

## **TERMS OF REFERENCE**

on the public procurement procedure conducted pursuant to the provisions of the Act of 29 January 2004, the Public Procurement Law (consolidated text Journal of Laws of 2010 No. 113, item. 759, as amended), hereinafter referred to as "PPA"

Supply of magnetometers to the Maritime Military Technology Centre of Gdańsk  
University of Technology

open tender  
contract of less than EUR 200 000

DIRECTOR

Eng. Andrzej Ogonowski

June 2013

# I. THE CONTRACTING AUTHORITY

Gdańsk University of Technology  
ul. G. Narutowicza 11/12  
80-233 Gdańsk

The procedure is carried out by:  
Maritime Military Technology Centre  
fax. +48 58 347-27-90  
E-mail: pawel.zariczny @ pg.gda.pl  
Website: www.dzp.pg.gda.pl  
Office hours: 8:00 - 15:00

# II. DESCRIPTION OF THE OBJECT OF THE CONTRACT

## 2.1 General information on the object of the contract:

- a) The contract is for the supply of 18 pcs. magnetometers for the Maritime Military Technology Centre of Gdańsk University of Technology in accordance with the detailed description.
- b) The Contracting Authority requires that the offered magnetometers were brand new and free from any defects and damage, without the prior operation and were not subject to the rights of third parties.
- c) The Contracting Authority requires that:  
- the object of the contract must be covered by a guarantee for a period of at least 24 months  
**Important! Contractor's guarantee cannot limit the manufacturer's guarantee.**
- d) The Contractor shall deliver the object of the contract using their own transport, at their own expense and at their own risk, to the place indicated by the Contracting Authority.
- e) The magnetometers offered to the Contracting Authority must comply with all the standards that such goods are required to meet according to the Polish law, and have the appropriate permits authorizing the marketing on Polish territory.
- f) The Contractor is required to indicate in the tender, the parts of the contract (scope), which they intend to offer to subcontractors.
- g) The Contracting Authority shall not accept variant tenders.
- h) The Contracting Authority does not provide for the award of supplementary contracts referred to in Art. 67(1)(7) PPA.

## 2.2 Classification Codes Common Procurement Vocabulary (CPV 2008):

35125100-7	Sensors
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## 2.3 Detailed description of the object of the contract

Specific parameters and other requirements of the Contracting Authority are specified in the table below:

three sensors with freely adjustable axes with separate cables connected to the electronic part of the magnetometer;

bandwidth 0Hz to 3kHz,

sensitivity does not worse than  $0.01 \text{ nT rms} / \text{Hz}^{0.5}$  for 1Hz;

scaling error does not worse than  $\pm 0.5\%$ ;

linearity error sensitivity does not worse than  $0.0015\%$ ;

measuring range  $\pm 70 \mu\text{T}$ ;

offset error does not greater than  $\pm 5 \text{ nT}$ ;

input voltage from  $\pm 12 \text{ V}$  to  $\pm 17 \text{ V}$ ;

offset temperature coefficient does not worse than  $\pm 0.1 \text{ nT} / ^\circ\text{C}$ ;

scaling temperature coefficient does not worse than +15ppm/°C;

analogue output  $\pm 10V$ ;

single sensor axis to body does not greater than 3.5°;

supply current does not greater than +30mA, -10mA;

output impedance does not greater than 10Ω;

continuous operating temperature range does not worse than -40°C +70°C;

environmental protection at least IP51;

dimensions of single sensor don't greater than 8mm x 30mm;

dimensions of electronic don't greater than 25mm x 115mm;

sensor-electronics cable does not less than 75cm;

weight does not greater than 80g;

2.4 In order to confirm that the offered supplies meet the requirements specified by the Contracting Authority, the Contractor shall submit:

- a) DESCRIPTION - the technical documentation regarding the products offered. The technical documentation shall mean the technical specifications provided by the manufacturers and the distributors or their descriptions and information produced by the Contractor stating the manufacturer, model, type. Technical specifications must confirm all of the required minimum parameters specified in the description of the object of the contract of the Terms of Reference.

2.5 Requirements for the Contractor:

- a) The Contractor will be responsible for the process and the timely performance of the contract during the execution of the contract, as well as during the period covered by the guarantee.
- b) The Contractor is responsible for the quality, compliance with the technical and quality standards set for the object of the contract before the expiry of the Contractor's obligations to the Contracting Authority.
- c) The contract shall be performed with due diligence.
- d) The provisions and decisions of the contract will be agreed only by the appointed representatives of the Contracting Authority and the Contractor.

2.6 Specific provisions for the fulfillment of the obligations relating to the claims and guarantees are included in the model contract, which is an integral part of the Terms of Reference.

