



**Państwowy Instytut Geologiczny**  
**Państwowy Instytut Badawczy**  
państwowa służba geologiczna  
państwowa służba hydrogeologiczna

**SPECIFICATION OF THE TERMS OF THE CONTRACT**

in the procedure for awarding a public contract conducted in the

**BASIC MODE WITH POSSIBILITY OF NEGOTIATION**

Pursuant to Article 275(2) of the Act of 11 September 2019 - Public Procurement Law (unified text of Journal of Laws of 2023, item 1605, as amended), with an estimated order value of less than EUR 215,000.00

designation of the case: **EZP.26.183.2023**

**SUBJECT-MATTER OF THE CONTRACT:**

**Analyses of isotopic ratios Pb, Sr and Sm-Nd in 29 rock samples (24 magmatic rocks and 5 carbonate rocks).**

**I APPROVE:**  
**Deputy Director of PIG-PIB**  
**Public Procurement**  
**Natalia Mosiądz**

**Warsaw, on 13.11.2023**

**pgi.gov.pl**

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Sąd Rejonowy dla m. st. Warszawy w Warszawie  
XIII Wydział Gospodarczy KRS, Nr 0000122099  
NIP 525-000-80-40

## **1. CONTRACTING AUTHORITY**

**Państwowy Instytut Geologiczny - Państwowy Instytut Badawczy [National Geological Institute - National Research Institute]**

**00-975 Warsaw**

**ul. Rakowiecka 4**

**NIP: 525-000-80-40**

**REGON: 000332133**

Entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000122099.

**Website of the proceedings:** <https://platformazakupowa.pl/pn/pgi>, hereinafter also referred to as “the Platform”.

## **2. THE ADDRESS OF THE WEBSITE WHERE CHANGES AND CLARIFICATIONS OF THE CONTENT OF THE ToR AND OTHER PROCUREMENT DOCUMENTS DIRECTLY RELATED TO THE PROCUREMENT PROCEDURE WILL BE MADE AVAILABLE**

Changes and clarifications of ToR and other procurement documents directly related to the procurement procedure will be made available on the website : <https://platformazakupowa.pl/pn/pgi>.

## **3. PROCEDURE FOR AWARDING THE CONTRACT**

- 3.1. The procedure for the award of the public contract in question is conducted on the basis of the provisions of the Act of 11 September 2019 Public Procurement Law (Journal of Laws of 2023, item 1605) - hereinafter referred to as the “PPL Act” - and implementing regulations issued on its basis, in particular the Regulation of the Ministry of Development, Labour and Technology on 30 December 2020 on subjective means of evidence and other documents or statements, what the Contracting Authority may request from the Contractor – hereinafter referred to as the “MR Regulation” – in the basic mode pursuant to Article 275(2) of the Polish Public Procurement Law and this Specification of the Terms and conditions of the Order, hereinafter referred to as the “ToR”.
- 3.2. The Contracting Authority provides for the selection of the most advantageous bid with the possibility of conducting negotiations in order to improve the content of the bids, which will be assessed under the bid evaluation criterion.
- 3.3. In the event that the Contracting Authority exercises the right under Article 275(2) of the PPL Act, the Contracting Authority provides for the possibility of limiting the number of contractors whom it will invite to negotiations to a number that will ensure competition – but not less than 3 and not more than 5. If the number of submitted bids is less than 3, the Contracting Authority will invite all contractors whose bids were not rejected to negotiate.
- 3.4. In order to limit the number of contractors invited to negotiate offers, the Contracting Authority will apply the criteria for evaluating bids described in point 17 of the ToR.
- 3.5. The Contracting Authority shall simultaneously inform all contractors who, in response to contract notices, submit an bid on contractors:
  - 3.5.1. whose bids have not been rejected and the scores awarded to the bids in each bid evaluation criterion and the total score,
  - 3.5.2. whose bids have been rejected, giving reasons in fact and in law,
  - 3.5.3. Who have not been qualified for negotiations and the score awarded to their bidders in each bid evaluation criterion and the total score, in the case referred to in Article 288(1) of the PPL Act.
- 3.6. The Contracting Authority, in the invitation to negotiate, will indicate the date and manner of conducting negotiations and the criteria for evaluating bids, within which negotiations will be conducted in order to improve the content of bids.
- 3.7. The negotiations will be confidential.
- 3.8. At the same time, the Contracting Authority shall inform all contractors whose bids were submitted in response to the contract notice and who took part in the negotiations of the conclusion of the negotiations and invite them to submit additional bids.
- 3.9. The Contracting Authority shall set a time limit for submitting additional bids taking into account the time needed to prepare these bids, but that time limit shall not be less than 5 days from the date of the invitation to submit additional bids.
- 3.10. The Contractor will be able to submit an additional bid, which will include new proposals regarding the content of the bid subject to evaluation within the criteria for the evaluation of the offers indicated by the Contracting Authority in the invitation to negotiations.
- 3.11. The additional bid may not be less favourable in any of the criteria for the evaluation of bids indicated in the invitation to negotiate than the bid submitted in response to the contract notice.
- 3.12. The bid shall cease to bind contractors to the extent that they submit an additional bid containing more favourable proposals under each of the criteria for the evaluation of bids indicated in the invitation to negotiate.
- 3.13. An additional bid which is less favourable in any of the criteria for the evaluation of bids indicated in the invitation to negotiate than the bid submitted in response to the contract notice shall be rejected.
- 3.14. The bid of the Contractor not invited to negotiate shall be deemed rejected.

- 3.15. If the Contracting Authority considers, after opening the bids, that it will not negotiate, it will select the most advantageous bid from among the non-rebuttable bids submitted in response to the contract notice.
- 3.16. The estimated value of the contract does not exceed the EU thresholds referred to in Article 3 of the Polish Public Procurement Law.
- 3.17. Pursuant to Article 310(1) of the PPL Act, the Contracting Authority provides for the possibility of cancelling the proceedings in question if the funds that the Contracting Authority intended to use to finance the whole or part of the contract were not granted to the Contracting Authority.
- 3.18. The Contracting Authority shall not organise an electronic auction.
- 3.19. The Contracting Authority does not provide for the submission of an bid in the form of electronic catalogues.
- 3.20. The Contracting Authority shall not conduct proceedings for the conclusion of a framework agreement.
- 3.21. The Contracting Authority does not specify additional requirements related to the employment of persons referred to in Article 96(2)(2) of the PPL Act.

#### **4. DESCRIPTION OF THE SUBJECT-MATTER OF THE CONTRACT**

- 4.1. The subject-matter of the contract is an analysis of isotopic ratios **Pb, Sr and Sm-Nd in 29 rock samples (24 magmatic rocks and 5 carbonate rocks)**.
- 4.2. A detailed description of the subject-matter of the contract are:  
Annex No. 1 to the ToR – “Description of the subject-matter of the contract”;  
According to the provisions of of Annex No. 2 to the ToR – “Proposed provisions of the contract”.
- 4.3. The Contracting Authority shall not allow submitting partial bids.  
The Contracting Authority does not provide for the possibility of dividing the order because in order to maintain the required quality of results it is necessary to perform all analyses from a given sample from one laboratory weight. It is not possible to measure one sample in several laboratories. In addition, splitting into parts may result in excessive technical difficulties, as well as excessive costs of the contract.
- 4.4. The Contracting Authority shall not allow submitting variant bids.
- 4.5. The Contracting Authority does not provide for the possibility of awarding contracts referred to in Article 214(1)(7) and (8) of the PPL Act.
- 4.6. CPV code and name:  
**71351910-5 - Geological services.**
- 4.7. The Contracting Authority does not reserve the right to apply for the award of the contract only by contractors referred to in Article 94 of the PPL Act.

#### **5. DATE OF ORDER COMPLETION**

The subject of the contract will be completed within 6 months from the date of conclusion of the contract – the deadline for implementation is the criterion for evaluating bids.

#### **6. SUBCONTRACTING**

- 6.1. The contractor may entrust the performance of part of the contract to subcontractors (subcontractors).
- 6.2. The Contracting Authority does not reserve the obligation to personally perform key parts of the contract by the Contractor.
- 6.3. The Contracting Authority requires that in the event of entrusting part of the contract to subcontractors, the Contractor shall indicate in the bid the parts of the contract, the performance of which he intends to entrust to subcontractors and provide (if he is aware at this stage) the names (companies) of these subcontractors.

#### **7. GROUNDS FOR EXCLUSION AND CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS**

- 7.1. Contractors shall be excluded from the procurement procedure, in relation to which there is any of the circumstances indicated in Article 108(1) and Article 109(1)(4) of the PPL Act and referred to in Article 7(1) of the Act of 13 April 2022 on specific measures to counteract aggression against Ukraine and to protect national security (Journal of Laws of 2022 item 835).  
The Contractor shall be excluded in accordance with Article 111 of the PPL Act, and for the period of circumstances referred to in paragraph 7(2) of the Act of 13 April 2022 on special solutions to counteract aggression against Ukraine and to protect national security (Journal of Laws of 2022 item 835).
- 7.2. The Contractor may participate in the proceedings who meet the following conditions for participation in the proceedings:
  - 7.2.1. **marketable capacity:**  
The Contracting Authority does not impose a condition in this respect;
  - 7.2.2. **the right to conduct a specific business or professional activity, provided that this is due to separate provisions:**  
The Contracting Authority does not impose a condition in this respect;
  - 7.2.3. **economic or financial situation:**  
The Contracting Authority does not impose a condition in this respect;
  - 7.2.4. **technical or professional capacity:**

The contractor shall fulfil the condition if it demonstrates that within the last three years before the end of the submission of bids it has completed at least 10 services consisting in the performance of isotope analyses Pb, Sr and Sm-Nd, documented by the list of publications.

- 7.3. The Contracting Authority, in relation to contractors jointly applying for the award of the contract, in relation to a condition relating to technical or professional capacity, allows the contractors to fulfil the condition jointly.
- 7.4. The Contracting Authority may, at any stage of the procedure, consider that the Contractor does not have the required capabilities if the Contractor has conflicting interests, in particular the involvement of technical or professional resources of the Contractor in other economic undertakings of the Contractor may have a negative impact on the performance of the contract.

