



**CONTRACT NOTICE**  
**IN THE AREA OF SCIENCE**  
for

***the delivery of multi-parameter profiling measuring floats***

**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 contract**

1. The subject of the procedure is the **delivery of multi-parameter profiling measuring floats (ARGO)** 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 Contracting Authority divided the subject of the contract into 2 parts (packages). The offer for each package must be complete. Failure to include at least one of the ordered items in the part in which the offer is submitted shall result in rejection of the offer.
1. The detailed description of individual Packages are set in Appendices no. 1.1 and 1.2 to the Contract notice.
2. The Contracting Authority hereby states that only the minimum requirements were set out in the detailed technical specifications. 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.
3. 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.
4. The Contractor shall provide the Contracting Authority with documentation and operating manual in Polish or in English.
5. The offered equipment should have minimum 12 months warranty for the object of the Contract before deployment, counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.
6. 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.
7. The offered equipment must be a solution available on the market and be currently in use.
8. 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.

**III. Place and date of implementation of contract**

1. Deadline of the execution of the contract:
  - 1) Package I: no later than **9 months** from the Contract signature;
  - 2) Package I: no later than **5 months** 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:
    - a) **Package I:** in the form of **at least one** properly completed or ongoing (in case of periodical or permanent contracts) **delivery** corresponding to the subject of contract, i.e. **the delivery of an autonomous device for recording the physical and chemical parameters of seawater, with a gross value of at least PLN 63,000**, 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;
    - b) **Package II:** in the form of **at least one** properly completed or ongoing (in case of periodical or permanent contracts) **delivery** corresponding to the subject of contract, i.e. **the delivery of an autonomous device for recording the physical and chemical parameters of seawater, with a gross value of at least PLN 45,000**, 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!*

1. *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 an average FX rate of the currency announced by the National Bank of Poland as of the date of publication of this Notice (December 14<sup>th</sup>, 2022).*
2. *If the Contractor submits a bid for both Packages, it is sufficient to demonstrate that the Contractor meets the higher condition (i.e. at least one completed or ongoing delivery of an autonomous device for recording the physical and chemical parameters of seawater, with a gross value of at least PLN 63,000).*
2. To confirm compliance with conditions specified in point 1 the Contractor should submit Statement of compliance with the conditions of participation in the procedure – according to the specimen form being **Appendix no. 4** 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 no. 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 along with the Package under which the contract is being processed (Package I or Package II).
3. Payment will be transferred from the account of the Contracting Authority to the Contractor's account within 21 days 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 (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 for a given Package, 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 constituting **Appendix no. 5.1** (Package I) and **Appendix no. 5.2** (Package II) 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 (separately for each Package):

**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 (separately for each Package).
4. The Contractor is obliged to indicate the bid price for the offered Package in the Bid and Price Form constituting Appendix no 3.1 (Package I) and Appendix no 3.2 (Package II) to the Contract Notice.
5. The bid price quoted in the bid shall include all costs related to the performance of the Contract, including but not limited to cost of the object of the contract (including 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 the warranty and warranty service, as well as cost of granting a license for software and firmware.
6. 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 shall, in order to evaluate such a tender, add by the Contracting Authority payable under these provisions to the bid 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, shall apply.
7. 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.
8. Shall the Contractor offer a discount, the discount should be included in the bid price.
9. The Contractor can offer only one price for the performance of the contract for each Package. Price variants are not allowed.
10. The Contracting Authority allows the bids to be submitted in the following currencies: PLN, USD or EURO.
11. The maximum number of points that the Contractor may obtain in this procedure (for each Package): 100 points.
12. Calculations of the points will be made with the accuracy to two decimal places.
13. The bid with the highest number of points for a given Package will be considered the most favourable bid submitted in the procedure for the Package in question. The result will be treated as the point value of the bid - for a given Package.
14. The Contracting Authority shall select the most favourable bid (separately for each Package) on the basis of the bid evaluation criteria specified in the Contract Notice. The most advantageous 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 22<sup>nd</sup>, 2022, 10:00 am** (Central European Time - CET) by email – **mmasnicka@iopan.pl**  
  
- entitled „**The Bid for the delivery of multi-parameter profiling measuring floats - IO/ZN/8/2022**”.
2. The Contractor's bid shall include:
  - 1) **the Bid Form** prepared in accordance with the template constituting **Appendix no. 2** to the Contract Notice;
  - 2) completed **Bid and Price Forms** - prepared in accordance with the templates constituting **Appendices no. 3.1.- 3.2** to the Contract Notice - according to the Package for which the bid is submitted;
  - 3) **Technical Specifications of offered equipment (catalogs, brochures, catalog cards, etc.)** confirming that the offered devices within a given Package meet the requirements described in Appendix no 1.1. (Package I) and/or Appendix no. 1.2 (Package II) to the Contract Notice;
  - 4) **Statement of compliance with the conditions of participation in the procedure** - signed in accordance with the template constituting **Appendix no 4** to the Contract Notice.

3. The Contractor shall state in the Bid and Price Form (**Appendices no. 3.1.- 3.2** to the Contract Notice) the manufacturer, type, model and catalogue number of offered equipment as well as the 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 with the enclosing the factual and judicial justification by the Contractor. 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 warranty and terms of payment should not be disclosed.
6. The Contracting Authority allows partial bids, including items from only one or both Packages. The offer for each Package must be complete and include all the elements indicated in Chapter II and Appendix no. 1.1 and/or Appendix no. 1.2 to the Contract Notice. Failure to take into account at least one of the elements of a given Package shall result in the rejection of the bid in the scope of this Package.
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 Malgorzata Masnicka to contact the Contractors directly – mmasnicka@iopan.pl** 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 within the scope of a given Package (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 EUR or 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 22<sup>nd</sup>, 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 in justified cases, especially 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 execution of the Contract against the public interest, which could not have been forecast before, or
    - e) proceedings were faulty to the extent that prevents the execution 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 5.1** (Package I) and **Appendix no 5.2**. (Package II) to the Contract 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 asked 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:**

- 1.1. Description of the subject of the Contract for Package I,
- 1.2. Description of the subject of the Contract for Package II,
2. Bid form,
  - 3.1 Bid and Price form for the Package I,
  - 3.2 Bid and Price form for the Package II,
4. Statement of compliance with the conditions of participation in the procedure,
  - 5.1 Contract template for the Package I,
  - 5.2 Contract template for the Package II.

**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.**

## DESCRIPTION OF THE SUBJECT OF THE CONTRACT FOR PACKAGE I

### A. General requirements:

1. Within the subject of the contract, the Contractor is obliged to provide a profiling float which is an autonomous platform that cycles between the surface and the maximum depth.
2. The float must be able to move in the water masses without any external human interacting.
3. The float must be able to dive and collect measurements during its displacement in the water column.
4. The profiling float must stabilize itself at any immersion where its density is then balanced with that of the environmental water.

### B. Communication:

1. The profiling float must be equipped with a bi-directional satellite communications device with worldwide global coverage.
2. The communication device must work in the IRIDIUM system and send data in the SBD technology.
3. The profiling float must be equipped with a geographical position receiver with worldwide coverage (GPS).

### C. Deployment mode:

1. The float must be able to perform and send to the operator full diagnostics of the device status in the deployment mode.
2. The float should determine its functionality performing auto-tests on vital parameters, sensors and positioning/communication devices.
3. The auto-test state should be encoded in a technical message including all the auto-tests results, the float's identification and initial program and then transmitted through satellite communication.
4. When all tests are completed successfully, the float should indicate it's ready to dive state by an optical or audible signal.
5. The operator must be able to perform all tests and program the float to the "ready to dive" status using the programming console.

### D. Cycling mode:

1. One elementary cycle should make of the following phases:
  - Diving phase: The dive of the float to a targeted parking depth at a controlled speed ( $0 < s \leq 10$  cm/sec.).
  - Drift phase: Drifting waiting phase at the parking depth, the float being stabilized within a settable range around the parking depth pressure. In this phase, the float is in a sleeping mode (low energy consumption) and can wake up for sparse measurements. At the end of the Drifting period, the float moves (downwards or upwards depending on the settings) to its Profiling start depth.
  - Measurement phase: The float emerges on the surface at a controlled speed, performing hydrological measurements.
  - Communication phase: The float remains on the surface, establishes its position, establishes a satellite connection and sends technical files and measurement data stored in the memory. When the transmission is completed, the float prepares for the next cycle and starts it automatically.
2. The Drifting phase of the float can last from some hours to several days.
3. In its measuring phase, the float should ascend to surface at a regulated speed (typically 10 cm/sec.). This allows the float to ascend 2000 m in time within 5 to 6 hours.
4. The operator must be able to program a second (alternative) measuring depth, allowing the float to make every N<sup>th</sup> cycle specified by the operator start the measurement stage from the alternative depth (alternating cycle).
5. Using the bi-directional satellite connection, the operator must be able to change all parameters of the measurement mission at any time and any number of times during the measurement mission.

### E. End of work/mission mode:

1. This mode should switch on automatically based on technical or programmed criteria occurring separately or jointly during the measurement mission of the float.
2. In this mode, the float should stay on the surface and transmits on a regular and programmable time schedule its position and technical parameters.
3. At this time, the float should also use a bi-directional satellite link to receive operator commands.
4. The float should remain in this mode until the operator changes mode or the battery runs out.

5. The end-of-work mode should be activated automatically after the programmed maximum number of measuring cycles (this number is not limited to the theoretical maximum number of cycles specified for the power source used).
6. The end-of-work/mission mode should be activated automatically in case of serious technical problems.
7. The operator should be able to activate or deactivate this mode at any time during the measurement mission, using a two-way satellite link (this command should be included at the end of the current cycle and should be done before any other command sent by the operator).