### **III. TIME LIMIT AND PLACE OF CONTRACT PERFORMANCE**

1. **The contract must be performed within 8 weeks from the contract conclusion day.**
2. Place of contract performance:

Gdańsk University of Technology  
Maritime Military Technology Centre  
ul. Sobieskiego 7  
80-216 Gdańsk  
Room no 55

### **IV. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND THE DESCRIPTION OF THE METHOD USED FOR THE EVALUATION OF THE FULFILLMENT OF THOSE CONDITIONS**

1. Pursuant to Art. 22(1) PPA eligible contractors must meet the following conditions:
  - a) they have to be authorised to perform specific activities or actions, if such authorisations are required by the law;  
*The activities carried out to perform the contract do not require special permissions.*
  - b) they must have the necessary knowledge and experience  
*The Contracting Authority does not set out a specific condition in this regard.*
  - c) they must have the technical capacity and personnel capable of performing the contract;  
*The Contracting Authority does not set out a specific condition in this regard.*
  - d) they have to be in an economic and financial situation ensuring the performance of the contract  
*The Contracting Authority does not set out a specific condition in this regard.*
2. Contractors who meet the conditions for participation in the procedure concerning the lack of grounds for exclusion from the award of a public contract in the circumstances referred to in Art. 24(1) PPA can participate in the procedure.
3. The Contractor may rely on the knowledge and experience, technical capacity, personnel capable of performing the contract or financial capacity of other entities, irrespective of the legal relationship between them. In this situation the Contractor must prove to the Contracting Authority that the Contractor will have resources necessary to perform the contract, in particular they must present written statements issued by the said entities that they will make the necessary resources available to the Contractor for the entire period in which they are used to perform the contract.
4. The fulfillment of the above conditions for participation in the procedure will be evaluated on the basis of the documents and declarations submitted by the Contractor.

## **V. DOCUMENTS AND DECLARATIONS TO BE ATTACHED TO THE TENDER**

1. In order to demonstrate the fulfillment of the requirements for participation in the procedure referred to in Section IV, point 1 of the Terms of Reference, the Contractor must submit:
  - a) a **declaration confirming** that the Contractor fulfills the conditions for participation in the procedure (Appendix 3 to the Terms of Reference);
2. In order to demonstrate that there are no grounds for exclusion from the procedure of the award of contract in the circumstances referred to in Art. 24(1) PPA the Contractor must submit:
  - a) a **declaration** confirming that there are no grounds for exclusion (Appendix 3a to the Terms of Reference);
  - b) a **valid excerpt** from a relevant register or from the central records and information about economic activity, if other regulations require an entry in a register or records in order to demonstrate that there are no grounds for exclusion pursuant to Art. 24 (1)(2) PPA, issued not earlier than six months prior to the expiry of the deadline for the submission of tenders.
3. Should the Contractor have their registered office or place of residence outside the territory of the Republic of Poland, instead of the document referred to in:
  - a) point 2 (b), they shall submit a document or documents issued in the country where they have their registered office or place of residence, confirming accordingly that no liquidation proceedings have been started or bankruptcy declared- issued not earlier than 6 months prior to the tender submission deadline,
  - b) If in the place of residence of the Contractor, or in the country in which the Contractor has its registered office or place of residence, these documents are not issued, the Contractor submits documents containing a statement made before a competent court, competent administrative authority or a body of professional or economic government in the place of residence or the country in which the Contractor has its registered office or place of residence, or before a notary public – issued not earlier than within time limits specified in point 3 (a).
4. In order to demonstrate that there are no grounds for exclusion of the Contractor from the award of the contract in the circumstances referred to in Art. 24(2)(5) PPA, the following document must be submitted if the Contractor belongs to a capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection (Journal of Laws No. 50, item 331, as amended).
  - a) a **list of entities** belonging to the capital group in accordance with Article 26(2d) PPA

