



CONTRACT NOTICE
IN THE AREA OF SCIENCE
for

the delivery of a multi-parameter oceanographic probe

Name and address of the Contracting Authority

The Institute of Oceanology of the Polish Academy of Sciences
(Instytut Oceanologii Polskiej Akademii Nauk)
ul. Powstańców Warszawy 55
81-712 Sopot, Poland
Fax (48 58) 551 21 30
Email: office@iopan.pl

I. The legal basis

The Contract awarded under art. 11(5)(1) of the Act of 11 September 2019 on Public Procurement Law (the consolidated text in the Journal of Laws from 2022, Item 1710, as amended).

II. Description of the subject of the contract

1. The subject of the procedure is **the delivery of a multi-parameter oceanographic probe** for the Contracting Authority – the Institute of Oceanology of the Polish Academy of Sciences, ul. Powstańców Warszawy 55, 81-712 Sopot, Poland.
2. CPV code: 38400000-9 - instruments for checking physical characteristics.
3. The description of requirements and technical specification:
 - 1) multi-parameter CTD probe with additional sensors;
 - 2) CTD probe with a sampling rate frequency of 20 Hz;
 - 3) Pressure sensor range 0 .. 1000 dbar and accuracy 0.01% FS;
 - 4) Temperature sensor range -3 .. + 50°C, accuracy 0.002°C and reaction time not more than 50 ms;
 - 5) The range of the conductivity sensor in salt water 0 .. 70 mS / cm and the accuracy 0.003 mS / cm;
 - 6) dissolved oxygen optical sensor with a response time of 1 second, range 0..45 mg / l and accuracy 0.1 mg / l;
 - 7) the fluorescence and turbidity sensors with a response time of 0.6 seconds, working depth up to 2000 meters;
 - 8) RS232C interface for probe communication (MCBH-6-MP connector);
 - 9) cable for connecting the on-board unit to the winch 50 meters;
 - 10) PIGTAIL CTD cable to be installed on a coaxial cable;
 - 11) probe housing diameter not more than 100 mm;
 - 12) online telemetry via a coaxial cable with an underwater unit modem and an on-board unit;
 - 13) standalone working mode of the probe (saving data to internal memory);
 - 14) software to fully control the CTD probe.
4. The Contracting Authority hereby states that only the minimum requirements were set out in the detailed description of requirements and technical specification. The Contractors may offer the devices with the same or better specification in their bids. Shall the description of the subject of contract contain any trademarks, patents or if the origin of the subject of contract, source or a particular process which characterises the products or services provided by a specific economic operator was determined - it must be assumed that the Contracting Authority, due to the nature of the subject of contract, provided such description with an indication of the type of the subject of contract and allows bids equivalent in terms their visual appearance, functionality, functional and performance parameters not worse than those given in the description of the subject of contract.
5. The Contracting Authority informs that it has indicated only the elements of the equipment, which it considered essential, however, failure to mention some of the elements included in such equipment means that the Contractor is obliged to offer devices that form a functional whole with the elements

indicated by the Contracting Authority. The Contracting Authority indicates that irrespective of the number of essential elements of the equipment mentioned, the Contractor is to offer fully equipped equipment capable of working without additional investment or outlays.

6. The Contractor shall provide the Contracting Authority with documentation and operating manual in Polish or in English.
7. The offered equipment should have minimum 12 months warranty counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.
8. The offered equipment must be new, free from defects or damage, not used, free of third-party rights. The Contracting Authority does not allow the equipment from the exhibition to be offered.
9. The offered equipment must be a solution available on the market and be currently in use.
10. The Contracting Authority requires the Contractor to deliver the subject of contract to the registered office of the Contracting Authority within the declared bid price (net value).

III. Place and date of implementation of the contract

1. Deadline of the execution of the contract: no later than **8 weeks** from the Contract signature.
2. Place of the delivery: registered office of the Contracting Authority – **ul. Powstańców Warszawy 55, 81-712 Sopot, Poland.**

IV. Conditions for participation in the procedure

1. The Contractors who would like to participate in the contract award procedure must comply with the requirements set out below:
 - 1) ability to perform business transactions - *The Contracting Authority does not specify this condition;*
 - 2) authorisations required to carry out specific economic or professional activity, if required under separate regulations - *The Contracting Authority does not specify this condition;*
 - 3) economic or financial standing - *Ensuring the execution of the contract;*
 - 4) technical and professional capability - within the scope of expertise and experience: *in the form of at least two properly completed or ongoing (in case of periodical or permanent contracts) deliveries corresponding to the subject of contract, i.e. the delivery of a multi-parameter oceanographic probe, with a gross value of at least PLN 120,000 each, which took place within the last 3 years before the end of the deadline for the submission of bids or, if the period of Contractors activity is shorter – within that period.*

Notice!

