TERMS OF REFERENCE

Regarding proceedings conducted by means of request for quotation titled

**Performing a classifier service for the Remote monitoring and optimization system for the operation and safety of the marine vessel.**

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CHAPTER 1

INSTRUCTIONS FOR CONTRACTORS

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| SECTION I Details of the ordering party |

**JPP MARINE LLC Limited Partnership**

**Andrzeja Antosiewicza 1 street**

**71-642 Szczecin**

**National Court Register: 0000555540**

**NIP number: 9552370283**

**REGON number: 361367614**

**The website of the Ordering Party** <http://jppmarine.com>

**Business hours:**

**Monday – Friday from 8 am till 4pm**

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| SECTION II Contract awarding procedures |

1. The proceedings shall be conducted without application of the provisions of the Act of September 11, 2019 Public Procurement Law (Journal of Laws of 2022, item 1710 as amended.) – hereinafter referred to as PPL.
2. The contract is executed within the framework of the project „Optimal Vessel – research, testing and preparation for implementing a prototype of a remote monitoring and optimization system for the operation and safety of a marine vessel” with the POIR (SG OP) number .01.01.01-00-0860/17-06, co-funded by the European Union within Measure 1.1 Smart Growth Operational Programme 2014-2020
3. The Ordering Party **reserves**  the right to negotiate.
4. Type of contract: services.
5. The Ordering Party informs that no preliminary market consultations have been conducted for the contract in question **no preliminary market consultations have been conducted for the contract in question**.

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| SECTION III Description of the contract |

1. The scope of the contract is **the performance of the classifier service for the Remote monitoring and optimization system for the operation and safety of a marine vessel**
2. The primary place or location of services is Szczecin, code NUTS PL424 Miasto Szczecin
3. Names and codes of the Common Procurement Vocabulary (CPV):

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| Main CPV code | 71630000-3 | Technical inspection and supervision services |
| Supplementary CPV code | 71631000-0 | Technical supervision services |

1. The Ordering Party informs that the contract is not divided into parts. Each contractor may submit only one tender, independently or as a representative of a company or a consortium. Submission of more than one tender by one contractor will result in rejection of all their tenders. The reason for not dividing the contract into parts is the homogenous nature of the contract. Division is considered inexpedient due to specificity and need to ensure comprehensive implementation of the service.
2. The Ordering Party does not allow the submission of a variant tender.
3. The Ordering Party shall provide the possibility of price negotiations with the contractor whose tender will be the most advantageous tender, especially if the price of the most advantageous tender exceeds the resources allocated for the execution of the contract.
4. The Ordering Party does not predict reimbursement of participation expenses.
5. Scope:
6. The subject of the contract is the implementation of **services** indicated in Chapter 2 of ToR;
7. A detail description of the contract is enclosed in Chapter 2 of ToR.

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| SECTION IV Information on documentary evidence in question |

The Ordering Party does not require the documentary evidence in question.

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| SECTION V Deadline for completion |

Contract deadline is up to 90 calendar days from the date of signing the contract.

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| SECTION VI Grounds for exclusion |

1. The Ordering Party shall exclude the following contractor from the contract award procedure:
2. one which has capital ties with the Ordering Party, whereas capital ties are understood as mutual ties between the Ordering Party, or persons authorized to undertake obligations on their behalf, or persons performing operations on their behalf in preparation and execution of the selection of the contractor, and the contractor, consisting primarily of the following
3. participating in the company as a shareholder in a civil partnership or partnership
4. holding at least 10% of shares or stock
5. holding the position of a member of the supervisory or managing authority, proxy, attorney
6. being in a marital relationship, in a relationship of direct kinship or affinity, second degree kinship or secondary affinity, or by adoption, custody, guardianship, or being in a relationship other than those indicated in points a -d if they violate the principles of competitiveness (including the rules of expenditure on public funds as described in Chapter 2 , point 4) of the Guidelines.
7. A contractor may be excluded by the Ordering Party at any stage of the procurement proces.

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| **SECTION VII Information on the participation conditions in the contract awarding procedure** |

1. Procurement may be sought by Contractors who are not subject to exclusion, according to the rules set forth in Chapter 1, Section VI of the ToR, and meet the conditions for participation in the proceedings set out hereinafter by the Ordering Party.
2. Tenders may be sought by Contractors who meet the conditions regarding
3. **the capacity to conduct business**

The contracting authority does not impose a condition in this regard.

