



**QUOTATION REQUEST NOTICE**

for

**the delivery of two Acoustic Release Transponder**

*proceedings of a net value not exceeding the equivalent of 30 000 euro*

**Name and address of the Contracting Authority**

The Institute of Oceanology of the Polish Academy of Science  
ul. Powstancow Warszawy 55  
81-712 Sopot, Poland  
Fax (48 58) 551 21 30  
Email: office@iopan.gda.pl

**I. The legal basis**

The proceedings is conducted as a Quotation Request Notice. The contract with net value not exceeding the equivalent of 30 000 euro is awarded under art. 4 section 8 of the Act of 29 January 2004 Public Procurement Law (the consolidated text in the Journal of Laws from 2019, item 1843, as amended).

**II. Description of the subject of the contract**

1. The subject of the procedure is the delivery of two acoustic release transponder for the Institute of Oceanology of the Polish Academy of Science ( procedure no. IO/ZO/4/2020).
2. CPV code: 38400000-9 - instruments for checking physical characteristics.
3. Description of requirements and technical specification:
  - 1) The acoustic releases must be compatible with owned by the Contracting Authority control unit - ORE offshore 8011M Acoustic Transceiver Deck Unit;
  - 2) The acoustic releases must be equipped with an acoustic transponder for bi-directional communication with the control unit (sending status and ringing);
  - 3) The command codes: BACS commands (ORE Offshore);
  - 4) Acoustic frequencies in the range 7 - 15 kHz;
  - 5) Release load rating 250 kg;
  - 6) Lifting load rating 750 kg;
  - 7) Depth rating 3500 m;
  - 8) Battery life 1.25 years;
  - 9) Spares kit with o-rings, washers, strips e.t.c.;
  - 10) Spare 8 pcs. of release links;
  - 11) Spare 2 pcs. of alkaline battery packs.
4. The Contracting Authority hereby states that only the minimum requirements were set out in the technical specification. The Contractors may offer the devices with the same or better specification in their bids. Shall the description of the subject of contract contain any trademarks, patents or other proprietary or exclusive rights, or if the origin of the subject of contract or part thereof was determined - it must be assumed that the Contracting Authority, due to the nature of the subject of contract, provided such description with an indication of the type of the subject of contract and allows bids equivalent in terms their visual appearance, functionality, functional and performance parameters not worse than those given in the description of the subject of contract.
5. The offered equipment should have minimum 12 months warranty counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.
6. The subject of the contract must be new, free from defects or damage, not used, free of third-party rights.
7. The offered equipment must be a solution available on the market and be currently in use.
8. The Contracting Authority requires the Contractor to deliver the subject of contract to the Contracting Authority's register office within the declared bid price (net value).
9. The Contractor shall provide the Contracting Authority documentation and operating manual in Polish and/or in English.

### III. Place and date of execution of the contract

1. Deadline of the execution of the contract: no later than within **2 months** from the date of signing the Contract.
2. Place of execution of the contract: **the Contracting Authority's register office - ul. Powstancow Warszawy 55, 81-712 Sopot, Poland.**

### 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:
  - a) competences or authorisations to carry out specific professional activity, if required under separate regulations - *The Contracting Authority does not specify this condition;*
  - b) economic or financial standing – within the scope of expertise and experience – *in the form of at least two properly completed or ongoing (in case of periodical or permanent contracts) deliveries corresponding to the subject of contract, i.e. the delivery of acoustics releases, with a gross value of at least PLN 60 000 each, which took place within the last 3 years before the end of the deadline for the submission of bids or, if the period of the Contractor's activity is shorter – within that period;*
  - c) technical or professional capability – *Ensuring the execution of the contract.*

*Notice!*

*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 at an average FX rate of the currency announced by the National Bank of Poland as of the date of publication of this Notice.*

2. To confirm compliance with conditions specified in point 1 the Contractor should submit Statement of compliance with the conditions of 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 shall be excluded from the procedure and his offer shall be considered rejected.