If the payment for the delivery was made in currency other than PLN, to determinate value of the delivery, the Contractor should convert it into PLN at an average FX rate of the currency announced by the National Bank of Poland as of the date of publication of this Notice (November 23rd, 2022).

2. To confirm compliance with conditions specified in point 1 the Contractor should submit Statement of compliance with the conditions for participation in the procedure – according to the specimen form being **Appendix no. 2** to the Notice.
3. Assessment of compliance with conditions specified in point 1 will take place in accordance with the method: meets conditions/ doesn't meet conditions.
4. In case of not meeting conditions of participation in the procedure the Contractor's offer will be rejected.

V. Terms and procedure of payment, essential terms and requirements of the Contract:

1. The contract is funded from project „ARGO-Polska” within program “Wsparcie udziału polskich zespołów naukowych w międzynarodowych projektach infrastruktury badawczej” funded by Ministry of Education and Sciences (MEiN) (contract numer 2022/WK/04 dated 24.08.2022).
2. The payment for the delivered object of the contract will take place on the basis of the invoice delivered to the Institute of Oceanology of the Polish Academy of Sciences, following the signing the acceptance protocol by the Contracting Authority without reservations.
3. Payment will be transferred from the account of the Contracting Authority to the Contractor's account specified on the invoice within 21 days counted from the date of acceptance of the object of the agreement without reservations and after receipt of the invoice properly issued by the Contractor.

4. The costs of VAT and customs shall be accounted for and covered by the Contracting Authority, if the Contracting Authority has this obligation according to applicable rules of law (including laws on value added tax). If the Contracting Authority is obliged to fulfil this tax liability under applicable rules of law on value added tax, the Contractor shall be entitled only to the net value of the goods for which the Contracting Authority has a tax liability
5. The advance payment, no higher than 20% of remuneration, can be made on Contractor's request. The advance payment will be made based on pro forma invoice. The advance payment will be transferred from the account of the Contracting Authority to the Contractor's account within 14 days from the date of receipt of the pro forma invoice properly issued by the Contractor.
6. The payment for the performance of the Contract amounts shall be made in accordance to Contractor's bid, in one of the following currencies: PLN, USD or EURO.
7. All essential terms and requirements can be found in the draft of the Contract (Appendix no 3 to the Notice).
8. The Contracting Authority shall conclude the Contract according to the presented draft with the Contractor whose offer shall be considered the most favourable.

VI. Criteria of evaluation

1. The selection of the most favourable quotation will be made in accordance with following criterion:
A bid price (Gross price) – weight 100%
2. Points in the "price" criterion shall be calculated according to the following formula:

$$\text{number of points} = \frac{\text{the lowest bid price}}{\text{the examined Bid price}} \times 100 \text{ points}$$

3. The bid price is the gross price for the performance of the entire subject of the Contract.
4. The bid price quoted in the bid shall include all costs related to the performance of the Contract, including but not limited to the cost of the object of the contract (with documentation, software and firmware), cost of packaging, transport to the place of destination and insurance during delivery to the place of destination, cost of warranty and warranty service, as well as cost of granting a license for software and firmware.
5. If a bid has been submitted, the selection of which would result in a tax obligation on the Contracting Authority under the provisions on tax on goods and services, the Contracting Authority will, in order to evaluate such a tender, add the value added tax (VAT) payable under these provisions to the tender price. The Contractor, when submitting a bid, shall notify the Contracting Authority that the selection of the bid will lead to a tax obligation on the Contracting Authority, indicating the name (type) of goods or services, delivery of which will lead to a tax obligation indicating their value without the tax amount and tax rate that, according to the Contractors knowledge, the Contracting Authority will be obligated to pay.
6. If a bid has been submitted by Contractor having its registered office and location of the business activity outside of the Republic of Poland, the costs of the value added tax (VAT) shall be billed and covered by the Contracting Authority. In such a case, the Contractor shall indicate only the net value of the Contract. In order to evaluate such an bid offer, the Contracting Authority shall increase the bid price by adding the tax on goods and services (VAT) that shall be settled by the Contracting Authority in accordance with the provisions on tax on goods and services.
7. Shall the Contractor offer a discount, the discount should be included in the bid price.
8. The Contractor can offer only one price for the performance of the contract. Price variants are not allowed.
9. The Contracting Authority allows the bids to be submitted in the following currencies: PLN, USD or EURO.
10. The maximum number of points that the Contractor may obtain in this procedure: 100 points.
11. Calculations of the points will be made with the accuracy to two decimal places.
12. The bid with the highest number of points will be considered the most favourable bid submitted in the procedure. The result will be treated as the point value of the bid.
13. The Contracting Authority shall select the most favourable bid on the basis of the bid evaluation criteria specified in the Contract Notice. The most favourable bid is the one that presents the best value for money.

