



**CONTRACT NOTICE
IN THE AREA OF SCIENCE**
for
the delivery of an Acoustic Doppler Current Profiler

Name and address of the Contracting Authority

The Institute of Oceanology of the Polish Academy of Science
ul. Powstancow Warszawy 55
81-712 Sopot, Poland
Fax (48 58) 551 21 30
Email: office@iopan.gda.pl

I. The legal basis

The Contract awarded under art. 4d(1)(1) of the Act of 29 January 2004 on Public Procurement Law (the consolidated text in the Journal of Laws from 2018, Item 1986, as amended).

II. Description of the subject of contract

1. The subject of the procedure is the **delivery of delivery an Acoustic Doppler Current Profiler** for the Contracting Authority – the Institute of Oceanology of the Polish Academy of Sciences, ul. Powstancow Warszawy 55, 81-712 Sopot, Poland.
2. CPV code: 38400000-9 - instruments for checking physical characteristics.
3. Technical specification of the subject of the Contract::
 - Acoustic Doppler Current Profiler with frequency 250 kHz,
 - Equipped with 5-beam head (adds mid 500 kHz vertical transducer),
 - Average current profiles, 4 beams,
 - Profiling range 200 m,
 - Cell size 1-8m, max cells 200,
 - Velocity accuracy 1% of measured value $\pm 0.5\text{cm/s}$, velocity resolution 0.1cm/s,
 - Compass and tilt sensor, thermistor embedded in head,
 - Compass accuracy/resolution 2° for tilt < 30°/0.01°,
 - equipped with pressure sensor (range 0-500 m, accuracy 0.1% FS),
 - 16 GB SD card data logger,
 - Standard instrument housing, with room for battery,
 - 6p+2p MCBH, Ethernet + power,
 - 10m Ethernet cable with MCBH6MP, Power/RJ45 at dry end,
 - Firmware for Wave measurements (requires 5-beam head),
 - Firmware for Ice measurements (requires waves and 5-beam head),
 - Software for deployment planning, data retrieval and data conversion,
 - Lithium battery pack 1800 Wh 19V.
4. The Contracting Authority hereby states that only the minimum requirements were set out in the detailed technical specification. The Contractors may offer the devices with the same or better specification in their bids. Shall the description of the subject of contract contain any trademarks, patents or other proprietary or exclusive rights, or if the origin of the subject of contract or part thereof was determined - it must be assumed that the Contracting Authority, due to the nature of the subject of contract, provided such description with an indication of the type of the subject of contract and allows bids equivalent in terms their visual appearance, functionality, functional and performance parameters not worse than those given in the description of the subject of contract.
5. The Contractor shall provide the Contracting Authority with documentation and operating manual in Polish and/or in English.
6. The offered equipment should have minimum 12 months warranty counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.
7. The offered equipment must be new, free from defects or damage, not used, free of third-party rights.
8. The offered equipment must be a solution available on the market and be currently in use.
9. **The Contracting Authority requires the Contractor to deliver the subject of contract on the research vessel "Oceania" in Longyearbyen (Svalbard, Norway) within the declared bid price (net value).**

10. The Contracting Authority allows the bids to be submitted and payment to be settled in the following currencies: PLN, USD or EURO.
11. The bid price (net value) 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 (with documentation and software), cost of packaging, transport to the place of destination and insurance during delivery to the place of destination, cost of warranty and warranty service, as well as cost of granting a license for software.

III. Place and date of implementation of contract

1. Deadline of the implementation of the contract: **August 7th, 2019.**
2. Place of execution of the contract: **the research vessel "Oceania" in Longyearbyen (Svalbard, Norway).**
3. The exact date and place of delivery will be given by the Contracting Authority after the Contractor notifies readiness to deliver.

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:
 - a) competences or authorisations to carry out specific professional activity, if required under separate regulations - *The Contracting Authority does not specify this condition;*
 - b) economic or financial standing – within the scope of expertise and experience – *in the form of at least two properly completed or ongoing (in case of periodical or permanent contracts) deliveries corresponding to the subject of contract, i.e. the deliveries of an Acoustic Doppler Current Profiler, with a gross value of at least PLN 120 000 each, which took place within the last 3 years before the end of the deadline for the submission of bids or, if the period of Contractors activity is shorter – within that period;*
 - c) technical or professional capability – *Ensuring the execution of the contract.*

Notice!

If the payment for the delivery was made in currency other than PLN, to determinate value of the delivery, the Contractor should convert it into PLN at an average FX rate of the currency announced by the National Bank of Poland as of the date of publication of this Notice (June 14th, 2019).

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. 2 to the Notice.
3. Assessment of compliance with conditions specified in point 1 will take place in accordance with the method: meets conditions/ doesn't meet conditions .
4. In case of not meeting conditions of participation in the procedure the Contractor shall be excluded from the procedure and his offer shall be considered rejected.

V. Terms and procedure of payment:

1. The contract is funded from designated subsidy from Horizon 2020 project INTAROS - Integrated Arctic Observation System, awarded under EU call for Blue Growth.
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 Science, following the signing the acceptance protocol by the Contracting Authority without reservations.
3. Payment will be transferred from the account of the Contracting Authority to the Contractor's account 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. If a bid has been submitted whose selection would create a tax liability of the Contracting Authority according to laws on value added tax, in order to assess such a bid the Contracting Authority shall add value added tax to the offered price, which it would be obliged to account for according to such laws.
5. The cost of VAT will be settled and paid by the Contracting Authority, provided that the Contractor is an entity with its registered office outside the territory of the Republic of Poland and if it is required pursuant to the relevant tax provisions. In such a case the Contractor shall quote only the net value. 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).
6. **The advance payment, no higher than 20% of remuneration, can be made on Contractor's request.** The advance payment will be made based on pro forma invoice. The advance payment will be transferred from the account of the Contracting Authority to the Contractor's account within 14 days from the date of receipt of the pro forma invoice properly issued by the Contractor.
7. The Contractor will be obligated to ensure that the European Commission, the Executive Agency for Small and Medium-sized Enterprises (EASME), the European Court of Auditors (ECA) and the European Anti-Fraud

Office (OLAF) have the right to carry out checks, reviews, audits and investigations on the Contractor concerning the financing of the agreement.

