



Państwowy Instytut Geologiczny Państwowy Instytut Badawczy

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Sąd Rejonowy dla m. st. Warszawy w Warszawie, XIII Wydział Gospodarczy KRS, Nr 0000122099; NIP PL 5250008040

www.pgi.gov.pl

państwowa służba
geologiczna

państwowa służba
hydrogeologiczna

CONTRACT TERMS OF REFERENCE

(SIWZ)

for the public contract procedure carried out by

OPEN TENDERING

pursuant to article 39 of the Public Procurement Law of 29 January 2004 (consolidated text in Dziennik Ustaw official journal, year 2010, No. 113, item 759, as amended), with the estimate contract value below EUR 200,000.

Procedure ref. No. EZ-240-34/2013

CONTRACT SUBJECT MATTER:

Delivery of heavy liquid – aqueous solution of sodium heteropolytungstate

APPROVED BY:

Date: 17.06.2013

Pełnomocnik Dyrektora PIG-PIB
ds. Zamówień Publicznych

mgr Krzysztof Bartosiak

*(signature of the Awarding Entity's
Manager)*

The abbreviations and terms used in this document mean as follows:

1. "Public Procurement Law" – the Act of 29 Jan. 2004 "Public Procurement Law" (consolidated text: Dziennik Ustaw official journal, year 2010, No. 113, item 759, as amended);
2. "Terms of Reference" – these Contract Terms of Reference;
3. "Awarding Entity" – Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (Geological Institute – National Research Institute);
4. "Economic Operator" – as defined in Article 2.11 of Public Procurement Law.

1. AWARDING ENTITY

Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (PIG-PIB) (Polish Geological Institute – National Research Institute)

00-975 Warsaw

ul. Rakowiecka 4

Tax number (NIP): 525-000-80-40

Statistical number (REGON): 000332133

2. CONTRACTING PROCEDURE

The procedure for the award of this contract is carried out in the form of open tendering, estimate value of contract EUR 200,000, pursuant to the provisions of the Act of 29 January 2004 – Public Procurement Law (consolidated text in Dziennik Ustaw official journal, year 2010, No. 113, item 759, as amended).

3. CONTRACT SUBJECT MATTER

- 3.1.** The following is the subject matter of the contract: delivery of heavy liquid – aqueous solution of sodium heteropolytungstate.
- 3.2.** The detailed scope of the contract subject is specified in:
 - Appendix 1 to the Terms of Reference– "Contract Subject Matter";
 - Appendix 2 to the Terms of Reference – "Important Agreement Clauses".
- 3.3.** Common Procurement Vocabulary code for the contract subject matter:
CPV code and name: 38.50.00.00-0 – Chemical reagents

4. CONTRACT COMPLETION DATE

The subject-matter of this contract shall be delivered as from the effective date of the Contract by 31/12/2013, in accordance with the Delivery Schedule, which is included in Appendix No. 1 to the ToR.

5. PARTIAL AND VARIANT TENDERS

- 5.1.** The Awarding Entity does not allow partial tenders.
- 5.2.** The Awarding Entity does not allow submission of variant tenders.

6. PLANNED SUPPLEMENTAL CONTRACTS

The Awarding Entity does not plan any supplementary contracts mentioned in Article 67.1.7 of the Public Procurement Law.

7. PROCEDURE PARTICIPATION CONDITIONS; NO GROUNDS FOR EXCLUSION

- 7.1. Economic operators who satisfy the conditions under Article 22.1 of the Public Procurement Law applicable to the following are eligible to compete for the contract:
 - 7.1.1. possession of authorisations to perform specific activities or actions, if such are required by the laws;
 - 7.1.2. possession of knowledge and experience;
 - 7.1.3. possession of the appropriate technical capacity and human resources able to perform the contract;
 - 7.1.4. economic and financial situation.
- 7.2. An economic operator is eligible to compete for the contract, if there are no grounds to exclude it from the public contract procedure under Article 24.1 and Article 24.2 of the Public Procurement Law.

8. METHOD OF PARTICIPATION CONDITIONS ASSESSMENT

- 8.1. Not applicable.

9. RULES OF PARTICIPATION CONDITIONS ASSESSMENT

- 9.1. The compliance with the conditions specified in Items 7 of the Terms of Reference must be confirmed in declarations and documents to be submitted as mentioned in Item 10 of the Terms of Reference.
- 9.2. The compliance with the procedure participation conditions, as defined by the Awarding Entity, will be assessed on pass/fail basis.
- 9.3. Documents enclosed with the tender must expressly demonstrate that the Economic Operator has proven its compliance with the participation conditions.
- 9.4. Failure to comply with one or more conditions will result in exclusion of the Economic Operator from the procedure.

10. PARTICIPATION CONDITIONS COMPLIANCE DOCUMENTATION

- 10.1. In order to prove that the Economic Operator complies with the conditions set out in article 22.1 of the Public Procurement Law, the Awarding Entity requests submission of the following declarations and documents:
 - 10.1.1. A declaration certifying the compliance with the procedure participation conditions (Article 22.1 of the Public Procurement Law), to be submitted based on the form enclosed in Appendix 4 to the Terms of Reference.
- 10.2. In order to prove that there are no grounds to exclude the Economic Operator from the tendering procedure under Article 24.1 of the Public Procurement Law, the Awarding Entity requests submission of the following documents:

- 10.2.1. A declaration certifying no grounds for the exclusion from the contract procedure under Article 24.1 of the Public Procurement Law, to be submitted based on the form enclosed in Appendix 5 to the Terms of Reference.