1. **authority to conduct specific business or professional activities, if it arises from separate regulations**

The contracting authority does not impose a condition in this regard.

1. **economic or financial situation**

The contracting authority does not impose a condition in this regard.

1. **Technical or professional capacity**

The contracting authority does not impose a condition in this regard.

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| SECTION VIII List of documentary evidence in question |

1. **Documents required at the tender submission stage**
2. The Contractor shall attach to the tender the following
3. a statement of non-exclusion, valid as of the date of submission of tenders, according to the model attached as **Attachment No. 2 to the ToR**
4. The statement shall be submitted, otherwise being invalid, in writing or in electronic form, or in electronic form bearing a qualified e-signature, or a trusted signature, or a personal signature, or in a scan of a hand-signed document by an authorized person. If a joint tender is submitted, the aforementioned statement shall be submitted by each of the Contractors submitting a joint tender.

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| SECTION IX Information regarding means of communication by which the Ordering Party will contact Contractors |

1. In the relevant public procurement procedure, communication between the Ordering Party and the Contractor shall be carried out through a postal operator within the framework of the Act of November 23, 2012 – Postal Law (i.e., Journal of Laws of 2020 item 1041, 2320), in person, through a courier, or by means of electronic communication within the Act of July 18, 2002 on the provision of services by electronic means (i.e., Journal of Laws of 2020, item 344), with reservation of the following points

1) The tender with its attachments must be submitted

1. in writing, otherwise invalid, to the address of the Ordering Party specified in Section 1, or
2. in digital form or electronic form, which is defined as documents bearing a qualified signature, trusted signature or personal signature, or a scan of a hand-signed tender by e-mail to the following e-mail address [marta@jppmarine.com](mailto:marta@jppmarine.com)

**It is also acceptable to submit scans of the tender signed by an authorized person along with scans of the attachments to the tender.**

1. The Ordering Party favors communication by electronic means when transferring the following documents
2. contractor’s questions and the Ordering Party’s clarifications of the content of the ToR;
3. request towards the contractor for clarification of the contents of the tender and the contractor’s response;
4. request towards the contractor to supplement the tender;
5. a request for clarification of elements of the tender affecting the price and the contractor's response;
6. information on correction of apparent writing or accounting errors in the contents of the tender;
7. a request to the Ordering Party to consent to an extension of the tender binding period and the contractor's response,
8. statement of the contractor on extension of the tender binding period,
9. notification on selection of the most advantageous tender,
10. All letters, documents, statements, etc. submitted during the proceedings between the Ordering Party and contractors must be made in Polish.

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| SECTION X Designation of persons authorized to communicate with the contractors. Information on means of communication between the Ordering Party and Contractors as well as information on technical and organizational requirements for preparing, sending, and receiving electronic correspondence |

* 1. The person designated by the Ordering Party to communicate with the contractors is Elżbieta Mitura, phone number 661 122 950, e-mail: [ela.mitura@gmail.com](mailto:ela.mitura@gmail.com).
  2. Communication between the Ordering Party and Contractors shall be carried out by means of electronic communication.
  3. Statements, requests, notices, and information shall be regarded upon the date of their submission (receipt) by means of electronic communication.
  4. Contractors may seek clarification of the content of the ToR by addressing their inquiries to the Ordering Party, indicating the procedure number specified in the ToR. Inquiries should be submitted via e-mail towards [ela.mitura@gmail.com](mailto:ela.mitura@gmail.com).
  5. The contractor, as a professional operator, is obliged to verify notifications and messages sent by the Ordering Party, as the notification system may fail or the notification may end up in the SPAM folder.
  6. The Ordering Party is obliged to provide explanations immediately, but no later than 2 days prior to the deadline for submission of tenders, provided that the Request for clarification of the content of the Terms of Reference has been received by the Ordering Party no later than 4 days prior to the deadline for submission of tenders.
  7. If the Ordering Party does not provide explanations within the time limit referred to in point 6, it shall extend the deadline for submission of tenders by time necessary for all the contractors involved to familiarize themselves with the clarifications essential for proper preparation and submission of tenders.
  8. Extension of the deadline for submission of tenders shall not affect the time limit for submitting a Request for clarification of the content of the ToR, referred to in point 6.
  9. If a request for clarification of the content of the ToR has not been received by the deadline referred to in item. 6, the Ordering Party is not obliged to provide clarification of the ToR and is not obliged to extend the deadline for submission of tenders.
  10. The content of the inquiries along with the clarifications shall be provided by the Ordering Party to all contractors to whom it has provided the ToR.
  11. All clarifications and modifications, including amendments to deadlines, become an integral part of the terms of reference and are binding on the Ordering Party and Contractors.