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

1. The contract is funded from project “Procesy turbulentnego mieszania w Rynnie Słupskiej (Bałtyk Południowy)” (SufMIX, 2019/33/B/ST10/02189) funded by National Science Centre (NCN).
2. 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 Science, 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 within 21 days from the date of acceptance of the object of the agreement without reservations and after receipt of the invoice properly issued by the Contractor.
4. If a bid has been submitted whose selection would create a tax liability of the Contracting Authority according to laws on value added tax, in order to assess such a bid the Contracting Authority shall add value added tax to the offered price, which it would be obliged to account for according to such laws.
5. The cost of VAT will be settled and paid by the Contracting Authority, provided that the Contractor is an entity with its registered office outside the territory of the Republic of Poland and if it is required pursuant to the relevant tax provisions. In such a case the Contractor shall quote only the net value. 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).
6. The advance payment, no higher than 20% of remuneration, 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 within 14 days from the date of receipt of the pro forma invoice properly issued by the Contractor.
7. 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.
8. All essential terms and requirements can be found in the draft of the Contract (Appendix no 3 to the Notice).

## VI. Criteria of evaluation

1. The selection of the most favourable quotation will be made in accordance with following criteria:  
**A bid price (Gross price) – 100%**
2. The bid price (net value) quoted in the bid shall include all costs related to the performance of the Contract, including but not limited to cost of the object of the contract, cost of packaging, transport to the place of destination and insurance during delivery to the place of destination, cost of warranty.
3. 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 inform the Contracting Authority whether the selection of 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, and indicating their value without the tax amount.
4. Shall the Contractor offer a discount, the discount should be included in the bid price.
5. The Contractor can offer only one price for the performance of the contract. Price variants are not allowed.
6. The Contracting Authority allows the bids to be submitted in the following currencies: PLN, USD or EURO.

## VII. Place, date and form of submission of bids, 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 **April 29<sup>th</sup>, 2020, 09:00 am** (Polish time) by email – **mmasnicka@iopan.pl**  
  
- entitled „The Bid for the **delivery of delivery of two Acoustic Release Transponder - IO/ZO/4/2020**”.
2. The Contractor shall prepared offer accordingly to the Appendix no 1 to the Notice – **Bid form** and enclose filled Appendix no. 2 to the Notice - **Statement of compliance with the conditions of participation in the procedure** and **Technical Specifications of offered devices (catalogs, brochures, catalog cards, etc.)** confirming that the offered devices meet the requirements described in Chapter II of the Notice (Description of the subject of contract).
3. The Contracting Authority accepts submission of a bid offer and statement of compliance with the conditions of participation in the procedure in form of a scan of signed document and/or in form of an electronic document signed with a qualified electronic signature.
4. The Contractor shall state in the Bid form manufacturer, type, model and catalogue number of offered devices.
5. The offers submitted after the deadline set in point 1 will not be taken into consideration.
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 Quotation Request Notice. Any modification to the Notice shall be promptly placed on the Contracting Authority's website, thus becoming automatically an integral part of the Quotation Request Notice. Any and all modifications introduced by the Contracting Authority shall be binding for the Contractor.
8. **The Contracting Authority shall authorise Ms Malgorzata Masnicka to contact the Contractors directly – 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 or English. The Contracting Authority allows the communication in Polish 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 certified translator or by the Contractor.
14. The content of the bid shall correspond to the content of the Notice.
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. 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 EUR, 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 (April 29<sup>th</sup>, 2020).
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 within the time limit specified by the Contracting Authority. Contractors shall not offer higher prices than offered in the bids submitted previously.
22. If any doubts arise as to the content of a 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 shall 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 Quotation Request Notice but do not cause essential modifications of the bid– and shall forthwith inform the Contractor whose bid has been corrected.
24. The Contracting Authority shall notify Contractors who have submitted their bids of selecting the most favourable quotation within these proceedings. The Contracting Authority shall also place the Information about the results of this procedure on its website.
25. The Contracting Authority reserves the option to cancel the proceedings without selecting a quotation if:
  - a) no quotation has been submitted in the proceedings that is not subject to rejection,
  - 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 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 execution of the Contract.
26. The Contracting Authority shall notify the Contractors who have submitted their bids of cancelling the proceedings with the justification thereof.
27. 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.
28. If a bid selected in the proceedings is submitted by two or more Contractors applying jointly in the public procurement proceedings, the Contracting Authority shall 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.