## **8. RELIANCE ON RESOURCES OF OTHER ENTITIES**

- 8.1. The Contractor may rely on the technical or professional capacity of the entities providing the resources to confirm fulfilment of the conditions for participation in the proceedings, irrespective of the legal nature of the legal relations between them.
- 8.2. With regard to the conditions for experience, Contractors may rely on the skills of other entities sharing their resources, if these entities will implement works or services to which they requires such abilities.
- 8.3. The Contractor relying on the capacities or situation of the entities providing the resources shall submit, together with the Bid , a commitment of the entity providing the resources to put at its disposal the necessary resources for the performance of the Contract or other means of proof that the Contractor, while performing the Contract, shall have at its disposal the necessary resources of these entities. The model of the undertaking is **Annex No. 5 to the ToR**.
- 8.4. The Contracting Authority shall assess whether the technical or professional capacities made available to the Contractor by the entity providing the resources will allow the Contractor to demonstrate compliance with the conditions for participation in the Procedure, as well as examine whether there are any grounds for exclusion with respect to that entity which were provided to the Contractor.
- 8.5. If the technical or professional capacity of the entity providing the resources does not confirm that the Contractor meets the conditions for participation in the proceedings or the grounds for exclusion apply to that entity, the Contracting Authority shall demand that the Contractor replace that entity or entities within the time limit specified by the Contracting Authority or demonstrate that he independently meets the conditions for participation in the proceedings.

**NOTE:** A contractor may not, after the deadline for the submission of bids, rely on the capacity or situation of resource providers if, at the bid submission stage, it did not rely to the extent on the capacity or situation of resource providers.

- 8.6. The Contractor, in the case of relying on the capabilities or situation of entities providing resources, presents, together with the statement referred to in point 9.2.1 of the ToR, also a statement of the entity providing resources, confirming the lack of grounds for exclusion of this entity and accordingly meeting the conditions for participation in the proceedings, to the extent that the Contractor relies on its resources, in accordance with the catalogue of documents referred to in point 9 of the ToR

## **9. STATEMENTS AND DOCUMENTS TO BE PROVIDED BY THE ECONOMIC OPERATOR IN ORDER TO CONFIRM THE FULFILLMENT OF THE CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS AND TO DEMONSTRATE THE ABSENCE OF GROUNDS FOR EXCLUSION (SUBJECTIVE EVIDENCE)**

- 9.1. The bid consists of:
  - 9.1.1. **"Bid"** Form constituting Annex No. 3 to the ToR.
- 9.2. Statements or documents submitted **together with the bid**:
  - 9.2.1. A statement of non-exclusion and fulfilment of the conditions for participation in the proceedings, as at the date of submission of bids, in accordance with Annex No. **4 to the ToR**;
  - 9.2.2. documents giving rise to the right to sign the bid; relevant powers of attorney (if applicable);
  - 9.2.3. Declaration of the Contractors acting jointly, the content of which shows which deliveries will be made by individual Contractors referred to in point 11.2 of the ToR (if applicable);
  - 9.2.4. justification concerning the reservation of documents as a trade secret (if applicable).
- 9.3. The information contained in the statement referred to in point 9.2.1 of the ToR constitutes a preliminary confirmation that the Contractor is not subject to exclusion and meets the condition for participation in the proceedings.
- 9.4. Personal means of evidence required from the Contractor to confirm not being subject to exclusion and fulfilling the condition of participation in the proceedings include:
  - 9.4.1. the Contractor's statement, within the scope of Article 108(1)(5) of the Act, on not belonging to the same capital group, within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection (Journal of Laws of 2021, item 275 and 1086), with another Contractor who has submitted a separate Bid or statements on belonging to the same capital group together with documents or information proving that the bid was prepared independently of another Contractor belonging to the same capital group. The

- Contracting Authority shall withdraw from the request for a declaration if 1 bid is submitted in the proceedings;
- 9.4.2. A copy or information from the National Court Register or from the Central Register and Information on Economic Activity, within the scope of Article 109(1)(4) of the PPL Act, drawn up not earlier than 3 months before their submission, if separate provisions require entry in the register or records;
- 9.4.3. If the Contractor has its registered office or place of residence outside the territory of the Republic of Poland instead of the documents referred to above in 9.4.2. ToR submits a document or documents issued in the country in which the Contractor has its registered office or residence, confirming that its liquidation has not been opened, bankruptcy has not been declared, its assets are not managed by the liquidator or court, has not concluded an arrangement with creditors, its business activities shall not be suspended or in any other such situation arising from a similar procedure provided for in the rules of the place where the procedure was initiated. The documents should be issued not earlier than 3 months before their submission;
- 9.4.4. if no documents are issued in the country where the Contractor has its registered office or place of residence, referred to in point 9.4.3 of the ToR they shall be replaced, as appropriate, in whole or in part, by a document containing a declaration by the contractor, indicating the person or persons entitled to its representation, made under oath, or, if there are no provisions on a declaration under oath in the country in which the contractor is established or resident, filed before a judicial or administrative authority, notary, professional or commercial self-government body competent for the place of residence of the contractor. The document should be issued not earlier than 3 months before its submission.
- 9.5. Personal means of evidence required of the Contractor to confirm the fulfilment of the conditions for participation in the proceedings include:
- 9.5.1. a list of services provided, and in the case of repeated or continuous services also provided, during the last 3 years, or, if the period of activity is shorter, during that period, including their value, subject matter, dates of performance and entities for whose benefit the services were performed or are performed, accompanied by evidence that those services have been or are being performed properly, the evidence in question being references or other documents drawn up by the entity for whom the services have been provided and, in the case of repeated or continuous services, are being provided, and if for reasons beyond his control the contractor is unable to obtain these documents - the contractor's statement; in the case of repeated or continuous services still performed, references or other documents confirming their proper performance should be issued within the last 3 months.
- 9.6. The Contracting Authority shall invite the Contractor whose bid has been the highest rated to submit, within the prescribed time limit, not less than 5 days from the date of the call, personal means of proof, valid as of the date of their submission.
- 9.7. The Contracting Authority shall not request the submission of personal means of evidence if:
- 9.7.1. May obtain them through free and publicly available databases, in particular public registers within the meaning of the Act of 17 February 2005 on computerization of activities of entities performing public tasks, provided that the Contractor has indicated in the statement referred to in point 9.2.1 of the ToR data enabling access to these funds;
- 9.7.2. The subject means of evidence is a statement, the content of which corresponds to the scope of the statement referred to in point 9.2.1 of the ToR.
- 9.7.3. The Contractor is not obliged to submit personal means of evidence, which the Contracting Authority has, if the Contractor indicates these means and confirms their correctness and timeliness.
- 9.8. To the extent not regulated by the PPL Act or this ToR, the statements and documents submitted by the Contractor in the proceedings shall be subject in particular to the provisions of the Regulation of the Minister of Labour and Technology Development of 23 December 2020 on subjective means of evidence and other documents or statements, what the Contracting Authority may request from the contractor and the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and transmitting information and technical requirements for electronic documents and means of electronic communication in the public procurement procedure or competition.

## **10. MEANS OF EVIDENCE**

The Contracting Authority does not require means of evidence.

## **11. INFORMATION FOR CONTRACTORS JOINTLY APPLYING FOR THE AWARD OF THE CONTRACT (CIVIL PARTNERSHIPS / CONSORTIA)**

- 11.1. Contractors may jointly apply for the award of the contract. In such a case, Contractors shall appoint a plenipotentiary to represent them in the Procedure or to represent them in the Procedure and conclusion of the Procurement Contract. A plenipotentiary bearing a qualified electronic signature by contractors applying jointly for the award of the contract, or a copy certified by a notary, bearing a qualified electronic signature by a notary, should be attached to the bid.

- 11.2. In the case of Contractors jointly competing for the Contract, the lack of grounds for exclusion referred to in paragraph must occur with respect to each of these Contractors. These statements confirm the absence of grounds for exclusion and fulfilment of the conditions for participation to the extent that each of the contractors demonstrates fulfilment of the conditions for participation in the proceedings. The model of the undertaking is Annex No. 4 to the ToR.
- 11.3. Contractors jointly applying for the award of the contract shall attach to the bid a statement indicating which deliveries will be made by individual Contractors.
- 11.4. Statements and documents confirming the lack of grounds for exclusion from the procedure shall be submitted by each of the contractors jointly applying for the contract.

## **12. WAY OF COMMUNICATION**

- 12.1. Communication in the procurement procedure, taking into account the exceptions specified in the PPL Act, takes place using electronic means of communication. Electronic means of communication are understood as means of electronic communication defined in the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2020 item 344).
- 12.2. Communication between the Contracting Authority and the Contractors, in particular submitting statements, requests, notifications and transmission of information, takes place via the Platform referred to in point 1 of the ToR and the form "Send a message to the Contracting Authority" available on the Platform's website regarding the given procedure. The date of submission (receipt) of statements, requests, notifications and information shall be the date of their transmission via the Platform by clicking the button "Send a message to the Contracting Authority", after which a message will appear that the message has been sent to the Contracting Authority.
- 12.3. The Contracting Authority informs that the instructions for using the Platform can be found in the "Instructions for Contractors" tab on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>.
- 12.4. The contractor, when entering the procurement procedure in question:
  - 12.4.1. Accept the terms of use of the Platform set out in the Regulations available in the "Regulations" tab on the website at: <https://platformazakupowa.pl/strona/1-regulamin> and considers it binding;
  - 12.4.2. Read and follow the instructions for submitting bids available in the "Instructions for Contractors" tab on the website at : <https://platformazakupowa.pl/strona/45-instrukcje>.
- 12.5. The Contracting Authority will provide information to contractors in electronic form via the Platform. Information regarding the procedure in question will be posted on the Platform in the "Communications" section. Correspondence, which, in accordance with the applicable regulations, is addressed to a specific Contractor, will be transmitted electronically via the Platform to a specific Contractor. During the ongoing proceedings, the Contractor should check the messages and messages sent by the Contracting Authority directly on the Platform, because the Platform Notification System may fail or the notification may go to the spam folder.
- 12.6. The maximum size of one file sent via dedicated forms for: Submission, change, withdrawal of the bid is 150 MB, while for communication the file size is maximum 500 MB.
- 12.7. The Contracting Authority specifies the necessary hardware and application requirements enabling work on the Platform, i.e.:
  - 12.7.1. Constant access to the Internet with guaranteed bandwidth of not less than 512 kbps;
  - 12.7.2. PC or MAC class computer with the following configuration: Memory min. 2 GB RAM, Intel IV processor 2 GHZ or later, one of the operating systems - MS Windows 7, Mac OS x 10.4, Linux, or their newer versions;
  - 12.7.3. Any web browser installed, in case of Internet Explorer at least version 10.0.;
  - 12.7.4. JavaScript enabled;
  - 12.7.5. Adobe Acrobat Reader or other .pdf file format installed;
  - 12.7.6. The platform operates according to the standard adopted in network communication - encoding UTF8;
  - 12.7.7. The indication of the time of receiving data by the platform is the date and the exact time (hh:mm:ss) generated by. Local server time synchronized with the clock of the Central Office of measures.
- 12.8. The bid, as well as the statement referred to in point 8.1. The ToR shall be submitted in the original, otherwise null and void, in electronic form signed with a qualified electronic signature or in electronic form bearing a trusted signature or personal signature. Personal means of evidence, powers of attorney, obligation of the entity making the resources available shall be drawn up in electronic form.
- 12.9. Electronic documents, statements or electronic copies of documents or statements submitted by the Contractor shall comply with the applicable Regulation of the Council of Ministers of 12 April 2012 on national interoperability frameworks, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for ICT systems.
- 12.10. The method of preparation of electronic documents, statements or electronic copies of documents or statements must comply with the requirements set out in the Regulation of the Prime Minister of 30 December 2020 on the manner of preparation and transmission of information and technical requirements for electronic documents and means of electronic communication in the public procurement procedure or

competition (Journal of Laws of 2020, item 2452) and the Ordinance of the Minister of Development, Labour and Technology of 23 December 2020 on subjective means of evidence and other documents or statements that the Contracting Authority may request from the contractor (Journal of Laws of 2020 item 2415).