***NOTICE:** In the case of Economic Operators jointly procuring the contract, the document must be submitted by each of the Economic Operators acting jointly.*

11. ADDITIONAL DOCUMENTS/POWER OF ATTORNEY

- 11.1. The tender must be accompanied with document(s) specifying the principles of representation and the persons authorised to represent the Economic Operator.
- 11.2. If the Economic Operator is represented by its agent, the tender must be accompanied with a power of attorney document stating the scope of the powers, signed by the persons authorised to represent the Economic Operator. The power of attorney must be submitted as original or a true copy certified by a notary.
- 11.3. Pursuant to Article 26.2.(d) of the Public Procurement Law, the Economic Operator must submit a declaration containing a list of entities which belong to the same capital group as set out in Article 24.2.5 of the Public Procurement Law or certify that the Economic Operator does not belong to any capital group. The declaration form is enclosed in Appendix 6 to the Terms of Reference.

12. CONDITIONS COMPLIANCE DECLARATIONS AND DOCUMENTS TO BE SUBMITTED BY OPERATORS SEATED OR DOMICILED OUTSIDE POLAND

- 12.1. Not applicable.

13. OPERATOR DOCUMENT REQUIREMENTS

- 13.1. The requirements applicable to documents to be submitted by Economic Operators are governed in (among others) *Regulation of the Council of Ministers of 19 February 2013 concerning the types of documents requested by an awarding party from operators and their forms of submission (Dziennik Ustaw official journal, year 2013, item 231)*.
- 13.2. The statement referred to in the ToR, items 10.1.1, 10.2.1 and 11.3, as well as the form "Bid" should be submitted in original, subject to the ToR, item 13.3. Any multi-page document, which is being submitted as a copy, should be certified as a true copy of the original on each page filled with writing (numbered).
- 13.3. Pursuant to §7.2 of the Regulation of the Council of Ministers of 19 February 2013 concerning the types of documents requested by an awarding party from operators and their forms of submission (Dziennik Ustaw official journal, year 2013, item 231), in the case of the Economic Operators applying jointly for the contract and in the case of other entities which the Economic Operator relies on (in terms of resources of such entities) according to Article 26.2.(b) of the Public Procurement Law, copies of such documents pertaining to the Economic Operator or such entities must be certified as true copies by the Economic Operator or the entities respectively.
- 13.4. The power of attorney must be submitted as original or a true copy certified by a notary.
- 13.5. A written declaration of a third-party entity that it will provide the Economic Operator with the necessary resources during the period of their use in the performance of the contract, according to Article 26.2.(b) of the Public Procurement Law, must be submitted as original.
- 13.6. A document submitted in an incorrect form (for example, not certified by the Economic Operator as a true copy) will be treated as not submitted at all.

- 13.7. The contract procedure is carried out in Polish. Documents, declarations and powers of attorney made in a foreign language must be submitted together with a translation into Polish. It does not apply to Economic Operators who submitted tenders using the appendices to these Terms of Reference, as prepared by the Awarding Entity in Polish/English version (Appendices 3-6 to the Terms of Reference).

14. JOINT TENDERS

- 14.1. The Economic Operators who jointly apply for the contract must appoint an agent to represent them during the procedure only or during the procedure and at the conclusion of the agreement for the public contract. The power of attorney must be enclosed with the tender. The power of attorney must be submitted as original or a true copy certified by a notary.
- 14.2. If the Awarding Entity selects a tender submitted by the Economic Operators applying jointly for the contract, the Awarding Entity may require that the Economic Operators submit the agreement which stipulates their cooperation, at any time prior to the signing of the agreement for the public contract.
- 14.3. The Economic Operators applying jointly for the contract are jointly and severally liable for the performance of the contract. The issue of the joint and several liability is governed in the [Polish] Civil Code.
- 14.4. Each of the Economic Operators applying jointly for the contract must independently demonstrate its compliance with the following condition: there are no grounds to exclude the Economic Operator from the contract procedure under Article 24.1 and Article 24.2.5 of the Public Procurement Law. The remaining participation conditions defined in Item 8 of the Terms of Reference must be satisfied jointly by all the Economic Operators applying jointly for the contract.
- 14.5. A tender submitted jointly by the Economic Operators must comprise the documents listed in Item 10 and 11 of the Terms of Reference, however the documents listed in Item 10.1.1 of the Terms of Reference must be submitted by each of the Economic Operators separately.
- 14.6. The tender submitted jointly by the Economic Operators must be signed and labelled in such way that it will constitute a lawful obligation of all the entities which jointly apply for the contract.

15. SUBCONTRACTORS

- 15.1. The Awarding Entity requests that the Economic Operator indicate the part of the contract which will be entrusted to subcontractors.
- 15.2. Information about a given part of the contract being entrusted to subcontractors must be stated in 'Tender' form (Appendix 3 to the Terms of Reference).

16. CONTACT BETWEEN AWARDING ENTITY AND ECONOMIC OPERATORS

- 16.1. Declarations, requests, notices and other information must be submitted by the Awarding Entity and the Economic Operators in writing via e-mail, subject to Item 16.2 of the Terms of Reference.
- 16.2. The written form must be followed when submitting the tender and its appendices, including the documents demonstrating the compliance with the participation conditions, as well as in the case of change or cancellation of the tender.

- 16.3. If the Awarding Entity or the Economic Operator submit documents or information via fax or e-mail, then a given party must immediately confirm that fact to the other at the latter's request.