VII. Place, date and form of submission of bids, information regarding the procedure

1. **The Bid signed by a person authorized to act in the Contractor's name should be submitted** no later than on **December 1st, 2022, 10:00 am** (Central European Time - CET) by email – **mmasnicka@iopan.pl**

- entitled „**The Bid for the delivery of a multi-parameter oceanographic probe - IO/ZN/7/2022**”.
2. The Contractor's bid shall include:
 - 1) **the Bid Form** prepared in accordance with the template constituting Appendix no 1 to the Contract Notice;
 - 2) **Statement of compliance with the conditions for participation in the procedure** - signed in accordance with the template constituting **Appendix no 2** to the Contract Notice;
 - 3) **Technical Specifications of offered equipment (catalogs, brochures, catalog cards, etc.)** confirming that the offered devices meet the requirements described in Chapter II of the notice (Description of the subject of contract).
3. The Contractor shall state in the Bid Form manufacturer, type, model and catalogue number of offered equipment as well as warranty period for the subject of contract.
4. The offers submitted after the deadline set in point 1 will not be taken into consideration.
5. Information, which is regarded as a business secret of the Contractor, within the meaning of the provisions concerning the combating of unfair competition, should be labeled as such by the Contractor. The Contractor shall enclose factual and judicial justification. Failure to correctly label the business secret or enclose factual and judicial justification may result in disclosure of the information. The Contractor may not stipulate that the name (company name) and address of the Contractor or information regarding the price, time limit for the completion of the contract, period of guarantee and terms of payment should not be disclosed.
6. The Contracting Authority does not allow partial bids. The bid must be complete and must include all the elements and take into account all the conditions listed in Chapter II of the Notice. The bids which would not include even one element shall be rejected as the bid which failed to comply with the requirements set in the Notice.
7. The Contracting Authority may, when it's necessary, modify, before the deadline for submitting bids, the content of the Contract notice. Any modification to the notice shall be promptly placed on the Contracting Authority's website, thus becoming automatically an integral part of the Contract Notice. Any and all modifications introduced by the Contracting Authority shall be binding for the Contractor.
8. **The Contracting Authority shall authorise Ms Małgorzata Maśnicka – mmasnicka@iopan.pl to contact the Contractors directly** and, in the event of her absence, Ms. Aleksandra Zariczna - azariczna@iopan.pl.
9. The bid validity period is 30 days, which begins with the deadline for submission of bids.
10. The Contractor shall bear all costs associated with the preparation of the bid.
11. The Contractor may submit only one bid (either alone or jointly with another Contractor). If the Contractor submits or participates in more than one bid, all bids with the participation of the Contractor shall be rejected.
12. A bid shall be prepared in Polish and/or English. The Contracting Authority allows the communication and submitting a bid in Polish and/or English.
13. All documents and declarations/statements prepared in foreign languages (other than documents and declarations/statements prepared in English) shall be submitted with a translation into Polish and/or English certified by the Contractor.
14. The content of the bid shall correspond to the content of the Notice. The Contracting Authority will reject offer not corresponding to the content of the Notice, subject to section 23 below.
15. The Contractor shall submit a bid in accordance with the requirements set forth in the Notice. No proposals of alternative (variant) solutions shall be taken into account. The Contracting Authority shall not allow any variant bids.
16. Contractors may apply for an award jointly. In this event such Contractors shall be jointly and severally liable for the performance of this Contract.
17. In the event of a joint application for an award, the Contractors shall authorise an attorney to represent them in the procurement proceedings or to represent them in the proceedings and the conclusion of a public procurement contract.