## **F. Data handling:**

### **Sampling strategies**

1. Each cycle should consist of one descent, one drift, one move to the profiling starting depth and one ascent to surface and transmission, and lasts from a few hours as a minimum up to several days.
2. For each cycle, the float should measure, record and transmit the following data: Pressure, Temperature and Salinity (called PTS hereafter).
3. Data should be acquired during the drift and ascending phases.
4. Due to the need to compare the first profile with measurements made from the ship at the time of launching the float, it is required that the first profile (regardless of phase) takes place within 48 hours of launching and the data was transmitted during the first transmission.
5. The float's data should be also acquired within the descent phases of the profile to the parking depth.
6. It is required for the float to be able to divide the measurement profile (during ascent) into 3 zones, for which it will be possible to independently determine the PTS sampling resolution. It should be possible to set the resolution in the range of 5 - 300 dbar.
7. The float should allow setting the high-resolution mode (i.e. in the range of 1 - 5 dbar) in the surface zone.
8. The float should make it possible to interrupt the state of inactivity during the drift phase in order to perform unit PTS measurements (the period of these measurements can range from several hours to several days).
9. During each profile, PTS data should be acquired by sensors with a sampling rate at least equal to the minimum system acquisition period. The user should be able to set the sampling rate of the float in the range of 10 - 60 sec.
10. The float's memory should allow storing a minimum of 1000 full data packets during each cycle. The user should be able to independently allocate the number of packages per phase of the cycle within the available limit.
11. The operator should be able to change the number of available packages at any time during the mission via a bi-directional satellite link.

### **Data processing**

12. The data should be averaged by the pressure with the maximum available resolution, and the results should be rounded to the specified depth with the given resolution.
13. The data should be transmitted via satellite.

### **Communications and adjustments**

14. The float should transmit its configuration through the satellite link before starting its first cycle.
15. At the end of each cycle, the float should send information about the current configuration (including the changes made by the operator during the current communication session).
16. During the ascent, the float should correct the possible pressure drift before the next descent, and the difference with the actual value should be recorded and transmitted.
17. The geographical position should be acquired and stored at each surfacing. The descending profiles should be tagged with the last pre-dive position, the ascending ones with the first post-dive position.
18. Due to the needs of operational oceanography, the overall system (sensors/float/communication) should make it possible that the data are available at the data centres within 24 hours after their collecting.
19. The internal clock of the float should be adjusted when at the surface to the last acknowledged GPS date/time with 1 sec. accuracy.
20. Using a bidirectional satellite link, each time a new setting has been uploaded within the float, the new configuration should be transmitted prior to the next dive.

### **Sensors**

21. Float and sensors should be protected against corrosion with adequate coating, and sacrificial anodes if required.
22. The float should be equipped with a processing board ensuring the management of the embedded sensors. This card should be dedicated to offered device. It will allow the powering of the sensors.
23. All parameters of the sensors should be set by the operator at any moment of the mission using a satellite link.



### **Standard sensors**

24. The profiling float should be equipped with a pumped CTD (conductivity, temperature, pressure) sensor.
25. The CTD sensor should be able to function in a continuous mode.
26. The CTD sensor should be able to function in a spot sampling mode.

### **Additional sensors**

27. The float should be equipped with an additional sensor for optical measurement of dissolved oxygen concentration in water.
28. The sensor should be mounted so that it protrudes approximately 20 cm above the water surface after surfacing, and the software should allow it to measure in the air and send this data along with the data of the last cycle.

### **G. Technical specification:**

1. The profiling float should be able to deploy in any type of oceanic waters, from freshest to saltiest; it is thus operational in oceanic waters of varying density ( $1002 \text{ kg m}^{-3} < \sigma < 1025 \text{ kg m}^{-3}$ ) without any incidence on its capacity to profile or emerge for a fixed starting weight balance.
2. The profiling float should be deployed without any prior technical interacting such as ballasting due to the surface water density at the deployment time. The float should be either self-ballasting or enabled with a factory ballasting in accordance with the surface density of the deployment area waters.
3. The profiling float should be able to maintain its programmed immersion within a  $\pm 10$  dbars interval in any water density.
4. The profiling float should be able to perform at least 250 elementary profile identical cycles from the surface to 2000 meters, on 4 years' duration, with a continuous functioning of the CTD in the ascending phase. This number can not limit the life span of the float if overpassed.
5. After exceeding the maximum pressure (2100 bar), the float should automatically start the ascent to a safe depth.
6. Profiling depth should be programmable up to 2000 dbars.
7. Satellite communication: The hardware implemented must be certified by the satellite communications provider (Iridium).
8. The data format should comply with the Coriolis/IFREMER processing chains. Their content will be the PTS measurements, the internal date and time of the profiler and all the relevant technical parameters in accordance with the ARGO program recommendations.
9. Deployment: The float should be delivered ready to deploy without specialized operator intervention.
10. The float should be activated (i.e. put into mission mode) by a simple action (e.g. pressure activation mode or magnet removal), which does not require a wired connection to the float.
11. The deployment areas of the float will be selected by the user to provide sufficient depth according to the profiling strategy, however, during the measurement mission, an event can occur in which the float will contact the seabed. In view of the above, it is required that the float offered ensures that its integrity is maintained in the event of unexpected grounding (contact with the seabed). It is permissible that in the event of contact with the bottom, the float remains at the bottom until the ascent phase or leaves the bottom (has changed its height).

### **Profiling float**

12. Float weight: less than 30 kg.
13. The float should be delivered in an individual crate protecting it from shocks and comprising lifting handles. The gross weight of the crates can not exceed 50 kg.
14. The float should be powered using battery packs (both alkaline and lithium cells are allowed). It is required to ensure the lifetime of the float in accordance with the selected type of energy source. In the case of lithium cells, only Metal Lithium batteries pack are allowed due to the restrictions on transportation rules.
15. Surface positioning: Accuracy:  $\pm 15$  meters / Repeatability:  $\pm 5$  meters.
16. Float's internal clock: Accuracy:  $\pm 1$  second / Drift :  $\leq 3\text{s/a day}$ .
17. The Contractor will be responsible for the compliance of the float/sensors/crate assembly to the transport rules (Air, Sea, Rail and Road). In particular, the battery packs and the crate must be conforming to the latest ONU rules (IATA, IMDG, ADR) officially in use at the time of first delivery. As Floats are transported with the battery packs inside the float's hull, the certification reference required is UN3091.
18. The battery packs must be certified regarding the UN DOT 38.3 acceptance tests, and the Contractor will be responsible for the marking of the crate for subsequent dangerous goods regulations.
19. The crates must be stackable, must be possibly handled by hand or with forklifts, their dimensions must be compatible with the standards of the international road transportation (overall length less than 2.45 meters).
20. The crates should be marked with the position of the crate/float/sensors assembly gravity center and regarding their principle orientation (top/bottom).
21. The crates should include shock and temperature detectors, in the ranges defined by the characteristics of the float for the weight and by the storage temperature range specification (see below).

22. In case of use of plain wood for the crates, the Contractor should follow the international sanitary rules (fumigation), and the official stamp will be marked on the crate under the Contractor's responsibility.
23. Storage conditions warranty:
  - Lasting: 1 year sheltered from the weather,
  - Storage temperature: -5°C, +50°C.
24. Conditions for deployment and lifetime at sea:
  - Water temperature between -2°C and +35°C,
  - Air temperature between -5°C and +50°C.

#### **Sensors**

25. The Contractor may, as part of the order subject, use any type of sensors with the same or better parameters than described below.
26. Minimum parameters of sensors:

#### **CTD:**

	<b>Temperature</b>	<b>Conductivity</b>	<b>Pressure</b>
<b>Range</b>	-5 to +35 °C	0 to 70 mS/cm`	0 - 2100 dbars
<b>Initial accuracy</b>	± 0,002 °C	± 0,003 mS/cm	2 dbars
<b>Repeatability</b>	± 0,001 °C	± 0,01 mS/cm	± 1 dbar
<b>Resolution</b>	0,0001 °C	0,0001 PSU	0,0001 dbar
<b>Drift</b>	≤ 0,002°C / yr	≤ 10mPSU / 5 years	≤ 1 dbar / yr

#### **Dissolved Oxygen**

	<b>Dissolved Oxygen concentration</b>
<b>Range</b>	0 - 500µM/l
<b>Initial accuracy</b>	8 µM/l or 5%
<b>Repeatability</b>	0,4%
<b>Resolution</b>	1 µM
<b>Settling time</b>	6 sec.

27. Temperature and conductivity sensors response time < 9 seconds and identical for a displacement speed of about 9 cm/s.
28. The sensors should be linked to the float using waterproof cables and connectors (subconn type preferred and suggested) if not directly integrated on the taps. The whole hardware (cables / flange / clamps) will be provided by the Contractor.
29. The sensors depth rating should be at least equal to the float's one, i.e. 2100 dbars.

#### **H. Software:**

1. Dedicated software for programming the floats before deployment.
2. The software should be usable in a Windows OS environment at a minimum.
3. The Contractor will be required to provide full documentation for each software function, including typical scenarios for the measurement mission. The whole configuration parameters should remain accessible for a trained operator to be modified via a PC and terminal connection in lab or on the ship prior to deployment. A wireless link is preferred to that purpose.
4. The protocol for communication between the float and the proprietary software must be formally and fully described in the documentation. In particular, the factory hidden commands even if not intended to be used at the deployment/handling phases must be developed in the documentation.
5. Within the operating software, the following abilities are requested:
  - Capture and record the entire dialogue with the float in a log file,
  - Formal profiling float ID detection,
  - Testing of the whole technical functions of the float, and display of the sensors' data in real time,
  - Programming the profiling float in a reliable and error-free manner: logging in files of the mission parameters that are entered in the float for instance.