17. PERSON TO CONTACT ECONOMIC OPERATORS

Anna Napiórkowska (Public Contract Division)

tel. + 48 22 459 21 75

or e- mail: anna.napiorkowska@pgi.gov.pl

18. TERMS OF REFERENCE INQUIRIES

- 18.1. The Economic Operator may inquire the Awarding Entity to explain the contents of the Terms of Reference, in writing via or e-mail to:

Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (PIG-PIB)

ul. Rakowiecka 4, 00-975 Warsaw

fax: + 48 22 459 20 23, e-mail: karolina.filipczak@pgi.gov.pl

- 18.2. Pursuant to Article 38.1 of the Public Procurement Law, the Awarding Entity must provide explanations immediately but not later than 2 days prior to the lapse of the deadline for tender submissions, provided an inquiry about the contents of the Terms of Reference was received by the Awarding Entity by the end of the day when half of the period for tender submission lapses. The Awarding Entity must distribute the inquiry and the related explanation to all Economic Operators which received the Terms of Reference, however without disclosure of the inquiring source, as well as publish the same on the website where the Terms of Reference were published.
- 18.3. In justified cases, the Awarding Entity may change the contents of the Terms of Reference at any time prior to the lapse of the deadline for tender submissions. The Awarding Entity must distribute such changes promptly to all Economic Operators which received the Terms of Reference, as well as publish the same on the website where the Terms of Reference were published.

19. DEPOSIT REQUIREMENTS

- 19.1. The Awarding Entity does not require submission of any security deposit.

20. TENDER EXPIRY

- 20.1. The tenders will remain valid for a term of 30 days. The term starts on the lapse of the deadline for tender submissions.
- 20.2. Pursuant to Article 85.2 of the Public Procurement Law, the Economic Operator can extend the term either by its own initiative or at a request from the Awarding Entity, however the Awarding Entity may request operators to approve extension of the term by a certain period (not longer than 60 days) only once and on at least 3 days prior to the expiry of the term of the tender.

21. TENDER PREPARATION

- 21.1. The tender must be submitted in writing, or else will be null and void.
- 21.2. The tender must contain the following at least:

- 21.2.1. filled-in 'Tender' Form which is enclosed as Appendix 3 to the Terms of Reference;
- 21.2.2. the declarations and documents mentioned in Items 10 and 11 of the Terms of Reference (and Item 12)
- 21.2.3. the power of attorney (if applicable);
- 21.3. The tender must be signed by the person authorised to represent the Economic Operator, based on the terms of representation thereof defined in the register or another document applicable to a given form of the Economic Operator's enterprise, or by the duly empowered representative of the Economic Operator.
- 21.4. The tender must be prepared in conformance with the Terms of Reference and the forms which are the appendices to the Terms of Reference.
- 21.5. The Economic Operator may submit the tender using own forms, however their contents must be in line with the contents of the forms enclosed to the Terms of Reference.
- 21.6. The tender must be written in Polish with legible letters.
- 21.7. All tender pages with contents (save for the original document which is not issued by the Economic Operator but constitutes an integral part of the tender) must be labelled with a signature and a stamp of the person(s) authorised to participate in legal dealings on behalf of the Economic Operator, or by the authorised representative of the Economic Operator (in such case, the letter of authorisation to sign documents must be enclosed with the tender).
- 21.8. All pages of the tender must be pinned together to prevent decompiling of the tender, and numbered with consecutive numbers. Tender documents may be numbered at one's own discretion however the page numbers must be consecutive.
- 21.9. All adjustments or changes in the contents of the tender must be entered legibly and marked with a signature and a stamp of the authorised person, and with a date of the introduced change.
- 21.10. If the tender contains various alternative options, it will be rejected.
- 21.11. Every Economic Operator may submit only one tender in this procedure. The same Economic Operator will be deemed to have submitted more than one tender, if the same entity appears in two or more tenders submitted jointly or the same entity is the sole applicant of one tender and at the same time participates in a joint tender.
- 21.12. If the tender, declarations or documents contain information which constitutes a business secret, as defined in *the Act of 16 April 1993 on combating unfair competition* (consolidated text in Dziennik Ustaw official journal, year 2003, No. 153, item 1503, as amended), then the Economic Operator must include an explicit reservation that such information constitutes the business secret. The information must be placed in a separate package inside containing sheets which must be pinned together permanently, numbered and marked with the following clause: "DO NOT DISCLOSE – BUSINESS SECRET ACCORDING TO ARTICLE 11.4 OF UNFAIR COMPETITION LAW".

22. TENDER PACKAGING AND MARKING GUIDELINES

- 22.1. The tender must be submitted as one copy concealed in a non-transparent and sealed enveloped or other packaging.
- 22.2. The envelope must be addressed to:

Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (PIG-PIB)

ul. Rakowiecka 4, 00-975 Warsaw

and contain the following inscription:

Tender for "Delivery of heavy liquid – aqueous solution of sodium heteropolytungstate "

(Procedure ref. No. EZ-240-34/2013)

Do not open until 12:15, 25.06.2013

- 22.3. All consequences of the tender submitted otherwise than in line with the above are on the Economic Operator.

23. SUBMISSION DEADLINE AND PLACE

- 23.1. The tender must submitted to:
Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (PIG-PIB)
ul. Rakowiecka 4, 00-975 Warsaw
Kancelaria Ogólna (parter/lobby, pok. 15)
- 23.2. **The tender can be submitted until 25.06.2013, 12:00 p.m.**
- 23.3. The tender will qualify for the procedure, if delivered via post until the deadline stipulated in Item 23.2 of the Terms of Reference. The date when the General Office (Kancelaria Ogólna PIG-PIB) receives the tender, as time stamped, will be decisive in that regard.
- 23.4. The Awarding Entity will promptly return the tender, if it is submitted after the deadline for the tender submissions.

24. TENDER OPENING

- 24.1. The submitted tenders will be opened on 25.05.2013, 12:15 p.m., at the registered office of the Awarding Entity, building A, room 220.
- 24.2. The tenders will be opened publicly.
- 24.3. Directly prior to the opening of the tenders, the Awarding Entity will state the amount which it plans for the financing of the contract.
- 24.4. After opening each subsequent tender, the Awarding Entity will announce the information according to Article 86.4 of the Public Procurement Law, to the gathered audience.
- 24.5. At the request of the Economic Operator which is absent during the opening procedure, the Awarding Entity will provide the information mentioned in Items 24.3 and 24.4 of the Terms of Reference.