### **OTHER INFORMATION ON DOCUMENTS**

1. Documents may be submitted in original or a copy certified as a true copy by the Contractor.

2. Documents written in a language other than Polish or English must be submitted together with a translation into Polish or English, certified by the Contractor.
3. The Contracting Authority does not allow submitting documents and declarations in electronic form.
4. Documents submitted with the tender will not be returned after the opening of the tenders.
5. Contractors may jointly apply for the award of the contract (Article 23 of the PPA)
6. In the case of Contractors jointly applying for the award of the contract (consortia, partnerships):
  - a) Declarations and documents listed in Sec. V, point 2 of the Terms of Reference must be submitted by each Contractor.
  - b) Conditions for participation in the procedure specified in Sec. IV, point 1 of the Terms of Reference may be collectively fulfilled by the Contractors jointly applying for the award of the contract.
  - c) Contractors jointly applying for the award of the contract must appoint a plenipotentiary to represent them in the procedure or to represent them in the procedure and conclusion of the present contract, in accordance with Art. 23(2) PPA.
  - d) The power of attorney must be attached to the tender and include, in particular, the information on: public procurement procedure it refers to, Contractors jointly applying for the award, the plenipotentiary and the scope of their powers.
  - e) The power of attorney shall be signed on behalf of all Contractors jointly applying for the award of the contract by the person authorized to make declarations listed in a relevant register or register of economic activities of the Contractor.
  - f) The power of attorney may be submitted in the original or a copy certified as a true copy by a notary public.
  - g) Should the tender of the Contractors jointly applying for the award of the contract be selected, the Contracting Authority may demand, prior to the conclusion of the contract, the agreement governing the cooperation of these Contractors.
  - h) Entities acting jointly shall be jointly and severally liable for the non-completion or improper performance of the contract.

## **VI. INFORMATION ON THE MODE OF COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND CONTRACTORS AND PROVISION OF EXPLANATIONS OF CONTENTS OF TOR AS WELL AS THE MANNER OF DELIVERY OF DECLARATIONS AND DOCUMENTS.**

1. Declarations, requests, notifications and other information may be submitted by the parties in writing and by fax and / or e-mail. In the case of communication by fax and / or e-mail, each of the parties, at the request of the other party, shall immediately acknowledge the receipt of the fax.
2. Declarations, requests, notifications, inquiries and other information should be addressed to:  
**Gdansk University of Technology**  
**Maritime Military Technology Centre**  
**ul. Sobieski 7**  
**80-216 Gdańsk**  
**room no. 55**

with a note on the envelope:

TENDER FOR THE SUPPLY OF MAGNETOMETERS

or fax: + 48 58 347 27 90 or e-mail: pawel.zariczny @ pg.gda.pl.

3. In the case of the Contractors jointly applying for the award of the contract, all correspondence will be conducted with the plenipotentiary.
4. The Contracting Authority allows electronic communication.
5. The Contractor may request the Contracting Authority to clarify the content of tender documents. The Contracting Authority is obliged to provide explanations immediately, but not later than two days prior to the expiry of the deadline for submitting tenders - provided that the request for clarification of the ToR was submitted to the Contracting Authority no later than by the end of the day which is halfway through the period set for submitting tenders.
6. The Contracting Authority shall provide Contractors who received the Terms of Reference with the content of inquiries with explanations, without disclosing the source of the inquiry and shall post the content on the website on which the specification is available.
7. In justified cases, the Contracting Authority may, prior to the expiry of the deadline for the submission of tenders, change the contents of the ToR. The Contracting Authority shall provide the change in ToR to all Contractors who have received the ToR and shall post it on the website, on which specification is available.

8. If, as a result of a change in the contents of the ToR which does not lead to a change in the contents of the contract notice, additional time is needed to make changes in the tenders, the Contracting Authority shall extend the deadline for the submission of tenders and shall notify the Contractors who have received the ToR and shall post the information on the website, on which specification is available.
9. The Contracting Authority does not intend to convene a meeting for Contractors to clarify the content of the Terms of Reference.
10. The person authorized to directly contact the Contractors shall be:  
-Paweł Zariczny-fax: +48 58 347 27 90, or email: pawel.zariczny @ pg.gda.pl from Monday to Friday, 8:00 -15:00.

## **VII. INFORMATION ON DEPOSIT**

The Contractor is not required to provide a deposit.

## **VIII. PERIOD DURING WHICH THE TENDER IS BINDING**

1. The Contractor is bound by the tender for 30 days. The period of the tender validity starts with the deadline for the submission of tenders.
2. The Contractor may extend the period of being bound by the tender on their own or at the request of the Contracting Authority, however, the Contracting Authority may request the Contractor's consent to extend the period only once, at least 3 days before the period of tender validity expires, in accordance with the provisions specified in Art. 85 PPA.

## **IX. PREPARATION OF A TENDER**

1. The tender must be prepared in accordance with the requirements specified in the Terms of Reference and the PPA. The content of the tender must comply with the Terms of Reference.
2. Each Contractor may submit only one tender.
3. The tender should include a completed form "Tender", "Price Form" and the following documents:

<b>1.</b>	<b>The power of attorney to represent</b> all Contractors jointly applying for the award of the contract (in the case of a joint application for the contract)
<b>2.</b>	<b>The power of attorney to sign the tender</b> , if the right to sign the tender does not result from other documents submitted with the tender
<b>3.</b>	<b>Declarations and documents</b> required to confirm eligibility for participation in the procedure and to confirm that there are no grounds for exclusion from the procedure mentioned in Sect. V of the ToR
<b>4.</b>	<b>Optional: a written statement</b> of entities that they will make the necessary resources available to the Contractor for the period in which they are used to perform the contract. The document must be submitted, if the Contractor relies on the knowledge and experience, technical capacity and personnel capable of performing the contract or the financial resources of other entities
<b>5.</b>	<b>A list of entities belonging to the same capital group</b> as referred to in Art. 24(2)(5) PPA, or information that the Contractor does not belong to the capital group
<b>5.</b>	<b>DESCRIPTION</b> - technical documentation on offered products.