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| SECTION XI Tender validity period |

1. The contractor shall be bound by the tender for no longer than **30 days** from the submission deadline, the first day of the tender period being the day on which the deadline for submission of tenders expires.
2. In the event that the selection of the most advantageous tender does not occur before the expiration of the tender binding period referred to in point. 1, the Ordering Party shall, before the expiration of the tender binding period, apply for consent of the contractors once to extend this deadline as indicated by the Ordering Party for a maximum of 30 days.
3. Extension of the tender binding period referred to in point. 2, requires the contractor to submit a written statement of consent to extend the tender binding period.
4. If the Ordering Party requires a tender bond, the extension of the tender binding period referred to in point. 2, shall occur along the extension of tender bond validity period or, if this is not possible, with the submission of a new tender bond for the extended tender bond period.

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| SECTION XII Description of the preparation of the tender and other documents required in the proceedings |

1. The tender content must adhere to the Terms of Reference content.
2. The Contractor shall bear all expenses of the preparation and submission of tender.
3. The Contractor is obliged to obtain all information necessary to prepare the tender and sign the contract.
4. the Ordering Party shall not be liable for submitting a tender in a manner inconsistent with ToR.
5. The tender shall be drawn up in Polish on the Tender Form - in accordance with **Attachment No. 1 to the ToR**. Along with the tender, the Contractor shall be obliged to submit
6. Appendix No. 2 - the statement referred to in Chapter 1, Section VIII, item. 1 1 a)ToR;
7. documents indicating the authority to sign the tender; relevant powers of attorney (if applicable);
8. Tenders will be evaluated according to criteria and regulations specified in Chapter 1, Section XV of the ToR. Contractors shall submit tenders in compliance with the requirements of the ToR.
9. The tender and its attachments shall be submitted no later than **June 28, 2023 at 12:00 pm**.

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| SECTION XIII Date of tender opening |

1. The date of tender opening shall be **June 28, 2023 at 12:30 pm**.
2. The Ordering Party shall, immediately after the opening of tenders, publish on the website of the proceedings information regarding
3. the names or surnames and registered offices, or locations of business, or residences of the contractors whose tenders have been opened;
4. the prices or costs included in tenders.

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| SECTION XIV Method of price estimation |

1. The contractor shall specify the net and gross value, VAT rate on the tender form.
2. The gross tender price must be given in Polish zloty with a precision of two decimal points.
3. The price shall be indicated digitally.
4. The price shall be evaluated on the basis of the ToR.
5. All elements of the tender shall include any discounts applied by the Contractor, that is, they must be included in the tender price.
6. All prices specified by the Contractor are binding and will be incorporated into the contract.
7. If a tender has been submitted, the selection of which would lead to the creation of a tax obligation for the Ordering Party in accordance with the Act of March 11, 2004 on tax on goods and services (i.e. Journal of Laws of 2020, item 106, as amended), for the purpose of applying the price criteria, the Ordering Party shall add to the price provided in this tender the cost of tax on goods and services to be settled by the Ordering Party. The Contractor in such a case is obliged to the following
8. to inform the Ordering Party that the selection of its tender will lead to the Ordering Party’s tax obligation;
9. indicate the name (type) of goods or services, the supply or provision of which will lead to tax obligation;
10. to indicate the value of the goods or services subject to the Ordering Party's tax obligation, without the amount of tax;
11. to indicate the rate of tax on goods and services that, to the contractor's knowledge, will apply.
12. Settlements will be made in PLN currency.