25. TENDER CHANGE AND CANCELLATION

- 25.1. Prior to the deadline for tender submissions, the Economic Operator has the right to:
- 25.1.1. cancel the tender – by submitting a written notice with the following inscription on the envelope: ‘CANCELLATION’ (‘WYCOFANIE’);
- 25.1.2. change the tender – by submitting a notice of changes according to the same rules as apply to submission of the tender, with the following inscription on the envelope: ‘REPLACEMENT’ (‘ZMIANA’).

26. TENDER PRICE FORMULA

- 26.1. The price stated in ‘Tender’ form must include all costs which are connected with the performance of the contract subject matter.
- 26.2. All prices must be expressed in Polish zlotys (PLN) or euros (EUR), up to two decimal places, and all payments will be made in Polish zlotys or euros pursuant to the applicable laws.

- 26.3. If a value is expressed in euros, in order to compare tenders the Awarding Entity will convert the contract value into PLN based on the average rate of the National Bank of Poland (Table A with average FX rates) as at the first day of the procedure. Settlements between the parties will be ensured in the currency which is stated in the tender.
- 26.4. If the Awarding Entity receives a tender which, if selected, will cause tax liabilities due from the Awarding Entity under the goods and services regulations applicable to the intra-community purchase of goods, then in order to evaluate the tender the Awarding Entity will add the goods and services tax to be due from the Awarding Entity pursuant, to the regulations to the price stated in such tender.
- 26.5. In order to determine whether the tender is grossly underpriced compared to the contract subject matter, the Awarding Entity may request the Economic Operator to submit explanations within a certain time concerning tender elements which influence the price.

27. TENDER SELECTION CRITERIA AND WEIGHTS

- 27.1. Only those tenders which are not excluded will be evaluated.
- 27.2. When selecting the best tender, the Awarding Entity will apply the following criteria and their weights:

Ref.	Criteria name	Criteria weight
1	Price	100

- 27.3. The score for the respective tenders will be calculated up to two decimal places or with such accuracy as is sufficient to demonstrate differences between the non-excluded tenders.
- 27.4. Criteria score formula:

$$\text{Tender price} = \frac{\text{lowest price}}{\text{Price given in specific tender}} \times 100 \text{ points}$$

- 27.5. The best tender will be such as receives the highest total score for all criteria.

28. POST-SELECTION FORMALITIES TO CONCLUDE PUBLIC CONTRACT AGREEMENT

- 28.1. If the tender submitted by the Economic Operators applying jointly for the contract is selected as the best one, then prior to the signing of the agreement the Awarding Entity may request that the Economic Operators submit the agreement which governs their cooperation.
- 28.2. The Awarding Entity will notify the Economic Operator whose tender was selected as the best one about the place and time for concluding the agreement.

29. AGREEMENT PERFORMANCE BOND REQUIREMENTS

- 29.1. The Awarding Entity does not require submission of any performance security for the agreement.

30. AGREEMENT CLAUSES

- 30.1. General and detailed terms and conditions of the agreement to be incorporated in the future agreement with the Economic Operator which will be selected during the procedure are enclosed in 'Important Agreement Clauses' – Appendix 2 to the Terms of Reference.
- 30.2. All inquiries and doubts concerning Important Agreement Clauses will be addressed in the same way as those concerning the entire Terms of Reference (pursuant to Article 38 of the Public Procurement Law).
- 30.3. Agreement changes and rules of introducing them are specified in Important Agreement Clauses.

31. LEGAL MEASURES AVAILABLE TO OPERATOR IN CONTRACTING PROCEDURE

- 31.1. Economic Operators and other entities which have or had an interest in winning the contract and incurred or may incur a loss due to infringement by the Awarding Entity of the Public Procurement Law, are entitled to legal measures pursuant to the principles stipulated in Title VI of the Public Procurement Law, Articles 179 – 198.(a)-(g).
- 31.2. An appeal can be submitted to the President of the National Chamber of Appeals (Prezes Krajowej Izby Odwoławczej), in writing or the electronic form with secure electronic signature verified with a qualified certificate.
- 31.3. The appealing party must send a copy of the appeal to the Awarding Entity prior to the deadline for appeal submissions, in a manner enabling the Awarding Entity to view contents of the appeal before the lapse of the deadline.
- 31.4. Appeals may be submitted by the deadlines stipulated in the Public Procurement Law, Article 182.

32. FINAL PROVISIONS

- 32.1. Any matters not provided in the Terms of Reference are subject to the provisions of the Act of 29 January 2004 'Public Procurement Law' (Dziennik Ustaw official journal, year 2010, No. 113, item 759, as amended).
- 32.2. All costs connected with the preparation of the tender and the participation in the procedure are on the Economic Operator.
- 32.3. All appendices to the Terms of Reference constitute their integral part.

33. APPENDICES:

- 33.1. Appendix 1 to the Terms of Reference– Contract Subject Matter;
- 33.2. Appendix 2 to the Terms of Reference – Important Agreement Clauses;
- 33.3. Appendix 3 to the Terms of Reference– Tender Form;
- 33.4. Appendix 3a to the Terms of Reference - Price Form;
- 33.5. Appendix 4 to the Terms of Reference - Declaration (Article 22 of the Public Procurement Law);
- 33.6. Appendix 5 to the Terms of Reference - Declaration (Article 24.1 of the Public Procurement Law);
- 33.7. Appendix 6 to the Terms of Reference - Declaration (Article 24.2.5 of the Public Procurement Law).

Contract Subject Matter/ *OPIS PRZEDMIOTU ZAMÓWIENIA*

Product

Heavy liquid – aqueous solution of sodium heteropolytungstate, LST Fastfloat (commercial name).