**I. Documentation:**

1. As part of the order, the Contractor is obliged to provide the Contracting Authority with full documentation of the subject of the Contract.
2. The documentation should include in particular:
  - Overview and general description of the float system;
  - Dimensions and weight;
  - Operating theory;
  - Description of the technical parameters for changing of buoyancy during the mission;
  - The detailed logical flow-chart diagram of the float's software in each of its life situation;
  - Implementation and operating mode for deployment at sea;
  - Basic tests;
  - The file formats of data obtained after one cycle and transmission at the surface (if mathematical algorithms have to be applied to transform the acquired data into physical measurements, then these algorithms and their parameters must be described);
  - Certification of the batteries for the transport of dangerous goods;
  - Certification of the crates regarding the sanitary rules;
  - An environmental impact assessment including "End of Life Analysis".
3. The Contractor will be obliged to provide within the subject of the Contract all approvals, certificates of conformity, calibration certificates for all elements of both measurement and construction of the float.

**J. Acceptance tests:**

1. The Contracting Authority will have two weeks from the delivery of the devices to perform the acceptance tests.
2. The acceptance test procedure will include the following phases:
  - Visual inspection of the equipment and checking the conformity of the documentation;
  - Verification of the basic communications functions with the devices;
  - Tests on the PTS.
3. Signing the acceptance protocol of the subject of the Contract will take place after successful acceptance tests. If the Contracting Authority finds irregularities, including in particular the incompatibility of the delivered equipment with the description of the subject of the contract, the Contractor's offer, lack of required functionalities, the Contractor will remove the irregularities found at his own expense (including, if necessary, the cost of sending the equipment to the manufacturer for necessary modifications and the cost of its re-delivery to the Contracting Authority).

**K. Terms of warranty:**

1. The minimum conditions of the warranty which the Contractor is obliged to offer under the subject of the Contract are presented below. The Contractor may offer terms of warranty the same or better than those described below.
2. The Contractor is obliged to provide a minimum of 12 months warranty for the object of the Contract before deployment (including float and additional sensor), counted from the date of signing the acceptance protocol by the Contracting Authority without any reservations.
3. Any defects found during delivery, trials or controls will be reported to the Contractor within 7 days from the date of their discovery. The Contractor will be obliged to remove the irregularities found within 1 month - in the case of minor irregularities or 3 months - in the case of the necessity to return the equipment to the Contractor/manufacturer. The cost of removing irregularities (including the cost of sending the equipment) shall be borne by the Contractor.

## DESCRIPTION OF THE SUBJECT OF THE CONTRACT FOR PACKAGE II

### A. General requirements:

1. Within the subject of the contract, the Contractor is obliged to provide a profiling float which is an autonomous platform that cycles between the surface and the maximum depth.
2. The float must be able to move in the water masses without any external human interacting.
3. The float must be able to dive and collect measurements during its displacement in the water column.
4. The profiling float must stabilize itself at any immersion where its density is then balanced with that of the environmental water.

### B. Communication:

1. The profiling float must be equipped with a bi-directional satellite communications device with worldwide global coverage.
2. The communication device must work in the IRIDIUM system and send data in the SBD technology.
3. The profiling float must be equipped with a geographical position receiver with worldwide coverage (GPS).

### C. Deployment mode:

1. The float must be able to perform and send to the operator full diagnostics of the device status in the deployment mode.
2. The float should determine its functionality performing auto-tests on vital parameters, sensors and positioning/communication devices.
3. The auto-test state should be encoded in a technical message including all the auto-tests results, the float's identification and initial program and then transmitted through satellite communication.
4. When all tests are completed successfully, the float should indicate it's ready to dive state by an optical or audible signal.
5. The operator must be able to perform all tests and program the float to the "ready to dive" status using the programming console.

### D. Cycling mode:

1. One elementary cycle should make of the following phases:
  - Diving phase: The dive of the float to a targeted parking depth at a controlled speed ( $0 < s \leq 10$  cm/sec.).
  - Drift phase: Drifting waiting phase at the parking depth, the float being stabilized within a settable range around the parking depth pressure. In this phase, the float is in a sleeping mode (low energy consumption) and can wake up for sparse measurements. At the end of the Drifting period, the float moves (downwards or upwards depending on the settings) to its Profiling start depth.
  - Measurement phase: The float emerges on the surface at a controlled speed, performing hydrological measurements.
  - Communication phase: The float remains on the surface, establishes its position, establishes a satellite connection and sends technical files and measurement data stored in the memory. When the transmission is completed, the float prepares for the next cycle and starts it automatically.
2. The Drifting phase of the float can last from some hours to several days.
3. In its measuring phase, the float should ascend to surface at a regulated speed (typically 10 cm/sec.). This allows the float to ascend 2000 m in time within 5 to 6 hours.
4. The operator must be able to program a second (alternative) measuring depth, allowing the float to make every  $N^{\text{th}}$  cycle specified by the operator start the measurement stage from the alternative depth (alternating cycle).
5. Using the bi-directional satellite connection, the operator must be able to change all parameters of the measurement mission at any time and any number of times during the measurement mission.

### E. End of work/mission mode:

1. This mode should switch on automatically based on technical or programmed criteria occurring separately or jointly during the measurement mission of the float.
2. In this mode, the float should stay on the surface and transmits on a regular and programmable time schedule its position and technical parameters.
3. At this time, the float should also use a bi-directional satellite link to receive operator commands.
4. The float should remain in this mode until the operator changes mode or the battery runs out.

5. The end-of-work mode should be activated automatically after the programmed maximum number of measuring cycles (this number is not limited to the theoretical maximum number of cycles specified for the power source used).
6. The end-of-work/mission mode should be activated automatically in case of serious technical problems.
7. The operator should be able to activate or deactivate this mode at any time during the measurement mission, using a two-way satellite link (this command should be included at the end of the current cycle and should be done before any other command sent by the operator).

#### **F. Data handling:**

##### **Sampling strategies**

1. Each cycle should consist of one descent, one drift, one move to the profiling starting depth and one ascent to surface and transmission, and lasts from a few hours as a minimum up to several days.
2. For each cycle, the float should measure, record and transmit the following data: Pressure, Temperature and Salinity (called PTS hereafter).
3. Data should be acquired during the drift and ascending phases.
4. Due to the need to compare the first profile with measurements made from the ship at the time of launching the float, it is required that the first profile (regardless of phase) takes place within 48 hours of launching and the data was transmitted during the first transmission.
5. The float's data should be also acquired within the descent phases of the profile to the parking depth.
6. It is required for the float to be able to divide the measurement profile (during ascent) into 3 zones, for which it will be possible to independently determine the PTS sampling resolution. It should be possible to set the resolution in the range of 5 - 300 dbar.
7. The float should allow setting the high-resolution mode (i.e. in the range of 1 - 5 dbar) in the surface zone.
8. The float should make it possible to interrupt the state of inactivity during the drift phase in order to perform unit PTS measurements (the period of these measurements can range from several hours to several days).
9. During each profile, PTS data should be acquired by sensors with a sampling rate at least equal to the minimum system acquisition period. The user should be able to set the sampling rate of the float in the range of 10 - 60 sec.
10. The float's memory should allow storing a minimum of 1000 full data packets during each cycle. The user should be able to independently allocate the number of packages per phase of the cycle within the available limit.
11. The operator should be able to change the number of available packages at any time during the mission via a bi-directional satellite link

##### **Data processing**

12. The data should be averaged by the pressure with the maximum available resolution, and the results should be rounded to the specified depth with the given resolution.
13. The data should be transmitted via satellite.

##### **Communications and adjustments**

14. The float should transmit its configuration through the satellite link before starting its first cycle.
15. At the end of each cycle, the float should send information about the current configuration (including the changes made by the operator during the current communication session).
16. During the ascent, the float should correct the possible pressure drift before the next descent, and the difference with the actual value should be recorded and transmitted.
17. The geographical position should be acquired and stored at each surfacing. The descending profiles should be tagged with the last pre-dive position, the ascending ones with the first post-dive position.
18. Due to the needs of operational oceanography, the overall system (sensors/float/communication) should make it possible that the data are available at the data centres within 24 hours after their collecting.
19. The internal clock of the float should be adjusted when at the surface to the last acknowledged GPS date/time with 1 sec. accuracy.
20. Using a bidirectional satellite link, each time a new setting has been uploaded within the float, the new configuration should be transmitted prior to the next dive.

##### **Sensors**

21. Float and sensors should be protected against corrosion with adequate coating, and sacrificial anodes if required.
22. The float should be equipped with a processing board ensuring the management of the embedded sensors. This card should be dedicated to offered device. It will allow the powering of the sensors.
23. All parameters of the sensors should be set by the operator at any moment of the mission using a satellite link.

### **Standard sensors**

24. The profiling float should be equipped with CTD (conductivity, temperature, pressure) sensor.
25. The CTD sensor should be able to function in a continuous mode.
26. The CTD sensor should be able to function in a spot sampling mode.