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| SECTION XV Description of the criteria for evaluation of tenders, including their significance and manner of evaluating them |

* + - 1. In selecting the most advantageous tender, the Ordering Party will follow criteria and their respective weights and will evaluate the fulfillment of the criteria as follows

**Gross value**  - **100 %**

* + - 1. Method of evaluating tenders based on the established criteria (1%=1point)

**Criterion 1** will be evaluated by the following

**Gross value = [(Cn : Cb) x 100 %] x 100**

whereas

Cn - bottom price (gross)

Cb - price derived from the evaluated tender (gross)

**The maximum points within the criterion will be awarded to the tender with the lowest price.**

1. The point score of a tender will be the total of points received by a given tender in the individual criteria.
2. As a result of the committee's analysis and evaluation of the tenders received, applying the statutory criteria and those specified in the ToR, the selection of the most advantageous tender will be made.
3. In the course of examination and evaluation of tenders, the ordering party may request clarifications from contractors regarding the content of submitted tenders and the evidence in question or other documents or statements submitted.
4. The contracting authority shall amend the contents of the tender:
5. Apparent writing errors,
6. apparent accounting errors, taking into account the accounting consequences of amendments made, and
7. other errors involving inconsistency of the tender with the contract documents, not leading to significant changes in the contents of the tender, immediately notifying the Contractor whose tender has been corrected accordingly.
8. In the case specified in item. 6 subsection 3, the contracting authority shall set an appropriate time frame for the contractor to agree to correct the error in the bid or to challenge its correction. Failure to respond within the specified period shall be deemed as consent to correct the error.
9. In the event that the total price of a tender submitted by the deadline is lower by at least 30% than the value of the contract plus the VAT due, as determined prior to the initiation of the procedure, or the arithmetic mean of the prices of all tenders submitted that are not subject to rejection, the Ordering Party shall request clarification of the calculation of the price or cost, or their significant components, to determine whether the tender does not comprise an abnormally low price. The duty to establish that the tender does not comprise an abnormally low price or cost rests with the contractor.
10. Rejected as a tender with an abnormally low price shall be the tender of the contractor who has not provided explanations within the prescribed time limit, or if the explanations submitted, along with evidence, do not justify the price quoted in the tender.

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| SECTION XVI Information on grounds for rejection of tenders |

1. The Ordering Party shall reject a tender if
2. it was submitted after the deadline for submission of tenders;
3. was submitted by a contractor
4. subject to exclusion from the procedure or not meeting the conditions for participation in the procedure, or
5. who has not submitted a statement or subjective evidence within the time limit specified, confirming absence of grounds for exclusion or meeting the conditions for participation in the procedure, or other documents or statements,
6. it is invalid under separate regulations;
7. its content is inconsistent with the terms of the contract;
8. has not been prepared or transferred according to the technical and organizational requirements for the preparation or submission of tenders using electronic means of communication specified by the Ordering Party;
9. has been submitted pursuant to act of unfair competition within the meaning of the Act of April 16, 1993 on combating unfair competition;
10. contains an abnormally low price or cost in relation to the subject matter of the contract;
11. contains errors in calculation of price or cost;
12. the contractor gave no written consent to extend the deadline for the tender binding period;
13. the contractor gave no written consent to the selection of his tender after the expiry of the tender binding period;

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| SECTION XVII Information on formalities that must be completed following tender selection to establish a a public procurement |

1. The Ordering Party shall enter into a public procurement contract with the Contractor whose tender is considered the most advantageous.
2. In case of selecting a tender submitted by Contractors jointly applying for granting the contract, the Ordering Party reserves the right to demand before signing the public procurement contract, a contract regulating the cooperation of these Contractors.
3. If the contractor whose tender was selected as the most advantageous evades the signing of the public procurement contract, the ordering party may re-examine and evaluate the tenders from the remaining contractors in the procedure, and select the most advantageous tender or cancel the procedure.
4. the Contractor will be obliged to sign the contract on the date indicated by the Ordering Party.

