



CONTRACT NOTICE
IN THE AREA OF SCIENCE

for

the delivery of submersible fluorometers

Name and address of the Contracting Authority

The Institute of Oceanology of the Polish Academy of Science
(Instytut Oceanologii Polskiej Akademii Nauk)
ul. Powstancow 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 2019, Item 2019, as amended).

II. Description of the subject of contract

1. The subject of the procedure is **the delivery of four submersible fluorometers** 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: 38340000-0 Instruments for measuring quantities.
3. Technical specification of the subject of the procedure:
 - Chl in vivo (Blue Excitation) Minimum Detection Limit 0.03 µg/L,
 - Chl in vivo (Blue Excitation) Linear Range 0-500 µg/L,
 - Chl in vivo (Blue Excitation) LED (CWL) 460 nm,
 - Chl in vivo (Blue Excitation) Excitation 465/170 nm,
 - Chl in vivo (Blue Excitation) Emission 696/44 nm,
 - Chl in vivo (Red Excitation) Minimum Detection Limit 0.3 µg/L,
 - Chl in vivo (Red Excitation) Linear Range >500 µg/L,
 - Chl in vivo (Red Excitation) LED (CWL) 635 nm,
 - Chl in vivo (Red Excitation) Excitation ≤ 635 nm,
 - Chl in vivo (Red Excitation) Emission > 695 nm,
 - Turbidity Minimum Detection Limit 0.05 NTU,
 - Turbidity Linear Range 0-1,500 NTU,
 - Turbidity LED (CWL) 850 nm,
 - Turbidity Excitation 850 nm,
 - Turbidity Emission 850 nm,
 - Depth Sensor,
 - Temperature Sensor,
 - Memory – at least 60 000 Data Lines,
 - Temperature it can operate: -2 to 50 degrees C,
 - Max Depth of deployment: to 600 meters,
 - Minimum Sample Interval: 1 Second,
 - Weight max 1.7 kg,
 - Length: max 24 cm,
 - Diameter: max 11 cm,
 - 3-Brush Mechanical Wiper with Copper Arms: 4 pieces,
 - Wiper brush repl. kit.: 2 pieces,
 - Wiper arm spacer kit.: 2 pieces,
 - Shade cap assembly: 4 pieces,
 - Shade cap weight assy: 4 pieces,
 - Solid STD cap assy: : 4 pieces,
 - Solid STD optical kit: 4 pieces,
 - Antifouling Copper Plate and Collar: 4 pieces,

- Necessary calibration standards: 1 LITER each,
 - Software for calibration, datalogging set-up and file management capabilities as well as data integration.
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 if the origin of the subject of contract, source or a particular process which characterises the products or services provided by a specific economic operator was determined - it must be assumed that the Contracting Authority, due to the nature of the subject of contract, provided such description with an indication of the type of the subject of contract and allows bids equivalent in terms their visual appearance, functionality, functional and performance parameters not worse than those given in the description of the subject of contract.
 5. The 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 to Longyearbyen (Svalbard), Norway within the declared bid price (net value).
 10. The Contracting Authority declares that Longyearbyen (Svalbard), Norway is the destination of the equipment and there are no plans to import the equipment to the European Union.

III. Place and date of implementation of contract

1. Deadline of the implementation of the contract: no later than **June 30th, 2021**.
2. Place of the delivery: **The University Centre on Svalbard, PO Box 156, N9171 Longyearbyen, Norway**.

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 **three properly completed** or ongoing (in case of periodical or permanent contracts) **deliveries** corresponding to the subject of contract, i.e. the deliveries of **submersible fluorometers**, with a gross value of at least **PLN 50 000 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 (February 22nd, 2021).

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.
5. In order to confirm the fulfilment of the conditions of participation in the procedure the Contractor may, where appropriate and for a particular contract or its part, rely on the technical or professional capability or the economic or financial standing of other entities, regardless of the legal nature of the links which they have with them.
6. The Contractor that relies on the capacities or standing of resource-sharing entities shall submit, together with its bid, a commitment of the resource-sharing entity to the Contractor to place at the disposal of the Contractor the resources necessary for the performance of the contract or another subjective means of proof confirming that the Contractor, by performing the contract, shall have the necessary resources of these entities.
7. The commitment of an entity providing the resources referred to in paragraph 2 confirms that the relationship between the Contractor and the resource-sharing entities guarantees actual access to these resources and specifies in particular:
 - 1) the scope of resources placed at the disposal of the Contractor by the resource-sharing entity;
 - 2) the manner and period in which the resources of the resource-sharing entity will be made available to and used by the Contractor in the performance of the contract.