4. The tender and other documents should be prepared in accordance with the models provided in the appendices to the ToR, as to the contents and the description of columns and rows.
5. The tender must be made in writing, or else it will be null and void, legible and written in Polish or English.
6. The Contracting Authority shall not accept submitting a tender in electronic form.
7. All the changes made to a tender shall be initialed and dated by the person signing the tender.
8. Each document that makes up the tender must be legible.
9. The tender and documents must be signed by the Contractor. The Contracting Authority requires the tender to be signed in accordance with the principles of representation indicated in the relevant register or register of economic activities. If the person signing the tender acts under a power of attorney, the power of attorney must clearly state their right to sign the tender.
10. The power of attorney must be submitted with the tender, it must be in the original or a copy

certified by a notary public or a solicitor.

11. The tender of Contractors jointly applying for the award of the contract must be signed in such a way as to legally oblige all contractors. The tender must be signed by each of the Contractors acting jointly or by an authorized representative - a plenipotentiary.

12. Contractors jointly applying for the award of the contract, while filling the form "Tender" and other documents referring to the "Contractor", shall write the details of all the Contractors, such as the name, address, not the plenipotentiary's details.

13. The documents making up the tender - other than powers of attorney - may be submitted in original or a copy certified as a true copy by a person authorized to make statements on behalf of the Contractor.

14. Each document included in the tender in a language other than Polish or English should be submitted together with a translation into English or Polish.

15. It is recommended that the pages of the tender be permanently bound and consecutively numbered.

16. The information which constitutes a Contractor's business secret, within the meaning of the regulations on counteracting unfair competition, shall not be disclosed if the Contractor makes it clear that it cannot be made available, but not later than within the deadline for the submission of tenders.

17. Information provided at the opening of tenders, i.e. information on the price, the term of the contract performance, guarantee and payment terms contained in the tender is not restricted.

18. The Contractor should include an appropriate reservation on the tender form. Otherwise, the content of the entire tender will be revealed. The Contracting Authority recommends that the information claimed as business secret was submitted by the Contractor in a separate envelope, marked "Business secret" and was stapled separately from other, non-confidential parts of the tender.

19. The tender must be submitted in two (one in the second) opaque, closed containers that prevent reading the content without damaging them. The outer packaging must be addressed to:

**Gdańsk University of Technology**  
**Maritime Military Technology Centre**  
**ul. Sobieski 7**  
**80-216 Gdańsk**  
**room no. 55**

and marked:

**Tender for the supply of magnetometers CRZP / 221 / 071/D/13**

and

**Do not open before 14.06.2013, 12.30 P.M.**

The exact address of the Contractor should be written on the inner packaging, in order to allow for sending the tender back without opening it, should the tender be submitted after the deadline.

20. Prior to the expiry of the deadline for the submission of tenders, the Contractor may change the tender or withdraw it. Both, the change and withdrawal of the tender are to be delivered to the Contracting Authority in writing, or else shall be null and void, prior to the expiry of the deadline for submitting tenders. The declaration on the change or withdrawal of the tender must be packaged and marked as the tender, the package should include an additional description: "CHANGE" or "WITHDRAWAL", respectively.

21. The Contracting Authority shall correct the text of the tender, should there be any obvious misprints, obvious calculation mistakes taking into account the calculation results of the corrections made, and other mistakes involving non-compliance with the Terms of Reference, causing no significant changes in the content of the tender – and immediately notify the Contractor whose tender has been corrected. A calculation mistake shall mean any defective result of the mathematical operation (calculation), assuming that the elements of the operation are correct.