18. The bid shall indicate the part of the Contract which the Contractor intends to subcontract and provide company name of the subcontractor (if are known). Entrusting part of a contract to subcontractors shall not release the Contractor from liability for due performance of the Contract.
19. The Contractor may introduce changes or withdraw a submitted bid before a deadline for submitting bids. A notice of making changes or withdrawing a bid shall be signed by the Contractor or his authorised representative. No bid may be changed after the deadline for submitting bids.
20. In the event of bid submitted in a currency other than PLN (i.e. in EURO, USD), as well as if it is necessary to compare bids submitted in different currencies, the Contracting Authority shall convert a bid price into PLN at an average FX rate of the currency announced by the National Bank of Poland as of the date of opening a bid (December 1st, 2022).
21. If it is impossible to select the best offer as bids with the same price have been submitted, the Contracting Authority shall call upon the Contractors who have submitted such bids to submit additional bids with revised price within the time limit specified by the Contracting Authority. Contractors submitting additional bids shall not offer higher prices than offered in the bids submitted previously.
22. If any doubts arise as to the content of a bid or deficiencies in the bid the Contracting Authority reserves the right to ask questions about the content of the bid or require any missing information or document/statement to be supplemented. No negotiations concerning a submitted bid between the Contracting Authority and the Contractor shall be allowed.
23. The Contracting Authority may correct in the text of the bid:
 - a) obvious misprints,
 - b) obvious computational errors considering the calculation consequences of the conducted modifications,
 - c) other errors which result in inconsistency with the Contract Notice but do not cause essential modifications of the bid.The Contracting Authority shall forthwith inform the Contractor whose bid has been corrected. The Contracting Authority will reject offer if the Contractor, in set date, rejects correction in text of the bid specify in letter c) above. Failure to reply within the set date shall be deemed consent to the correction of the error.
24. The Contracting Authority will exclude from the procedure the Contractor in case of circumstances set in article 7 (1) of Act of 13 April 2022 on special solutions in terms of counteracting support of aggression against Ukraine and in terms of protection of national security (the Journal of Laws from 2022, Item 835). The Contracting Authority will reject offer submitted by excluded Contractor.
25. The Contracting Authority shall notify Contractors who have submitted their bids of selecting the most favourable bid within these proceedings. The Contracting Authority shall also place the Information about the results of this procedure on its website.
26. The Contracting Authority reserves the option to cancel the proceedings without selecting a quotation if:
 - a) no bid has been submitted in the proceedings or all submitted bids were rejected,
 - b) a price of the most favourable bid is above the amount which the Contracting Authority intends to allocate to finance the Contract, unless the Contracting Authority may increase this amount to the price of the most favourable bid,
 - c) in the instance mentioned in chapter VII section 21 above, additional bids have been submitted with the same price,
 - d) a major change of circumstances has occurred which makes the proceedings or the Contract against the public interest, which could not have been forecast before, or
 - e) proceedings were faulty to the extent that prevents the conclusion of the Contract.
27. The Contracting Authority shall notify the Contractors who have submitted their bids of cancelling the proceedings with the justification thereof.
28. The Contracting Authority shall sign the Contract with the Contractor, whose bid was selected as the best offer, according to the contract template set out in **Appendix no 3** to the Notice.
29. If a bid selected in the proceedings is submitted by two or more Contractors applying jointly in the public procurement proceedings, the Contracting Authority may require an agreement that governs the collaboration between such entities before executing the Contract in the public procurement proceedings. A term of the agreement between the Contractors shall not be shorter than the term set forth for the performance of the Contract.

30. If the Contractor whose bid has been selected as the most favourable one refuses to conclude a contract, the Contracting Authority may select the most favourable bid out of other bids, without their repeated examination or assessment.
31. Before signing the Contract the Contracting Authority may ask the Contractor to submit the copy of the document accordingly to which the person signing the Contract is authorized to act in the Contractor's name, unless such authorization results from the documents submitted with the bid.
32. The Contracting Authority will promptly place on its BIP site information regarding the contract awarding procedure giving the name of the entity with whom the Contracting Authority has signed the contract or information about not awarding the contract.

