

Kołobrzeg, 11 February 2019

Tender specification

FOR PREPARING THE REPORTS ON THE FULL ASSESSMENT PROCESS OF THE COMPLIANCE OF THE POLISH HERRING AND SPART FISHERY AND PRE-ASSESSMENT AND FULL ASSESSMENT OF THE POLISH FLAT FISH FISHERY IN THE FRAMEWORK OF THE PROJECT ENTITLED “ASSESSMENT OF THE POLISH FISHERY FOR HERRING, SPRAT AND FLATFISH TO THE FISHERIES STANDARDS OF THE MARINE STEWARDSHIP COUNCIL CERTIFICATION PROGRAMME AND CERTIFICATION OF THE PROCESSING PLANTS OF THE KOŁOBRZEG FISH PRODUCERS GROUP”

Reference No.: KGPR.SWP.1.2019

Call for tenders in accordance with the Civil Code procedure**1. Name and address of the contracting authority.**

Kołobrzeg Fish Producers Group Limited Liability Company

Węgorzowa 8, 78-100 Kołobrzeg

National Court Register No. 0000234212, Company Registration Number (REGON) 320047293, Tax identification number (NIP) 6711716546

e-mail: biuro@kgpr.plwebsite: www.kgpr.pl**2. Contract awarding procedure**

The contracting authority conducts a tender procedure based on Article 70¹ of the Act of 23 April 1964, the Civil Code / Journal of Laws of 2018, item 1025 as amended, taking into account the principles of transparency, non-discrimination and equal treatment, in accordance with “The principles of competitiveness in the Operational Programme “The Fisheries and the Sea”.¹

3. Description of the subject matter of the contract.

The subject of the tender procedure is the preparation of the reports concerning:

- 1) Full assessment of the compliance of the Polish herring and sprat fishery in the Western and Central Baltic with the fisheries standards of the MSC fisheries certification programme,
- 2) Pre-assessment of the compliance of the Polish flatfish fishery (flounder, turbot and plaice) in the Western and Central Baltic with the fisheries standards of the MSC fisheries certification programme,
- 3) Full assessment of the compliance of the Polish flatfish fishery (flounder, turbot and

¹ The principles of competitiveness in the Operational Programme “The Fisheries and the Sea” published on the website of the Ministry of Maritime Economy and Inland Navigation on 18th April 2018. <https://mgm.gov.pl/rybolowstwo/po-ryby-morze-2014-2020/interpretacje/zasady-konkurencyjnego-wyboru-wykonawcow-w-ramach-programu-operacyjnego-rybactwo-i-morze/> including the amendments published on 5th June 2018 (in Polish);

plaice in the Western and Central Baltic with the fisheries standards of the MSC fisheries certification programme, in the framework of the project entitled “Assessment of the Polish fishery for herring, sprat and flatfish to the standards of the Marine Stewardship Council and certification of the processing plants of the Kołobrzeg Fish Producers Group”.

In fulfilling the subject of the tender procedure, the contractor’s duties will consist of:

- 1) conducting a full assessment of the herring and sprat fishery, using pelagic trawls and gill nets as the fishing gears,
- 2) conducting a pre-assessment and full assessment of the flatfish fishery (flounder, turbot and plaice), using demersal trawls and gill nets as the fishing gears,
- 3) conducting annual audits for a period of 5 years after the certificate has been obtained,
- 4) preparing preliminary and final reports,
- 5) transferring the rights to the reports to the contracting authority,
- 6) transferring the ownership rights to the certificate to the contracting authority in order to enable supervision over the list of certified units to the contracting authority and to prevent the possibility of adding additional units to the list without prior approval of the contracting authority.

Fishing areas:

- 1) for herring – Baltic Sub-division: 22-24, 25-29,
- 2) for sprat – Baltic Sub-division: 22-29,
- 3) for flatfish – Baltic Sub-division: 22-23, 24-25,

The fishing areas may be amended before the preparation of the report.

4. Date of fulfilling the subject of the tender procedure.

The subject matter of the tender procedure will be fulfilled from the date of signing the contract until the date of the completion of the project “Assessment of the Polish fishery for herring, sprat and flatfish to the fisheries standards of the Marine Stewardship Council and certification of the processing plants of the Kołobrzeg Fish Producers Group” by the contracting authority, but not longer than **15 months from the date of signing the contract**. The deadline for completing the fisheries assessment process is 30 June 2020.