### **13. A DESCRIPTION OF HOW TO PREPARE BIDS AND FORMAL REQUIREMENTS FOR SUBMITTED STATEMENTS AND DOCUMENTS**

- 13.1. The Contractor may submit only one bid
- 13.2. The contents of a bid shall comply with the contents of the ToR.
- 13.3. The bid should be signed by a person authorized to represent the Contractor, in accordance with the form of representation of the Contractor specified in the Register or other document appropriate for the given organizational form of the Contractor or by an authorized representative of the Contractor. In order to confirm that the person acting on behalf of the Contractor is authorised to represent the Contractor, the Contracting Authority shall require the Contractor a copy or information from the National Court Register, Central Register and Information on Business Activity or other relevant register. Digital representations of a document or statement referred to in the ToR are digital representations of documents or statements made in paper form certified as being in conformity with the original.
- 13.4. The certificate for conformity with the original of the digital reproduction of a document or statement shall be made in electronic form, i.e. a qualified electronic signature, a trusted signature or a personal signature.
- 13.5. The bid and other statements and documents for which the Contracting Authority has specified the templates in the form of forms included in the annexes to the ToR should be drawn up in accordance with these templates.
- 13.6. The bid together with the attachments must be formulated in Polish or English (in case of a bid in English, the Contractor must submit it together with the translation into Polish - the Contracting Authority will rely on the text translated into Polish), in a legible, logical, electronic form (the Contracting Authority recommends the following data formats: .doc, .docx, .pdf) and signed with a qualified electronic signature or a trusted signature or personal signature. The bid together with the required documents should be placed on the platform at: <https://platformazakupowa.pl/pn/pgi>. The bid must be accompanied by all documents required in ToR. Once you have completed the bid or application form and have attached all the required attachments, click the "Go to summary" button. Detailed instructions for contractors to submit, amend and withdraw the bid can be found at: <https://platformazakupowa.pl/strona/45-instrukcje>.
- 13.7. The bid or application submitted electronically must be signed with an electronic qualified signature, a trusted signature or a personal signature. In the process of submitting an bid via [platformazakupowa.pl](https://platformazakupowa.pl), the contractor should sign directly on the documents sent via [platformazakupowa.pl](https://platformazakupowa.pl). The Contracting Authority recommends using the signature on each attached file separately.
- 13.8. In case of the need to compress several documents in the bid, the user should save these documents as .zip, .7Z, .tar, .gz (the Contracting Authority recommends saving the documents as .zip). A bid compressed to a different data format than zip, .7Z, .tar, .gz will be rejected pursuant to Article 226(1) 6 of the PPL.
- 13.9. The date of submission of the bid is assumed to be the date of its transmission in the system (platform) in the second step of submitting the bid by clicking the button "Submit a bid" and displaying the message that the bid has been encrypted and submitted.
- 13.10. Documents or statements drawn up in a foreign language must be submitted together with a translation into Polish. When evaluating offers, the Contracting Authority will rely on the text translated into Polish.
- 13.11. If the bid contains information constituting a trade secret within the meaning of the Act of 16 April 1993 on combating unfair competition (Journal of Laws of 2022, item 1233), the Contractor should, no later than the deadline for submitting bids, stipulate that they cannot be made available and demonstrate that the reserved information constitutes a trade secret. On the platform in the bid submission form there is a place designated to attach the part of the bid constituting the trade secret.
- 13.12. Accordingly, if the Contractor fails to comply with the above-mentioned obligations under the Act, the Contracting Authority shall have grounds to consider that the reservation of the trade secret is ineffective and therefore shall treat the given information as not subject to protection and not constituting a trade secret within the meaning of the Act on Combating Unfair Competition.
- 13.13. The Contractor may, before the deadline for submission of bids, change or withdraw a bid via the Platform.
- 13.14. All costs associated with participation in the proceedings, in particular with the preparation and submission of the bid, shall be borne by the Contractor submitting the bid. The Contracting Authority does not provide for reimbursement of the costs of participation in the proceedings.

### **14. THE BINDING BID VALIDITY PERIOD**

The Contractor will be bound by the bid for a period of 30 days, i.e. until **02.01.2024**. The period of binding the bid begins with the expiry of the deadline for submitting offers.

### **15. THE MANNER AND DATE OF SUBMISSION AND OPENING OF BIDS**

- 15.1. The Contractor submits an bid via the Platform at: <https://platformazakupowa.pl/pn/pgi>.
- 15.2. The deadline for the submission of bids is **04/12/2023 at 10.00 a.m.**
- 15.3. Bids shall be opened **on 04/12/2023 at 10.05 a.m.**

- 15.4. Bids shall be opened immediately after the closing date for the submission of bids, no later than the day following the closing date for the submission of bids.
- 15.5. At the latest before the opening of the offers, the Contracting Authority will make available on the website of the proceedings information about the amount it intends to allocate to financing the order.
- 15.6. As soon as the offers are opened, information on the website of the proceedings under the "Communications" section shall be made available on the website of the proceedings:
  - 15.6.1. The names and addresses of the contractors whose bids have been opened;
  - 15.6.2. prices.

**16. THE DESCRIPTION OF HOW THE BID PRICE IS CALCULATED**

- 16.1. The Contractor shall indicate the price for the performance of the subject of the contract in accordance with the model form "Bid" – Annex NO. 3 to the ToR.
- 16.2. The price in the "Bid" form must take into account all the requirements of this ToR and include all costs incurred by the Contractor due to the proper and in accordance with the applicable regulations performance of the subject of the contract.
- 16.3. All net prices specified by the Contractor in the "Bid" form will be determined for the period of validity of the contract and will not be subject to change.
- 16.4. In the event of accounting errors, the Contracting Authority will accept net unit prices as correct and will recalculate the bid in accordance with the method indicated in the "Bid" form.
- 16.5. All prices will be specified in Polish zloty (PLN) to two decimal places, and all payments will be made in Polish zloty, in accordance with the applicable regulations.
- 16.6. The Contracting Authority does not provide for settlements in foreign currency.
- 16.7. If an bid has been submitted, the choice of which would lead to the Contracting Authority becoming liable for tax in accordance with the Act of 11 March 2004 on the tax on goods and services (Journal of Laws of 2022, item 931), for the purpose of applying the price criterion, the Contracting Authority shall add to the price presented in this bid the amount of tax on goods and services that it would be obliged to settle. In the bid referred to in point 16.1. of the ToR, The Contractor is obliged to:
  - 16.7.1 inform the Contracting Authority that the selection of its bid will result in a tax obligation for the Contracting Authority;
  - 16.7.2 indicate the name (type) of the goods or services, the supply or provision of which will result in a tax obligation;
  - 16.7.3 indicate the value of the goods or services subject to the Contracting Authority's tax obligation, without the amount of tax;
  - 16.7.4 indicate the value added tax rate which, to the Contractor's knowledge, will apply.
- 16.8. The template of the "Bid" form has been prepared on the assumption that the selection of the bid will not lead to the Contracting Authority's tax obligation in the field of VAT. If the Contractor is obliged to submit a declaration of tax obligation with the Contracting Authority, he should modify the content of the form accordingly.
- 16.9. If an bid is made by a natural person not conducting business activity, the price of the bid should include an advance payment on income tax and any contributions due, which the Contracting Authority, in accordance with the applicable regulations, will be obliged to charge and pay. Thus, the Contractor who is a natural person not conducting business activity will agree to reduce its receivables (bid price) by advances and contributions, which the Contracting Authority will be obliged to charge and pay in connection with the performance of the contract. The amount paid directly to the Contractor will not then be equal to the price of the bid. Therefore, in order to ensure comparability of offers, the price of an bid made by a natural person not conducting business activity should include an advance payment on income tax and any contributions due, which the Contracting Authority, in accordance with the applicable regulations, would be obliged to charge and pay.
- 16.10. The Contracting Authority will ask for explanations (including submission of evidence) if the price of the bid or its essential components seem abnormally low in relation to the subject of the contract and raise doubts of the Contracting Authority as to the possibility of performing the subject of the contract in accordance with the requirements specified by the Contracting Authority or resulting from separate regulations.

**17. A DESCRIPTION OF THE TENDER EVALUATION CRITERIA, INCLUDING THE WEIGHTING OF THOSE CRITERIA AND THE METHOD OF EVALUATION OF BIDS**

- 17.1. Non-rebuttable bids will be evaluated.
- 17.2. When selecting the most advantageous bid, the Contracting Authority shall consider the following criteria:

Criterion name	Weight given in points
Gross Price (C)	90
Date of order completion (T)	10



17.3. The number of points awarded to each bid will be calculated to two decimal places.

17.4. Bids will be evaluated as follows:

17.4.1. Under the criterion **Gross Price (C)**:

$$C = \frac{\text{lowest price}}{\text{the price of the bid being examined}} \times 90 \text{ pt}$$

**The maximum number of points in this criterion is 90 points**

17.4.2. Within the criterion, the time limit for performance of the contract (T):

Number of months	Points
Up to 4 months from the date of conclusion of the contract	10
Up to 5 months from the date of conclusion of the contract	5
Up to 6 months from the date of conclusion of the contract	0

**The maximum number of points in this criterion is 10 points**

**Note: If the Contractor offers a period longer than 6 months, his bid will be rejected.**

17.5. The selection of the most advantageous bid will be made on the basis of the obtained assessment based on the criteria of the evaluation of the bid, based on the points calculated according to the following formula:

$$P = C + T$$

where:

P – the number of points awarded to the bid under the bid evaluation criterion.