### **G. Technical specifications:**

1. The profiling float should be able to deploy in any type of oceanic waters, from freshest to saltiest; it is thus operational in oceanic waters of varying density ( $1008 \text{ kg m}^{-3} < \sigma < 1035 \text{ kg m}^{-3}$ ) without any incidence on its capacity to profile or emerge for a fixed starting weight balance.
2. The profiling float should be deployed without any prior technical interacting such as ballasting due to the surface water density at the deployment time. The float should be either self-ballasting or enabled with a factory ballasting in accordance with the surface density of the deployment area waters.
3. The profiling float should be able to maintain its programmed immersion within a  $\pm 10$  dbars interval in any water density.
4. The profiling float should be able to perform at least 250 elementary profile identical cycles from the surface to 2000 meters, on 4 years' duration, with a continuous functioning of the CTD in the ascending phase. This number can not limit the life span of the float if overpassed.
5. After exceeding the maximum pressure (2100 bar), the float should automatically start the ascent to a safe depth.
6. Profiling depth should be programmable up to 2000 dbars.
7. Satellite communication: The hardware implemented must be certified by the satellite communications provider (Iridium).
8. The data format should comply with the Coriolis/IFREMER processing chains. Their content will be the PTS measurements, the internal date and time of the profiler and all the relevant technical parameters in accordance with the ARGO program recommendations.
9. Deployment: The float should be delivered ready to deploy without specialized operator intervention.
10. The float should be activated (i.e. put into mission mode) by a simple action (e.g. pressure activation mode or magnet removal), which does not require a wired connection to the float.
11. The deployment areas of the float will be selected by the user to provide sufficient depth according to the profiling strategy, however, during the measurement mission, an event can occur in which the float will contact the seabed. In view of the above, it is required that the float offered ensures that its integrity is maintained in the event of unexpected grounding (contact with the seabed). It is permissible that in the event of contact with the bottom, the float remains at the bottom until the ascent phase or leaves the bottom (has changed its height).

### **Profiling float**

12. Float weight: less than 30 kg.
13. The float should be delivered in an individual crate protecting it from shocks and comprising lifting handles. The gross weight of the crates can not exceed 50 kg.
14. The float should be powered using battery packs (both alkaline and lithium cells are allowed). It is required to ensure the lifetime of the float in accordance with the selected type of energy source. In the case of lithium cells, only Metal Lithium batteries pack are allowed due to the restrictions on transportation rules.
15. Surface positioning: Accuracy:  $\pm 15$  meters / Repeatability:  $\pm 5$  meters.
16. Float's internal clock: Accuracy:  $\pm 1$  second / Drift :  $\leq 3\text{s/a}$  day.
17. The Contractor will be responsible for the compliance of the float/sensors/crate assembly to the transport rules (Air, Sea, Rail and Road). In particular, the battery packs and the crate must be conforming to the latest ONU rules (IATA, IMDG, ADR) officially in use at the time of first delivery. As Floats are transported with the battery packs inside the float's hull, the certification reference required is UN3091.
18. The battery packs must be certified regarding the UN DOT 38.3 acceptance tests, and the Contractor will be responsible for the marking of the crate for subsequent dangerous goods regulations.
19. The crates must be stackable, must be possibly handled by hand and with forklifts, their dimensions must be compatible with the standards of the international road transportation (overall length less than 2.45 meters).
20. The crates should be marked with the position of the crate/float/sensors assembly gravity center and regarding their principle orientation (top/bottom).
21. The crates should include shock and temperature detectors, in the ranges defined by the characteristics of the float for the weight and by the storage temperature range specification (see below).
22. In case of use of plain wood for the crates, the Contractor should follow the international sanitary rules (fumigation), and the official stamp will be marked on the crate under the Contractor's responsibility.
23. Storage conditions warranty:
  - Lasting: 1 year sheltered from the weather,
  - Storage temperature:  $-5^{\circ}\text{C}$ ,  $+50^{\circ}\text{C}$ .
24. Conditions for deployment and lifetime at sea:
  - Water temperature between  $-2^{\circ}\text{C}$  and  $+35^{\circ}\text{C}$ ,

- Air temperature between  $-5^{\circ}\text{C}$  and  $+50^{\circ}\text{C}$ .

#### **Sensors**

25. The Contractor may, as part of the order subject, use any type of sensors with the same or better parameters than described below.
26. Minimum parameters of sensors:

#### **CTD:**

	<b>Temperature</b>	<b>Conductivity</b>	<b>Pressure</b>
<b>Range</b>	$-5$ to $+35^{\circ}\text{C}$	0 to 70 mS/cm	0 - 2100 dbars
<b>Initial accuracy</b>	$\pm 0,002^{\circ}\text{C}$	$\pm 0,003$ mS/cm	2 dbars
<b>Repeatability</b>	$\pm 0,001^{\circ}\text{C}$	$\pm 0,01$ mS/cm	$\pm 1$ dbar
<b>Resolution</b>	$0,0001^{\circ}\text{C}$	0,0001 PSU	0,0001 dbar
<b>Drift</b>	$\leq 0,002^{\circ}\text{C} / \text{yr}$	$\leq 10\text{mPSU} / 5$ years	$\leq 1$ dbar / yr

27. Temperature and conductivity sensors response time  $< 9$  seconds and identical for a displacement speed of about 9 cm/s.
28. The sensors should be linked to the float using waterproof cables and connectors (subconn type preferred and suggested) if not directly integrated on the taps. The whole hardware (cables / flange / clamps) will be provided by the Contractor.
29. The sensors depth rating should be at least equal to the float's one, i.e. 2100 dbars.

#### **H. Software:**

1. Dedicated software for programming the floats before deployment.
2. The software should be usable in a Windows OS environment at a minimum.
3. The Contractor will be required to provide full documentation for each software function, including typical scenarios for the measurement mission. The whole configuration parameters should remain accessible for a trained operator to be modified via a PC and terminal connection in lab or on the ship prior to deployment. A wireless link is preferred to that purpose.
4. The protocol for communication between the float and the proprietary software must be formally and fully described in the documentation. In particular, the factory hidden commands even if not intended to be used at the deployment/handling phases must be developed in the documentation.
5. Within the operating software, the following abilities are requested:
  - Capture and record the entire dialogue with the float in a log file,
  - Formal profiling float ID detection,
  - Testing of the whole technical functions of the float, and display of the sensors' data in real time,
  - Programming the profiling float in a reliable and error-free manner: logging in files of the mission parameters that are entered in the float for instance.

#### **I. Documentation:**

1. As part of the order, the Contractor is obliged to provide the Contracting Authority with full documentation of the subject of the Contract.
2. The documentation should include in particular:
  - Overview and general description of the float system;
  - Dimensions and weight;
  - Operating theory;
  - Description of the technical parameters for changing of buoyancy during the mission;
  - The detailed logical flow-chart diagram of the float's software in each of its life situation;
  - Implementation and operating mode for deployment at sea;
  - Basic tests;
  - The file formats of data obtained after one cycle and transmission at the surface (if mathematical algorithms have to be applied to transform the acquired data into physical measurements, then these algorithms and their parameters must be described);
  - Certification of the batteries for the transport of dangerous goods;
  - Certification of the crates regarding the sanitary rules;
  - An environmental impact assessment including "End of Life Analysis".

3. The Contractor will be obliged to provide within the subject of the Contract all approvals, certificates of conformity, calibration certificates for all elements of both measurement and construction of the float.

**J. Acceptance tests:**

1. The Contracting Authority will have two weeks from the delivery of the devices to perform the acceptance tests.
2. The acceptance test procedure will include the following phases:
  - Visual inspection of the equipment and checking the conformity of the documentation;
  - Verification of the basic communications functions with the devices;
  - Tests on the PTS.
3. Signing the acceptance protocol of the subject of the Contract will take place after successful acceptance tests. If the Contracting Authority finds irregularities, including in particular the incompatibility of the delivered equipment with the description of the subject of the contract, the Contractor's offer, lack of required functionalities, the Contractor will remove the irregularities found at his own expense (including, if necessary, the cost of sending the equipment to the manufacturer for necessary modifications and the cost of its re-delivery to the Contracting Authority).

**K. Terms of warranty:**

1. The minimum conditions of the warranty which the Contractor is obliged to offer under the subject of the Contract are presented below. The Contractor may offer terms of warranty the same or better than those described below.
2. The Contractor is obliged to provide a minimum of 12 months warranty for the object of the Contract before deployment, counted from the date of signing the acceptance protocol by the Contracting Authority without any reservations.
3. Any defects found during delivery, trials or controls will be reported to the Contractor within 7 days from the date of their discovery. The Contractor will be obliged to remove the irregularities found within 1 month - in the case of minor irregularities or 3 months - in the case of the necessity to return the equipment to the Contractor/manufacturer. The cost of removing irregularities (including the cost of sending the equipment) shall be borne by the Contractor.



.....  
Stamp of the Contractor

.....  
place and date

### BID FORM

In response to the Contract notice in the area of science in the procedure for **the delivery of multi-parameter profiling measuring floats** for the Institute of Oceanology of the Polish Academy of Sciences (procedure no. IO/ZN/8/2022) the bid offer submits:

.....  
(name and address of the Contractor)

1. The bid offer is submitted:
  - on our own behalf<sup>1</sup>
  - as a leader of the consortium comprising<sup>1</sup> .....  
(name contractors who belong to the consortium)
  - as a partner in a civil-law partnership (under Polish Civil Law), whose partners are<sup>1</sup>:  
.....  
(name partners in a civil-law partnership)
2. We declare that we are submitting the bid for a **Package (Packages) no.:** .....
3. We declare that the quoted price includes all the costs that will be incurred by the Contracting Authority if this bid offer is selected.
4. We confirm that we do not participate in any other bids concerning the same proceedings.
5. We declare that we have become acquainted with the content of the Contract Notice in the area of science no IO/ZN/8/2022 and we make no reservations thereto.
6. We declare that the Contractor fulfils all the conditions set forth in the Contract Notice in the area of science and the offered object of the Contract will fulfil requirements laid down by the Contracting Authority.
7. **We declare that the Contractor does not meet the conditions of the exclusion from the procedure 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 of the Republic of Poland from 2022, Item 835).**
8. We declare that we consider ourselves to be bound by this bid offer for the period of 30 days after the expiration of the deadline for submitting bids.
9. We accept the conditions of the Contract, as set out in the template attached as **Appendix No. 5.1** (in the case of submitting a bid for the Package I) and **Appendix No. 5.2** (in the case of submitting a bid for the Package II) to the Contract Notice. Shall our bid be selected, we commit to enter into the agreement according to the provided template on the date set by the Contracting Authority.
10. **We do not intend /intend<sup>2</sup>** to commission a subcontractor(s)<sup>3</sup> ..... to perform the following part of the Contract<sup>4</sup>.....
11. Shall our bid be selected for implementation of abovementioned delivery, the Contract on the side of the Contractor will be signed by .....  
(provide the names and positions / authorization to represent)

<sup>1</sup> Delete as appropriate

<sup>2</sup> Delete as appropriate

<sup>3</sup> Indicate the name of the subcontractor, if known

<sup>4</sup> Indicate a part of the Contract that will be performed by subcontractor(s)

12. Contractor's contact info:

Internet site: http:// ....., e-mail address: .....@.....,  
Phone:....., fax.....