29. If the Contractor whose bid has been selected as the most favourable one refuses to conclude a contract, the Contracting Authority may select the most favourable bid out of other bids, without their repeated examination or assessment.
30. Before signing the Contract The Contracting Authority may asked the Contractor to submit the relevant abstract from the register or other documents accordingly to which the person signing the Contract is authorized to act in the Contractor's name.

### **VIII. Personal Data Processing Provisions**

1. The Contracting Authority - the Institute of Oceanology of the Polish Academy of Science - announces, that within the scope in which it collects personal data, due to conducting this public procurement proceedings, awarded under art. 4 (8) of the Act of 29 January 2004 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 Powstancow Warszawy 55 str., 81-712 Sopot, (+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, tel. +48 (58) 73 11 942, e-mail: iodo@iopan.pl.
4. The Contracting Authority shall collect and process personal data within the framework of this public procurement proceedings 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 8, paragraphs 3-5 of the Public Procurement Law shall apply to such data accordingly.

#### **IX. Appendices:**

1. Bid form
2. Statement of compliance with the conditions of participation in the procedure
3. Contract template

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

.....  
stamp of the Contractor

.....  
place and date

**BID FORM**

In response to the Quotation Request Notice in the procedure for **the delivery of two Acoustic Release Transponder** for the Institute of Oceanology of the Polish Academy of Science (procedure no IO/ZO/4/2020) the bid offer submits:

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

1. The bid offer is submitted:

- on our own behalf<sup>1</sup>
- as a leader of the consortium comprising<sup>1</sup> .....  
(name contractors who belong to the consortium)
- as a partner in a civil-law partnership (under Polish Civil Law), whose partners are<sup>1</sup>: .....  
(name partners in a civil-law partnership)

2. We offer the performance of the Contract for:

**Gross price** ..... PLN/ USD / EURO<sup>2</sup>  
(say:.....),

including VAT ..... PLN/ USD / EURO<sup>2</sup>,

**Net value** ..... PLN/ USD / EURO<sup>2</sup>  
(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, cost of packaging and transport to the place of destination, and insurance during delivery to the place of destination, cost of warranty.
2. 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 the net value of the Contract. 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).
3. 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 bid, add the value added tax (VAT) payable under these provisions to the tender price. The Contractor, when submitting a bid, shall inform the Contracting Authority whether the selection of 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, and indicating their value without the tax amount.

3. We offer the delivery of following two acoustic release transponder:

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

**NOTE:**

The Contractor should also submit Technical Specifications of offered devices (catalogs, brochures, catalog cards, etc.) confirming that the offered devices meet the requirements described in Chapter II of the Notice.