5. Conditions for participation in the tender procedure and the absence of grounds for exclusion.

1. The contract will be awarded to the contractors, who:
 - 1) fulfil the conditions for participating in the tender procedure specified by the contracting authority in the Specification of tender conditions,
 - 2) are not subject to exclusion in the circumstances referred to in the Tender Specification.
2. The contract will be awarded to contractors who fulfil the following criteria:
 - 1) have the rights to perform a particular activity or work, if the obligation to hold them is required by the law;
 - 2) have an accreditation to perform the certification process according to the standards of the Marine Stewardship Council, covering the entire subject of the contract,
 - 3) have the knowledge and experience;
 - 4) are in appropriate economic and financial condition to perform the contract;
 - 5) dispose of employees able to perform the contract;

- 6) perform the work in an efficient manner, minimising any inconvenience.
3. In order to confirm compliance with the conditions of the tender procedure, the contracting authority shall ask for declarations and documents referred to in paragraph 6. The contracting authority shall assess whether the conditions of the tender procedure have been fulfilled by the contractor on the day of the submission of tenders, on the basis of the submitted declarations and documents, using the method: “fulfils, does not fulfil”.
4. The contractor may only submit one tender for the entire subject of the contract.
5. The contractors may not jointly apply for the award of the contract.
6. The following contractors will be excluded from participation in the tendering procedure:
 - 1) A contractor who has personal or capital ties with the contracting authority. Capital or personal ties are understood as interactions between the contracting authority or persons authorized to enter into commitments on behalf of the contracting authority, or persons performing activities related to the preparation and implementation of the procedure of selecting the contractor on behalf of the contracting authority and the contractor, in particular through:
 - a) participation in the company as a partner of a civil law partnership or another partnership,
 - b) possessing at least 10% of shares and stocks,
 - c) acting as a member of the supervisory or management board, proxy, or plenipotentiary,
 - d) remaining in a marriage relationship, in a family relationship or affinity in a straight line, relationship or affinity in the collateral line to the second degree, or in a relationship of adoption, guardianship or custody.
 - 2) A contractor, who, as a result of an intended action or gross negligence, has misled the contracting authority when submitting the information that he is not subject to exclusion, fulfils the conditions of the tender procedure or objective and non-discriminatory criteria or withheld the information and is not in a position to submit the required documents;
 - 3) A contractor who has recklessly or negligently submitted misleading information to the contracting authority, that may have a substantial effect on the decisions taken by the contracting authority in the tender procedure;
 - 4) A contractor who has unlawfully influenced or tried to influence the contracting authority’s activities or to obtain confidential information, which could give him advantage in the tender procedure;
 - 5) A contractor who took part in the preparation of the tender procedure or whose employee, as well as a person executing work under a separate contract of service, took part in the preparation of this procedure;
 - 6) A contractor who together with other contractors has concluded an agreement aimed at distorting competition between contractors in the tender procedure;
 - 7) A contractor in respect of whom a liquidation procedure has been opened, a liquidation of his assets is foreseen to satisfy his creditors in the court approved restructuring procedure or the court ordered the liquidation of his assets in accordance with Article 332 paragraph 1 of the Restructuring Law of the 15 May 2015, or whose bankruptcy was announced, except a contractor, who, after announcing his bankruptcy, has made an agreement approved by a final court order, if the agreement does not provide for the satisfaction of creditors through

the liquidation of the bankrupt estate, unless the court ordered the liquidation of his assets in accordance with Article 366 paragraph 1 of the Bankruptcy Law of 28 February 2003;

- 8) A contractor who has been guilty of grave professional misconduct, which undermines his honesty, in particular when he, as a result of intended action or gross negligence, had not completed or failed to execute a contract.

6. List of statements or documents, proving compliance with the tender procedure, having effect on the assessment of the offer and proving the absence of grounds for exclusion.

The contractor is obliged to submit, together with his quotation, the following documents:

- 1) Price offer submitted on the offer form in accordance with Annex 1 to the Tender Specification,
- 2) Current copy or printout from the relevant register or Central Registration and Information on Business or similar registers that exist in other countries, issued no earlier than one month before the deadline for submitting offers in this tender procedure,
- 3) Accreditation documents to carry out the certification process in accordance with the Marine Stewardship Council standards,
- 4) Declaration of compliance with the conditions for participation in the tender procedure in accordance with Annex 2 of the Tender Specification,
- 5) Declaration concerning the absence of grounds for exclusion from the tender procedure in accordance with Annex 3 of the Tender Specification,
- 6) A list of projects related to the MSC certification conducted by the contractor, including the certification processes carried out in the Baltic Sea, during the last three years before the start of the tender procedure (if the period of activity in this area is shorter, then in this period) in accordance with Annex 4 of the Tender Specification, together with the documents confirming the experience in this field,
- 7) Draft contract prepared by the contractor, including all relevant provisions of the agreement referred to in Annex 5 of the Tender Specification, as well as provisions necessary for executing the subject of this tender in accordance with the principles and standards of the Marine Stewardship Council.

If the list, statements or other documents submitted by the contractor raise doubt of the contracting authority, the contracting authority may directly address the contractor or another relevant entity for which the service had been carried out in the past to provide additional information or documents in this respect.