Name and surname of the authorized contact person: .....

Address for correspondence<sup>5</sup>: .....

13. **We declare that we have fulfilled the information obligations provided for in art. 13 or art. 14 GDPR<sup>6</sup> towards natural persons from whom personal data we have obtained, either directly or indirectly, in order to apply for the award of a public contract in these proceedings, especially we informed those persons, that their personal data will be made available to the Contracting Authority (The Institute of Oceanology of the Polish Academy of Sciences) and we acquainted them with Information Clause provided in Chapter VIII of the Contract notice.<sup>7</sup>**

.....  
*signature of the Contractor or an authorized person*

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<sup>5</sup> Fill up if the correspondence address is different than the Contractor's register office

<sup>6</sup> 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' or 'Regulation') (OJ EU L 119 of 4 May 2016, p. 1).

<sup>7</sup> If the Contractor does not transfer any personal data other than concerning him directly or the exemption is applicable from the information obligation according to art. 13(4) or art. 14(5) GDPR, the Contractor does not submit the declaration (removing the content of the declaration, for example by its deletion).

## THE CONTRACTOR

.....  
place and date

.....  
(full name, address, VAT No., name of the Company  
register and number)

## BID AND PRICE FORM PACKAGE I

1. We offer the performance of the Contract for:

**A bid price (Gross price):** ..... PLN / USD / EURO<sup>8</sup>  
(say:.....),  
including VAT ..... PLN / USD/ EURO<sup>8</sup>,  
**Net value:**..... PLN / USD / EURO<sup>8</sup>  
(say:.....).

## NOTE:

1. A bid price (a net value) should contain all costs related to the performance of the Contract, including but not limited to cost of the object of the contract (including 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 the warranty and warranty service, as well as cost of granting a license for software and firmware.
2. 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 shall, 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 Contractor's knowledge, the Contracting Authority will be obligated to pay.
3. **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 Contractor shall indicate only net values.** 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).

2. We offer the delivery of **an multi-parameter profiling measuring float with a CTD sensor and a sensor for optical measurement of dissolved oxygen concentration in water:**

.....  
.....  
(manufacturer, type, model, catalogue number of offered devices)

3. We offer the delivery of the subject of the Contract no later than **9 months** counted from the date of signing of the Contract, to the register office of the counted from the date of signing – ul. Powstańców Warszawy 55, 81-712 Sopot, Poland.
4. Warranty for the subject of the Contract before deployment is ..... **months** (no less than 12 months), counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.

## NOTE:

**The Contractor should also submit Technical Specifications of offered equipment (catalogs, brochures, catalog cards, etc.) confirming that the offered devices meet the requirements described in Appendix no 1.1. to the Contract Notice.**

.....  
signature of the Contractor or an authorized person

<sup>8</sup> Delete as appropriate

## THE CONTRACTOR

.....

.....

place and date

.....

(full name, address, VAT No., name of the Company  
register and number)BID AND PRICE FORM  
PACKAGE II

1. We offer the performance of the Contract for:

**A bid price (Gross price):** ..... PLN / USD / EURO<sup>9</sup>

(say:.....),

including VAT ..... PLN / USD/ EURO<sup>9</sup>,

**Net value:** ..... PLN / USD / EURO<sup>9</sup>

## NOTE:

1. A bid price (a net value) should contain all costs related to the performance of the Contract, including but not limited to cost of the object of the contract (including 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 the warranty and warranty service, as well as cost of granting a license for software and firmware.
2. 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 shall, 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 Contractor's knowledge, the Contracting Authority will be obligated to pay.
3. 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 Contractor shall indicate only net values. 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).

2. We offer the delivery of an **multi-parameter profiling measuring float with a CTD sensor**:

.....

.....

(manufacturer, type, model, catalogue number of offered devices)

3. We offer the delivery of the subject of the Contract no later than **5 months** counted from the date of signing of the Contract, to the register office of the counted from the date of signing – ul. Powstańców Warszawy 55, 81-712 Sopot, Poland.
4. Warranty for the subject of the Contract before deployment is ..... **months** (no less than 12 months), counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.

## NOTE:

The Contractor should also submit *Technical Specifications of offered equipment (catalogs, brochures, catalog cards, etc.)* confirming that the offered devices meet the requirements described in Appendix no 1.2. to the Contract Notice.

.....

signature of the Contractor or an authorized person

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<sup>9</sup> Delete as appropriate

## THE CONTRACTOR

.....

.....

place and date

.....  
 (full name, address, VAT No., name of the Company  
 register and number)

represented by: .....  
 (name, surname, position/ authorisation)

## STATEMENT OF COMPLIANCE WITH THE CONDITIONS OF PARTICIPATION IN THE PROCEDURE

As we submit a bid in the procedure for the **delivery of multi-parameter profiling measuring floats for the Institute of Oceanology of the Polish Academy of Sciences** (procedure No. IO/ZN/8/2022), I hereby declare that the Contractor I represent meets the conditions of participation in the procedure, concerning:

- 1) has ability to perform business transactions - *The Contracting Authority does not specify this condition;*
- 2) has authorisations required to carry out specific economic or professional activity, if required under separate regulations - *The Contracting Authority does not specify this condition;*
- 3) has economic or financial standing - *Ensuring the execution of the contract;*
- 4) has technical and professional capability - within the scope of expertise and experience:
  - a) **Package I:** *in the form of at least one properly completed or ongoing (in case of periodical or permanent contracts) delivery corresponding to the subject of contract, i.e. the delivery of an autonomous device for recording the physical and chemical parameters of seawater, with a gross value of at least PLN 63,000, 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;<sup>10</sup>*
  - b) **Package II:** *in the form of at least one properly completed or ongoing (in case of periodical or permanent contracts) delivery corresponding to the subject of contract, i.e. the delivery of an autonomous device for recording the physical and chemical parameters of seawater, with a gross value of at least PLN 45,000, 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.<sup>10</sup>*

## Note!

1. 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 an average FX rate of the currency announced by the National Bank of Poland as of the date of publication of this Notice (December 14<sup>th</sup>, 2022).
2. If the Contractor submits a bid for both Packages, it is sufficient to demonstrate that the Contractor meets the higher condition (i.e. at least one completed or ongoing delivery of an autonomous device for recording the physical and chemical parameters of seawater, with a gross value of at least PLN 63,000).

.....  
 signature of the Contractor or an authorized person

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<sup>10</sup> Delete as appropriate

**CONTRACT No. .... – TEMPLATE (Package I)**  
concluded on ..... in Sopot

between:

**the Institute of Oceanology of the Polish Academy of Sciences (Instytut Oceanologii Polskiej Akademii Nauk) in Sopot, ul. Powstańców Warszawy 55, 81-712 Sopot, Poland, NIP (VAT No.) PL5851004839, REGON (Polish National Official Business Register) 000632467, registered in Rejestr Instytutów Naukowych (Science Institute Register) under No. RIN-VII-14/98, hereinafter referred to as the CONTRACTING AUTHORITY, represented by:**

Director – .....

and

business entity ..... with its registered office in ..... registered in (name and of the register and number)..... NIP [VAT No] ..... REGON [National Official Register of Business Entities] ..... hereinafter referred to as the CONTRACTOR represented by:

as follows:

### § 1

1. The Contract is awarded based on the selection of the most favourable bid for the **Package I** chosen in the procurement procedure in the area of science No. IO/ZN/5/2022 pursuant to 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).
2. 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 no. 2022/WK/04 dated 24.08.2022).