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| SECTION XVIII Transparency of proceedings. Information on the processing of personal data |

1. The Ordering Party informs that the contract award procedure is open to the public.
2. The protocol and its attachments shall be public and made available upon request. The tenders and their attachments shall be made available upon request immediately after the opening of the tenders. If the submission of a request for the right referred to in Article 18 (1) of Regulation 2016/679 results in a restriction of the processing of personal data in the protocol of the proceedings or attachments thereof, the Ordering Party shall not make such data available from the date of conclusion of the contract award procedure, unless the conditions referred to in Article 18 (2) of Regulation 2016/679 apply.
3. Under Article 13 (1) and (2) of Regulation (EU) 2016/679 of the European Parliament and the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data, and on the free movement of such data, and the repeal of Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1), hereinafter referred to as "RODO"”, I hereby inform that

* The controller of your personal data is **JPP MARINE Sp. z o.o. Sp. K., ul. Andrzeja Antosiewicza 1, 71-642 Szczecin**. (JPP MARINE LLC Limited Partnership at Andrzeja Antosiewicza 1 street, 71-642 Szczecin)
* Your personal data will be processed on the basis of Article 6 (1) letter C of RODO for purposes related to the aforementioned public procurement proceedings.
* the recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available;
* Your personal data will be kept for a period of 2 years from December 31 of the year following the submission to the EC of statements of expenditures that include final expenditures for the Project;
* the obligation of providing personal data directly concerning you is a legal requirement, related to participation in the proceedings for the award of a public contract;
* with regard to your personal data, decisions will not be made by automated means, pursuant to Article 22 of RODO;
* You have
* pursuant to Article 15 of RODO, the right to access personal data concerning you;
* pursuant to Article 16 of RODO, the right to rectify your personal data;
* pursuant to Article 18 of RODO he right to request the controller to restrict the processing of your personal data, subject to the cases referred to in Article 18 (2) in RODO;
* the right to file a complaint with the President of the Office for Personal Data Protection if you consider processing of personal data concerning you violates the provisions of RODO;
* You do not have:

1. Pursuant to Article 17 (3) letters b, d or e in RODO the right to remove your personal data;
2. the right to transfer personal data referred to in Article 20 of RODO;
3. **pursuant to Article 21 RODO, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6 (1) letter c RODO**.
4. The disclosure referred to in item 2 shall apply to all personal data, with the exclusion of the data referred to in Article 9 (1) of Regulation 2016/679, collected in the course of the contract award procedure. Restrictions on the principle of public disclosure referred to in item 17 and Article 18 (3)-(6) of the PPL shall apply accordingly.
5. If the person whose personal data are processed by the Ordering Party exercises the right referred to in Article 15 (1)-(3) of Regulation 2016/679, the Ordering Party may require the person making the request to indicate additional information aimed at specifying the name or date of the completed procurement procedure.
6. If the person whose personal data are processed exercises the right to rectify or supplement personal data, as provided for in Article 16 of Regulation 2016/679, this must not affect the integrity of the record of proceedings and its attachments.
7. Information constituting a business secret within the meaning of the provisions on combating unfair competition shall not be disclosed if the contractor, along with the submission of such information, noted that it may not be revealed and demonstrated that the reserved information constitutes a business secret.
8. A business secret within the meaning of Article 11(2) of the Act of April 16, 1993 on Combating Unfair Competition (i.e. Journal of Laws of 2020, item. 1913) shall be defined as undisclosed to the public technical, technological, organizational information of an enterprise or other information of economic value, which as a whole, or in a particular composition and set of its elements, is not widely known to persons ordinarily dealing with this type of information, or is not easily accessible to such persons, provided that those entitled to use or dispose of the information undertook, with due diligence, actions to maintain its confidentiality, i.e. when submitting a tender, specified that it cannot be made available to other participants in the proceedings, and demonstrated that the classified information constitute a business secret. Any information that the Contractor reserves as a business secret should be submitted in a legible manner that allows its identification as a business secret.
9. Disclosure of the unclassified contents of tenders will be made according ttto the following rules
10. the person concerned is obliged to request the Ordering Party to provide access to the contents of the protocol and/or attachments to the protocol,
11. the Ordering Party will determine, taking into account the disclaimer of business secrecy submitted in the tender, the scope of information that can be made available,,
12. following carrying out the above procedures, the Ordering Party will immediately make available to the applicant the protocol and/or attachments to the protocol.