<sup>1</sup> Delete as appropriate  
<sup>2</sup> Delete as appropriate

4. **Warranty** for the object of the procedure is ..... months (*no less than 12 months*), counted from the date of final acceptance of the object of the Contract without reservations.
5. We offer the delivery of the object of the contract no later than **within 2 months** from the date of signing the Contract, to the Contracting Authority's register office, **ul. Powstancow Warszawy 55, 81-712 Sopot, Poland**.
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 bids concerning the same proceedings.
8. We declare that we have become acquainted with the content of the Quotation Request Notice in the area of science and we make no reservations thereto.
9. We declare that the Contractor fulfills all the conditions set forth in the Quotation Request Notice in the area of science and the offered object of the Contract will fulfill requirements laid down by the Contracting Authority.
10. 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.
11. We accept the conditions of the Contract, as set out in the template attached as Appendix No. 3 to the Quotation Request 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.
12. **We do not intend / We intend**<sup>3</sup> to commission a subcontractor(s)<sup>4</sup> ..... to perform the following part of the Contract: .....
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. Internet : http:// ....., e-mail .....@.....,  
Phone:....., Fax:.....
15. Name and surname of the authorized contact person: .....
16. **We declare that we have fulfilled the information obligations provided for in art. 13 or art. 14 GDPR<sup>5</sup> 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 Science) and we acquainted them with Information Clause provided in Chapter VIII of the Quotation Request Notice.<sup>6</sup>**

.....  
*signature and stamp of the Contractor or an authorized person*<sup>7</sup>

<sup>3</sup> Delete as appropriate

<sup>4</sup> Indicate the name of the subcontractor

<sup>5</sup> 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).

<sup>6</sup> 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).

<sup>7</sup> In case of submitting the Bid form In form of electronic document, the Contractor shall sign it with a qualified electronic signature



**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 **the delivery of two Acoustic Release Transponder** for the Institute of Oceanology of the Polish Academy of Science (procedure no IO/ZO/4/2020), I hereby declare that the Contractor I represent meets the conditions of participation in the procedure, concerning:

1. has competences or authorisations to carry out specific professional activity, if required under separate regulations - *The Contracting Authority does not specify this condition;*
  
2. has economic or financial standing – within the scope of expertise and experience: *in the form of at least two properly completed or ongoing (in case of periodical or permanent contracts) deliveries corresponding to the subject of contract, i.e. the delivery of acoustics releases, with a gross value of at least PLN 60 000 each, which took place within the last 3 years before the end of the deadline for the submission of bids or, if the period of the Contractor’s activity is shorter – within that period;*
  
3. has technical or professional capability – *Ensuring the execution of the contract.*

.....  
*signature and stamp of the Contractor or an authorized person<sup>8</sup>*

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<sup>8</sup> In case of submitting the Statement of compliance with the conditions of participation in the procedure in form of electronic document, the Contractor shall sign it with a qualified electronic signature

**CONTRACT No. .... – TEMPLATE**

concluded on ..... in Sopot, Poland

between:

**the Institute of Oceanology of the Polish Academy of Sciences (Instytut Oceanologii Polskiej Akademii Nauk) in Sopot, ul. Powstancow 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.....,  
 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 Quotation Request Notice procedure No. IO/ZO/4/2020 with net value not exceeding the equivalent of 30 000 euro, referred to in article 4 section 8 of the Act of 29 January 2004 Public Procurement Law (the consolidated text in the Journal of Laws from 2019, item 1843, as amended).
2. The contract is funded from project “Procesy turbulentnego mieszania w Rynnie Słupskiej (Bałtyk Południowy)” (SufMIX, 2019/33/B/ST10/02189) funded by National Science Centre (NCN).

**§ 2**

1. The subject of the Contract is the **delivery of two acoustic release transponder** for the Institute of Oceanology of the Polish Academy of Science in accordance with the submitted bid of ..... (date) and the Quotation Request Notice dated ..... with appendices (hereinafter referred to as ‘the Notice’), being an integral part hereof.
2. The delivered equipment must meet in particular following technical specification:
  - 1) The acoustic releases must be compatible with owned by the Contracting Authority control unit - ORE offshore 8011M Acoustic Transceiver Deck Unit;
  - 2) The acoustic releases must be equipped with an acoustic transponder for bi-directional communication with the control unit (sending status and ringing);
  - 3) The command codes: BACS commands (ORE Offshore);
  - 4) Acoustic frequencies in the range 7 - 15 kHz;
  - 5) Release load rating 250 kg;
  - 6) Lifting load rating 750 kg;
  - 7) Depth rating 3500 m;
  - 8) Battery life 1.25 years;
  - 9) Spares kit with o-rings, washers, strips e.t.c.;
  - 10) Spare 8 pcs. of release links;
  - 11) Spare 2 pcs. of alkaline battery packs.
3. The Contractor shall provide a brand new devices 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.
4. Under the Contract the Contractor shall deliver the subject of contract to the Contracting Authority’s register office within the declared bid price (net value) referred to in § 4 section 1.
5. The Contractor shall provide the Contracting Authority with:
  - a) complete documentation of the devices (including at least one copy of the operating manual) in Polish and/or in English,
  - b) all licenses for software delivered within execution of the Contract, if required for usage,
  - c) warranty or other documents, if required for the exercise of rights by the Contracting Authority.
6. 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.