C – the gross price of the bid,

T – date of order completion.

17.6. During the examination and evaluation of offers, the Contracting Authority may request from the Contractor explanations concerning the content of the submitted bid, including the offered price.

## **18. SECURITY DEPOSIT REQUIREMENTS**

18.1. The Contracting Authority does not require a security deposit.

## **19. REQUIREMENTS FOR A SECURITY FOR PROPER PERFORMANCE OF THE CONTRACT**

19.1. The Contracting Authority does not require a security for proper performance of the contract.

## **20. INFORMATION ON THE FORMALITIES TO BE COMPLETED AFTER THE SELECTION OF A BID FOR THE CONCLUSION OF A PUBLIC PROCUREMENT CONTRACT**

20.1. The Contracting Authority shall conclude a public procurement contract within not less than 5 days from the date of sending the notification of the selection of the most advantageous bid.

20.2. The Contracting Authority may conclude a procurement contract before the deadline referred to in paragraph 20.1 of the Tor if only one bid is submitted in the Procurement Procedure.

20.3. If a bid submitted by Contractors jointly competing for the Contract is selected, the Contracting Authority reserves the right to demand that the contract governing the cooperation of these Contractors be submitted before concluding the procurement contract.

20.4. The Contractor shall be obliged to sign the contract at the place and date indicated by the Contracting Authority.

20.5. Before signing the contract, the Contractor should provide a power of attorney to sign the contract, if it does not result from the documents attached to the bid.

## **21. INFORMATION ABOUT THE CONTENT OF THE CONCLUDED CONTRACT AND THE POSSIBILITY OF ITS MODIFICATION**

- 21.1. The selected Contractor is obliged to conclude a public procurement contract on the terms specified in the draft terms of the contract, constituting **Annex No. 2** to the ToR.
- 21.2. The scope of performance of the Contractor resulting from the contract is identical with his obligation included in the bid.
- 21.3. Pursuant to Article 455(1) of the PPL Act, the Contracting Authority provides for the possibility of changes to the concluded contract in relation to the content of the selected bid to the extent indicated in the draft terms of the contract, constituting Annex No. 2 to the ToR.
- 21.4. The amendment of the contract requires, under pain of nullity, the maintenance of written form.

## **22. INSTRUCTION ON THE LEGAL REMEDIES AVAILABLE TO CONTRACTORS**

- 22.1. Contractors, as well as another entity, if they have or had an interest in obtaining an order and have suffered or may suffer damage as a result of the violation by the Contracting Authority of the provisions of the Act, are entitled to legal remedies under the rules provided for in Section IX of the PPL Act (Articles 505-590).

## **23. PERSONAL INFORMATION**

- 23.1. In accordance with Article 13(1) to (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Journal of laws UE L 119, 04.05.2016, p. 1), hereinafter "GDPR", the Contracting Authority informs that:
  - The controller of your personal data is Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy, ul. Rakowiecka 4, 00-975 Warszawa, tel. (+48) 22 45 92 000, fax tel. (+48) 22 45 92 001, email [biuro@pgi.gov.pl](mailto:biuro@pgi.gov.pl);
  - The controller has appointed a data protection officer, with whom you can contact in matters of protection and processing of personal data at the e-mail address : [iod@pgi.gov.pl](mailto:iod@pgi.gov.pl) or in writing to the address of the headquarters of PIG-PIB;
  - Your personal data will be processed on the basis of Article 6(1)(c) of the GDPR for the purpose of conducting the public procurement procedure and concluding a contract, and the legal basis for their processing is the legal obligation to use formalized public procurement procedures incumbent on the Contracting Authority;
  - The recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available on the basis of Article 18 and Article 74 of the PPL Act;
  - Your personal data will be stored, in accordance with Article 78(1) PPL, for a period of 4 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 4 years, the retention period covers the entire duration of the contract;
  - The obligation to provide your personal data directly concerning you is a requirement specified in the provisions of the Polish Public Procurement Law, related to participation in the public procurement procedure; the consequences of not providing specific data result from the Polish Public Procurement Law;
  - With regard to your personal data, decisions will not be taken in an automated manner, pursuant to Article 22 of the GDPR;
  - You have:
    - a. pursuant to Article 15 of the GDPR, the right to access your personal data;
    - b. pursuant to Article 16 of the GDPR, the right to rectify or supplement your personal data, while exercising the right to rectify or supplement may not result in a change in the outcome of the public procurement procedure or change the provisions of the contract to the extent inconsistent with the PPL Act and may not violate the integrity the protocol and its annexes);
    - c. pursuant to Article 18 of the GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR, but the right to restrict processing does not apply in relation to storage, to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or for important reasons of public interest of the European Union or of a Member State, and does not restrict the processing of personal data until the conclusion of the procurement procedure;
    - d. the right to lodge a complaint with the President of the Office for Personal Data Protection, if you believe that the processing of your personal data violates the provisions of the GDPR;
  - You are not entitled to:
    - a. in connection with Article 17(3)(b), (d) or (e) GDPR, the right to delete personal data;
    - b. the right to transfer personal data referred to in Article 20 of the GDPR;
    - c. pursuant to Article 21 of the GDPR, the right to object to the processing of personal data, because the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR;
- 23.2. At the same time, the Contracting Authority reminds you of the information obligation imposed on you under Article 14 of the GDPR toward natural persons, whose data will be provided to the Contracting Authority in connection with the proceeding and which the Contracting Authority indirectly obtains

from the Contractor participating in the proceeding, unless at least one of the inclusions applies, referred to in Article 14(5) of the GDPR.

**24. ANNEXES:**

- 24.1. Annex No. 1 to the ToR – Description of the subject-matter of the contract;
- 24.2. Annex No. 2 to the ToR – Proposed provisions of the contract;
- 24.3. Annex No. 3 to the ToR – “Bid” Form;
- 24.4. Annex No. 4 to the ToR – Declaration on no grounds for exclusion and fulfilment of the conditions for participation in the proceedings;
- 24.5. Annex No. 5 to the ToR – Obligation of other entities to put at their disposal the necessary resources for the purpose of contract performance;
- 24.6. Annex No. 6 to the ToR – Statement of contractors jointly applying for the award of the contract;
- 24.7. Annex No. 7 to the ToR – Statement of the entity providing the resources about not being excluded and meeting the conditions for participation in the proceedings.

**DESCRIPTION OF THE SUBJECT OF THE CONTRACT**

**The following isotopic analyses will be conducted on 26 rock samples (24 magmatic and 5 carbonate rocks)**

Pb isotopic analyses:

$^{206}\text{Pb}/^{204}\text{Pb}$  with error 2SE abs. not larger than  $\pm 0.0200$

$^{207}\text{Pb}/^{204}\text{Pb}$  with error 2SE abs. not larger than  $\pm 0.0200$

$^{208}\text{Pb}/^{204}\text{Pb}$  with error 2SE abs. not larger than  $\pm 0.0450$

(with method „Sample - Standard Bracketting” including WR-dissolution, ion exchange and MC-ICPMS analysis)

Sm-Nd isotopic analyses

$^{143}\text{Nd}/^{144}\text{Nd}$  with error 2SE abs. not larger than  $\pm 0.000012$

$^{147}\text{Sm}/^{144}\text{Nd}$  with error 2SE abs. not larger than  $\pm$  blanket error of 0.5%

(including WR-dissolution, isotope dilution, ion exchange and TIMS analysis)

Sr isotopic analyses

$^{87}\text{Sr}/^{86}\text{Sr}$  with error 2SE abs. not larger than  $\pm 0.000015$

(including WR-dissolution, isotope dilution, ion exchange and TIMS analysis)

**Proposed provisions of the contract**  
**Contract No. CRZP/26/01400/2023**  
(Public procurement No. **EZP.26.183.2023**)

concluded between:

**Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy [State Geological Institute – National Research Institute]** with its registered office in Warsaw at ul. Rakowiecka 4, 00-975 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under number 0000122099, NIP 5250008040, REGON: 000332133, represented by/on whose behalf act:

.....  
.....

Hereinafter referred to as **the Contracting Authority** or **PIG-PIB**,  
and

(In the case of an entrepreneur registered in the KRS)\*

....., with legal seat in ..... on the street ..... Registered in the Register of Entrepreneurs kept by the District Court..... in ....., ..... Economic Department of the National Court Register under KRS number: ....., NIP ....., REGON ....., *share capital* ..... represented by: ..... authorized to represent the company itself, as demonstrated on the printout of ..... constituting information corresponding to the current copy from the register of entrepreneurs of the National Court Register constituting Annex no. .... to this Contract

hereinafter referred to as the **Contractor**,

(in the case of an entrepreneur entered in the register of business activity)\*

Mr/Mrs ..... domiciled in ..... ul. ...., PESEL ....., operating under the company ....., address of business ....., ul. ...., NIP:....., REGON ....., according to the CEIDG printout dated on ..... acting personally / *represented by*: ..... (by virtue of ..... referred to hereafter as the **Contractor**,

(in the case of a civil partnership)\*

Mr/Mrs ..... domiciled in ....., ul. ...., PESEL ....., operating under the company....., address of business ....., ul. ...., NIP:....., REGON ....., according to the CEIDG printout dated on ..... acting personally / *represented by*: ..... (by virtue of .....)

Mr/Mrs ..... domiciled in ..... ul. ...., PESEL ....., operating under the company....., address of business ....., ul. ...., NIP:....., REGON ....., according to the CEIDG printout dated on ..... acting personally / *represented by*: ..... (by virtue of .....)

shareholders of a civil partnership ....., NIP .....

hereinafter referred to as the **Contractor**,

hereinafter referred to collectively as the **Parties**.

As a result of the selection of the bid made by the Contracting Authority in the basic mode with the possibility of negotiations entitled: **Analyses of isotopic ratios Pb, Sr and Sm-Nd in 29 rock samples (24 magmatic rocks and 5 carbonate rocks)**, in accordance with the Act of September 11, 2019 Public Procurement Law (unified text of Journal of Laws of 2023, item 1605, as amended) hereinafter referred to as the "PPL Act", a contract (hereinafter referred to as the "Contract") was concluded with the following content:

**§ 1. SUBJECT-MATTER OF THE CONTRACT**

1. The Contracting Authority and the Contractor undertake to perform: **Analyses of isotopic ratios Pb, Sr and SM-Nd in 29 samples of rocks**.
2. Detailed information, including the conditions for the performance of works covered by the subject of the Contract, their scope and methodology - is contained in **Annex No. 1** (Description of the subject-matter of the contract). The Contractor shall undertake to perform all actions necessary to achieve the result specified in paragraph 1 above, whether or not they result directly from the Contract, bid documents or documents referred to in this paragraph 2.
3. The material effect of the subject of the Contract will be: A report (in electronic form supported by popular word processors or spreadsheets) containing a tabular summary of the results of determinations (analyses) of isotopic ratios Pb, Sr and SM-Nd in 29 rock samples together with analytical errors and standards.