Relevant features of the product

Composition: sodium heteropolytungstate (CAS No. 12141-67-2) and water applicable up to a density of 2.95 g/cm³ (g/ml) (at 25°C),

with low viscosity: up to 12 cP (at 25°C) at a density of 2.82 g/cm³ (g/ml),

non-toxic, non-flammable, odourless,

stable at room temperature,

easy to evaporate – boiling point is slightly above 100°C,

very well water-soluble, more than 1000 g/kg,

thermally stable with slight fluctuations in density of about 0.01 g/cm³ (g/ml) per each 10°C.

Packaging

Plastic bottlers with a capacity of 1l, with secured cap, packed in separately welded plastic material.

Additional requirements

The Safety Data Sheet shall be attached to the Bid.

DELIVERY SCHEDULE AND DELIVERY TERMS AND CONDITIONS

No.	Division of deliveries	Quantity of heavy liquid	Delivery date	Place of delivery	Contact person
1	1 st tranche	30 l	Up to 2 weeks from the effective date of the Contract	Państwowy Instytut Geologiczny, Państwowy Instytut Badawczy <i>Polish Geological Institute – National Research Institute</i>) ul. Rakowiecka 4, 00-975 Warszawa	Marcin Morawski
2	2 nd tranche	10 l	1-10/08/2013		
3	3 rd tranche	10 l	1-10/09/2013		
4	4 th tranche	22 l	1-10/10/2013		

Note: The Contracting Party reserves the right to slightly change the dates and places of deliveries for the 3rd and 4th tranches, however it will notify the Contractor of such changes 14 days in advance.

The Contractor shall ensure a secure packaging of the product, as well as, shall cover freight costs, and insure the freight of goods to the Contractor's premises – Incoterm "CIF" according to INCOTERMS 2010.

**IMPORTANT AGREEMENT CLAUSES/
ISTOTNE POSTANOWIENIA UMOWY**

This Contract is made on, in Warsaw, by and between:

Państwowy Instytut Geologiczny - Państwowy Instytut Badawczy (*Polish Geological Institute – National Research Institute*) with seat in Warsaw at 4 Rakowiecka Street, entered in the National Court Register, under KRS number 0000122099, maintained by the District Court for the capital city of Warsaw in Warsaw, the 13th Commercial Division of the National Court Register, with Taxpayer Identification Number NIP 525-000-80-40, represented by:

-
-

hereinafter referred to as **the “Contracting Party”**, and

..... with seat in
....., NIP: entered in the National Court Register, under
KRS number, maintained by, represented
by:

-
-

hereinafter referred to as **the “Contractor”**.

As a result of the choice, by the Contracting Party, of the winning Bid in the open tender procedure “The delivery of heavy liquid – aqueous solution of sodium heteropolytungstate” (file No. EZ-240-34/2013), in accordance with *the Act of January 29, 2004 – Public Procurement Law (consolidated text Polish Journal of Laws of 2010 No. 113, item 759 as amended)*, the Parties have agreed as follows:

§ 1 Subject-matter

1. The subject-matter of the Contract includes the delivery of seventy two (72) litres of heavy liquid – aqueous solution of sodium heteropolytungstate whose specification is set forth in **Appendix No. 1**.
2. The Contractor declares that the parameters of the heavy liquid to be delivered are in full compliance with the description of subject-matter of the Contract (**Appendix No. 1**) and the Contractor’s Bid (**Appendix No. 2**).
3. The Contractor shall fulfil all its obligations under this Contract by exercising due diligence, which is defined, when taking the professional nature of activities run by the Contractor into account.

§ 2 Date and place of delivery

1. The heavy liquid, referred to in § 1 of this Contract, should be delivered according to the Delivery Schedule set forth in **Appendix No. 1** to this Contract in accordance with the Incoterm “CIF” according to INCOTERMS 2010.

2. The Contractor undertakes, while co-operating with the Contracting Party's representative as indicated in § 5, clause 4, to agree on precise dates of deliveries 7 days before the commencement of period of deliveries referred to in **Appendix No. 1** and to provide any information on the shipment status of individual tranches of goods.
3. Any product to be delivered hereunder, which will fail to meet the conditions of quality acceptance (compliance of the product with the Safety Data Sheet attached to the Bid) will be replaced by the Contractor with new one, free of defects, within 14 working days.
4. The acceptance of the product hereunder will be made in accordance with the provisions of § 5 of the Contract.

§ 3 Remuneration

1. The price per one litre of heavy liquid for the entire procurement including 72 litres is: (in words:) in currency:, in accordance with the Contractor's Bid being **Appendix No. 2** to this Contract.
2. The total price of the product to be delivered under the Contract, including freight costs and insurance, broken down by tranche, is as follows:
 - a. 1st tranche (30 litres of heavy liquid): (in words:.....) in currency, net
 - b. 2nd tranche (10 litres of heavy liquid) (in words:) in currency, net
 - c. 3rd tranche (10 litres of heavy liquid) (in words:.....) in currency, net
 - d. 4th tranche (22 litres of heavy liquid) (in words:) in currency, net
 in accordance with the Contractor's Bid being **Appendix No. 2** to this Contract.
3. The Contractor will add the VAT tax, at currently applicable rates, to the prices specified in clause 2 above. In the case of intra-community delivery of goods, the VAT tax shall be paid by the Contracting Party.
4. The remuneration, referred to in clauses 1 to 3 above, includes any costs to be borne by the Contractor on account of proper and due performance of this Contract so as to comply with the Contract's terms and conditions and applicable regulations, including but not limited to the costs of heavy liquid packaging, possible customs duties, freight costs and insurance of goods in transit.