7. 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

1. The object of the Contract referred to in § 2 will be delivered not later than within **2 months** from the date of signing the Contract.
2. The place of delivery of the object of the Contract: under the Contract the Contractor shall deliver the object of the Contract (pack and insure for delivery of the device to the place of destination) to Contracting Authority's register office: **ul. Powstancow 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..... zł/\$/€ (say: PLN/USD/EURO ..... 00/100), including VAT ..... zł/\$/€, net value:..... zł/\$/€ (say: PLN/USD/EURO ..... 00/100).
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 (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.
3. The amount referred to in paragraph 1 includes all costs related to the performance of the Contract, including but not limited to cost of the object of the contract, cost of packaging and transport to the place of destination, and insurance during delivery to the place of destination, cost of warranty.
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. 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.
6. The day of debiting of the Contracting Authority's account will be considered as the date of payment.
7. The Contractor is entitled to statutory interest for the delay in payment.
8. 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 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.
9. 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)*
10. 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)*
11. 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)*
12. The Contracting Authority can make the payment using the split payment mechanism, regulated in chapter 1a of polish Goods and Services Tax Act.

## § 5

1. Warranty period for the object of this contract is .....months from the date of acceptance of the object of the Contract without reservations.
2. 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.
3. 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.
4. 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 5 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.
5. Irregularities indicated by the Contracting Authority and referred to in the paragraphs 3 and 4 above shall be removed by the Contractor at its own expense, in the manner specified by the Contracting Authority, no later than 21 days from the date, on which the irregularities were claimed, subject to longer period for removal of defects upon agreement with the Contracting Authority.
6. 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.
7. If the irregularities cannot be removed, the Contractor shall deliver the defect-free equipment within 21 days 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 from 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:
  - a) 0.2% of the net value of the Contract for each day of default in delivery of the object of the Contract;
  - b) 0.2% of the net value of the Contract for each day of default in removal of defects found during or after the acceptance of the object hereof;
  - c) 20% of the net value of the remuneration for the withdrawal by the Contractor from the Contract for reasons not attributable to the Contracting Authority;
  - d) 20% of the net value of remuneration for the withdrawal by the Contractor from the Contract for reasons attributable to the Contractor as defined in § 8 section 2.
2. 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 Institute.

3. The Contracting Authority reserves the right to claim compensation in excess of the above penalties under the general rules of the Polish Civil Code.
4. 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 5 and 7 of the Contract and setting an additional term to remove the irregularities.

**§ 9**

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:
  - a) changes will be advantageous to the Contracting Authority in terms of Contract execution, especially they will advance date of delivery of the object of the Contract, lower the cost incurred by the Contracting Authority of execution, maintenance or usage of the object of the contract or increase its usefulness;
  - b) 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;
  - c) 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;
  - d) changes to the Contract are necessary due to the changes in the relevant legislation;
  - e) 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 delivery of the object of Contract.

**§ 10**

1. The Contractor may not assign claims arising from this Contract to a third party without the written consent of the Contracting Authority.
2. 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*).
3. 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.
4. Regulations of the Polish Civil Code shall apply to any issues not governed herein.
5. This Contract has been made in three copies, including 2 copies for the Contracting Authority and one copy for the Contractor.
6. 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)