**§ 2. DATE OF CONTRACT COMPLETION**

1. The Contractor undertakes to perform the subject of the Contract specified in § 1 of the Contract **by .... months** after signing the agreement.
2. The deadline for the implementation of the Contract specified in paragraph 1 refers to the actual performance of the work together with the order collection and it is stipulated that the date of acceptance of the final subject of the Contract (performance of the Contract) is set by the Parties on the date of protocol acceptance of the Contract "without reservations", i.e. all works being the subject of the Contract, after making any amendments and additions, submitted by the Contracting Authority.
3. In order to comply with the deadline referred to in paragraph 1, the Contractor shall take into account the time necessary for the performance of the subject of the contract, the receipt by the Contracting Authority and the removal of any irregularities.

### **§ 3. OBLIGATIONS OF THE CONTRACTOR**

1. The Contractor shall be entitled in particular to:
  - 1) Performance of the subject of the Contract in accordance with the description of the subject of the contract contained in **Annex No. 1** to the Contract,
  - 2) Maintaining constant contact with the representative of the Contracting Authority (working meetings, telephone consultations, e-mails, letters), including: Agreeing on all issues related to the methodology, providing at each request of the Contracting Authority full information on the status of works,
  - 3) To enable supervision over the work performed, the representative of the Contracting Authority by providing him with all information regarding the process, course and results of the work carried out,
  - 4) Liability for the acts, omissions and commissions of subcontractors, such as own acts, defects or omissions,
  - 5) Performing the subject of the Contract professionally, while maintaining the highest standards in terms of quality, in accordance with the principles of technical knowledge and applicable regulations and standards, the Contractor, as a professional entity dealing with the performance of works specified in the Contract, shall be liable for any acts or omissions of persons with the help of which he will perform the Contract,
  - 6) the provision of equipment enabling the work to be carried out within a specified period;
  - 7) performing the contract in a way that does not cause damage, and, if any, to remove them or to cover the costs of removing the resulting damage;
2. As a coordinator and contact person with the Contracting Authority in the scope of performance of contractual obligations on the part of the Contractor, he is appointed ..... tel.: cellphone: ....., e-mail: ....., where the change of the authorized person mentioned above or his contact details takes place by means of a notification made in writing or to the e-mail address of the other Party and does not require the preparation of an Annex to the Contract. The notification shall be deemed effective upon receipt of the letter/e-mail by the other party to the Contract.

### **§ 4. OBLIGATIONS OF THE CONTRACTING AUTHORITY**

1. The Contracting Authority is obliged to deliver the required number of tests for testing within 30 working days from the date of conclusion of the contract.
2. If the Contractor considers that the delivered sample(s) is not of sufficient quality to guarantee the correct performance of the subject of the Contract, he shall immediately notify the Contracting Authority thereof. Within 10 working days of receipt of such a notification, the Contracting Authority undertakes to provide additional tests in place of rejected tests.
3. The Contractor may submit objections to the tests provided in § 4 section 2 within **14 days** from the date of delivery of samples by the Contracting Authority
4. The task of the representative of the Contracting Authority will be to assess and control the performed works in terms of compliance with the Contract, as well as Commission receiving the works performed by the Contractor.
5. The Contracting Authority shall authorize its representative:  
Mr/Mrs: .....  
- To contact and supervise the works covering the subject of the Contract and to carry out the acceptance of the subject of the Contract.
6. The change of the authorized person mentioned in paragraph 3 above or his contact details shall take place by means of a written notice or an e-mail address of the other Party and shall not require the preparation of an Annex to the Contract. The notification shall be deemed effective upon receipt of the letter/e-mail by the other party to the Contract.

### **§ 5. IMPLEMENTATION OF THE SUBJECT-MATTER OF THE CONTRACT, ACCEPTANCE OF WORKS**

1. The works covered by the subject of the Contract will be carried out in accordance with the guidelines contained in the description of the subject of the contract, the requirements of law (laws related to the implementation of the subject of the Contract and the regulations implementing them) and the experience and specialist knowledge of the Contractor. The Parties undertake to provide each other promptly with any information that may affect the implementation of the Contract. The Contractor shall immediately respond in writing to the comments made by the

Contracting Authority regarding the implementation of the subject of the Contract, within no more than 5 working days from the date of submission of the comments.

2. The Contracting Authority is not responsible for the loss or theft of tools, devices and materials of the Contractor necessary for the performance of works within the scope of the subject of the Contract.
3. The condition for receiving the subject of the Contract will be to document its implementation in protocol.
4. The acceptance report should be drawn up within 10 working days from the date of receipt of the final report from the Contractor, containing all the results of determinations (analyses) of isotopic relations, made in accordance with the description of the subject of the contract. If the Contracting Authority fails to draw up the above acceptance report within the above time limit, it is considered that the Contracting Authority does not raise objections and comments to the executed order.
5. If it is found that the work has not been carried out in accordance with the conditions set out in the Contract, the Contracting Authority is entitled to describe in the final acceptance report its comments and reservations regarding the work/works performed and:
  - 1) Demand the removal of the Contractor's shortcomings (at his expense and risk) within a time limit set by the Contracting Authority not shorter than 10 working days,
  - 2) In the event that the Contractor's deficiencies are not suitable for removal, the Contracting Authority may:
    - a) reduce the remuneration accordingly, if they allow the use of the object for its intended purpose,
    - b) Withdraw from the Contract or request the performance of the subject of the Contract for the second time (at the expense and risk of the Contractor), if these defects prevent the use of its object in accordance with its intended purpose.

## **§ 6. REMUNERATION AND TERMS OF PAYMENT**

1. For timely and correct performance of the subject of the Contract described in § 1 of the Contract (including transfer of property copyrights), remuneration shall be set at the amount of:
  - **net:** .....
  - **gross** ..... (**in words:** .....In accordance with the Contractor's offer of....., constituting **Annex 2 to the Contract**.
2. Payment of the remuneration shall be based on the invoice issued by the Contractor to: Państwowy Instytut Geologiczny - Państwowy Instytut Badawczy, ul. Rakowiecka 4, 00-975 Warszawa.
3. The remuneration determined on the basis of the provisions of paragraph 1 above shall exhaust all claims of the Contractor against the Contracting Authority related to the performance of the Contract and the costs incurred by the Contractor due to its proper performance and the Contractor shall not be entitled to reimbursement of any costs incurred by the Contractor in connection with the performance of the Contract.
4. Payment of the Contractor's invoice (issued after final acceptance of the entire subject of the Contract - signed without reservations by the representatives of the Contracting Authority supervising the implementation of the Contract) will be made by transfer to the Contractor's bank account indicated on the invoice (or, in case of the need to use the split payment mechanism, to the Contractor's bank accounts, including the Contractor's VAT account, indicated on the invoice), within 30 days from the date of delivery to the Contracting Authority (electronically to the address: faktury@pgi.gov or by post to the address: PIG-PIB, ul. Rakowiecka 4, 00-975 Warsaw) correct in terms of content and formal invoice (in PLN) with a copy of the final acceptance protocol signed without reservations by the representatives of the Contracting Authority.
5. The Contractor is obliged to enter the number of this Contract on the invoice. If this information is not entered on the invoice, the payment deadline shall run from the date of delivery of the correction invoice containing the Contract number.
6. The Contractor declares that in the event that the transactions subject to the contract are jointly and severally liable for tax obligations referred to in the provisions on tax on goods and services, he will properly implement the tax obligations, in particular, it will correctly determine the rates of tax on goods and services and pay to the account of the tax office the amount of tax on goods and services attributable to those transactions. If the tax administration considers that due to the subject of the transaction the Contractor / Contracting Authority has not properly performed tax obligations, the Contractor undertakes to bear the burdens imposed on the Contracting Authority by the tax administration.
7. The Contracting Authority declares that it is a VAT payer and has a VAT identification number PL5250008040.
8. The Contractor declares that it is not a registered active/exempt VAT payer and has a NIP number ..... and undertakes to inform the Customer of any change in the status of the VAT entity at the latest upon delivery of the invoice. In the event of failure to comply with the information obligation, the Contractor undertakes to bear the burdens imposed on the Contracting Authority by the tax administration, for this reason.
9. The Contractor registered for the purposes of goods and services tax as an active VAT taxpayer declares that in invoices issued in connection with the performance of the subject of this agreement, each time the bank account will be indicated, which is disclosed in the list of entities, referred to in Article 96b of the Act of 11 March 2004 on the tax on goods and services ('list of VAT payers').
10. If the Contractor indicates a VAT registered for the purposes of VAT as an active VAT taxpayer in the invoice of a

bank account not included in the list of VAT entities, the Contracting Authority shall be entitled to pay to any bank account of the Contractor disclosed in the list of VAT taxpayers on the day of the transfer order. In the absence of any Contractor's account disclosed in the above list, the payment deadline begins from the date of the Contractor's indication (to the address for delivery of invoices), for the purposes of payment, of the bank account disclosed in the list of VAT payers

11. The Contractor registered for the purposes of goods and services tax as an active VAT taxpayer declares that payment by the Contracting Authority to the account disclosed in the list of VAT taxpayers will constitute payment of remuneration.
12. The Parties shall consider the date of debiting the Contracting Authority's account as the payment deadline.
13. In the event of delay in payment of remuneration, the Contractor is entitled to charge statutory interest.
14. Without the consent of the Contracting Authority, the Contractor may not transfer to third parties the receivables resulting from the Contract.
15. The Contracting Authority hereby declares that within the meaning of Article 4c of the Act of 8.03.2013 on counteracting excessive delays in commercial transactions (unified text of Journal of Laws of 2021, item 424) has the status of a large entrepreneur.
16. *The Contractor declares that he/she is a natural person performing business activity, employing employees, concluding contracts of mandate or contracts for the provision of services, and thus there is no need for him/her to submit, for the purposes of the Contract, the information referred to in Article 8b(2) of the Act on minimum remuneration for work. In the event of a change in the above-mentioned conditions of activity, the Contractor undertakes to immediately inform the Contracting Authority in writing about this fact, and to submit in writing, electronic or documentary information about the number of hours of performance of the order or provision of services, before the date of payment of remuneration, no later than on the date of submission of the invoice or other accounting document to the Contracting Authority. (if applicable)*

