances had on amount of remuneration.
5. 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)