



IO/ZN/5/2019

Sopot, June 19<sup>th</sup>, 2019

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

**the delivery of a multi-parameter profiling measuring float**

**Name and address of the Contracting Authority**

The Institute of Oceanology of the Polish Academy of Science  
ul. Powstańców 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 a multi-parameter profiling measuring float (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. This procedure is a repetition of the procedure no. IO/ZN/2/2019.
4. Description of requirements and technical specification are set in chapter III of Contract notice.
5. The Contracting Authority hereby states that only the minimum requirements were set out in the Description of requirements and technical specification. The Contractors may offer the devices with the same or better specification in their bids. Shall the description of the subject of contract contain any trademarks, patents or 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.
6. The object of contract must be new, free from defects or damage, not used, free of third-party rights.
7. The offered equipment must be a solution available on the market and be currently in use.
8. The Contractor shall provide the Contracting Authority documentation and operating manual in Polish and/or in English.
9. The Contracting Authority allows the bids to be submitted and settled in the following currencies: PLN, USD or EURO.
10. 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 the cost of the object of the contract, costs of packaging and transport to the place of destination, and insurance during delivery to the place of destination, the cost of the warranty and warranty service, the cost of granting license for software.

**III. Description of requirements and technical specification**

**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. This latter can be deeper or shallower than the parking 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 lifetime 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 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.

#### **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 ( $1002 \text{ kg m}^{-3} < \sigma < 1025 \text{ kg m}^{-3}$ ) 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 or initial mass adjustment 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 earthing (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 :  $\square 3$ s.day-1
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 international sanitary rules will be respected (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:

	Temperature	Conductivity	Pressure
Range	$-5$ to $+35$ $^{\circ}\text{C}$	0 to 70 mS/cm	0 - 2100 dbars
Initial accuracy	$\pm 0,002$ $^{\circ}\text{C}$	$\pm 0,003$ mS/cm	2 dbars
Repeatability	$\pm 0,001$ $^{\circ}\text{C}$	$\pm 0,01$ mS/cm	$\pm 1$ dbar
Resolution	0,0001 $^{\circ}\text{C}$	0,0001 PSU	0,0001 dbar
Drift	$\leq 0,002^{\circ}\text{C} / \text{yr}$	$\leq 10\text{mPSU} / 5$ 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 are 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) is 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 floats and their additional sensors), 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.

#### IV. Place and date of implementation of Contract

1. Deadline of the implementation of the contract: **September 30, 2019.**
2. Place of the implementation of the contract: the Contracting Authority's register office: ul. Powstancow Warszawy 55, 81-712 Sopot, Poland.

#### V. 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 one properly completed or ongoing (in case of periodical or permanent contracts) delivery corresponding to the subject of contract, i.e. the delivery of the 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;*
  - 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 Contract Notice (June 19<sup>th</sup>, 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.

#### VI. Terms and procedure of payment, essential terms and requirements of Contract:

1. The contract is financed under the project "Euro-Argo Research Infrastructure Sustainability and Enhancement" (E-A RISE) implemented under the EU Horizon 2020 Framework Program.
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 cost of VAT will be settled and paid by the Contracting Authority, provided that the Contractor is an entity with its registered office and location of the business activity 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).
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 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.

7. 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 E-A RISE concerning to this contract.
8. All essential terms and requirements can be found in the draft of the Contract (Appendix no 3 to the Contract notice).

## VII. Criteria of evaluation

**Gross price – 100%**

## VIII. 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 27<sup>th</sup>, 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](mailto:mmasnicka@iopan.gda.pl)

- entitled „The Bid for the **delivery of a multi-parameter profiling measuring float - IO/ZN/5/2019**”.
2. Within the offer the Contractor shall submit:
  - a) A completed Bid form, prepared in accordance with the template enclosed as Appendix no. 1 to the Contract Notice;
  - b) Detailed description of offered subject of the Contract, confirming that the subject of the Contract offered by the Contractor meets the requirements described in Chapter III of the Contract Notice (Description of requirements and technical specification), including in particular:
    - description of individual elements of the offer (together with their manufacturer, name, type, catalog number),
    - detailed description of device operation and measurement strategy,
    - a confirmation that the first profile (regardless of phase) will be delayed by no more than 48 hours, and the data will be sent during the first transmission,
    - a description of the solutions used to ensure float integrity in the event of float grounding (contact with the seabed),
    - statement made by the Contractor that the lifetime of the float at sea is compatible with the selected type of energy source,
    - description of software functionality,
    - offered warranty conditions.
  - c) Technical Specifications of offered devices (catalogs, brochures, catalog cards, etc.) confirming that the offered devices meet the requirements described in Chapter III of the Contract notice,
  - d) Statement of compliance with the conditions of participation in the procedure - prepared in accordance with the template enclosed as Appendix No. 2 to the Contract notice.
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 and Chapter III of the Contract 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](mailto: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 Contract 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 27<sup>th</sup>, 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 right to cancel the procedure without the selection of the best offer. The Contracting Authority shall notify the Contractors who have submitted their bids of cancelling the proceedings with the justification thereof.
24. The Contracting Authority shall sign the Contract with the Contractor, whose bid was selected as the most favourable bid, according to the contract template set out in Appendix no 3.
25. 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.
26. 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.
27. 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.
28. 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.

#### **IX. 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.

#### X. 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



Prof. dr hab. Jan Marcin Węśławski