## **X. DATE AND PLACE OF THE SUBMISSION AND OF THE OPENING OF TENDERS**

1. Tenders must be submitted at the registered office of the Contracting Authority:

**Gdansk University of Technology**  
**Maritime Military Technology Centre**  
**ul. Sobieski 7**  
**80-216 Gdańsk**  
**room no. 55**

2. Tenders can be submitted from Monday to Friday. from 8:30 to 15:00.

3. The deadline for the submission of tenders expires **on 14.06.2013 at 12.00 P.M.**

4. All tenders received by the Contracting Authority after the expiry of the deadline specified in point 3 will be returned at the end of the period for lodging an appeal.
5. Tenders will be opened on **14.06.2013 at 12:30 P.M.** at the registered office of the Contracting Authority:  
**Gdansk University of Technology**  
**Maritime Military Technology Centre**  
**ul. Sobieski 7**  
**80-216 Gdańsk**  
**room no. 55**
6. The opening of tenders shall be open. Contractors may participate in the public tender opening session.
7. Immediately prior to the opening of tenders the Contracting Authority will provide the amount which they intend to allocate to finance the contract. During the opening of tenders the Contracting Authority will read the name (company name) and address of the Contractor whose tender is opened and the information on the tender price, the term of the contract performance, guarantee and payment terms contained in the tender.
8. Shall the Contractor be absent from the opening of tenders, the Contracting Authority will provide them with the information revealed at the opening of tenders, at the request of the Contractor.

## **XI. DESCRIPTION OF THE METHOD OF CALCULATING THE TENDER PRICE**

1. When calculating the tender price, the Contractor shall take into account all the requirements specified in the Terms of Reference, recognize all the costs necessary for the proper and complete performance of the contract, including the cost of transport to the Contracting Authority's registered office, insurance, duties and customs costs.
2. The tender price shall be calculated in PLN.
3. National Contractors should calculate the tender price to two decimal places, including VAT.
4. Foreign Contractors who have their registered office in the European Union or in third countries should calculate the tender price excluding VAT.
5. Foreign Contractors who have their registered office in third countries should calculate the tender price by adding the tender price to the duty and customs costs (supply base Incoterms 2010 DDP excluding VAT).
6. The tender price shall be calculated pursuant to the **PRICE FORM** as the sum of gross value from column No. 7 The value specified in the row **TOTAL GROSS** in **PRICE FORM** should be rewritten (moved) in the appropriate place on the form **TENDER**.
7. The tender price is a gross price for the total of the contract in the lot. The tender price shall be the price indicated on the form "Tender" – Appendix 1 to the ToR.
8. The tender price should be given in figures and words.
9. The tender price will be valid for the entire period during which the tender is binding, it will not be negotiable and shall be binding on the contracting parties.
10. The price quoted by the Contractor in the tender will not be changed during the contract and shall not be subject to indexation.
11. Any settlement between the Contracting Authority and the Contractor will be held in PLN.
12. In the case of Contractors jointly applying for the award of the contract, the settlement will be made exclusively with the plenipotentiary.

## **XII. CRITERIA AND SELECTION OF THE BEST TENDERS**

1. The tenders will be evaluated by the members of the evaluation committee.
2. Only tenders which are not subject to rejection will be evaluated.
3. When selecting the best tender the following evaluation criterion will be applied: **price - 100%**.
4. The tender offering the lowest price that meets the requirements of the ToR and the PPA shall be considered the best tender.
5. The best tender will score the maximum number of points (100). The evaluation of the remaining tenders will be made according to the following formula:



$$P_c = \frac{C_n}{C_b} \cdot 100$$

where:  $P_c$  - the number of points awarded to an examined tender according to the criterion of "price"  
 $C_n$  - the lowest tender price among the tenders submitted which are subject to evaluation  
 $C_b$  – the price of the evaluated tender

6. The number of points will be calculated to two decimal places.
7. Should it be impossible to select the best tender due to the fact that there were tenders offering the same price, the Contracting Authority shall call Contractors who submitted the tenders to submit additional tenders within a period specified by the Contracting Authority. Contractors submitting additional tenders cannot offer prices higher than those offered in submitted tenders.
8. In order to evaluate a tender, the selection of which would result in a tax obligation for the Contracting Authority, in accordance with the regulations on tax on goods and services, with regard to the intra-Community acquisition of goods and the supply of goods from third countries, the Contracting Authority shall add to the price quoted in the tender the tax on goods and services which they would be obliged to pay in accordance with the applicable regulations.
9. The Contracting Authority does not envisage an electronic auction.
10. Immediately after selecting the best tender, the Contracting Authority shall notify the Contractors who submitted tenders of:
  - a) having selected the best tender, giving the name (of the company), registered office and address of the Contractor whose tender has been selected and the justification for the choice, as well as the name (of the company), registered office and address of the Contractors who submitted tenders along with a summary of the evaluation and comparison of tenders submitted, containing scores awarded to the tender according to tenders evaluation criterion;
  - b) the Contractors whose tenders were rejected, providing a factual and legal justification;
  - c) the Contractors who have been excluded from the procedure of the award of the contract, providing factual and legal justification;
  - d) the date determined in accordance with Art. 94 (1 or 2), after which the public procurement contract may be concluded.
11. Immediately after the selection of the best tender, the Contracting Authority shall place the information referred to in point 10 (a), on the website and in a publicly accessible place at its registered office (bulletin board).

