Contract No………..

signed on the………….in Warsaw, between the Civil Aviation Office, located in Warsaw, Zelazna Street 59, further called the "Contracting authority", represented by:

Mr. Grzegorz Mroczek – Director General of the Civil Aviation Office

and

....

represented by:

....
further called the "Provider".

As a result of the procedure for awarding a public contract in an unrestricted tender, conducted in compliance with Article 39 of the Public Procurement Act of 29th January 2004 (Prawo Zamówień Publicznych) (Official Journal of 2006, No 164, item 1163 with later amendments), further called the Pzp, the following Contract has been signed:

§ 1

1. The contract covers:

    a. Allocating by the Provider to the contracting authority the right to temporary use computer software with an examination program assessing ability of persons to analyse x-ray images of cabin and hold baggage in order to identify prohibited items in those baggage.

    b. Installation and implementation of the computer software on Civil Aviation Office servers.

    c. Training of 4 employers of the Civil Aviation Office, in compliance with the detailed order description (attachment No 1 to SEOCR). The training shall be conducted at the contracting authority's premises.

2. The contract shall be delivered not later than 7 days from the date of its signing by both parties.

3. This contract expires after 3 years from the date of its signing.

4. The Provider agrees to:

a. provide and install the computer software on the Civil Aviation Office server;
b. deliver a training package for 4 persons in compliance with the detailed order description;

5. The delivery of the contract item shall be confirmed by signing a receipt by both parties. The contracting authority allows an earlier completion of the order by the Provider subject to all technical and formal system requirements defined in SEOCR are complied with.

6. The computer software delivery to the contracting authority shall be confirmed by signing a receipt of good's delivery (sample – attachment no 5 to SEOCR) signed by representatives of the contracting authority and the Provider, after the contracting authority has checked its proper functioning and verified whether the software is compliant with the technical-operational requirements specified in attachment No 1 to SEOCR.

7. The verification and operational tests of software shall begin within 1 working day from the date of notifying its readiness and shall be completed within a maximum of 2 working days from the day of starting the tests.

8. In the case when the contracting authority does not start the verification of the software within 1 working day from the date of notifying its readiness or does not complete the tests within 2 working days from the day of starting the tests, the Provider is authorized to unilaterally sign the receipt, and signed in such manner has the power of a formal receipt of the contract item.

9. If the contracting authority, during tests, demonstrates errors in software functioning, the time allocated for testing the software is suspended until noncompliance is removed and resumed after its rectification.

§ 2

1. Persons participating in the execution of this order, which is the item of this contract, are:

      for the contracting authority:
1. Maciej Urbański – Director of the Civil Aviation Security and Facilitation Department
2. Adam Troczyński – Head of the Aviation Security Training Unit
3. Zygmunt Cal – Head of the IT Division

      for the Provider:
      ....

§ 3

1. The total value of the contract cannot exceed the value of...........................zl gross, in words:...gross.

2. The above specified amount includes all costs of executing the contract, as specified in § 1 of the contract.

3. The payment defined in point 1 covers the entire amount that the contracting authority is required to pay for delivering the contract, and includes all remuneration, costs, insurance, installation, tests, maintenance and rectifications conducted during the warranty period and other costs, training and implementation of the program, all together with VAT.

4. The remuneration shall be delivered on a one-off basis.

5. All payments shall be conducted by the contracting authority to the Provider's account no...within 14 days from the date of delivering the VAT invoice to the Civil Aviation Office.

§ 4

1. The Provider is obligated to deliver to the contracting authority full technical and operational documentation on paper and in an electronic form, that is: software documentation, description of how the software works and how to use it, a set of warranty recommendations for the contracting authority, methods for securing and recovering the System and data, recommendations for the system administrator for monitoring and planning system operations, modifications and developing reports generated by the System.