### § 2

1. The subject of the Contract is **the delivery of a multi-parameter profiling measuring float** for the Institute of Oceanology of the Polish Academy of Sciences in accordance with the submitted bid of ..... (date) (**Package I**) and the Contract Notice in the area of science dated ..... with appendices (hereinafter referred to as ‘the Contract Notice’ or ‘the Notice’), being an integral part hereof.
2. Under this Contract the Contractor is obligated to transfer ownership of the object of the Contract and hand over the object of the Contract and the Contracting Authority is obligated to collect the object of the Contract and to pay the price (the remuneration set in § 4 section 1 of the Contract) to the Contractor.
3. Detailed description of the subject of the Contract is specified in Appendix No. 1 to the Contract.
4. Under the Contract the Contractor shall deliver the subject of the Contract to the Contracting Authority’s register office – ul. Powstańców Warszawy 55, 81-712 Sopot, Poland (including packing and insurance for the delivery of the device to the place of destination).
5. The Contractor shall provide a brand new device within the specified period of time. The devices shall be from current production, meet all the functional and technical requirements specified by the Contracting Authority, be free from defects or damage, not used, free of third-party rights. The delivered device cannot be the exhibition equipment (from the exhibition).
6. Under the Contract the Contractor shall also deliver a dedicated software for programming the floats before deployment.
7. The Contractor shall provide the Contracting Authority with:
  - a) complete documentation of the device (including at least one copy of the operating manual) in Polish and/or in English,
  - b) all licenses for software and firmware delivered within execution of the Contract, if required for usage,
  - c) warranty or other documents, if required for the exercise of rights by the Contracting Authority.
8. The documentation should include in particular:
  - Overview and general description of the float system;
  - Dimensions and weight;
  - Operating theory;
  - Description of the technical parameters for changing of buoyancy during the mission;
  - The detailed logical flow-chart diagram of the float’s software in each of its life situation;
  - Implementation and operating mode for deployment at sea;
  - Basic tests;
  - The file formats of data obtained after one cycle and transmission at the surface (if mathematical algorithms have to be applied to transform the acquired data into physical measurements, then these algorithms and their parameters must be described);
  - Certification of the batteries for the transport of dangerous goods;
  - Certification of the crates regarding the sanitary rules;
  - An environmental impact assessment including "End of Life Analysis".
9. The Contractor will be obliged to provide within the subject of the Contract all approvals, certificates of conformity, calibration certificates for all elements of both measurement and construction of the float.

10. The Contracting Authority will have two weeks from the delivery of the devices to perform the acceptance tests.
11. The acceptance test procedure will include the following phases:
  - Visual inspection of the equipment and checking the conformity of the documentation;
  - Verification of the basic communications functions with the devices;
  - Tests on the PTS.
12. In the event of concluding the Contract with the Contractors jointly applying for the Contract, such Contractors are jointly and severally liable for the performance of this Contract.
13. The Contractor represents that he has fulfilled information obligations provided for in art. 13 or art. 14 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' or 'Regulation') towards natural persons from whom he has obtained personal data, either directly or indirectly, in order to execute and perform this Contract. Moreover, the Contractor represents that whenever he transfers any personal data to the Contracting Authority, he shall fulfil the obligation mentioned in the first sentence.
14. The Contracting Authority and the Contractor are obligated to co-operate during the implementation of the Contract, to ensure due performance of the Contract.

### § 3

1. The object of the Contract referred to in § 2 will be delivered not later than **9 months** from the Contract signature.
2. The place of delivery of the object of the Contract: the Contracting Authority's register office: **ul. Powstańców Warszawy 55, 81-712 Sopot, Poland.**

### § 4

1. According to the submitted bid, the Contractor's remuneration for the performance of the Contract amounts to total (gross) of..... PLN/ USD / EURO (say:.....), including VAT ..... PLN/ USD / EURO, net value:..... PLN/ USD / EURO (say: .....).
2. 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 (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.
3. The amount referred to in section 1 includes all costs related to the performance of the Contract, including but not limited to cost of the object of the contract (including 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 the warranty and warranty service, as well as cost of granting a license for software and firmware.
4. The Parties agreed that 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.
5. Signing the acceptance protocol of the subject of the Contract will take place after successful acceptance tests. If the Contracting Authority finds irregularities, including in particular the incompatibility of the delivered equipment with the description of the subject of the contract, the Contractor's offer, lack of required functionalities, the Contractor will remove the irregularities found at his own expense (including, if necessary, the cost of sending the equipment to the manufacturer for necessary modifications and the cost of its re-delivery to the Contracting Authority).
6. Payment will be transferred from the account of the Contracting Authority to the Contractor's account specified on the invoice within 21 days from the date of acceptance of the object of the Contract without reservations and after receipt of the invoice properly issued by the Contractor.
7. The day of debiting of the Contracting Authority's account will be considered as the date of payment.
8. The Contractor is entitled to statutory interest for the delay in payment.
9. The advance payment, no higher than 20% of remuneration referred to in section 1 above, 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 specified on the pro forma invoice within 14 days from the date of receipt of the pro forma invoice properly issued by the Contractor.
10. The account number specified by the Contractor on the invoice and/or pro forma invoice shall be consistent with the account number stated in the polish list of VAT taxpayers (Wykaz podatników VAT, hereafter referred to as "the white list of VAT taxpayers"), unless accordingly to legal provisions the Contractor's account number is not subject to registration. *(does not apply to foreign entities)*
11. The Contracting Authority is entitled to verify whether the account number specified on the invoice/pro forma invoice is registered on the white list of VAT taxpayers. In case of absence of the account number or mismatch, the Contracting Authority is entitled to withhold the payment until clarification of the matter. *(does not apply to foreign entities)*
12. The Contracting Authority has a right to demand change of the account number specified on the invoice / pro forma invoice to the number registered on the white list of VAT taxpayers. The Contracting Authority is entitled to withhold the payment until the Contractor changes the account number specified on the invoice / pro forma invoice to the number registered on white list of VAT taxpayers. *(does not apply to foreign entities)*
13. The Contracting Authority can make the payment using the split payment mechanism, regulated in Chapter 1a, Section XI of polish Goods and Services Tax Act.

## § 5

1. Warranty period for the subject of this contract before deployment is .....months counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.
2. The Contractor shall be liable to the Contracting Authority for any physical and legal defects of the delivered equipment (particularly involving any non-compliance with the description of the Subject of the Contract), as well as damage suffered during transport.
3. Any defects found during delivery, trials or controls will be reported to the Contractor within 7 days from the date of their discovery.
4. In the case of non-compliance of equipment, in particular in the case of lack of required and offered technical performance or functionality, and in the case of delivery of damaged equipment, the Contracting Authority may refuse to accept it. In such a situation the Contracting Authority shall inform the Contractor by mail, by fax or electronic mail, on the observations of the Contracting Authority as to the irregularities sending a written protocol and call the Contractor to remedy the defects within the specified time or to provide defect-free equipment.
5. In the case of irregularities found in the delivered equipment, in particular lack of required and offered technical performance or functionality after the commencement of individual analysis, the Contracting Authority shall notify the Contractor of the irregularities within 7 days from the date of disclosure in writing, by fax or electronically. The notification should be accompanied by: a complaint report including the request detailing the method of the removal of the irregularities and equipment acceptance protocol.
6. Irregularities indicated by the Contracting Authority and referred to in the section 4 and 5 above shall be removed by the Contractor at its own expense, in the manner specified by the Contracting Authority, no later than within 1 month - in the case of minor irregularities or 3 months - in the case of the necessity to return the equipment to the Contractor/manufacturer, subject to longer period for removal of defects upon agreement with the Contracting Authority. The cost of removing irregularities (including the cost of sending the equipment) shall be borne by the Contractor.
7. Shall the Contractor fail to respond to the notice of the irregularities within 7 days of its receipt, it will be tantamount to recognition of the complaint and Contractor's commitment to immediately remove the irregularities.
8. If the irregularities cannot be removed, the Contractor shall deliver the defect-free equipment within 3 months of filing the complaint for the remuneration provided for hereto.

## § 6

1. The subject of the Contract shall be performed by the Contractor without / with the assistance of a subcontractor (*delete as appropriate*) ..... with respect to .....
2. The Contractor may perform the subject of the Contract with the assistance of a subcontractor if he makes a subcontract in writing or otherwise null and void.
3. Execution of part of the Contract may be subcontracted by the Contractor to Subcontractors not listed in section 1 in the course of performing the subject hereof only by written consent of the Contracting Authority and provided it does not amend the terms and conditions of the Contract Notice.
4. Subcontracting the execution of part of the Contract shall not change the obligations of the Contractor towards the Contracting Authority for the performance of the part of agreement. The Contractor shall be liable for the actions, omissions, and negligence of subcontractors as for his own actions, omissions, and negligence.
5. The Contractor shall notify the Contracting Authority of every planned change in subcontracting (including of the intention to subcontract work from a new subcontractor, a change of the scope of work performed by a subcontractor, a change of a subcontractor, or resigning from a subcontractor) by a deadline that enables the Contracting Authority to exercise its rights resulting from this Contract.

## § 7

1. The Contractor shall pay to the Contracting Authority stipulated penalties in the amount of:
  - a) 0.2% of the net value of the Contract as is defined in § 4 section 1 of this Contract for each day of default in delivery of the object of the Contract;
  - b) 0.2% of the net value of the Contract as is defined in § 4 section 1 of this Contract for each day of default in removal of defects found during or after the acceptance of the object hereof;
  - c) 20% of the net value of remuneration as is defined in § 4 section 1 of this Contract for the withdrawal by the Contracting Authority or the Contractor from the Contract for reasons attributable to the Contractor, especially as defined in § 8 section 2.
2. The maximal amount of penalties that the Contracting Authority may charge the Contractor is 20 % of the net value of the Contract as is defined in § 4 section 1 of this Contract.
3. The above-mentioned contractual penalties shall be paid by the Contractor within 14 days of the submission of a request for payment by the Contracting Authority to the bank account of the Contracting Authority.
4. The Contracting Authority reserves the right to claim compensation in excess of the above penalties under the general rules of the Polish Civil Code.
5. The Contracting Authority shall be entitled to deduct stipulated penalties from the remuneration payable to the Contractor.

## § 8

1. If a major change of circumstances occurs that makes the performance of the Contract against the public interest, which could not have been predicted upon the execution hereof, or if the further performance hereof may threaten



the important interest of the state or public security, the Contracting Authority may withdraw from this Contract within 30 days of becoming aware of such circumstances. In this event the Contractor may require exclusively the remuneration due to him for the completed part of the Contract.