#### **§ 7. COPYRIGHT**

1. The Contractor declares that the works (within the meaning of the Act of 4 February 1994 on copyright and related rights) created as a result of the implementation of the subject of the Contract will be entitled to unlimited property and personal copyright, as well as the right to perform and Commission the exercise of dependent rights.
2. The Contractor declares that the work will be free from legal defects, including it will not infringe the personal rights and copyrights of third parties, and further declares that the rights to the work will not be limited in the scope covered by the Contract.
3. Upon receipt by the Contracting Authority of the subject of the Contract "without reservations", the Contractor shall transfer to the Contracting Authority irrevocably and without any additional conditions all copyrights to the work that will be created in connection with the implementation of the Contract, to the extent specified in paragraph 5 below, and grants the Contracting Authority irrevocable permission to use derivative works in relation to the created work, in respect of which it transfers copyrights to the Contracting Authority, but this permission applies both to the Contracting Authority and to third parties (i.e. The Contracting Authority has the right to grant it to any third party or transfer this right to it) and transfers to the Contracting Authority the exclusive right to authorize the exercise of dependent rights in the fields of exploitation specified in paragraph 5.
4. Bearing in mind the provisions of paragraph 3 above, the Contracting Authority acquires the right to make changes to the Work and any modification thereof at its discretion, in particular in the field of translation, alteration, adaptation, combination of the Work or its parts with other Works, making abbreviations and changes in the work and other subject to a separate copyright law and to use such studies and adaptations of the work.
5. The Contractor shall transfer to the Contracting Authority, under the conditions and within the period specified in paragraph 3, without territorial or time restrictions, all copyrights to the work as a whole and its individual parts, as a result of which the Contracting Authority obtains the exclusive right to use the work in the fields of exploitation known at the time of such transfer, in particular, in the fields of exploitation referred to in article 50 of the act on copyright and related rights, including in particular in the following scope:
  - 1) to save the track on any media,
  - 2) the permanent or temporary saving or reproduction of the work in whole or in part, by any means and in any form, regardless of format, system or standard, including the entry into computer memory and the permanent or temporary fixation or reproduction of such records, including making copies of them and any use and disposal of such copies,
  - 3) marketing and distribution and making available to other institutions and third parties as part of the needs of the Contracting Authority,
  - 4) to dispose of the work and its works and to make them available for use, including licensing to third parties, in all the fields of exploitation mentioned above.
6. The Contractor declares and ensures that, at the latest on the date specified in paragraph 3, it will obtain from the creators of works specified in paragraph 1 the right to grant the Contracting Authority all consents and authorizations, as referred to in this paragraph and as of that date grants the Contracting Authority unlimited in time and place and irrevocable authorization to exercise the copyrights of the work, together with the right to grant



further powers in this respect to third parties, to which he will transfer proprietary copyrights or grant them a license, in the range of:

- 1) deciding on the inviolability of the work (content and form);
  - 2) to decide on the supervision of the use of the work.
7. At the same time, the Contractor undertakes to refrain from exercising personal copyrights to the work in relation to the Contracting Authority and to third parties, and undertakes to obtain identical obligations of other creators (if any).
  8. In the event that the Contractor does not have personal copyrights to the work, the Contractor undertakes to obtain from the creator/creators of the work the necessary statements/consents enabling the performance of the obligations arising from this paragraph.
  9. The Parties expressly declare that the purpose of the provisions of this paragraph and their intention is to acquire by the Contracting Authority the intellectual property rights arising from the performance of the Contractor's obligations under the Contract, to the fullest extent possible, in particular the acquisition of all copyrights. For these reasons, in the event of a need for the Contracting Authority to acquire rights to the work in other fields of exploitation than those specified above, the Contracting Authority shall notify such a need to the Contractor and the Party within 14 days shall conclude an agreement transferring proprietary copyrights in these fields of exploitation to the Contracting Authority – on terms such as those specified in the Contract.
  10. The Contractor ensures that in the event of a claim against the Contracting Authority for infringement of personal rights or copyrights in connection with the use of the work, the Contractor undertakes to fully satisfy these claims of third parties, including the possible costs of the court process and the exemption of the Contracting Authority from the obligation to provide in this respect.
  11. Upon delivery of the work to the Contracting Authority, the Contractor transfers to him the ownership of the copies (material carriers) on which the work was recorded.
  12. The acquired rights are unlimited in time and the payment of the remuneration referred to in § 6 section 1 of the Contract exhausts all claims of the Contractor for the transfer of copyrights and dependent rights to the work to the Contracting Authority.
  13. In cases where the work will infringe the rights of third parties, in particular copyright or other intellectual property rights, the Contractor, after receiving a notice from the Contracting Authority about this fact, is obliged to take all actions at his own expense, which will result in the removal of violations in this respect and also cover all damages incurred by the Contracting Authority resulting from these violations.

#### **§ 8. WITHDRAWAL FROM THE CONTRACT**

1. The Contracting Authority, except in the cases indicated in the Contract, is entitled to withdraw from the Contract (in whole or in part), with effect as of the date of submission of the declaration to the Contractor (ex nunc), in the event of:
  - 1) Delay of the Contractor in the performance of the Contract by 30 days beyond the deadline specified in § 2 section 1 of the Contract;
  - 2) In other cases of non-performance or improper performance of the obligations arising from the Contract, after prior request of the Contractor to perform the obligations in accordance with the Contract;
  - 3) An attachment order or open liquidation of the Contractor shall be issued to the extent that the performance of the Contract is impossible;
  - 4) The Contractor – even if only in fact – ceases to operate;
2. In addition, the Contracting Authority is entitled to withdraw from the Contract (in whole or in part) if:
  - 1) The financing entity (NFOŚiGW) shall terminate the contract with the Contracting Authority providing financing for the Project covered by the Contract or the contract with NFOŚiGW will be changed for reasons beyond the control of the Contracting Authority or the Contractorand
  - 2) In the cases and under the conditions specified in Article 456 of the PPL Act,  
However, in such cases, the Contractor shall be entitled only to remuneration due for works actually performed up to the date of withdrawal, for which the Contractor undertakes to provide a guarantee and warranty on the terms and during the periods described in the Contract counted from the date of withdrawal.
3. The Contractor may withdraw from the Contract if the Contracting Authority notifies the Contractor that due to unforeseen circumstances it will not be able to fulfil its contractual obligations toward the Contractor.
4. In the event of withdrawal from the Contract, the parties are bound by the following obligations:
  - 1) Within 7 days from the date of withdrawal from the Contract, the Parties shall draw up a detailed report of the inventory of works in progress, as at the date of withdrawal;
  - 2) The Contractor shall submit for acceptance the interrupted and secured works, if the withdrawal from the Contract occurred for reasons for which the Contractor is not responsible;

- 3) In the event of withdrawal from the Contract for reasons for which the Contractor is not responsible, the Contracting Authority is obliged to collect the interrupted works and pay remuneration for the completed and unsettled works.
5. Withdrawal from the Contract on the terms described in this paragraph may take place during the term of the Contract, extended by 30 days.
6. The withdrawal should be in writing under pain of nullity and should include a statement of reasons.
7. In the event of withdrawal from the Contract, the provisions concerning contractual penalties, the possibility of seeking damages that transfer the amount of the reserved contractual penalties, confidentiality, protection of personal data and jurisdiction of the court shall remain in force.

**§ 9. CONTRACTUAL PENALTIES<sup>1</sup>**

1. In the event of delay in the performance of the Contract, beyond the period specified in § 2 section 1, the Contractor shall pay the Contracting Authority a contractual penalty of 0.5% of the net remuneration referred to in § 6 section 1 above for each commenced day of delay.
2. In the event of withdrawal from the Contract – by the Contracting Authority or the Contractor – for reasons attributable to the Contractor, the Contractor shall pay the Contracting Authority a contractual penalty in the amount of 15% of the net remuneration referred to in § 6 section 1.
3. Contractual penalties may be claimed separately for each reason and are subject to aggregation, but the total amount of contractual penalties may not exceed 20% of the total net contractual remuneration specified in § 6 section 1 of the Contract.
4. In addition, regardless of contractual penalties, in the event of non-performance or improper performance by the Contractor of any obligations arising from the Contract, the Contracting Authority shall be entitled to substitute performance or removal of defects at the cost and risk of the Contractor.
5. If the contractual penalties do not cover the damage suffered, the Contracting Authority may claim, on general terms, supplementary compensation exceeding the contractual penalties.
6. In the event of a delay in payment for the subject of the contract, the Contracting Authority shall pay the Contractor statutory interest for each day of delay.
7. The Contractor hereby irrevocably agrees to the deduction of contractual penalties from any due amounts due to him, even if they are not yet due, including the remuneration due to him, unless mandatory provisions provide otherwise at the date of the set-off. The Contracting Authority shall notify the Contractor in writing about the amount and basis of calculation of contractual penalties.

**§ 10. CONTACT OF THE PARTIES**

1. The Contractor declares that the persons authorized by it to contact the Contracting Authority are  
 - Mr/Mrs ..... , tel.: ....., e-mail: .....  
 - Mr/Mrs ..... , tel.: ....., e-mail:.....
2. The Contracting Authority declares that the persons authorized to contact the Contractor are:  
 - Mr/Mrs ..... , tel.: ....., e-mail: ..... ,  
 (a) in the scope of the performance of the contract, the following person shall be responsible:  
 - Mr/Mrs ..... , tel.: ....., e-mail: .....
3. The change of the persons referred to in paragraphs 1 and 2 of the contact persons does not constitute a change to the Contract and requires only a written statement made to the other party.

**§ 10. SUBCONTRACTORS**

1. The Contractor declares that the subject of the Contract will be carried out independently / with the participation of the subcontractor.
2. The Contracting Authority allows the performance of works by the Contractor with the participation of the subcontractor. The Contractor, at the latest at the time of applying for the consent of the Contracting Authority to entrust the performance of the Contract to the Contracting Authority, informs the Contracting Authority about the part of the subject of the Contract which it intends to entrust to the subcontractor and its value, together with the identification data of that subcontractor.
3. The Contractor shall be fully liable for the acts or omissions of each subcontractor and their representatives or employees as if they were acts or omissions of the Contractor.

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<sup>1</sup> In the event that a particular deadline for implementation is calculated in working days, the contractual penalty applies to working days of delay.