### **XIII. INFORMATION ON FORMALITIES TO BE COMPLETED AFTER SELECTING THE TENDER IN ORDER TO CONCLUDE THE CONTRACT**

1. The Contracting Authority will award the contract to the Contractor who is not subject to exclusion from the public procurement procedure, whose tender has not been excluded from the procedure and was selected as the best tender on the basis of the evaluation in accordance with the principles specified in Sec. XII of the ToR.
2. The Contracting Authority shall conclude a public procurement contract within a period of not less than five days from the date of notification of selection of the tender, subject to Art. 94 (2, 3) PPA.
3. The Contractor is required to provide the Contracting Authority with a valid entry into the register of economic activities prior to the conclusion of the contract, should the Contractor be a natural person.

### **XIV. PERFORMANCE BOND**

The Contracting Authority does not require provision of the performance bond in the subjective procedure.

### **XV. CONTRACT ON PUBLIC PROCUREMENT**

Provisions and conditions significant for the parties which will be introduced into the contract on public procurement are specified in the model contract in Appendix 4 to the Terms of Reference.

### **XVI. CANCELLATION OF THE PROCEDURE**

1. The Contracting Authority will cancel the procedure only in the cases specified in Art. 93(1 and 1a) PPA.

2. The Contracting Authority shall simultaneously notify all Contractors of the cancellation of the procedure for the award of the contract under the terms of Art. 93(3) **PPA**.

## **XVII. GENERAL INFORMATION**

1. The costs associated with the preparation, submission of the tender and participation in the procedure shall be borne by the Contractor.
2. The Contractor should carefully read and understand the content of the Terms of Reference.
3. All the appendices form an integral part of the Terms of Reference.
4. The Contracting Authority does not intend to conclude a framework agreement.

## **XVIII. INFORMATION ON LEGAL PROTECTION MEASURES AVAILABLE TO THE CONTRACTOR**

Contractors and other persons referred to in Art. 179 of the Act shall be entitled to legal protection measures specified in Chapter VI of the Public Procurement Act, subject to Art. 180(2) PPA.

## **XIX. APPENDICES TO THE TERMS OF REFERENCE**

Appendix 1 - Tender

Appendix 2 - Price form

Appendix 3 - Declaration on fulfillment of conditions for participation in the procedure

Appendix 3a - Declaration confirming that there are no grounds for exclusion

Appendix 4 - Model contract

Appendix 5 – Delivery and acceptance certificate

*(name and address of the Contractor)*

# TENDER

**Contracting Authority:**

Gdańsk University of Technology  
 ul. Narutowicza 11/12  
 80-233 Gdańsk

With reference to the Procurement Notice of an open procedure involving a public contract for the  
 CRZP/221/071/D/13

**Supply of magnetometers to the Maritime Military Technology Centre of Gdańsk University of Technology**

We, the undersigned:

name ..... surname .....

name ..... surname .....

acting on behalf and for:

Full name :	
:	
Address:	
REGON (Statistical Business Identification Number)	NIP (Tax Identification Number)
Telephone number:	Fax number:
Name of bank and account number	e-mail address:

We offer to complete the performance of the object of the contract, in accordance with the Terms of Reference for the gross/net\* amount:

.....zł (in words: ..... ) including VAT/ without VAT\*).

**in accordance with the price form, which constitutes an integral part of the tender.**

**Note!**

Foreign Contractors, whose registered office is in the European Union or in third countries shall quote tender price excluding VAT.

1. We declare that we will perform the contract within eight weeks from the date of signing the contract.
2. We declare that we provide ..... month guarantee on the object of the contract.
3. We declare that we have read the Terms of Reference, we do not have reservations regarding its contents, and we consider ourselves bound by the provisions specified in it, and regulations of the procedure.
4. We declare that we have read the provisions of the contract, which constitute Appendix 4 to the Terms of Reference. We do not have reservations regarding its content. Should our tender be selected, we declare that we will conclude a contract under the terms and conditions stipulated in it and at the place and time specified by the Contracting Authority.
5. We declare that we do not belong to a capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection (Journal of Laws No. 50, item. 331, as amended.)\*)
6. We consider ourselves bound by this tender for the period indicated in the Terms of Reference, that is for a period of 30 days from the expiry of the deadline for the submission of tenders.
7. We will perform the contract with the assistance of subcontractors, who will supply the following parts of the contract:
  - a) .....
  - b) .....
  - c) .....
8. We accept the payment terms specified in the model contract.
9. We declare that information which is business secret in the understanding of the unfair competition provisions, is contained in the tender on page(s).....
10. Appendices to the contract, which form its integral part include:
  - 1) .....
  - 2) .....
  - 3) .....
  - 4) .....
  - 5) .....
  - 6) .....