2. The Contracting Authority reserves the right to withdraw from the Contract within 15 days of re-delivery of malfunctioning equipment by the Contractor or failing to meet the required and offered technical specification or if the defects are not removed – following a formal notice to the Contractor to fulfil the obligations in accordance with § 5 sections 6 and 8 of the Contract and setting an additional term to remove the irregularities.

## § 9

1. Any changes or additions to this Contract shall be in writing under pain of nullity.
2. The Contracting Authority anticipates possibility of changes in the Contract, especially in occurrence of following circumstances:
  - a) changes regarding the scope of the Contract and remuneration - in case of possibility to perform the subject of the Contract in a manner other than that provided for in the Contract Notice, and at the same time beneficial for the Contracting Authority, consistent with the project, which will not go beyond the specification of the subject of the Contract contained in the Contract Notice, nor will it increase the Contractor's remuneration;
  - b) changes regarding the subject of the Contract, the scope of the Contract, remuneration, payment and obligations of the Contractor – in case of circumstances not foreseen during signing of the Contract, resulting in need to reduce the order in a way not stipulated in the Contract;
  - c) changes in the deadline for completion of the contract - in the case where it is impossible for the Contractor to meet the deadline for execution of the Contract for reasons beyond the control of the Contractor, resulting in need to change the deadline for the completion determined in the Contract;
  - d) changes in the deadline for completion of the contract - in the event of force majeure, such as occurrence of a random event caused by external factors, which could not have been predicted with certainty, in particular, a direct threat to life or health of people or risk of significant damage, impacting the implementation of the Contract;
  - e) changes to the contract are necessary due to actions taken by the administrative bodies or institutions authorized to issue decisions or other commanding or supervisory acts related to the implementation of the Contract – in scope related to those actions;
  - f) changes to the Contract are necessary due to the changes in the relevant legislation – in scope related to those changes;
  - g) change of remuneration – in case of changes in value added tax (VAT) during the performance of the Contract, including statutory change in tax rate (also reduction) or occurring a possibility to apply more favourable tax rate;
  - h) change in names or addresses of Parties to this Contract, changes related to transformation of the Party – in scope related to those changes;
  - i) change of the subject of the Contract - if the offered equipment is not and will not be available on the market or its production has been discontinued (the Contractor may offer more modern replacements with the same or better technical parameters at an unchanged price compared to the offer. The Contractor is obliged to inform the Contracting Authority in writing about the need to replace and providing a confirmation of withdrawing the replaced equipment from the market).
3. The changes described in section 2 above can be made on the condition of presentation of proper prove of the circumstances set above by the Party interested in making changes.
4. In case of changes resulting in change of remuneration, the Contractor shall document impact that the circumstances had on amount of remuneration.
5. In case of change described in section 2 letter g) above, the net value shall remain the same, the gross price shall be determined in accordance to new provisions.

## § 10

1. The Contractor may not assign claims arising from this Contract to a third party without the written consent of the Contracting Authority.
2. The Parties agree that this Contract shall be governed by and interpreted according to Polish law (*\*if the contract is made with the Contractor who is a foreign entity*).
3. Any disputes resulting from the performance of this Contract shall be resolved in negotiations, and if no agreement can be reached, a dispute shall be resolved by a court competent for the registered office of the Contracting Authority.
4. Regulations of the Polish Civil Code shall apply to any issues not governed herein.
5. This Contract has been made in three copies, including 2 copies for the Contracting Authority and one copy for the Contractor. / This Contract has been made in electronic form, signed by the with a qualified electronic signature. (*delete as appropriate*)
6. In the case of the preparation and signing of the English version of the Contract, the Polish version is the basis for the interpretation of the Contract.

THE CONTRACTING AUTHORITY

THE CONTRACTOR

.....

.....

**Appendices to the Contract:**

1. Description of the subject of the contract for Package I
2. The Contractor's Bid and Price Form for Package I dated .....

**CONTRACT No. .... – TEMPLATE (Package II)**

concluded on ..... in Sopot

between:

**the Institute of Oceanology of the Polish Academy of Sciences (Instytut Oceanologii Polskiej Akademii Nauk) in Sopot, ul. Powstańców Warszawy 55, 81-712 Sopot, Poland, NIP (VAT No.) PL5851004839, REGON (Polish National Official Business Register) 000632467, registered in Rejestr Instytutów Naukowych (Science Institute Register) under No. RIN-VII-14/98, hereinafter referred to as the CONTRACTING AUTHORITY, represented by:**

Director – .....

and

business entity ..... with its registered office in ..... registered in (name and of the register and number)..... NIP [VAT No] ..... REGON [National Official Register of Business Entities] ..... hereinafter referred to as the CONTRACTOR represented by:

as follows:

**§ 1**

1. The Contract is awarded based on the selection of the most favourable bid for the **Package II** chosen in the procurement procedure in the area of science No. IO/ZN/5/2022 pursuant to 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).
2. 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 no. 2022/WK/04 dated 24.08.2022).

**§ 2**

1. The subject of the Contract is **the delivery of a multi-parameter profiling measuring float** for the Institute of Oceanology of the Polish Academy of Sciences in accordance with the submitted bid of ..... (date) **(Package II)** and the Contract Notice in the area of science dated ..... with appendices (hereinafter referred to as ‘the Contract Notice’ or ‘the Notice’), being an integral part hereof.
2. Under this Contract the Contractor is obligated to transfer ownership of the object of the Contract and hand over the object of the Contract and the Contracting Authority is obligated to collect the object of the Contract and to pay the price (the remuneration set in § 4 section 1 of the Contract) to the Contractor.
3. Detailed description of the subject of the Contract is specified in Appendix No. 1 to the Contract.
4. Under the Contract the Contractor shall deliver the subject of the Contract to the Contracting Authority’s register office – ul. Powstańców Warszawy 55, 81-712 Sopot, Poland (including packing and insurance for the delivery of the device to the place of destination).
5. The Contractor shall provide a brand new device within the specified period of time. The devices shall be from current production, meet all the functional and technical requirements specified by the Contracting Authority, be free from defects or damage, not used, free of third-party rights. The delivered device cannot be the exhibition equipment (from the exhibition).
6. Under the Contract the Contractor shall also deliver a dedicated software for programming the floats before deployment.
7. The Contractor shall provide the Contracting Authority with:
  - a) complete documentation of the device (including at least one copy of the operating manual) in Polish and/or in English,
  - b) all licenses for software and firmware delivered within execution of the Contract, if required for usage,
  - c) warranty or other documents, if required for the exercise of rights by the Contracting Authority.
8. The documentation should include in particular:
  - Overview and general description of the float system;
  - Dimensions and weight;
  - Operating theory;
  - Description of the technical parameters for changing of buoyancy during the mission;
  - The detailed logical flow-chart diagram of the float’s software in each of its life situation;
  - Implementation and operating mode for deployment at sea;
  - Basic tests;
  - The file formats of data obtained after one cycle and transmission at the surface (if mathematical algorithms have to be applied to transform the acquired data into physical measurements, then these algorithms and their parameters must be described);
  - Certification of the batteries for the transport of dangerous goods;
  - Certification of the crates regarding the sanitary rules;
  - An environmental impact assessment including "End of Life Analysis".
9. The Contractor will be obliged to provide within the subject of the Contract all approvals, certificates of conformity, calibration certificates for all elements of both measurement and construction of the float.

10. The Contracting Authority will have two weeks from the delivery of the devices to perform the acceptance tests.
11. The acceptance test procedure will include the following phases:
  - Visual inspection of the equipment and checking the conformity of the documentation;
  - Verification of the basic communications functions with the devices;
  - Tests on the PTS.
12. In the event of concluding the Contract with the Contractors jointly applying for the Contract, such Contractors are jointly and severally liable for the performance of this Contract.
13. The Contractor represents that he has fulfilled information obligations provided for in art. 13 or art. 14 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' or 'Regulation') towards natural persons from whom he has obtained personal data, either directly or indirectly, in order to execute and perform this Contract. Moreover, the Contractor represents that whenever he transfers any personal data to the Contracting Authority, he shall fulfil the obligation mentioned in the first sentence.
14. The Contracting Authority and the Contractor are obligated to co-operate during the implementation of the Contract, to ensure due performance of the Contract.

### § 3

1. The object of the Contract referred to in § 2 will be delivered not later than **5 months** from the Contract signature.
2. The place of delivery of the object of the Contract: the Contracting Authority's register office: **ul. Powstańców Warszawy 55, 81-712 Sopot, Poland.**

### § 4

1. According to the submitted bid, the Contractor's remuneration for the performance of the Contract amounts to total (gross) of..... PLN/ USD / EURO (say:.....), including VAT ..... PLN/ USD / EURO, net value:..... PLN/ USD / EURO (say: .....).
2. 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 (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.
3. The amount referred to in section 1 includes all costs related to the performance of the Contract, including but not limited to cost of the object of the contract (including 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 the warranty and warranty service, as well as cost of granting a license for software and firmware.
4. The Parties agreed that 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.
5. Signing the acceptance protocol of the subject of the Contract will take place after successful acceptance tests. If the Contracting Authority finds irregularities, including in particular the incompatibility of the delivered equipment with the description of the subject of the contract, the Contractor's offer, lack of required functionalities, the Contractor will remove the irregularities found at his own expense (including, if necessary, the cost of sending the equipment to the manufacturer for necessary modifications and the cost of its re-delivery to the Contracting Authority).
6. Payment will be transferred from the account of the Contracting Authority to the Contractor's account specified on the invoice within 21 days from the date of acceptance of the object of the Contract without reservations and after receipt of the invoice properly issued by the Contractor.
7. The day of debiting of the Contracting Authority's account will be considered as the date of payment.
8. The Contractor is entitled to statutory interest for the delay in payment.
9. The advance payment, no higher than 20% of remuneration referred to in section 1 above, 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 specified on the pro forma invoice within 14 days from the date of receipt of the pro forma invoice properly issued by the Contractor.
10. The account number specified by the Contractor on the invoice and/or pro forma invoice shall be consistent with the account number stated in the polish list of VAT taxpayers (Wykaz podatników VAT, hereafter referred to as "the white list of VAT taxpayers"), unless accordingly to legal provisions the Contractor's account number is not subject to registration. *(does not apply to foreign entities)*
11. The Contracting Authority is entitled to verify whether the account number specified on the invoice/pro forma invoice is registered on the white list of VAT taxpayers. In case of absence of the account number or mismatch, the Contracting Authority is entitled to withhold the payment until clarification of the matter. *(does not apply to foreign entities)*
12. The Contracting Authority has a right to demand change of the account number specified on the invoice / pro forma invoice to the number registered on the white list of VAT taxpayers. The Contracting Authority is entitled to withhold the payment until the Contractor changes the account number specified on the invoice / pro forma invoice to the number registered on white list of VAT taxpayers. *(does not apply to foreign entities)*
13. The Contracting Authority can make the payment using the split payment mechanism, regulated in Chapter 1a, Section XI of polish Goods and Services Tax Act.