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| SECTION XIX Grounds for cancelling the proceedings |

1. **The Ordering Party shall terminate the contract award procedure if:**
2. no tenders were submitted
3. all tenders were subject to rejection
4. the price of the most advantageous tender, or the tender with the lowest price, exceeds the amount that the Ordering Party intends to grant the contract, unless the Ordering Party can increase this amount to the price of the most advantageous tender
5. a significant change of circumstances has occurred, causing the conduct of proceedings, or execution of the contract, not to be in the public interest which could not have been foreseen earlier
6. the procedure suffers from an unrecoverable defect that makes it impossible to conclude a public procurement contract that cannot be invalidated
7. the contractor has not provided the required performance bond or has evaded signing the public procurement contract,
8. The Ordering Party shall simultaneously notify all Contractors who applied for the award of the contract of the cancellation of the award procedure, giving the factual and legal justification by posting the information on the website of the procedure conducted.
9. In addition, the Ordering Party reserves the right to cancel the proceedings without providing reasons.

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# CHAPTER 2

# DETAILED DESCRIPTION OF THE OBJECT OF CONTRACT

1. The subject of the contract is the selection of a contractor for the classifier service for the Remote Monitoring and Optimization System for the operation and safety of a marine vessel - i.e., the selection of a Classification Society that will carry out services for the issuance of documents, certificates authorizing the installation and usage of the Optimal Vessel system on vessels at sea in accordance with the classifier's documents and commonly applicable standards, including standards determined as a result of consultations with the Ordering Party.
2. The certification process should, among other things, confirm the correctness of the data collection, transmission and recording process by the Optimal Vessel system, and thus its reliability for maritime documentation purposes.
3. The Optimal Vessel system is used to collect data from ship's navigational systems according to NMEA0183 protocol and from ship's engine room equipment using analog signals such as 4-20 mA or communication protocols such as modbus. The system also has forms for the crew to fill out reports. The data collected in this way are recorded on the vessel and sent ashore to the shipowner's headquarters.
4. The purpose of installing the system on the vessels is to optimize the operation of the vessel and increase the safety of navigation.
5. The system does not allow the unit to be controlled automatically.
6. the Optimal Vessel System has passed the testing phase on the Norderney and Sunrise vessels owned by the shipowner Sunship Schiffahrtskontor KG.
7. As part of the contract performance, the contractor shall cover all costs of service delivery, testing, including costs of business trips and necessary travel.

A detailed description of the system subject to classification is specified in Appendix no. 3 to this - "Optimal Vessel - Technical Documentation: System Description"

**CHAPTER 3**

**AGREEMENT TEMPLATE**

Agreement signed on the date of ......................................... in Szczecin between

JPP MARINE limited liability company limited partnership seated in Szczecin at Antosiewicza 1 street, 71-642 Szczecin, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court Szczecin-Centrum in Szczecin XIII Economic Department of the National Court Register under the numbers KRS: 0000555540, NIP: 9552370283, REGON: 361367614, represented by the general partner **JPP MARINE limited partnership seated in Szczecin,** Antosiewicza 1 street, 71-642 Szczecin, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court Szczecin-Centrum in Szczecinie XIII Economic Department of the National Court Register under the numbers KRS: 0000509671, NIP: 9552356260, REGON: 321518599, with a share capital of 5.000,00 PLN (zł), represented by

Zbigniew Jagniątkowski - Chairman of the Board of the General Partner,

Hereinafter referred to as the **Ordering Party,**

**and**

**………………………..,**

NIP number: ……………………

REGON number:……………….,

represented by

………………………

Hereinafter referred to as **Contractor**

hereinafter referred to collectively as the Parties, and separately as the Party,

As a result of proceeding No**. OV/01/05/2023** in the form of a request for quotation, in accordance with Chapter 6, point 6.5.2 of the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, the following agreement has been reached,

**§ 1**

1. The subject of the contract is the provision of services by the Contractor to the Ordering Party in the field of testing and then (if successful) the issuance of certificates authorizing the installation and usage of the Optimal Vessel system on vessels in accordance with the classifier's requirements and commonly applicable standards, including standards determined through consultation with the Ordering Party.
2. The certification process confirm the correctness of the data collection, transmission and recording process by the Optimal Vessel system, and thus its reliability for maritime documentation purposes.
3. The Optimal Vessel system is used to collect data from ship's navigational systems according to NMEA0183 protocol and from ship's engine room equipment using analog signals such as 4-20 mA or communication protocols such as modbus. The system also has forms for the crew to fill out reports. The data collected in this way are recorded on the vessel and sent ashore to the shipowner's headquarters.
4. The purpose of installing the system on the vessels is to optimize the operation of the vessel and increase the safety of navigation.