7. Setting the bid price, preparing the offer, filling in gas and criteria:

- 1) The contractor will set a price in **Polish zlotys (PLN)** stating it in numerical form and in words to two decimal places.
- 2) The prices specified by the contractor shall consist of all costs related to the execution of the subject of this tender, resulting directly from the Tender Specification, the contract, annexes to the contract, as well as unspecified activities necessary for the execution of the tasks and achievement of the goal, in particular the offer shall cover the entire assessment and certification process (including travel costs and the costs of annual audits in the 5 year period, specified as a separate item), considering that not more than 70 Polish fishing vessels listed by the contracting authority will enter the certification process.

- 3) The offer should be written in Polish or English, signed by an authorised person and include a flat-rate price for the performance of the contract.
- 4) The documents may be in Polish or English, however, documents prepared in any other language shall be submitted together with a translation into Polish or English.
- 5) The price proposed by the contractor shall include all the actual components associated with the performance of the contract.
- 6) The prices should be calculated on the basis of own calculations and include all the costs associated with the performance of the contract.
- 7) The VAT tax, indicating the rate, should be added to the final price.
- 8) The contractor declares that the offered price is fixed until the completion of the contract.
- 9) Underestimation, omission and non-recognition of the scope of the subject of the contract cannot be the basis for requesting a change in the price offered
- 10) Any contractor may only bid on the entire subject of the contract.
- 11) The contracting authority shall not allow the submission of variant or partial offers.
- 12) The offer shall be null and void unless made in writing. The contracting authority does not allow the submission of an offer in electronic form.
- 13) The content of the offer must correspond to the Tender Specification.
- 14) The offer shall be prepared in a diligent, legible and indelible manner. Any errors found by the contractor in the offer shall be corrected, before the submission of the offer, by crossing out the existing text and writing a new text, while keeping the erroneous text readable, signing and putting a date of the amendment.
- 15) The offer shall be prepared in such a way, so that the content cannot be read until the opening date of the tender.
- 16) The contractor shall submit the offer in a closed envelope or other packaging in such a way as to ensure that the content of the offer is not disclosed until its opening. The closed envelope or other packaging must bear the following indication:

Sent by:

Name and address of the contractor (stamp)

Addressed to:

Kołobrzaska Grupa Producentów Ryb sp. z o.o.

Węgorzowa 8

78-100 Kołobrzeg

Offer for: "Conducting the MSC certification process"

DO NOT OPEN UNTIL THE OPENING DATE OF THE TENDER

28 February 2019, 15:00 hours

Proceedings No. KGPR.SWP.1.2019

- 17) The contractor may, before the expiry of the deadline for the submission of offers, amend or withdraw the offer.
- 18) If the offer is withdrawn, the contractor shall submit a written statement informing that the offer is withdrawn. The statement shall be placed in a closed envelope or another packaging, which must bear the following indication:

Sent by:

Name and address of the contractor (stamp)

Addressed to:

Kołobrzaska Grupa Producentów Ryb sp. z o.o.

Węgorzowa 8

78-100 Kołobrzeg

Statement on the withdrawal of the offer submitted in accordance with the Civil Code procedure for: "Conducting the MSC certification process"

DO NOT OPEN UNTIL THE OPENING DATE OF THE TENDER

28 February 2019, 15:00 hours

Proceedings No. KGPR.SWP.1.2019

- 19) The withdrawal statement must contain at least the name and address of the contractor, the statement on the withdrawal of the tender offer and the signature of a person or persons authorised to represent the contractor.
- 20) In the event of a change in terms of the offer, the contractor shall submit a written statement on the changes in the offer, specifying the scope of these changes. The statement on the change in terms of the offer shall be placed in a closed envelope or another packaging, which must bear the following indication:

Sent by:

Name and address of the contractor (stamp)

Addressed to:

Kołobrzaska Grupa Producentów Ryb sp. z o.o.

Węgorzowa 8

78-100 Kołobrzeg

CHANGE OF THE TERMS OF THE OFFER FOR: "Conducting the MSC certification process"

DO NOT OPEN UNTIL THE OPENING DATE OF THE TENDER

28 February 2019, 15:00 hours

Proceedings No. KGPR.SWP.1.2019

The statement on the changes in the offer shall include the name, address and signature of the contractor as well as the corrected offer.