....., date .....

.....  
(Signature and stamp of the Contractor)

\*)- delete as appropriate

# PRICE FORM

Item	Name	Manufacturer/model	Quantity	Net price	Net value	Gross value
1	2	3	4	5	6=4x5	7
1	Magnetometer		18			
					<b>TOTAL gross:</b>	

.....  
(Signature and stamp of the Contractor)

(stamp of the Contractor)

Reference number: CRZP/221/071/D/2013

**DECLARATION**  
**on fulfillment of conditions for participation in the procedure**  
**(Art. 22, Clause 1 of the Act – the Public Procurement Law)**

Submitting a tender in the procedure for the award of the public contract, conducted as an open tender for the supply of magnetometers to the Maritime Military Technology Centre of Gdańsk University of Technology

**I hereby declare that I fulfill the conditions for participation in the procedure relating to:**

- 1) having authorisations to perform specific activities or actions, if such authorisations are required by the law;
- 2) having knowledge and experience;
- 3) having the technical capacity and personnel capable of performing the contract;
- 4) economic and financial situation.

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(signature and stamp of the person(s) authorised to act on behalf of the Contractor)

.....  
(stamp of the Contractor)

....., date.....

Reference number: CRZP/221/071/D/2013

**DECLARATION**  
**confirming that there are no grounds for the exclusion from the procedure**  
**(Art. 22, Clause 1 of the Act – the Public Procurement Law)**

Submitting a tender in the procedure for the award of the public contract, conducted as an open tender for the supply of magnetometers to the Maritime Military Technology Centre of Gdańsk University of Technology

**I declare that:**

**there are no grounds to exclude us from the procedure for the award of the public contract pursuant to provisions specified in Art. 24, Clause 1 of the Act – the Public Procurement Law**

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(signature and stamp of the person(s) authorised to act on behalf of the Contractor)

**CONTRACT No. ..../071/D/13**

concluded on ..... in Gdańsk between:  
Gdańsk University of Technology the Maritime Military Technology Centre, with its registered office in  
Gdańsk,  
ul. Sobieskiego 7 80-216 Gdańsk,  
REGON (Statistical Business Information Number): 000001620 NIP (Tax Identification Number): 584-  
020-35-93  
represented under a power of attorney issued by Rector by:

.....

hereinafter referred to as CONTRACTING AUTHORITY

and the company

.....

with its registered office in

.....

represented by:

.....

.....

REGON (Statistical Business Information Number): ..... NIP (Tax Identification  
Number): ..... National Court Registry/Central Register and Information on  
Business.....

hereinafter referred to as CONTRACTOR, who was selected in the procedure for the award of the public  
contract, conducted as an open tender for the supply of magnetometers to the Maritime Military  
Technology Centre of Gdańsk University of Technology.  
CRZP/221/071/D/13

**§ 1**

**The object of the contract**

1. The object of the contract is the supply of magnetometers to the Maritime Military Technology Centre of Gdańsk University of Technology, pursuant to the Terms of Reference, price form and Contractor's tender which constitute appendices to the present contract and form its integral part.

**§ 2**

**The value of the contract and payment terms**

1. The price specified in the Contract includes the total amount which the CONTRACTING AUTHORITY is obliged to pay for the object of the Contract.
2. The CONTRACTING AUTHORITY undertakes to pay for the object of the Contract the gross amount of: ..... (in words: .....), as specified in the CONTRACTOR'S tender dated.....
3. The payment shall be made on the basis of the invoice issued by the CONTRACTOR, following the delivery and acceptance of the object of the contract without reservations. The invoice should include the net price, VAT and the gross value of the supply.
4. The receipt of the supply must be confirmed by the delivery and acceptance certificate without reservations, in accordance with the appendix to the contract.
5. Payment will be transferred within 21 days from the date of the receipt of the invoice by the Contracting Authority to the bank account of the Contractor indicated in the invoice.

**§ 3**



### **Contract performance**

1. CONTRACTOR undertakes to perform the object of the Contract within ..... weeks from the date of the contract conclusion.
2. The complete object of the Contract shall be delivered by the CONTRACTOR to the address:  
**Gdańsk University of Technology**  
**Maritime Military Technology Centre**  
**ul. Sobieskiego 7**  
**80-216 Gdańsk**  
**room no. 55**
3. The time limit for the contract performance shall be deemed met, if the CONTRACTOR has provided the complete object of the Contract to the place specified in § 2 prior to the expiry of the time limit specified in the Contract.
4. The object of the supply may be delivered to the place specified in § 2 exclusively on working days, i.e. from Monday to Friday, between 8<sup>00</sup>-15<sup>00</sup> .