**§ 2**

The execution of the subject of the Agreement by the Contractor shall take place within a **maximum period of 90 calendar days from the date of signing the Agreement**

**§ 3**

1. The Contractor states that it possesses all legally prescribed authorizations (including decisions), as well as technical, personal and economic potential, in order to perform the subject matter of this Agreement, in accordance with the requirements specified in the tender request, existing law, technical standards, and commits to hold the aforementioned authorizations continuously, throughout the period of execution of this order.
2. The Contractor shall perform the subject matter of the Agreement in accordance with the description of the contract subject matter, included in the ToR, and with the legal regulations in force.
3. The Contractor shall be liable to the Ordering Party for all damages resulting from failure to perform or improper performance of the subject matter of the Contract, tortious acts or actions inconsistent with the Agreement and regulations in force with respect to the subject matter of the contract.
4. the Contractor shall be fully and solely responsible for the performance quality of the subject matter of the Agreement.
5. As part of the performance of the contract, the Contractor commits to paying all costs of service delivery, testing, including business travel and necessary travel.

**§ 4**

1. The parties agree that for completion of the Agreement's subject, the Contractor shall be owed a payment in the amount of ...... plus applicable VAT, which shall be paid on the basis of an invoice issued by the Contractor.
2. Payment of remuneration shall be made by wire transfer to the Contractor's bank account indicated on the invoice, within 14 days from the date of delivery to the Ordering Party of a correctly issued invoice. The day of payment shall be considered by the Parties as the day of charging the Ordering Party's bank account.
3. Pursuant to Article 106n of the Law on Value Added Tax of March 11, 2004 (Journal of Laws 2022.931 i.e. dated 29.04.2022, as amended), the Ordering Party agrees to deliver the invoice in electronic form. The proper address for sending the invoice is ................... The Ordering Party commits to notifying the Contractor about the change in this regard.
4. The Contractor declares that he has the status of a large entrepreneur within the meaning of the provisions of the Act of March 8, 2013 on the prohibition of excessive delays in commercial transactions (Journal of Laws 2022.893 i.e. dated 25.04.2022, as amended.).

**§ 5**

1. the Ordering Party shall have the right to terminate the Agreement immediately (without notice) and claim from the Contractor a contractual penalty in the amount of 20% of the net remuneration due to the Contractor, referred to in § 4 paragraph 1, in case of delay in the execution of the order within the deadline referred to in § 2.
2. The Ordering Party shall inform the Contractor in writing about the contractual penalty by sending a debit note and request for payment. The Contractor within 3 working days may indicate the reasons why the penalty should not be imposed (with factual and legal justification). If the penalty is not received within the aforementioned period by e-mail/written information to the Ordering Party to the address : .......... about the negation of the contractual penalty, the Ordering Party shall have the right to seek payment of the contractual penalty in court.
3. Payment of the contractual penalty shall be made within 14 days from the date of receipt by the Contractor of the debit note issued by the Ordering Party. However, after the expiration of the payment period referred to in the first sentence, the Ordering Party shall not be entitled to deduct the contractual penalty, together with any interest due for delay, from the Contractor's remuneration.
4. If the damage suffered by the Ordering Party exceeds the amount of the contractual penalty, it shall be entitled to claim from the Contractor, in addition to the contractual penalty, supplementary damages up to the amount of the actual damage, under the general rules of the Civil Code, notwithstanding the following paragraphs.
5. The Contractor shall be liable for failure to perform or improper performance of the Agreement up to the amount of remuneration specified in this Agreement.
6. The Contractor's liability for lost profits shall be excluded.