4. The Contractor shall ensure that the subcontractors have the necessary qualifications to perform the commissioned part of the work/service/supply.
5. The Contractor shall ensure that all contracts with subcontractors are drawn up in writing and, at the request of the Contracting Authority, shall provide him with copies of each of these contracts.
6. The Contractor is obliged to inform the subcontractors in writing about the terms of the Contract.
7. The Subcontracting Contract may not contain provisions defining the rights and obligations of the Subcontractor, in terms of contractual penalties and provisions concerning the conditions of payment of remuneration, in a way less favourable to him than the rights and obligations of the Contractor, shaped by the provisions of the Contract.
8. The deadline for payment of the subcontractor's remuneration provided for in the Subcontracting Contract may not be longer than 30 days from the date of delivery of the contractor's invoice or bill, confirming the performance of the commissioned subcontractor or a further subcontractor of the service or delivery.
9. The contractor shall be liable for the acts, omissions, omissions and omissions of each subcontractor as if they were the acts, omissions, negligence and misconduct of its own employees or agents.
10. If a change or renouncement from the services of a subcontractor concerns the entity whose resources the Contractor relied on in accordance with Article 118(1) of the PPL Act in order to prove compliance with the conditions for participation in the Procedure, the Contractor shall be obliged to prove to the Contracting Authority that the proposed other subcontractor or the Contractor independently complies with them to a degree not lower than that of the subcontractor whose resources the Contractor relied on in the course of the Procurement Procedure. The provisions of Article 122 of the PPL Act apply accordingly.
11. Failure of the Contractor to comply with the requirements resulting from the provisions of the contract contained in paragraph 1-8 entitles the Contracting Authority to withdraw from the Contract within 14 days from becoming aware of the above circumstances.
12. In matters not covered by this § 10 of the Contract, Articles 462 and n. of the PPL Act shall apply

#### **§ 11. AMENDMENTS TO THE CONTRACT**

1. The Contracting Authority provides for the possibility of introducing significant changes to the provisions of the Contract in the case of:
  - 1) Change of the date of performance of the subject of the Contract, for justified reasons attributable to the Contracting Authority;
  - 2) A change in the method of performance of the subject of the Contract caused by justified reasons attributable to the Contracting Authority, which make the subject of the Contract to be performed in a different way than originally envisaged by the Contracting Authority in the description of the subject of the contract and in the Contract, and in addition, a change in the method of performance of the subject of the Contract is beneficial for the Contracting Authority;
  - 3) Suspension/interruption of the performance of the subject of the Contract for reasons attributable to the Contracting Authority or for reasons resulting from the occurrence of events caused by "force majeure" (i.e. sudden events arising independently of the Parties to the Contract, which are beyond the control of the Parties, over which the duration of the Parties have no influence, the occurrence of which prevents the fulfilment of any of the obligations arising from the Contract) or other events or objective obstacles of a similar nature (i.e. independent of the will of the Parties to the Contract), the size and intensity of which cannot be foreseen, despite due diligence, on the date of conclusion of the Contract, insofar as their withdrawal will have a real impact on the timeliness of the implementation of the Contract;
  - 4) Change of the deadline for the performance of the contract due to the prolonged procedure for the award of the public contract, by a period of not more than 14 calendar days;
  - 5) Changes in the date of performance of the subject of the Contract, individual obligations of the Contractor resulting from the Contract or the date of payment, in the case of:
    - a) The occurrence of reasons beyond the control of the Contractor, related to the projects, tasks, procedures that affect the performance of the Contract in parallel, or due to changes in circumstances resulting from the specificity of the Contracting Authority's activities;
    - b) At least one of the following possibilities exists:
      - Improving the performance of the subject of the Contract,
      - Reduce the costs of implementing the subject matter of the Contract or
      - Increase the security of performance of the subject of the Contract, which may occur in terms of the dates or order of performance of particular activities under the Contract, and only if it does not interfere with the proper performance of the Contract;
    - c) The occurrence of circumstances or events preventing the implementation of the Contract within the prescribed period, over which the Parties had no influence, respectively for the duration of those circumstances or events;
    - d) When there is a need to change the date of receipt of the subject of the Contract or the dates of implementation of the Contract due to circumstances lying on the part of the Contracting Authority, i.e. related to projects or tasks or proceedings conducted in parallel by

the Contracting Authority affecting the implementation of the Contract or due to changes in circumstances resulting from the specificity of the Contracting Authority's activities.

2. In addition to the amendments described in paragraph 1, the amendment of the Contract may take place in the cases specified in Article 455 paragraph 1 point 2-4 and paragraph 2 of the PPL Act, in accordance with the conditions specified in the provisions of Article 454-455 of the PPL Act.
3. Any amendment to the Contract, unless the Contract provides otherwise, may take place only with the consent of both Parties expressed in an Annex drawn up under pain of invalidity in written or electronic form bearing a qualified electronic signature, except in the circumstances indicated in paragraph 1(5) above for which the form of agreement remains applicable.

## **§ 12. PERSONAL INFORMATION**

1. The Contracting Authority shall provide the Contractor with personal data for the purpose and scope necessary to perform the Contract pursuant to Article 6(1)(b) and (f) of the GDPR.
2. The Contractor undertakes to process the personal data provided by the Contracting Authority in accordance with the provisions of the generally applicable law on the protection of personal data, *in particular, the provisions of the Regulation of the European Parliament and of the Council of 26 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, hereinafter referred to as "GDPR"*.
3. The Contractor declares that he applies universally applicable provisions of the law on the protection of personal data.
4. The scope of personal data provided includes employee data in the scope of: Name, surname, e-mail address, telephone number.
5. Personal data provided by the Contracting Authority will be processed by the Contractor only for the purpose of performing the Contract in the scope of providing services referred to in §1 of the Contract.
6. The Contractor undertakes, in the processing of the personal data provided, to secure them by applying appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risks associated with the processing of personal data, *in particular in accordance with Article 32 of the GDPR*. The Contractor shall inform the Contracting Authority in writing about the technical and organizational measures taken to ensure an adequate level of security corresponding to the risks associated with the processing of personal data in accordance with Article 32 of the GDPR.
7. The Contractor undertakes to exercise due diligence in the processing of the personal data provided.
8. The Contractor shall ensure that persons who will be involved in the processing of personal data within its organization:
  - 1) receive written authorization to process personal data;
  - 2) they will be familiar with the applicable data protection laws (including any changes) and with the liability for non-compliance;
  - 3) They will perform the processing of personal data only at the request of the Administrator;
  - 4) They undertake to keep personal data confidential and the methods used by the Contractor to secure them indefinitely, unless such an obligation arises for them from the relevant provisions.
9. The Contractor undertakes to keep the provided personal data confidential also after the termination of the Contract.
10. The Contractor, taking into account the nature of the processing of personal data and the information available to him, is obliged to cooperate with the Contracting Authority in fulfilling the obligations set out in Articles 32 to 36 of the GDPR.
11. In the event of a breach of personal data protection, in particular referred to in Article 4 point 12 of the GDPR, the Contractor undertakes to immediately inform the Contracting Authority, in writing and additionally to the e-mail address [iod@pgi.gov.pl](mailto:iod@pgi.gov.pl), about this fact within a period of up to 24 hours, indicating the circumstances and scope of the breach.
12. If the Contractor, while executing the Contract, subcontracts the work during which personal data will be processed, he will accordingly entrust them, with the consent of the Contracting Authority, by means of a contract concluded in writing, the processing of these data on terms consistent with the provisions of the Contract. In the case of subcontracting, the Contractor shall be liable for damages that will arise to the Contracting Authority or third parties as a result of the processing of personal data by subcontractors contrary to the Contract or the provisions of generally applicable law.
13. The Contractor is responsible for making available or using personal data contrary to the content of the Contract, and in particular for making personal data entrusted for processing available to unauthorized persons
14. The Contractor shall ensure full protection of personal data during the term of the Contract and compliance with all current and future legal provisions regarding the protection of personal data and privacy.
15. The Contractor shall not be entitled to remuneration for performing the obligations arising from this paragraph.
16. In matters not regulated in this paragraph, the provisions of the GDPR apply.

17. The Contractor declares that he accepts contractual provisions in the field of personal data protection.

**§ 13. OTHER PROVISIONS**

1. Contractors in relation to whom any of the circumstances referred to in Article 7(1) of the Act of 13 April 2022 on special solutions to counteract aggression against Ukraine and to protect national security are excluded from the procurement procedure (Journal of Laws of 2022 item 835).
2. During the performance of the contract, the Contracting Authority is entitled to perform control actions against the Contractor regarding the fulfilment by the Contractor of the condition referred to in paragraph 1, in particular to:
  - 1) request statements and documents concerning the confirmation of compliance with the aforementioned requirements and their assessment;
  - 2) demand explanations in the case of doubts concerning the confirmation of the fulfilment of the aforementioned requirements,
3. Failure of the Contractor to submit by the Contracting Authority within the time limit requested by the Contracting Authority documents or explanations in order to confirm the fulfilment by the Contractor of the requirement referred to in paragraph 1 shall be treated as improper performance of the Contract.

**§ 14. FINAL PROVISIONS**

1. The Annexes shall form an integral part of this Contract.
2. - Business Days - days from Monday to Friday, excluding public holidays.
3. The Parties undertake to notify any change of address or place of business.
4. In the event of failure to comply with the obligation referred to in paragraph 3, the Parties agree to send any letters to the addresses last given by them, with effect of service.
5. Any disputes arising out of this Contract or related to its implementation shall be subject to resolution by a common court having jurisdiction over the registered office of the Contracting Authority.
6. The Contract shall enter into force on the date of its signature by the Parties, if the signatures of the Parties are not deposited at the same time the Contract shall enter into force at the moment of the last signature - if applicable.
7. The contract was drawn up in 3 copies, one for the Contractor and two for the Contracting Authority An agreement concluded in electronic form and bearing a qualified electronic signature by each Party.
8. The following Annexes, which form an integral part of the Contract, are attached to the Contract:

Annexes:

- 1) Description of the subject-matter of the contract,
- 2) The bid of the Contractor of .....
- 3) Model of the Acceptance report,
- 4) KRS/CEIDG printout from .....

**CONTRACTING AUTHORITY**

**CONTRACTOR**

**ACCEPTANCE PROTOCOL**

Subject-matter of the acceptance under Contract No. .... of..... is:

No.	Subject-matter of the service	Number of samples	Comments
1			
2			

According to the attached Report.

Confirmation of the implementation of the Contract:

- YES
- NO - reservations .....