§ 4 Terms of payments

1. Payment for each product delivered under the Contract will be effected upon delivery of each tranche of heavy liquid.
2. Each payment will be effected against an invoice within 30 days from the receipt of duly issued invoice, when taking the provisions of § 5 of the Contract into account.
3. The Contractor shall attach an invoice to each delivered part of the procurement (tranche).
4. Any payment shall be deemed to have been effected on the date, on which the Contracting Party's bank account is credited with money.
5. The Contractor shall issue invoices for Państwowy Instytut Geologiczny-Państwowy Instytut Badawczy (*Polish Geological Institute – National Research Institute*), ul. Rakowiecka 4, 00-975 Warszawa, NIP PL-525-000-80-40.
6. Each payment will be effected to the Contractor's bank account indicated on the relevant invoice.

§ 5 Product acceptance

1. The product acceptance is made by the Contracting Party by verifying the condition of the product received in terms of quantity and conformity with the Safety Data Sheet, immediately after the consignment has been received.
2. Upon acceptance of a given tranche of the product hereunder without objections, the representative of the Contracting Party will confirm the acceptance without objections on the relevant invoice and hand over the invoice for payment.
3. If the heavy liquid is delivered in a quantity lower than that specified in the Delivery Schedule or there is any damage to the product in transit, the representative of the Contracting Party shall prepare a

complaint report, send the document via e-mail to the Contractor and request the Contractor to issue the correcting invoice for such a smaller quantity and to supplement the delivery (lacking quantity in relation to the quantity in a given tranche) within 14 working days from the date of notification to the address specified below.

4. The acceptance of the products hereunder will be made by: Marcin Morawski (phone: +48 22 45 92 464, mobile +48 781 785 724, e-mail mmor@pgi.gov.pl) – the representative of the Contracting Party.
Information on the product acceptance should be sent to (phone:, mobile, e-mail.....) – the representative of the Contractor.
5. Any changes of the above mentioned authorised persons shall be made in writing without the need to prepare an annex to the Contract.
6. The Contractor shall not be released from liability to the Contracting Party due to the fact that failure to perform or improper performance of the Contract by the Contractor is a consequence of failure to fulfil or improper fulfilment of obligations by the Contractor's co-operator / subcontractor.

§ 6. Guarantee terms and conditions and quality standard

1. The product to be delivered by the Contractor shall correspond in full to the description of the subject-matter of the Contract (*Appendix No. 1*).
2. If the product delivered fails to meet the standards defined, the Contractor undertakes to replace the defective product within 14 days from the date of lodging complaint by e-mail to the e-mail address specified in § 5, clause 4.
3. The Contracting Party will provide information on any defects of the product via e-mail within 14 working date from receipt of a given tranche of the product.

§ 7. Contractual penalties

1. If any delay in the product deliveries hereunder occurs beyond the time limits specified in *Appendix No. 1*, then the Contractor undertakes to pay the Contracting Party a contractual penalty of 0.5% of the net value of a given part of the product (tranche) per each day of delay, however no more than 15% of the value, excluding the case described in § 8, clause 1, subclause 1 of the Contract.
2. If the Contract is terminated by fault of the Contractor, the Contractor shall pay the Contracting Party a contractual penalty of 15% of the net value of the Contract, which the Contractor has failed to perform.
3. The Parties may seek damages in excess of the contractual penalties on general terms.
4. If the Contracting Party is in delay with payment for the product delivered hereunder, the Contracting Party shall pay the Contractor statutory interest per each day of delay.

§ 8. Changes to the Contract

1. The Contracting Party provides for a possibility of changing any provision of the Contract concluded as compared to the wording set forth in this tender procedure, provided that the price remains unchanged, within the following scope:
 - a) change of the procurement completion date – due to reasons being under the reasonable control of the Contracting Party, in particular such as no preparation/ handover of place of delivery and other reasons being outside the reasonable control of either Party and resulting from force majeure events (fire, flood, etc.);
 - b) change of VAT tax rate with respect to the subject-matter of the Contract as a whole – in case the provisions of the Act on value added tax have been amended;
 - c) changes of the product to be delivered for equivalent one with the same or better parameters, also as a result of documented improvement of the product quality or other parameters specific to a given element or as a result of documented change of technology for equivalent or better one, as far as it brings notable benefits to the Contracting Party and does not change the Contract value (by consent of the Contracting Party).

2. No change to this Contract will be valid and effective unless made by mutual consent of the Parties and expressed in writing in the form of annex to this Contract.

§ 9. Subcontracting (if applicable)

1. The Contactor shall be fully liable to the Contracting Party for any works that are subcontracted by the Contractor.
2. The Contractor shall present to the Contracting Party data on subcontractor(s), company name, address and persons authorised to contact the Contracting Party (surname, name, phone number, fax number, e-mail).
3. The Contractor undertakes to pay a remuneration to its subcontractors on the basis of legal relationship between the Contractor and its subcontractors.

§ 10. Miscellaneous provisions

1. No change or supplement to this Contract will be valid and effective unless made in writing.
2. Any disputes arising out of the performance of this Contract will be resolved by the court having its jurisdiction over the Contracting Party's seat.
3. Any matters that are not covered by this Contract shall be governed by the provisions of the Polish Civil Code and the Act – Public Procurement Law.
4. This Contract shall come into force on the date it is signed by the Parties.
5. This Contract has been executed in 3 identical counterparts, with the Contracting Party receiving 2 counterparts and the Contractor receiving 1 counterpart.

FOR THE CONTRACTING PARTY

FOR THE CONTRACTOR

.....

.....