8. The Contracting Authority shall verify whether the technical or professional capability made available to the Contractor by resource-sharing entities or their financial or economic standing are sufficient for that Contractor to prove the fulfilment of the conditions of participation in the procedure.
9. Where the technical or professional capability or the economic or financial standing of the resource-sharing entity does not prove the fulfilment of the conditions of participation in the procedure by the Contractor, the Contracting Authority shall require that, within a time limit defined by the Contracting Authority, the Contractor replaces that entity with a different entity or entities or proves that it meets the conditions of participation in the procedure on its own.
10. After the deadline for the submission of bids, the Contractor may not refer to the capability or standing of resource-sharing entities if at the stage of the submission of bids it did not rely in the relevant scope on the capability or standing of resource-sharing entities.
11. The Contractor shall indicate in the bid that it relies on the technical or professional capability or the economic or financial standing of other entities to confirm the fulfilment of the conditions of participation in a procedure and provide name and address of those entities.

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

1. The contract is funded from project „Wpływ szybko postępujących zmian klimatycznych na polarne organizmy morskie – badania wzdłuż środowiskowych analogów przyszłych zmian środowiskowych" (ANALOG, 2020/37/B/ST10/02905) funded by National Science Centre (NCN).
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. 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, 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, EURO or NOK.
7. All essential terms and requirements can be found in the draft of the Contract (Appendix no 3 to the Notice).

VI. Criteria of evaluation

1. The selection of the most favourable quotation will be made in accordance with following criteria:

A bid price (Gross price) – 100%

2. 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, software and firmware), cost of packaging, transport to the place of destination and insurance during delivery to the place of destination, cost of warranty and warranty service, as well as cost of granting a license for software and firmware.
3. 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 Contractors knowledge, the Contracting Authority will be obligated to pay.
4. 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 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).
5. Shall the Contractor offer a discount, the discount should be included in the bid price.
6. The Contractor can offer only one price for the performance of the contract. Price variants are not allowed.
7. The Contracting Authority allows the bids to be submitted in the following currencies: PLN, USD, EURO NOK.

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 **March 2nd, 2021, 10:00 am** (Central European Time - CET) by email – **mmasnicka@iopan.pl**

- entitled „The Bid for **the delivery of submersible fluorometers - IO/ZN/2/2021**”.
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 Contractor shall state in the Bid form manufacturer, type, model and catalogue number of offered devices.
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, within the meaning of the provisions concerning the combating of unfair competition, should be labeled as such by the Contractor. The Contractor shall enclose factual and judicial justification. Failure to correctly label the business secret or enclose factual and judicial justification may result in disclosure of the information. The Contractor may not stipulate that the name (company name) and address of the Contractor or information regarding the price, time limit for the completion of the contract, period of guarantee and terms of payment should not be disclosed.
6. The Contracting Authority does not allow partial bids. The bid must be complete and must include all the elements and take into account all the conditions listed in Chapter II of the notice. The bids which would not include even one element shall be rejected as the bid which failed to comply with the requirements set in the notice.
7. The Contracting Authority may, when it's necessary, modify, before the deadline for submitting bids, the content of the Contract notice. Any modification to the notice shall be promptly placed on the Contracting Authority's website, thus becoming automatically an integral part of the Contract Notice. Any and all modifications introduced by the Contracting Authority shall be binding for the Contractor.
8. **The Contracting Authority shall authorise Ms Malgorzata Masnicka to contact the Contractors directly – mmasnicka@iopan.pl.**
9. The bid validity period is 30 days, which begins with the deadline for submission of bids.
10. The Contractor shall bear all costs associated with the preparation of the bid.
11. The Contractor may submit only one bid (either alone or jointly with another Contractor). If the Contractor submits or participates in more than one bid, all bids with the participation of the Contractor shall be rejected.
12. A bid shall be prepared in Polish or English. The Contracting Authority does not allow the communication and submitting a bid in other languages than Polish 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.
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, USD, NOK), 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 (March 2nd, 2021).
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 within the time limit specified by the Contracting Authority. Contractors shall not offer higher prices than offered in the bids submitted previously.
22. 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 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
- and shall forthwith inform the Contractor whose bid has been corrected.
24. 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.
 25. The Contracting Authority reserves the option to cancel the proceedings without selecting a quotation if:
 - a) no bid has been submitted in the proceedings or all submitted bids were rejected,
 - b) a price of the most favourable bid is above the amount which the Contracting Authority intends to allocate to finance the Contract, unless the Contracting Authority may increase this amount to the price of the most favourable bid,
 - c) in the instance mentioned in section 21 above, additional bids have been submitted with the same price,
 - d) a major change of circumstances has occurred which makes the proceedings or the Contract against the public interest, which could not have been forecast before, or
 - e) proceedings were faulty to the extent that prevents the execution of the Contract.
 26. The Contracting Authority shall notify the Contractors who have submitted their bids of cancelling the proceedings with the justification thereof.
 27. 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.
 28. 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.
 29. 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.
 30. 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.
 31. 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. 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 Powstancow 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 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 18, paragraphs 3-6 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.