- 21) The contracting authority shall not reimburse the costs of the preparation of the offer.
- 22) If the contractor fails to submit statements or documents proving compliance with the conditions of the tender proceedings and the absence of grounds for exclusion, or other documents necessary for executing the tender, if statements or documents are incomplete, contain errors or raise doubts of the contracting authority, the contracting authority shall demand to submit the missing documents in a corrected form or to submit an explanation, within a period of time indicated by the contracting authority, unless the offer, despite submitting corrected and completed version with explanation by the contractor, is rejected.
- 23) The contracting authority may also ask, within the set time limits, to submit clarifications concerning the statements or documents proving compliance with the conditions of the tender proceedings and the absence of grounds for exclusion, referred to in the Tender Specification.
- 24) At any stage of the proceedings, the contracting authority may ask the contractors to submit statements or documents proving the absence of grounds for exclusion, that the offer is not rejected and fulfils the conditions of the tender procedure, and where there are grounds for stating that the statements or documents submitted previously are not valid anymore, to submit updated statements or documents.
- 25) The contracting authority shall correct obvious writing mistakes, obvious calculation errors, taking into account the consequences resulting from these corrections and other errors consisting of non-compliance of the offer with the Tender Specification, not causing significant changes in the content of the offer, and shall immediately inform the contractor on these corrections.

- 26) The contracting authority shall assess all valid offers on the basis of the following criteria: price 70 %, experience in conducting the MSC certification process 15%, experience in conducting the MSC certification in the Baltic Sea region 15%.
- 27) The most advantageous offer will be the one that gets the highest number of points for particular criteria and is not rejected.

8. Tender scoring criteria

The contracting authority shall use the following criteria in selecting the most advantageous offer

- 1) price – percentage weight 70 %
- 2) experience in conducting the MSC certification process – percentage weight 15%
- 3) experience in conducting the MSC certification in the Baltic Sea region – percentage weight 15%

The submitted offers shall be evaluated using the following method

ad. 1)

(C) score for the price: the offer with the lowest price will get a max number of points = 70 points,

Other offers will be evaluated on a proportion basis in relations to the lowest price offer according to a formulae:

$$C = [C \text{ min}/C \text{ ev}] \times 100 \times 0.70$$

where:

C: number of points for the offer price

C min: the lowest offer price among examined offers

C ev: price of the evaluated offer

ad. 2)

(D) experience in conducting the MSC certification process: particular offers will be granted points for fulfilling the experience criterion according to the following method:

- a) at least one MSC certification process conducted by the contractor: 1 point
- b) at least two MSC certification processes conducted by the contractor: 2 points
- c) at least three MSC certification processes conducted by the contractor: 3 points

Please note: the points given for the experience in carrying out MSC certification processes do not add up. The points will be calculated using the following formulae:

$$D = [D_i/3\text{points}] \times 100 \times 0.15$$

where:

D: number of points granted for the evaluation criterion referring to the experience in conducting the MSC certification process

D_i: number of points granted for the experience in conducting the MSC certification process

3 points: maximum number of points for the experience in conducting the MSC certification process

In the submitted offer the contractor must indicate the number of conducted MSC certification processes. The points shall be granted on the basis of the submitted list of projects in which the MSC certification had been carried out and the documents proving the experience in this field. For every conducted certification process, which fulfils the criterion referring to the experience in conducting the MSC certification process (D), as well as the criterion referring to the experience in conducting the MSC certification process in the Baltic Sea region (M), the contractor gets points for both criteria.

ad. 3)

(M) experience in conducting the MSC certification in the Baltic Sea region: particular offers will be awarded points for the experience criterion on the basis of the following method:

- a) at least one MSC certification process conducted by the contractor in the Baltic Sea region: 1 point
- b) at least two MSC certification processes conducted by the contractor in the Baltic Sea region: 2 points
- c) at least three MSC certification processes conducted by the contractor in the Baltic Sea region: 3 points

Please note: the points given for the experience in carrying out MSC certification processes in the Baltic Sea region do not add up. The points will be calculated using the following formulae:

$$M = [M_i/3\text{points}] \times 100 \times 0.15$$

where:

M: number of points granted for the evaluation criterion referring to the experience in conducting the MSC certification process in the Baltic Sea area

M_i: number of points granted for the experience in conducting the MSC certification process in the Baltic Sea region

3 points: maximum number of points for the experience in conducting the MSC certification process in the Baltic Sea region

In the submitted offer the contractor must indicate the number of conducted MSC certification processes in the Baltic Sea region. The points shall be granted on the basis of the submitted list of projects in which the MSC certification had been carried out in the Baltic Sea region and the documents proving the experience in this field. For every conducted certification process, which fulfils the criterion referring to the experience in conducting the MSC certification process (D), as well as the criterion referring to the experience in conducting the MSC certification process in the Baltic Sea region (M), the contractor gets points for both criteria.

The final score for the individual offers will be the sum of the points (P) for the above criteria, calculated according to the formulae:

$$P = C + D + M$$

The contracting authority will select the most advantageous tender, with the highest number of points for particular criteria.

9. The term of the offer and its extension.

The term of the offer's validity is 30 days. The validity period of the offer starts with the expiry of the deadline for submitting the offers. In the case a tendering procedure is not settled before the expiry of the offer validity, the contractors, who submitted the offers, will be asked to prolong their validity for at least 30 days. The contractor may also extend the offer validity period himself or at the demand of the contracting authority.