Appendix 3 to Terms of Reference/ *Załącznik nr 3 do SIWZ*

Państwowy Instytut Geologiczny –
 Państwowy Instytut Badawczy (PIG-PIB)
 Polish Geological Institute – National
 Research Institute
 00-975 Warsaw
 ul. Rakowiecka 4

T E N D E R / O F E R T A

In reference to the open tendering announcement No. EZ-240-34/2013 for the following public contract/ *Nawiązując do ogłoszenia o przetargu nieograniczonym sygn. EZ-240-34/2013 na:*

Delivery of heavy liquid – aqueous solution of sodium heteropolytungstate /Dostawa cieczy ciężkiej – wodnego roztworu heteropoliwolframanu sodu

we, the undersigned, acting for and on behalf of/ *My niżej podpisani działając w imieniu i na rzecz:*

.....
(business name and address of Economic Operator/ s)
(in case of applying jointly for the contract, specify the business names and addresses of all Economic Operators)/ nazwa
(firma) dokładny adres Wykonawcy/ Wykonawców)
(w przypadku składania oferty przez wykonawców wspólnie ubiegających się o udzielenie zamówienia należy podać
nazwy(firmy) i adresy wszystkich tych Wykonawców

- I. We offer that the procurement will be completed in compliance with the ToR requirements: /
 Oferujemy realizację zamówienia zgodnie z wymaganiami SIWZ:

Item No.	Product name	Quantity	Net unit price *	Net value *	VAT tax	Gross price *
<i>a</i>	<i>b</i>	<i>d</i>	<i>e</i>	<i>f (d x e)</i>	<i>g</i>	<i>h = f + g</i>
1	Heavy liquid –sodium heteropolytungstate	72 l				
					Σ	

The Bid's net price, in words/ *Cena oferty netto słownie:* PLN/EUR

The Bid's gross price, in words/ *Cena oferty brutto słownie:* PLN/EUR

**Prices may be stated in PLN/EUR according to the Contractor's choice./ Ceny mogą być zgodne z wyborem Wykonawcy podane w PLN/EUR*

If prices are denominated in PLN, gross prices should be stated./ W przypadku podania cen w PLN należy wpisać ceny brutto

- II. The subject-matter of this contract shall be delivered as from the effective date of the Contract by 31/12/2013, in accordance with the Delivery Schedule, which is included in Appendix No. 1 to the

ToR./ Przedmiot niniejszego zamówienia, realizowany będzie od daty zawarcia umowy do dnia 31.12.2013r., zgodnie z harmonogramem dostaw, który znajduje się w załączniku nr 1 do SIWZ.

III. We represent and warrant that/ *Oświadczamy, że:*

1. We have read the contents of the Terms of Reference, and in particular the description of the contract subject matter (Appendix 1 to the Terms of Reference) and the terms and provisions of the agreement (Appendix 2 to the Terms of Reference), and we are going to perform the contract in line with the conditions and the rules as specified there by the Awarding Entity./ *Zapoznaliśmy się z treścią SIWZ, a w szczególności z opisem przedmiotu zamówienia (zał. 1 SIWZ) i z postanowieniami umowy (zał. 2 SIWZ) oraz, że wykonamy zamówienie na warunkach i zasadach określonych tam przez Zamawiającego.*
2. We have received the information necessary to prepare this tender./ *Otrzymaliśmy konieczne informacje do przygotowania oferty.*
3. We accept the tender expiry term as specified in the Terms of Reference, and should our tender be selected we will sign the agreement pursuant to the conditions as specified in the Terms of Reference and at the place and on the time to be indicated by the Awarding Entity./ *Akceptujemy wskazany w SIWZ termin związania ofertą, w razie wybrania naszej oferty zobowiązujemy się do podpisania umowy na warunkach zawartych w SIWZ w miejscu i terminie wskazanym przez Zamawiającego.*
4. We are going to perform the contract with our sole effort**/ We are going to entrust the following part of the contract to subcontractors (please specify the planned scope to be entrusted to subcontractors)/ *Zamówienie wykonamy samodzielnie**/ Część zamówienia (określić zakres przewidywany do powierzenia podwykonawcom.....- zamierzamy powierzyć podwykonawcom**.*
5. Aware of the criminal liability, we hereby represent and warrant that the documents enclosed with this tender describe the current legal and actual status as at the date of its submission (Article 297 of the [Polish] Criminal Code)./ *Świadom (-i) odpowiedzialności karnej oświadczam (-y), że załączone do oferty dokumenty opisują stan prawny i faktyczny aktualny na dzień złożenia niniejszej oferty (art. 297 k.k.).*
6. All correspondence pertaining to this contract should be addressed to/ *Wszelką korespondencję w dotyczącą niniejszego zamówienia należy kierować na:*

Full name/ <i>Imię i nazwisko</i>	
Institution/ <i>Instytucja</i>	
Address/ <i>Adres</i>	
Fax	
Telephone	
E-mail	

7. The documents on pages from to contain information which is a business secret, as defined in the Act on combating unfair competition, and as such must not be disclosed to the other participants of the contracting procedure (please fill in, if applicable)./ *Dokumenty zawarte na stronach oddo zawierają informacje stanowiące tajemnicę przedsiębiorstwa w rozumieniu przepisów o zwalczaniu nieuczciwej konkurencji i nie mogą być ujawniane pozostałym uczestnikom postępowania (wypełnić jeśli dotyczy).*

8. The entire tender is hereby submitted on pages numbered consecutively. The following constitute the appendices to this tender and its integral part/ *Na kolejno ponumerowanych stronach składamy całość oferty. Załącznikami do niniejszej oferty, stanowiącymi jej integralną część są:*

- 1)
- 2)
- 3)

*** delete or fill in as appropriate/ ** odpowiednio skreślić albo wypełnić*

Ref. / Lp.	Full name of the person(s) authorised to represent the Economic Operator or holding the power of attorney/ <i>Nazwisko i imię osoby (osób) uprawnionej(ych) do reprezentowania Wykonawcy lub posiadającej (ych) pełnomocnictwo</i>	Signature(s) of the authorised person(s)/ <i>Podpis(y) osoby(osób) uprawnionej(ych)</i>	Place and date/ <i>Miejscowość i data</i>

Appendix 4 to Terms of Reference/ Załącznik nr 4 do SIWZ

OPERATOR'S DECLARATION
of
COMPLIANCE WITH PARTICIPATION CONDITIONS/
OŚWIADCZENIE WYKONAWCY
O SPEŁNIANIU WARUNKÓW UDZIAŁU W POSTĘPOWANIU

We, the undersigned, acting for and on behalf of/ *My, niżej podpisani, działając w imieniu i na rzecz:*

.....