Confirmation of compliance of the subject of the Contract with the requirements described in the Description of the subject-matter of the Order:

.....

Place of acceptance: .....

Date of acceptance: .....

For the Contracting Authority: .....  
*(signature of authorized person)*

For the Contractor: .....  
*(signature of authorized person)*

Data of the Contractor / Contractors acting jointly	
Address of the Contractor: postal code, city, region street, building no., region	
Phone number:	
E-mail:	
REGON:	
NIP:	

**Państwowy Instytut Geologiczny –  
Państwowy Instytut Badawczy  
ul. Rakowiecka 4  
00-975 Warsaw**

**BID**

Referring to the announcement of the contract, reference to the case **EZP.26.183.2023** entitled:

***Analyses of isotopic ratios Pb, Sr and Sm-Nd in 29 rock samples (24 magmatic rocks and 5 carbonate rocks).***

We the undersigned acting on behalf of and on behalf of\*:

.....  
(Name (company) the exact address of the Contractor(s)) (in the case of the submission of tenders by the Contractors jointly applying for the award of the contract, the names (firms) and addresses of all these Contractors must be given)

1. We offer the execution of this order, specified in the specifications of the terms of the order for the price\*:

No.	Subject-matter of the contract	Net value [PLN]	Value of VAT [PLN]	Gross value [PLN]
1	2	3	4	5
1	Analyses of isotopic ratios Pb, Sr and Sm-Nd in 29 rock samples (24 magmatic rocks and 5 carbonate rocks).			
<b>Total value</b>				

2. The subject-matter of the order will be completed within the time limit:

- Up to 4 months from the date of conclusion of the contract\*  
 Up to 5 months from the date of conclusion of the contract\*  
 Up to 6 months from the date of conclusion of the contract\*

\* mark as appropriate

3. We declare that:

- 1) We have read the content of the ToR, in particular the description of the subject of the contract and the proposed provisions of the contract, as well as the changes and explanations of the content of the ToR and that we will perform the order on the terms and conditions specified therein by the Contracting Authority;
- 2) We fulfilled the information obligation pursuant to Article 13 or 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Journal of laws No. EU L 119, 04/05/2016, p.1), in accordance to natural persons from whom we have directly or indirectly obtained personal data in order to compete for the award of this Public procurement;
- 3) The subject of the contract will be executed in accordance with the deadline specified in the ToR;
- 4) We have received the necessary information to prepare the bid. We consider ourselves bound by this offer for the time indicated in the ToR, if we consider our offer to be the most advantageous, we undertake to sign the contract on the terms contained in the ToR at the place and date indicated by the Contracting Authority;
- 5) We are:

microenterprise	
small enterprise	
medium-sized enterprise*	
sole proprietorship	
a natural person not engaged in economic activity	
other type	

(The type of contractor must be selected)

\*The definition of SMEs is contained in Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014. The following categories of enterprises are distinguished: 1. Medium-sized enterprise: (A) has fewer than 250 employees and (b) its annual turnover does not exceed EUR 50 million or its annual balance sheet total does not exceed EUR 43 million; 2. Small enterprise: (A) has fewer than 50 employees and (b) its annual turnover does not exceed EUR 10 million or its annual balance sheet total does not exceed EUR 10 million; 3. Micro-enterprise: (A) employs fewer than 10 people and (b) has an annual turnover not exceeding EUR 2 million or an annual balance sheet total not exceeding EUR 2 million.

- 6) We will execute the order:
- without the participation of subcontractors;
  - with the participation of the subcontractors indicated below

No.	Contractor's Company	Part of the contract which the Contractor intends to entrust to a subcontractor .....

- 7) The following information and documents contained in the bid constitute a trade secret within the meaning of the provisions on combating unfair competition and may not be disclosed to other participants in the proceedings\*:

-.....  
-.....

(enter the names of the files constituting the trade secret, if applicable).

- 8) Aware of the criminal liability, I declare that the documents attached to the bid describe the legal and factual state at the date of submission of this bid (Article 297 of the Penal Code);
- 9) All correspondence regarding this order should be directed to\*:

Name and surname	
Institution	
Address	
Telephone number	
E-mail address	

- 10) The annexes to this bid, which are an integral part of it are\*:

- 1) .....
- 2) .....

\*delete or fill in as appropriate

**This file must be provided  
with a qualified electronic signature, trusted signature or personal signature  
of an authorized person**



**DECLARATION ON NO GROUNDS FOR EXCLUSION AND FULFILMENT OF THE CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS**

We the undersigned, acting on behalf of and for:

.....  
 .....  
 (Name / company/ and address of the Contractor)

we hereby declare that when applying for a public contract entitled: **Analyses of isotopic ratios Pb, Sr and Sm-Nd in 29 rock samples (24 magmatic rocks and 5 carbonate rocks)**, case designation **EZP.26.183.2023**.

- 1) We meet / do not meet the conditions referred to in point 7 of the ToR
- 2) We are not excluded from the public procurement procedure pursuant to Article 108(1) and Article 109(1)(4) of the Public Procurement Law (unified text of Journal of laws of 2023 item 1605).
- 3) there are grounds for exclusion from the proceedings under article ..... of the PPL Act (state the applicable grounds for exclusion from those listed in Article 108(1)(1), (2), (5) or Article 109(1)(4) of the PPL Act). At the same time, we declare that in connection with the above-mentioned circumstances, pursuant to Article 110(2) of the PPL Act, we have taken the following corrective measures:

.....  
 4) We are subject to\* / not subject\* to exclusion pursuant to Article 7(1) of the Act of 13 April 2022 on special solutions to counteract aggression against Ukraine and to protect the security of nations (Journal of Laws of 2022 item 835).

5) We inform you about the availability of the subject means of evidence required in ToR:

The name of the statement or document	The internet address at which the document or statement is available in electronic form, the issuing authority or authority/number or name of the procurement procedure

STATEMENT OF THE INFORMATION PROVIDED:

I declare that all information provided in the above statement is current and lawful and has been presented in full knowledge of the consequences of misleading the Contracting Authority when presenting the information.

In the case of contractors jointly applying for a contract, the declaration shall be made by each Contractor separately.

\* delete unnecessary

**This file must be provided  
 with a qualified electronic signature, trusted signature or personal signature  
 of an authorized person**

**OBLIGATION**

**Obligation of other entities to put at their disposal the necessary resources for the purpose of contract performance**

We the undersigned .....  
(name and surname of the person committing to the obligation)

with authority to represent:  
.....  
(name and address of the entity making the resources available)

We undertake that in the event that the Contractor:  
.....  
(Name and address of the Contractor submitting the bid)

a public contract will be awarded under: **Analyses of isotopic ratios Pb, Sr and SM-Nd in 29 rock samples (24 magmatic rocks and 5 carbonate rocks)** designation of the case **EZP.26.183.2023**, to put the necessary resources at the disposal of this Contractor, in accordance with Article 118 of the PPL Act, consisting in the use

In order to prove that the Contractor, i.e.:  
.....  
(Name and address of the Contractor submitting the bid)

Will have the necessary resources to the extent necessary to enable the proper performance of the public contract and to assess whether the relationship between the entity I represent and the Contractor guarantees real access to their resources – we declare as follows:

1. Regarding the scope of resources available to the Contractor of the entity we represent:  
.....
2. Regarding the manner and period of making available to the Contractor and the use by him of the resources that we make available in the performance of a public contract:  
- way - .....  
- period - .....

**This file must be provided  
with a qualified electronic signature, trusted signature or personal signature  
of an authorized person**

.....  
Name (company) of the contractor or contractors  
jointly applying for the award of a contract

**“Statement of Contractors jointly applying for the award of the contract”**

As Contractors jointly applying for the award of a contract in the proceedings for the **Analyses of isotopic relations Pb, Sr and SM-Nd in 29 samples of rocks (24 magmatic rocks and 5 carbonate rocks)**, the designation of the case **EZP.26.183.2023**, we declare that the condition of participation in the proceedings referred to in point 7.2.4 of the ToR concerning technical or professional capacity meets:

.....  
(Indication of the company and address of the contractor meeting the condition)

We declare that the Contractor indicated above will perform the scope of the order consisting of:

.....  
.....  
.....

1. Other (other than those referred to in paragraph 1) Contractors jointly applying for the award of the contract:

1) Contractor ..... (Indication of the company and address of the Contractor) will execute the order in the scope of:

.....  
.....

2) Contractor ..... (Name of Company and address of Contractor) will execute the order in the scope of:

.....  
.....  
.....

***This file must be provided  
with a qualified electronic signature, trusted signature or personal signature  
of an authorized person***

**STATEMENT  
BY THE ENTITY PROVIDING THE RESOURCES  
ON NO GROUNDS FOR EXCLUSION AND FULFILLMENT OF THE CONDITIONS FOR PARTICIPATION IN  
THE PROCEEDINGS**

We the undersigned, acting on behalf of and for:

.....  
.....  
*(Name /company/ and address of the Contractor entity providing the resources)*

We declare that in the proceedings PN: **Analysis of isotopic ratios Pb, Sr, and SM-Nd in 29 rock samples (24 magmatic rocks and 5 carbonate rocks)** case reference **EZP.26.183.2023**:

1. We meet the following conditions of participation in the proceedings specified by the Contracting Authority in the scope of:
  - 1) .....
  - 2).....
  - 3).....
2. We are not excluded from the public procurement procedure pursuant to Article 108(1) and Article 109(1)(4) of the PPL Act,
3. We not subject to exclusion pursuant to Article 7(1) of the Act of 13 April 2022 on special solutions to counteract aggression against Ukraine and to protect the security of nations (Journal of Laws of 2022 item 835).
4. there are grounds for exclusion from the proceedings under article ..... of the PPL Act *(state the applicable grounds for exclusion from those listed in Article 108(1)(1), (2), (5) or Article 109(1)(4) of the PPL Act)*. At the same time, we declare that in connection with the above-mentioned circumstances, pursuant to Article 110(2) of the PPL Act, we have taken the following corrective measures:

- .....
5. We inform you about the availability of the subject means of evidence required in ToR:

The name of the statement or document	The internet address at which the document or statement is available in electronic form, the issuing authority or authority/number or name of the procurement procedure

**STATEMENT OF THE INFORMATION PROVIDED:**

I declare that all information provided in the above statement is current and lawful and has been presented in full knowledge of the consequences of misleading the Contracting Authority when presenting the information.

In the case of contractors jointly applying for a contract, the declaration shall be made by each Contractor separately.

*\* delete unnecessary*

**This file must be accompanied by a qualified electronic signature,  
trusted signature or personal signature by an authorized person**