10. Place and date of offer submission and opening.

- 1) The offer must be submitted no later than 28 February 2019, 12:00 hours to the Secretariat of the Kołobrzeg Fish Producers Group (Kołobrzaska Grupa Producentów Ryb sp. z o.o.), located in Kołobrzeg, Węgorzowa 8 street, or send by mail to the address: Węgorzowa 8, 78-100 Kołobrzeg (the date of delivery of the letter to the contracting authority counts).
- 2) Place and date of offer opening:
 - a) Place of offer opening: the premises of the Kołobrzeg Fish Producers Group, Węgorzowa 8, 78-100 Kołobrzeg, conference room;
 - b) Date of offer opening: 28 February 2019, 15:00 hours.
- 3) Offers submitted before the deadline for offer submission will be registered. An envelope or other packaging, in which the offer will be submitted shall be numbered according to the tendering order and the date of its submission.
- 4) If a price written in words by the contractor is different than a digitally-written price, the price written in words will be taken into account in the tender opening.

11. Reasons for rejecting an offer:

- 1) The contracting authority rejects an offer, if:
 - a) its content does not comply with the content of the specification of the tender conditions, subject to paragraph 7 point 25 of the Tender Specification;
 - b) the contractor does not submit, complete, correct or give explanations despite the demand referred to in paragraph 7 point 22;
 - c) its concept constitutes an act of unfair competition within the meaning of the rules on combating unfair competition;
 - d) it contains an abnormally low price or cost in relations to the subject of the contract;
 - e) it was submitted by a contractor excluded from the tender procedure;
 - f) the contractor, within 3 days from the date of notification, disagreed to correct the errors referred to in paragraph 7 point 25 of the Tender Specification;
 - g) the contractor has not agreed to extend the validity of the offer in the event of an extension of the tender procedure.
- 2) The offer, contains an abnormally low price or cost in relations to the subject of the contract, if:
 - a) the total price of the offer is lower by at least 30% from the financial expenses, which the contracting authority intended to allocate to the contract, published on the website of the contracting authority, or
 - b) the offered price or cost, or their essential components appear to be abnormally low in relations to the subject of the contract and raise doubts of the contracting authority as to the possibility of executing the subject of the contract in accordance with the requirement laid down by the contracting authority or resulting from separate provisions.

- 3) The contracting authority shall ask for clarification, in the case referred to in point 2 (a), and in the case referred to under point 2(b) may ask for clarifications, including the evidence concerning the price or cost calculation, in particular:
 - a) savings made in executing the contract, selected technological solutions, exceptionally favourable conditions for the execution of the subject of the tender available to the contractor, innovative solutions, labour costs, the value of which used in determining the price must not be lower than the minimum wage or minimum rate per hour, set on the basis of applicable provisions;
 - b) public aid granted under separate provisions;
 - c) resulting from the labour and social security regulations in force where the contract is executed;
 - d) resulting from environmental legislations.
- 4) The obligation to demonstrate that the offer does not contain an abnormally low price or cost is imposed on the contractor.
- 5) The contracting authority shall reject the offer submitted by the contractor, who has not provided the explanations referred to in point 3 or if the evaluation together with submitted evidence proves that the offer contains an abnormally low price or cost with reference to the subject of the contract.

12. Annex 5 to this Tender Specification contains essential provisions of the contract and terms of payment.

13. The tender documentation and any information regarding the tender shall be provided by the entity assisting the contracting authority in this procedure the MARE Foundation, located in Warsaw, Olga Sarna – phone (+48) 604668682, Ewa Milewska phone - (+48) 504172058

14. The successful tenderer, whose offer was selected shall conclude the contract within 14 days from the date of the announcement of tender results.

15. When submitting the offer, the tenderer declares that he has read the contract documents and tender conditions and does not raise any objections, he has obtained all necessary information for preparing an offer and completing the contract and accepts the date of contract performance.

16. The contracting authority shall reserve the right to cancel the contract performance, without giving any reason, to cancel the tender, to close the tender, without selecting any offer or to change the terms of the contract at any stage of the tendering procedure.

17. In the event of a change in the terms of the contract and Tender Specifications, the deadline for submitting the offers and their opening shall be extended by at least 14 days from the date of the publication of the information on the website of the contracting authority.

18. The tender procedure shall be cancelled in the absence of at least two offers made compliant with the Tender Specifications. In the case of submission of at least two

offers compliant with the Tender Specifications for only one task, the contracting authority may settle this part of the tender in accordance with the Tender Specifications, and cancel the part containing the task for which no offer was submitted.