## § 5

1. Warranty period for the subject of this contract before deployment is ..... months counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.
2. The Contractor shall be liable to the Contracting Authority for any physical and legal defects of the delivered equipment (particularly involving any non-compliance with the description of the Subject of the Contract), as well as damage suffered during transport.
3. Any defects found during delivery, trials or controls will be reported to the Contractor within 7 days from the date of their discovery.
4. In the case of non-compliance of equipment, in particular in the case of lack of required and offered technical performance or functionality, and in the case of delivery of damaged equipment, the Contracting Authority may refuse to accept it. In such a situation the Contracting Authority shall inform the Contractor by mail, by fax or electronic mail, on the observations of the Contracting Authority as to the irregularities sending a written protocol and call the Contractor to remedy the defects within the specified time or to provide defect-free equipment.
5. In the case of irregularities found in the delivered equipment, in particular lack of required and offered technical performance or functionality after the commencement of individual analysis, the Contracting Authority shall notify the Contractor of the irregularities within 7 days from the date of disclosure in writing, by fax or electronically. The notification should be accompanied by: a complaint report including the request detailing the method of the removal of the irregularities and equipment acceptance protocol.
6. Irregularities indicated by the Contracting Authority and referred to in the section 4 and 5 above shall be removed by the Contractor at its own expense, in the manner specified by the Contracting Authority, no later than within 1 month - in the case of minor irregularities or 3 months - in the case of the necessity to return the equipment to the Contractor/manufacturer, subject to longer period for removal of defects upon agreement with the Contracting Authority. The cost of removing irregularities (including the cost of sending the equipment) shall be borne by the Contractor.
7. Shall the Contractor fail to respond to the notice of the irregularities within 7 days of its receipt, it will be tantamount to recognition of the complaint and Contractor's commitment to immediately remove the irregularities.
8. If the irregularities cannot be removed, the Contractor shall deliver the defect-free equipment within 3 months of filing the complaint for the remuneration provided for hereto.

## § 6

6. The subject of the Contract shall be performed by the Contractor without / with the assistance of a subcontractor (*delete as appropriate*) ..... with respect to .....
7. The Contractor may perform the subject of the Contract with the assistance of a subcontractor if he makes a subcontract in writing or otherwise null and void.
8. Execution of part of the Contract may be subcontracted by the Contractor to Subcontractors not listed in section 1 in the course of performing the subject hereof only by written consent of the Contracting Authority and provided it does not amend the terms and conditions of the Contract Notice.
9. Subcontracting the execution of part of the Contract shall not change the obligations of the Contractor towards the Contracting Authority for the performance of the part of agreement. The Contractor shall be liable for the actions, omissions, and negligence of subcontractors as for his own actions, omissions, and negligence.
10. The Contractor shall notify the Contracting Authority of every planned change in subcontracting (including of the intention to subcontract work from a new subcontractor, a change of the scope of work performed by a subcontractor, a change of a subcontractor, or resigning from a subcontractor) by a deadline that enables the Contracting Authority to exercise its rights resulting from this Contract.

## § 7

1. The Contractor shall pay to the Contracting Authority stipulated penalties in the amount of:
  - a) 0.2% of the net value of the Contract as is defined in § 4 section 1 of this Contract for each day of default in delivery of the object of the Contract;
  - b) 0.2% of the net value of the Contract as is defined in § 4 section 1 of this Contract for each day of default in removal of defects found during or after the acceptance of the object hereof;
  - c) 20% of the net value of remuneration as is defined in § 4 section 1 of this Contract for the withdrawal by the Contracting Authority or the Contractor from the Contract for reasons attributable to the Contractor, especially as defined in § 8 section 2.
2. The maximal amount of penalties that the Contracting Authority may charge the Contractor is 20 % of the net value of the Contract as is defined in § 4 section 1 of this Contract.
3. The above-mentioned contractual penalties shall be paid by the Contractor within 14 days of the submission of a request for payment by the Contracting Authority to the bank account of the Contracting Authority.
4. The Contracting Authority reserves the right to claim compensation in excess of the above penalties under the general rules of the Polish Civil Code.
5. The Contracting Authority shall be entitled to deduct stipulated penalties from the remuneration payable to the Contractor.

## § 8

1. If a major change of circumstances occurs that makes the performance of the Contract against the public interest, which could not have been predicted upon the execution hereof, or if the further performance hereof may threaten

the important interest of the state or public security, the Contracting Authority may withdraw from this Contract within 30 days of becoming aware of such circumstances. In this event the Contractor may require exclusively the remuneration due to him for the completed part of the Contract.

2. The Contracting Authority reserves the right to withdraw from the Contract within 15 days of re-delivery of malfunctioning equipment by the Contractor or failing to meet the required and offered technical specification or if the defects are not removed – following a formal notice to the Contractor to fulfil the obligations in accordance with § 5 sections 6 and 8 of the Contract and setting an additional term to remove the irregularities.

## § 9

1. Any changes or additions to this Contract shall be in writing under pain of nullity.
2. The Contracting Authority anticipates possibility of changes in the Contract, especially in occurrence of following circumstances:
  - a) changes regarding the scope of the Contract and remuneration - in case of possibility to perform the subject of the Contract in a manner other than that provided for in the Contract Notice, and at the same time beneficial for the Contracting Authority, consistent with the project, which will not go beyond the specification of the subject of the Contract contained in the Contract Notice, nor will it increase the Contractor's remuneration;
  - b) changes regarding the subject of the Contract, the scope of the Contract, remuneration, payment and obligations of the Contractor – in case of circumstances not foreseen during signing of the Contract, resulting in need to reduce the order in a way not stipulated in the Contract;
  - c) changes in the deadline for completion of the contract - in the case where it is impossible for the Contractor to meet the deadline for execution of the Contract for reasons beyond the control of the Contractor, resulting in need to change the deadline for the completion determined in the Contract;
  - d) changes in the deadline for completion of the contract - in the event of force majeure, such as occurrence of a random event caused by external factors, which could not have been predicted with certainty, in particular, a direct threat to life or health of people or risk of significant damage, impacting the implementation of the Contract;
  - e) changes to the contract are necessary due to actions taken by the administrative bodies or institutions authorized to issue decisions or other commanding or supervisory acts related to the implementation of the Contract – in scope related to those actions;
  - f) changes to the Contract are necessary due to the changes in the relevant legislation – in scope related to those changes;
  - g) change of remuneration – in case of changes in value added tax (VAT) during the performance of the Contract, including statutory change in tax rate (also reduction) or occurring a possibility to apply more favourable tax rate;
  - h) change in names or addresses of Parties to this Contract, changes related to transformation of the Party – in scope related to those changes;
  - i) change of the subject of the Contract - if the offered equipment is not and will not be available on the market or its production has been discontinued (the Contractor may offer more modern replacements with the same or better technical parameters at an unchanged price compared to the offer. The Contractor is obliged to inform the Contracting Authority in writing about the need to replace and providing a confirmation of withdrawing the replaced equipment from the market).
3. The changes described in section 2 above can be made on the condition of presentation of proper prove of the circumstances set above by the Party interested in making changes.
4. In case of changes resulting in change of remuneration, the Contractor shall document impact that the circumstances had on amount of remuneration.
5. In case of change described in section 2 letter g) above, the net value shall remain the same, the gross price shall be determined in accordance to new provisions.

## § 10

1. The Contractor may not assign claims arising from this Contract to a third party without the written consent of the Contracting Authority.
2. The Parties agree that this Contract shall be governed by and interpreted according to Polish law (*\*if the contract is made with the Contractor who is a foreign entity*).
3. Any disputes resulting from the performance of this Contract shall be resolved in negotiations, and if no agreement can be reached, a dispute shall be resolved by a court competent for the registered office of the Contracting Authority.
4. Regulations of the Polish Civil Code shall apply to any issues not governed herein.
5. This Contract has been made in three copies, including 2 copies for the Contracting Authority and one copy for the Contractor. / This Contract has been made in electronic form, signed by the with a qualified electronic signature. (*delete as appropriate*)
6. In the case of the preparation and signing of the English version of the Contract, the Polish version is the basis for the interpretation of the Contract.

THE CONTRACTING AUTHORITY

THE CONTRACTOR

.....

.....

**Appendices to the Contract:**

- 1. Description of the subject of the contract for Package II
- 2. The Contractor's Bid and Price Form for Package II dated .....