§ 5

1. If the delivery of the contract items defined in § 1 points a, b, c is delayed:

   a. by a maximum of 7 days – the Provider shall pay the contracting authority an agreed penalty of 1% of the contract value for each day of delay.
   b. exceeds 7 days - the Provider shall pay the contracting authority an agreed penalty of 20% of the contract value. In such a case the contracting authority reserves the right to terminate the contract due to the Provider's fault. In this case the Provider shall be paid remuneration equal to the value of the part of the contract delivered. The settlement shall be conducted in the same manner as for the entire contract.

2. The penalties specified above do not cumulate, that means, that if the delay, described in this contract in § 1, pt. 2 exceeds 7 days, the only demanded penalty is that defined in § 5 pt.1 b); the penalty of pt 1 b) is not added.

3. The penalty has to be paid not later than 14 days from the date of imposing the penalty on the Provider by the contracting authority.

4. The resolutions of § 5 point 1 are not applicable if the delay in delivering the contract lies mainly on the side of the contracting authority, or if the delay was caused by outside circumstances.

§ 6

In accordance with Article 145 Pzp, if the circumstances change essentially and lead to a situation where the delivery of the contract does not lie in the public interest, which was unforeseen when signing the contract, the contracting authority may cancel the contract within 30 days from the date of being informed of the above circumstances. In such a case the Provider may only demand payment for the delivered part of the contract. Such remuneration shall be delivered within 14 days from the date of canceling the contract.

§ 7

1. The Provider is responsible for the appropriate functioning of the software - the contract item; if defects or non-compliance of technical-operational parameters with the contracting authority's SEOCR are found, the Provider is responsible for their immediate rectification.

2. As stated in the provisions of the Civil Code, the Provider is responsible for all damages, this including costs of legal proceedings and other economic liabilities, if these should directly or indirectly result from defects of the items delivered under this contract.

3. During the validity period of the contract all malfunctioning and operational defects in the software shall be rectified free of charge by the Provider.

4. The Provider shall be informed by e-mail, fax or telephone of all malfunctions and operational defects in the software with a short description of the malfunction and a demand to rectify them. Information about defects or malfunctions delivered personally or by telephone shall be confirmed in writing and sent by fax within 48 working hours.

5. The Provider is obliged to react to the claim immediately when informed.

6. The Provider shall not be responsible for defects which are caused solely by the contracting authority, its employees and persons authorized by the contracting authority to operate the System. The Provider is not responsible for defects which are the result of improper use of the Flight Personnel Examination System, if used by unauthorized persons and if operated not in accordance with Provider's recommendations and instructions.

7. The time required to recover full operational capacity of the system cannot exceed 5 working days, counted from the day of accepting the claim as justified.

§ 8

1. The Provider states, and the contracting authority accepts that the Provider owns copyrights to the product, in the understanding of Article 1 of the Copyrights and related rights Act of 4th February 1994 (State Journal of 2000, No 80, item 904 w later amendments), of the said software and training program which are items of this contract. The Provider has the right to grant a license for the use of the software, provided it does not breach the rights of third parties.

§ 9

The Provider and authorized persons, who in his name participate in the product implementing process, are obliged to maintain in secrecy all acquired information which must be protected in accordance with legal regulations in force on the territory of the Republic of Poland, as stated in the Personal Data Protection Act (Official Journal 2007, No 223, pos. 1655; O. J. 2008, No 171, pos. 1058).

§ 10

All changes and additions to this contract shall be done in writing, otherwise void, in accordance with Article 144 of the Public Procurement Act (State Journal 2006, No 164, item 1163 with later changes.

§ 11

Any disputes arising from this contract shall be settled amicably or otherwise by court appropriate for contracting authority's business address.

§ 12

The Public Procurement Act and Civil Code shall be applicable to all issues not covered by this contract.

§ 13

The contract has been done in four identical copies, two copies for each party.

Contracting Authority   Provider

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Attachments to the contract:

Attachment No 1: Detailed description of the purchase order
Attachment No 2: Filled offer form