- 19. The contracting authority shall notify the tenderers on the results, cancellation or closure of the tender without selecting any offer, in writing to the address indicated in the offer, within 14 days from the settlement of the tender procedure or its cancellation.**
- 20. The Tender Specifications, including the Annexes were prepared in Polish and English and are available for download at www.kgpr.pl in both language versions. In the case of doubts as to the content of the Tender Specifications, the Polish version will be decisive.**

Annexes:

- 1) Tender submission form
- 2) Declaration on the fulfilment of the conditions for participation in the tender procedure.
- 3) Declaration on the absence of grounds for exclusion from the tender procedure
- 4) List of services performed by the contractor
- 5) Relevant contract provisions



Annex 1

To the Tender Specification
Tender submission form

TENDER SUBMISSION FORM

for the following contract:

“Preparing the reports for the full assessment process of the compliance of the Polish herring and sprat fishery and pre-assessment and full assessment of the Polish flatfish fishery in the framework of the project entitled “Assessment of the Polish fishery for herring, sprat and flatfish to the standards of the Marine Stewardship Council and certification of the processing plants of the Kołobrzeg Fish Producers Group”.

1. Identity of the contractor:

Full name of the contractor

.....

Address.....

Phone / fax

E-mail:

Tax Identification Number

.....

Company Registration Number

.....

Personal Identity Number/ National Court Register Company Registration Number

.....

2. The contracting authority:

Kołobrzeg Fish Producers Group (Kołobrzaska Grupa Producentów Ryb sp. z o.o.)

Węgorzowa 8, 78-100 Kołobrzeg

Court Register KRS 0000234212, Company Registration No. REGON 320047293, NIP 6711716546

e-mail:

website: www.kgpr.pl

3. I undertake to execute the subject of the contract for the price:

Total price for executing the contract: PLN net (in writing.....)

+ VAT tax in the amount of % giving the gross price

(in writing.....)

4. The contractor's statement:

- 1) I, the undersigned, hereby undertake to perform the contract in the period referred to in the Tender Specifications.
- 2) I have read the Tender Specifications and the annexes, I accept its terms and do not raise any objections.
- 3) I accept the terms of payment presented in the relevant contract provisions in Annex 5 to the Tender Specifications.
- 4) I accept without any reservation the content of the relevant contract provisions as set out in Annex 5 to the Tender Specifications as well as the date of delivery of the subject of the contract.
- 5) In the case of the award of the contract, I undertake to sign a contract, containing all relevant provisions referred to in Annex 5 to the Tender Specifications, at the place and date indicated by the contracting authority.
- 6) I have the necessary knowledge and experience to ensure the execution of the contract.
- 7) I have the relevant economic, financial liability as well as dispose of persons able to execute the contract.
- 8) To confirm the fulfilment of the requirements, I enclose the following statements and documents:

.....

.....

.....

.....

.....

.....

5. I agree to have my personal data processed by the contracting authority for the purpose and extent necessary for the tendering procedure, including the publishing of tender results on the website of the contracting authority and transfer of my personal data to third parties, if it is necessary for conducting of the tender procedure and the settlement of the European Union's funding.

.....
(date and signature of authorised person)



Annex 2

To the Tender Specification

Declaration of compliance with the conditions for participation in the tender

Declaration of compliance with the conditions for participation in the tender

In respect of the offer submitted under Article 70¹ of the Act of 23 April 1964 – the Civil Code, in the framework of the tender procedure for “Preparing the reports for the full assessment process of the compliance of the Polish herring and sprat fishery and pre-assessment and full assessment of the Polish flatfish fishery” in the framework of the project entitled “Assessment of the Polish fishery for herring, sprat and flatfish to the fisheries standards of the Marine Stewardship Council and certification of the processing plants of the Kołobrzeg Fish Producers Group” I, the undersigned, declare that I dispose of persons able to execute the contract, with adequate skills and experience and I also declare that I have the relevant economic, financial liability to execute the contract.

.....
(date and signature of authorised person)

Annex 3

To the Tender Specification

Declaration concerning the absence of grounds for exclusion from the tender procedure

Declaration concerning the absence of grounds for exclusion from the tender procedure

In respect of the offer submitted under Article 70¹ of the Act of 23 April 1964 – the Civil Code, in the framework of the tender procedure for “Preparing the reports for the full assessment process of the compliance of the Polish herring and sprat fishery and pre-assessment and full assessment of the Polish flatfish fishery” in the framework of the project entitled “Assessment of the Polish fishery for herring, sprat and flatfish to the fisheries standards of the Marine Stewardship Council and certification of the processing plants of the Kołobrzeg Fish Producers Group” I, the undersigned, declare that I am not subject to exclusion from the tender procedure in the circumstances referred to in the Tender Specification, in particular:

- 1) I have no personal or capital ties with the contracting authority. There are no interactions between the contracting authority or persons authorized to enter into commitments on behalf of the contracting authority, or persons performing activities related to the preparation and implementation of the procedure of selecting the contractor on behalf of the contracting authority and myself, in particular through:
 - 3) participation in the company as a partner of a civil law partnership or another partnership,
 - 4) possessing at least 10% of shares and stocks,
 - 5) acting as a member of the supervisory or management board, proxy, or plenipotentiary,
 - 6) remaining in a marriage relationship, in a family relationship or affinity in a straight line, relationship or affinity in the collateral line to the second degree, or in a relationship of adoption, guardianship or custody.
- 2) I have not mislead the contracting authority when submitting the information, I am not subject to exclusion, I fulfil the conditions of the tender procedure or objective and non-discriminatory criteria and I did not withhold this information;
- 3) I did not submit misleading information to the contracting authority, that may have a substantial effect on the decisions taken by the contracting authority in the tender procedure;
- 4) I have not unlawfully influenced or tried to influence the contracting authority’s activities or to obtain confidential information, which could give him advantage in the tender procedure
- 5) Neither me, nor any of my employees, nor a person executing work under a separate contract of service, took part in the preparation of this tender procedure;
- 6) I have not concluded an agreement with other contractors aimed at distorting competition between contractors in the tender procedure;
- 7) I do not meet any other conditions excluding me from the tender procedure, indicated in the Tender Specifications.

.....
(date and signature of authorised person)

Annex 4

To the Tender Specification

List of services performed by the contractor

**List of projects executed by the contractor in the last three years
and related to the MSC certification**

In respect of the offer submitted under Article 70¹ of the Act of 23 April 1964 – the Civil Code, in the framework of the tender procedure for “Preparing the reports for the full assessment process of the compliance of the Polish herring and sprat fishery and pre-assessment and full assessment of the Polish flatfish fishery” in the framework of the project entitled “Assessment of the Polish fishery for herring, sprat and flatfish to the fisheries standards of the Marine Stewardship Council and certification of the processing plants of the Kołobrzeg Fish Producers Group” I, the undersigned, declare that in the last three years before the date of the initiation of the tender procedure, I have gained the following experience in conducting the MSC certification and in conducting the MSC certification processes in the Baltic Sea region:

No.	Short description of the subject matter of the project, please indicate whether the project was conducted in the Baltic Sea region	Client (contracting authority) of the project	Date of execution
1.			
2.			
...			

.....
(date and signature of authorised person)

Annex 5

To the Tender Specification

Relevant contract provisions

1.

The subject of the contract is to carry out the complete process of preparing reports related to:

- 1) full assessment process of the compliance of the Polish herring and sprat fishery in the Western and Central Baltic to the fisheries standards of the Marine Stewardship Council,
- 2) pre-assessment of the Polish flatfish fishery (flounder, turbot and plaice) in the Western and Central Baltic to the fisheries standards of the Marine Stewardship Council,
- 3) full assessment of the Polish flatfish fishery (flounder, turbot and plaice) in the Western and Central Baltic to the fisheries standards of the Marine Stewardship Council,

in the framework of the project entitled “Assessment of the Polish fishery for herring, sprat and flatfish to the fisheries standards of the Marine Stewardship Council and certification of the processing plants of the Kołobrzeg Fish Producers Group”.

2.

In fulfilling the subject matter of the contract, the contractor’s obligations shall be:

- 1) conducting a full assessment of the herring and sprat fishery, using pelagic trawls and gill nets as the fishing gears,
- 2) conducting a pre-assessment and full assessment of the flatfish fishery (flounder, turbot and plaice), using demersal trawls and gill nets as the fishing gears,
- 3) conducting annual audits for a period of 5 years after the certificate has been obtained,
- 4) preparing preliminary and final reports,
- 5) transferring the rights to the reports to the contracting authority,
- 6) preventing the possibility to add vessels to the list of certified vessels without the approval of the contracting authority.

3.

The contract will be executed from the date of the signature until the date of completion of the project “Assessment of the Polish fishery for herring, sprat and flatfish to the fisheries standards of the Marine Stewardship Council and certification of the processing plants of the Kołobrzeg Fish Producers Group” by the contracting authority”, but not longer than 15 months from the date of the signature. The date of the completion of the certification process 30 June 2020.

4.

The contractor shall use the current MSC Certification Requirement, which apply at the time of the assessment, as well as the MSC Principles and Criteria for Sustainable Fishing, which apply at the time of the assessment and in relation to the assessment method used for other fisheries.

5.

- 1) The contractor shall perform the subject matter of the contract in accordance with this agreement, the Tender Specifications, its offer, which constitute the annexes to this agreement, according to the list, as well as other provisions referred to in this contract.