### **§ 4**

#### **Guarantee**

1. The CONTRACTOR grants a: ..... - month guarantee on the object of the contract, the guarantee period shall start from the date of the delivery and acceptance certificate being signed without reservations.
2. The CONTRACTOR undertakes to change products having physical defects with new products of the same type and with the same technical parameters within 7 days from the date of the notification of the product defect.
4. The CONTRACTOR is required to attach to the goods covered by this Contract applicable technical documents and guarantee cards.
5. The CONTRACTING AUTHORITY is entitled to the rights under the guarantee document, irrespective of the rights granted by the warranty.

### **§ 5**

#### **Liquidated damages**

1. In the event of the CONTRACTOR failing to meet the time limit specified in the Contract, they shall pay a stipulated penalty amounting to 1% of the gross price specified in § 2, section 2 of the contract for each day of delay.
2. In the event of the CONTRACTOR failing to exchange products within the time limit, they shall pay a stipulated penalty amounting to 1% of the gross contract price for each day of delay, starting from the date of the expiry of the time limit for the exchange specified in § 4, section 2 of the contract.
3. The CONTRACTOR may withdraw from the contract without consequences specified in Section 4 of this article, if a material circumstance arises as a result of which the performance of the contract will not be in public interest, which could not have been foreseen at the time of concluding the contract, pursuant to Art. 145 of the Act of 29 January 2004 – the Public Procurement Law (Journal of Laws of 2010 No. 113, item 759, as amended).
4. Excluding the case referred to in section 3 of this article, should one of the parties withdraw from the contract, the party to which the reasons of the waiver are to be attributed, will pay the other party a stipulated penalty amounting to 5% of the gross contract price.
5. In the event of non-performance of the Contract within 14 days from the expiry of the deadline stipulated in the contract, the Contracting Authority may withdraw from the contract without setting a further date. In this case, the CONTRACTOR shall pay a stipulated penalty of 10% of the gross contract price to the Contracting Authority for the object of the contract referred to in § 2, section 2 of this contract.
6. The Contractor shall be entitled to claim damages exceeding the amount of the stipulated penalty if the penalty does not entirely cover the damage as well as if the damage is due to other reasons under the terms specified in the civil code.
7. The Contractor provides their consent to deduct the stipulated penalty from the price they should receive as specified in the contract.

### **§ 6**

#### **Other terms of the supply performance**

1. The person appointed by the CONTRACTING AUTHORITY to contact the CONTRACTOR in issues related to the performance of this Contract shall be:  
..... tel.: .....

and the person appointed by the CONTRACTOR to contact the CONTRACTING AUTHORITY in issues related to the performance of this Contract shall be:

..... tel.: .....

Should the persons appointed to contact the other party change, the Contracting Authority and the Contractor shall immediately inform each other about the change. Damages caused by the failure to comply with this obligation shall be borne by the obligated party.

**§ 7**  
**Final provisions**

1. Significant changes to the provisions of the concluded contract relating to the content of the tender, on the basis of which the Contractor was selected, are not allowed, unless the Contracting Authority stipulated the possibility of such a change in the contract notice, or in the Terms of Reference and specified the conditions of such a change.
2. All amendments and supplements to this contract must be made in writing, or else shall be null and void.
3. In issues not governed by this Contract, the provisions of the Act of 23 April 1963 Civil Code (Journal of Laws No. 16, item 53, as amended) shall be applicable, if the regulations of the Act of 29 January 2004 – the Public Procurement Law (consolidated text, Journal of Laws of 2010 No. 113, item 759, as amended) do not state otherwise.
4. All disputes will be settled by the Court in Gdańsk.
5. The Contract has been drawn up in 2 counterparts with one copy for each party.

**CONTRACTOR**

.....

**CONTRACTING AUTHORITY**

.....

**DELIVERY AND ACCEPTANCE CERTIFICATE - MODEL**

1. We, the undersigned acknowledge that, in accordance with the content of the Contract .....  
dated ....., the following products have been supplied:

Item	Description	Quantity
		18

The object of the Contract is accepted without reservations.

Upon the receipt of the invoice, the CONTRACTING AUTHORITY shall transfer the payment for the supply of the equipment to the bank account of the CONTRACTOR.

The delivery and acceptance certificate has been drawn up in two counterparts – each for the CONTRACTING AUTHORITY and the CONTRACTOR.

TRANSFEROR

TRANSFEEE

.....  
  
.....

.....  
  
.....

Gdańsk, .....