8. The Contractor will be obligated to ensure that the European Commission and the Executive Agency for Small and Medium-sized Enterprises (EASME) Agency has the right to make an evaluation of the impact of the action INTAROS concerning to this contract.
9. All essential terms and requirements can be found in the draft of the Contract (Appendix no 3 to the Notice).

VI. Criteria of evaluation

Gross price – 100%

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 June 24th, 2019, 10:00 am (Polish time):**
 - 1) in person (by post, courier) to the registered office of the Contracting Authority – room 107,
 - 2) by fax : (48 58) 551 21 30
 - 3) by email – mmasnicka@iopan.gda.pl

- entitled „The Bid for the delivery of an Acoustic Doppler Current Profiler - IO/ZN/4/2019”.
2. The Contractor shall prepared offer accordingly to the Appendix no 1 to the notice – Bid form and enclose filled Appendix no. 2 to the notice - Statement of compliance with the conditions of participation in the procedure and **Technical Specifications of offered devices (catalogs, brochures, catalog cards, etc.)** confirming that the offered devices meet the requirements described in Chapter II of the notice (Description of the subject of contract).
3. The offers submitted after the deadline set in point 1 will not be taken into consideration.
4. The Contracting Authority does not allow partial bids. The bid must be complete and must include all the elements and take into account all the conditions listed in Chapter II of the notice. The bids which would not include even one element shall be rejected as the bid which failed to comply with the requirements set in the notice.
5. 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 website where the Contract notice was provided, 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.
6. **The Contracting Authority shall authorise Ms Malgorzata Masnicka to contact the Contractors directly – mmasnicka@iopan.gda.pl.**
7. The bid validity period is 30 days, which begins with the deadline for submission of bids.
8. The Contractor shall bear all costs associated with the preparation of the bid.
9. The Contractor may submit only one bid (either alone or jointly with another Contractor). If the Contractor submits or participates in more than one bid, all bids with the participation of the Contractor shall be rejected.
10. A bid shall be prepared in Polish or English. The Contracting Authority does not allow the communication and submitting a bid in other languages than Polish or English.
11. 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.
12. The content of the bid shall correspond to the content of the Notice.
13. 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.
14. Contractors may apply for an award jointly. In this event such Contractors shall be jointly and severally liable for the performance of this Contract.
15. 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.
16. The bid shall indicate the part of the Contract which the Contractor intends to subcontract and provide company name of the subcontractor. Entrusting part of a contract to subcontractors shall not release the Contractor from liability for due performance of the Contract.
17. 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.
18. In the event of bid submitted in a currency other than PLN (i.e. in EUR, 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 (June 24th, 2019).

19. 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 within the time limit specified by the Contracting Authority. Contractors shall not offer higher prices than offered in the bids submitted previously.
20. If any doubts arise as to the content of a bid, the Contracting Authority reserves the right to ask questions about the content of the bid or require any missing information to be supplemented. No negotiations concerning a submitted bid between the Contracting Authority and the Contractor shall be allowed.
21. The Contracting Authority shall 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– and shall forthwith inform the Contractor whose bid has been corrected.
22. 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.
23. The Contracting Authority reserves the option to cancel the proceedings without selecting a quotation if:
 - a) no bid has been submitted in the proceedings that is not subject to rejection,
 - 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 section 19 above, additional bids have been submitted with the same price,
 - d) a major change of circumstances has occurred which makes the proceedings or the Contract against the public interest, which could not have been forecast before, or
 - e) proceedings were faulty to the extent that prevents the execution of the Contract.
24. The Contracting Authority shall notify the Contractors who have submitted their bids of cancelling the proceedings with the justification thereof.
25. The Contracting Authority shall sign the Contract with the Contractor, whose bid was selected as the best offer, according to the contract template set out in Appendix no 3 to the Notice.
26. If a bid selected in the proceedings is submitted by two or more Contractors applying jointly in the public procurement proceedings, the Contracting Authority shall 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.
27. 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.
28. Before signing the Contract The Contracting Authority may asked the Contractor to submit the relevant abstract from the register or other documents accordingly to which the person signing the Contract is authorized to act in the Contractor's name.
29. 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 Science - announces, that within the scope in which it collects personal data, due to conducting this public procurement proceedings, awarded under art. 4d (1)(1) of the Act of 29 January 2004 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 Powstancow Warszawy 55 str., 81-712 Sopot, (+48 58) 73 11 600, fax: (+48 58) 551 21 30; e-mail: office@iopan.gda.pl,
3. For matters relating to data processing, please contact the Data Protection Officer, tel. +48 (58) 73 11 942, e-mail: iodo@iopan.gda.pl.
4. The Contracting Authority shall collect and process personal data within the framework of this public procurement proceedings 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 8, paragraphs 3-5 of the Public Procurement Law shall apply to such data accordingly.

IX. Appendices:

1. Bid form,
2. Statement of compliance with the conditions of participation in the procedure,
3. Contract template.

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

Dyrektor Instytutu