.....

.....

(business name and address of Economic Operator/ Operators applying jointly for the contract)/
(nazwa /firma/ i adres Wykonawcy/ Wykonawców wspólnie ubiegających się o udzielenie zamówienia)

hereby certify that by applying for the following public contract/ *niniejszym oświadczamy, że ubiegając się o zamówienie publiczne na:*

Delivery of heavy liquid – aqueous solution of sodium heteropolytungstate /Dostawę cieczy ciężkiej – wodnego roztworu heteropoliwolframanu sodu

we comply with the conditions set out in article 22.1 of the Public Procurement Law (Dziennik Ustaw official journal, year 2010, No. 113, item 759, as amended)/ *spełniamy warunki o których mowa w art. 22 ust. 1 ustawy Prawo zamówień publicznych (t. j. Dz. U. z 2010 r. Nr 113, poz. 759 z późn. zm.).*

Ref. / Lp.	Full name of the person(s) authorised to represent the Economic Operator or holding the power of attorney/ <i>Nazwisko i imię osoby (osób) uprawnionej(ych) do reprezentowania Wykonawcy lub posiadającej (ych) pełnomocnictwo</i>	Signature(s) of the authorised person(s)/ <i>Podpis(y) osoby(osób) uprawnionej(ych)</i>	Place and date/ <i>Miejsowość i data</i>

DECLARATION
of
NO GROUNDS FOR EXCLUSION/
OŚWIADCZENIE
O BRAKU PODSTAW DO WYKLUCZENIA Z POSTĘPOWANIA

We, the undersigned, acting for and on behalf of/ *My niżej podpisani, działając w imieniu i na rzecz:*

.....

.....

.....

(business name and address of Economic Operator)/ (nazwa /firma/ i adres Wykonawcy)

hereby certify that by applying for the following public contract/ *niniejszym oświadczamy, że ubiegając się o zamówienie publiczne na:*

Delivery of heavy liquid – aqueous solution of sodium heteropolytungstate /Dostawę cieczy ciężkiej – wodnego roztworu heteropoliwolframanu sodu

we are not exempted from participating in the procedure for the public contract under article 24.1 of the Public Procurement Law (Dziennik Ustaw official journal, year 2010, No. 113, item 759, as amended)/ *nie podlegamy wykluczeniu z postępowania o udzielenie zamówienia publicznego na podstawie art. 24 ust. 1 ustawy Prawo zamówień publicznych (t. j. Dz. U. z 2010 r. Nr 113, poz. 759 z późn. zm.).*

Ref. / Lp.	Full name of the person(s) authorised to represent the Economic Operator or holding the power of attorney/ <i>Nazwisko i imię osoby (osób) uprawnionej(ych) do reprezentowania Wykonawcy lub posiadającej (ych) pełnomocnictwo</i>	Signature(s) of the authorised person(s)/ <i>Podpis(y) osoby(osób) uprawnionej(ych)</i>	Place and date/ <i>Miejscowość i data</i>

For Economic Operators applying jointly for the public contract, each of them submits this certificate separately./

W przypadku Wykonawców wspólnie ubiegających się o udzielenie zamówienia oświadczenie składa każdy z Wykonawców oddzielnie.

Appendix 6 to Terms of Reference/ Załącznik nr 6 do SIWZ

Economic Operator (stamp)/ Wykonawca (pieczęć):

Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy
(Polish Geological Institute – National Research Institute)

ul. Rakowiecka 4

00-975 Warsaw

DECLARATION/ OŚWIADCZENIE

By submitting the tender in the open tendering procedure for the following public contract: **“Delivery of heavy liquid – aqueous solution of sodium heteropolytungstate ”** (ref. EZ-240-34/2013), I/we hereby certify that I/we belong to the same capital group mentioned in Article 24.2.5 of Public Procurement Law of 29 January 2004 (Dziennik Ustaw official journal, year 2010, No. 113, item 759, as amended), comprising the following subsidiaries:/I do not belong to a capital group*/ *Składając ofertę w postępowaniu o udzielenie zamówienia publicznego prowadzonego w trybie przetargu nieograniczonego na: „Dostawę cieczy ciężkiej – wodnego roztworu heteropoliwolframanu sodu”, znak sprawy: EZ-240-34/2013 oświadczam/-y, że należę do tej samej grupy kapitałowej, o której mowa w art. 24 ust. 2 pkt 5 z dnia 29 stycznia 2004 r. Prawo zamówień publicznych (Dz. U. z 2010 r., Nr 113, poz. 759 z późn. zm.), w skład której wchodzi następujące podmioty:/nie należę do grupy kapitałowej**

Ref. / Lp.	Full name of the person(s) authorised to represent the Economic Operator or holding the power of attorney/ <i>Nazwisko i imię osoby (osób) uprawnionej(ych) do reprezentowania Wykonawcy lub posiadającej (ych) pełnomocnictwo</i>	Signature(s) of the authorised person(s)/ <i>Podpis(y) osoby(osób) uprawnionej(ych)</i>	Place and date/ <i>Miejscowość i data</i>

*delete as appropriate – if the Economic Operator does not cross out anything, the Awarding Entity will deem the Economic Operator not to belong to any capital group./ **niepotrzebne skreślić - jeżeli Wykonawca nie dokona skreślenia, Zamawiający uzna, iż Wykonawca nie należy do grupy kapitałowej*