**§ 6**

1. The Contractor, in the context of the Contract, commits to the strict protection of all data provided to him for processing and to keep them confidential and not to transfer them to third parties, as well as to permanently destroying them immediately after the execution of the Contract subject and at any request of the Ordering Party, with the condition that the Contractor has the right to retain copies of data and documents for the purpose of settling the Contract, fulfilling financial and accounting obligations, defense against claims, as well as addressing any potential claims.
2. The obligation of confidentiality shall last for a period of 5 years after termination of the Contract for any reason.
3. The Contractor shall be liable for damages that arise to the Ordering Party or third parties as a result of unlawful processing of personal data by the Contractor.

**§ 7**

1. The Contractor states that in the performance of this Agreement it will/does not subcontract.
2. The Contractor shall be liable for the acts or omissions of the subcontractor as for its own acts or omissions.
3. Prior to performing the Agreement, the Contractor shall provide the names, contact information, and names of representatives of subcontractors involved in the performance of the Agreement, if already known. The Contractor shall notify the Ordering Party, within 3 days of the change occurring, of any changes with respect to the information referred to in the first sentence during the Agreement's execution, and shall also provide the required information on new subcontractors to whom it subsequently intends to entrust the Agreement's execution.
4. The Contractor's information about the circumstances indicated in paragraph 3 shall be in writing for its validity.

**§ 8**

1. All changes and additions to the content of this Agreement shall be in writing, otherwise being considered invalid.
2. The Ordering Party reserves the possibility of making significant changes to the Agreement in cases of
3. changes in generally applicable laws to the extent affecting the implementation of the Agreement in question;
4. arising of an official change in the VAT rate after the date of signing the Agreement;
5. due to any circumstances of force majeure, such as fortuitous event caused by external factors that could not have been foreseen with certainty, in particular, posing a direct threat to human life or health, or threatening to cause damage of significant size.
6. when the change is insignificant within the meaning of the public procurement regulations, especially when the total value of the changes is less than 10% of the value of the contract specified in the original contract, and the changes do not change the overall nature of the contract,
7. modification of the deadline for the execution of the Subject of the Agreement by a period corresponding to the suspension or delay of this deadline in the case of circumstances attributable solely to the Ordering Party or beyond control of both Parties, which resulted in suspension of the Agreement's execution or delay in its signing, with the extension of the Agreement's deadline up to October 15, 2023 at the most,
8. arising discrepancies or ambiguities in interpretation of terms used in the agreement, which cannot be otherwise removed, and the amendment will allow removal of discrepancies and clarification of the agreement for unambiguous interpretation of its provisions by the parties,
9. increasing the amount of the Contractor's remuneration, if justified by circumstances related to the scope and conditions of the Agreement - the parties' arrangement in this regard requires signing (otherwise being invalid) an annex to the Agreement.

**§ 9**

1. The designated contact persons for matters relevant to the Agreement are:
2. On the side of the Ordering Party …, e-mail address …, phone number …;
3. On the side of the Contractor …, e-mail address …, phone number. …
4. Due to the fact that there is a sharing between two data controllers - being the Parties to the contract - of personal data of representatives, proxies and attorneys of the Parties, as well as employees/co-workers, indicated in the contract or in the subsequent communication of the Parties as persons responsible for the contract execution or contact persons, the entity to which the aforementioned data has been disclosed becomes the controller of the data and should fulfill certain information obligations. The Contractor's data processing notice is included as part of Attachment No. 1 to this contract. The Ordering Party commits to providing the information clause to the above-mentioned persons.
5. The attachment in the form of the Contractor's data processing notice is an integral part of the Contract.
6. The Agreement has been drafted in three identical copies, each with the rights of original, including one copy of the Agreement for the Contractor and two copies of the Agreement for the Purchaser.
7. The Civil Code shall apply to issues not covered by this Agreement.
8. The Act of September 11, 2019 shall not apply to the Agreement. Public Procurement Law (Journal of Laws of 2022, item 1710).
9. Disputes arising from the execution of this Agreement shall be settled by a court of competent jurisdiction at the registered office of the Ordering Party.
10. The Contractor shall not accept any payment related to this Agreement other than those specified herein. The Contractor and its employees shall not engage in any activity or accept any benefit inconsistent with their obligations to the Ordering Party.
11. The Agreement shall become effective on the date on which it is signed by both Parties to the Agreement.