- 2) The contractor is obliged to perform the subject matter of this agreement with due diligence and to maintain the confidentiality of the received information.
- 3) The contractor declares that he has the necessary knowledge, experience, technical skills and all rights required by law to perform the subject matter of this contract, and that he will dispose of persons capable to perform it during its entire duration.
- 4) The contractor declares that he will be entitled to the copyrights and property rights to the work produced under this contract and these rights will not be subject to the rights of third parties.
- 5) The contractor declares that the work executed under the contract is its exclusive property, is the result of its original creation and it shall not be subject to the rights of third parties and shall not infringe the rights of third parties.
- 6) The report will be executed in written and electronic form.
- 7) The contractor shall be liable for damages caused by its deliberate actions.

6.

The remuneration of the contractor shall cover of all costs related to the execution of the subject of this contract, resulting directly from the contract, annexes to the contract, as well as unspecified costs necessary for the execution of the tasks and achievement of the goal, including the remuneration for transferring the copyrights of the projects and works as well as travel costs related to the conduct of the assessment process and the annual audits..

The invoices shall be payable within 30 days after the receipt of the invoice by the contracting authority.

7.

- 1) Once the certification has been granted, it will be valid for a maximum period of five years from the time the certificate is granted.
- 2) Any addition or deletion of the units of certification can only be made with the consent of the contracting authority.
- 3) Adding any new units of certification to the list of units of certification is not possible without the consent of the contracting authority. The certification process shall only cover the entities and fisheries resulting from this contract and accepted by the contracting authority
- 4) In the event that the certificate is to be awarded and an agreement is to be signed, uniquely the entities identified and accepted by the contracting authority will have the right to use the certificate, after satisfying all documented and published requirements for the fishery to use the certificate.

8.

- 1) The contracting authority shall have the right to terminate the contract without notice in the event of non-performance or improper performance of the contract by the contractor.
- 2) The contracting authority has the right to withdraw from the contract, without notice and without setting another due date, if the contractor is delayed with the execution of the subject of the contract by more than 45 days.
- 3) In the event of termination of the contract without notice or withdrawal from the contract, the contractor shall pay the contracting authority a contractual penalty of 10% of the net remuneration fixed in the contract.
- 4) The contractor shall pay a contractual penalty of 500.00 Polish zlotys for every day of delay.

- 5) The contractor agrees to the deduction by the contracting authority of contractual penalties from the contractor's remuneration.

9.

The rights for exclusive use and exploitation of the projects and works executed by the contractor in any form and with the use of all technical means as well as proprietary copyrights are transferred to the contracting authority for remuneration, upon transfer of these projects and works by the contractor, his employees and subcontractors of the projects and works executed for the purpose of implementing the subject matter of this contract.

The contracting authority acquires full and unlimited right to use the subject matter of the contract (projects and works), to copy and distribute it whole and in part, in any way and to any extent in any field of exploitation, and in particular the following provisions shall apply:

- 1) with respect to recording and multiplying of every draft and final product, the right to produce by means of any technique, including printing, a reprographic technique, tape recording, a digital technique and multimedia copies of projects and works;
- 2) with respect to trading the original or the copies of the product – the right for the marketing, lending for use, renting the original or the copies of the product;
- 3) with respect to the dissemination of the projects and works in any other way than specified above – the right for publicly perform, issue, wirelessly display, reproduce and broadcast in television and radio (terrestrial or satellite) or wired display, rebroadcasting and public access of the product in the manner enabling everyone to have access to it at the place and at the time they choose, including publication in the press, internet as well as through webcasting, simulcasting, videocasting and other forms of internet transmission and broadcasting through phone network (fixed and mobile networks), in particular on mobile phones (including WAP) and digital devices (e.g.: decoders, VOD, PPV, personal computers and others),
- 4) the right to permanent or temporary reproduction of projects and works in whole or in part, by all means and forms;
- 5) the right to translate, change the format, design of the projects and works, including changes to the layout or any other changes in the projects and works, in particular changes in the arrangement and size of individual graphic elements used in the projects and works;
- 6) the right to use projects and works in all available forms, among others in means of advertising, including television advertising, radio, press, web, outdoor advertising, advertising materials not intended for media presentation (BTL), posters, leaflets, brochures and other advertising accessories.

The contracting authority may exercise the rights referred to above using any existing or future media and technology, without any restrictions, and may transfer them to third parties without restrictions.

10.

The ruling law of this contract and of the relationship of the parties thereto arising out of it shall be made under and governed solely by and construed in accordance with the Polish Law, and both Parties agree to comply uniquely with the jurisdiction of the Polish Court.

In the draft contract, the contractor shall propose the necessary provisions for the proper execution of the purpose of the contract among others:

- 1) A procedure for preserving confidentiality of the company and other information in the framework of the contract,



- 2) A procedure for complaints and objections to the operations of the accreditation body (certification body),
- 3) Other provisions as to the use of the works by other entities.