VIII. Personal Data Processing Provisions

1. The Contracting Authority - the Institute of Oceanology of the Polish Academy of Sciences - announces, that within the scope in which it collects personal data, due to conducting this public procurement proceedings, awarded under art. 11(5)(1) of the Act of 11 September 2019 Public Procurement Law, including due to the execution of the public procurement contract, it is a personal data controller for the purpose of the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 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 (General Data Protection Regulation, hereinafter referred to as the "Regulation").
2. Contact details of the personal data controller: registered office at Powstańców Warszawy 55 str., 81-712 Sopot, Poland, (+48 58) 73 11 600, fax: (+48 58) 551 21 30; e-mail: office@iopan.pl,
3. For matters relating to data processing, please contact the Data Protection Officer, e-mail: iodo@iopan.pl.
4. The Contracting Authority shall collect and process personal data within the framework of this public procurement proceeding for the following purposes:
 - 1) in order to conduct the public procurement proceedings - Article 6(1)(c) of the Regulation,
 - 2) for the purpose of performing a public procurement contract - pursuant to Article 6(1)(b) of the Regulation,
 - 3) for the purpose of fulfilling legal obligations incumbent on the controller - pursuant to Article 6(1)(c) of the Regulation,
 - 4) for the purpose of pursuing or defending against claims - pursuant to Article 6(1)(f) of the Regulation (legitimate interests pursued by the controller).
5. Recipients of personal data shall only be the persons and entities entitled, to whom the documentation of proceedings will be made available, including tax administration authorities, public administration authorities, financing entities, controlling authorities or entities, third parties.
6. Personal data will be processed on behalf of the data controller by authorized employees with written authorization to process the personal data.
7. Personal data shall be stored by the data controller for the period of 4 years from the date of completing the proceedings, unless the fulfilment of the objectives referred to in point 4 requires a longer period of storing.
8. The obligation to provide personal data is necessary for the conducting the proceedings and concluding or executing the contract. The failure to give personal data may prevent the conducting the procedure and concluding or executing the contract in this proceedings.
9. The person whose data are processed shall have the following rights:
 - 1) to gain access to one's personal data, pursuant to Article 15 of the Regulation,
 - 2) to rectify and to complete personal data, pursuant to Article 16 of the Regulation,
 - 3) to demand that the processing of personal data be restricted, pursuant to Article 18 of the Regulation, subject to the cases referred to in Article 18(2) of the Regulation,
 - 4) to lodge a complaint to the President of the Office for the Protection of Personal Data if the person finds the processing of one's personal data by the controller to violate the Regulation.
10. If the performance by the Contracting Authority the obligation to provide the data pursuant to Article 15 (1) to (3) of the Regulation would involve a disproportionate effort, the Contracting Authority may demand from the person whose data are processed to provide an additional information to specify the request, in particular the name or date of the ongoing or completed public procurement proceedings.
11. The performance by the person whose data are processed the right to rectify or complete its personal data pursuant to Article 16 of the Regulation shall not result in a change of the outcome of the public procurement procedure, or the provisions of the contract within the scope in which it is inconsistent

with the provisions of law, and shall not violate the integrity of proceedings documentation, in particular the offer.

12. The fact that person whose data are processed performance the right to restrict the processing of personal data, pursuant to Article 18 of the Regulation, does not limit the processing of personal data until the end of the public procurement proceedings.
13. From the date of the end of the procurement proceedings, if submitting a request for restriction of personal data processing, pursuant to Article 18(1) of the Regulation, causes limitation of processing of personal data contained in the proceedings documentation, the controller shall not make such data available, unless there are exemptions as referred in Article 18(2) of the Regulation.
14. The person whose data are processed shall have not the following rights:
 - 1) to obtain from the controller the erasure of personal data - pursuant to Article 17 of the Regulation,
 - 2) to transfer personal data - pursuant to Article 20 of the Regulation,
 - 3) to object to processing personal data - pursuant to Article 21 of the Regulation.
15. With respect to personal data processed in this proceedings, including personal data processed for the purpose of executing a public procurement proceedings, decisions shall not be taken in automated manner, pursuant to Article 22 of the Regulation.
16. The Contracting Authority shall process personal data collected during the public procurement proceedings in a manner that guarantees protection against unauthorized dissemination.
17. Personal data collected and processed during the public procurement proceedings shall be disclosed, except for special categories of personal data, referred to in Article 9 of the Regulation. The limitations of the access to information referred to in Article 18, paragraphs 3-6 of the Public Procurement Law shall apply to such data accordingly.

IX. Appendices:

1. Bid form,
2. Statement on meeting the conditions for participation in the procedure,
3. Contract template.

NOTICE: The English version of the Contract Notice is only for informational use. In case of discrepancy between the Polish and the English version of the Contract Notice, the Polish version shall prevail.