



**CONTRACT NOTICE
IN THE AREA OF SCIENCE**

for

the delivery of an ocean pCO₂ sensor

Name and address of the Contracting Authority

The Institute of Oceanology of the Polish Academy of Sciences
(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 is 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 2024, Item 1320, as amended).

II. Description of the subject of the contract

1. The subject of the procedure is **the delivery of an ocean pCO₂ sensor** 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: 38300000-8 (Measuring instruments), 38400000-9 (Instruments for checking physical characteristics).
3. Description of requirements and technical specification:
 - 1) measurement range of the sensor: 100–2200 µatm;
 - 2) sensor operating temperature: from -2 to 22°C;
 - 3) attached power cable;
 - 4) operating depth: at least 1 m;
 - 5) accuracy ±0.5% of the measurement;
 - 6) sensor software;
 - 7) antifouling protection;
 - 8) internal data recording.
4. The Contracting Authority requires the Contractor to deliver the subject of contract to the Contracting Authority's register office (ul. Powstancow Warszawy 55, 81-712 Sopot, Poland).
5. The subject of the contract must be new, free from defects or damage, not used, free of third-party rights. The Contracting Authority does not allow the equipment from the exhibition to be offered.
6. The Contractor shall provide the Contracting Authority with documentation and operating manual in Polish and/or in English.
7. The Contractor shall provide a minimum **12-month** warranty for the subject of the contract, counted from the date of signing the acceptance protocol by the Contracting Authority without reservations.
8. The Contractor is obliged to calibrate the sensor (in a place determined by the Contractor and the Contracting Authority) after 12 months counted from the date of signing the acceptance protocol by the Contracting Authority without reservations (but no later than within a month after that period). In a justified case, the Contractor and the Contracting Authority may agree to set a different date of calibration.
9. 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 devices with the same or better specification in their bids. Shall the description of the subject of the contract contain any trademarks, patents or other proprietary or exclusive rights, or if the origin of the subject of the contract or part thereof or if the origin of the subject of the 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 the contract, provided such description with an indication of the type of the subject of the contract and allows bids equivalent in terms

of their visual appearance, functionality, functional and performance parameters not worse than those given in the description of the subject of the contract.

10. The offered equipment must be a solution available on the market and be currently in use.
11. All elements of the subject of the contract must be compatible with each other and must enable full use of the equipment.
12. The Contracting Authority informs that it has indicated only the elements of the equipment which it considered essential, however, failure to list some of the elements included in such equipment means that the Contractor is obliged to offer devices that form a functional whole with the elements indicated by the Contracting Authority. The Contracting Authority indicates that irrespective of the number of essential elements of the equipment mentioned, the Contractor is to offer fully equipped equipment capable of working without additional investment or outlays.

III. Place and date of execution of the contract

1. Deadline of the execution of the contract (of the delivery): no later than within **20 weeks** from the date of signing the contract.
2. Place of execution of the contract: the Contracting Authority's register office – **ul. Powstancow Warszawy 55, 81-712 Sopot, Poland.**

IV. Conditions for participation in the procedure

1. The Contractors who would like to participate in the contract award procedure must comply with the requirements set out below:
 - a) ability to perform business transactions – *the Contracting Authority does not specify this condition;*
 - b) authorisations required to carry out specific economic or professional activity, if required under separate regulations - *the Contracting Authority does not specify this condition;*
 - c) economic or financial standing – *ensuring the execution of the contract;*
 - d) technical and professional capability – within the scope of expertise and experience: *in the form of at least two properly completed or ongoing (in case of recurring or permanent contracts) deliveries corresponding to the subject of the contract, i.e. the **delivery of a pCO₂ sensor, 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 submitting bids or, if the period of a Contractor's activity is shorter – within that period.***

Notice!

If the payment for the delivery was made in a currency other than PLN, to determinate the 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 the expiry of the time limit for the submission of bids (December 4th, 2024).

2. To confirm compliance with the conditions specified in point 1 the Contractor should submit Statement of compliance with conditions of participation in the procedure – according to the template constituting Appendix no. 2 to the Contract Notice.
3. The assessment of compliance with conditions specified in point 1 will be carried out using a method: meets the conditions/ does not meet the conditions.

V. Terms of payment, essential terms and conditions of the contract

1. The contract is funded from the project "Transport and transformation of total alkalinity from continental rivers – missing elements for understanding pH variability in the Baltic Sea" (ALKALIS, agreement no. UMO-2023/49/B/ST10/02690, OPUS 25 call), funded by the Polish National Science Centre.
2. The payment for the delivered subject of the contract will take place on the basis of an invoice delivered to the Institute of Oceanology of the Polish Academy of Sciences, following the signing of the acceptance protocol by the Contracting Authority without reservations.
3. Payment will be transferred from the account of the Contracting Authority to the Contractor's account specified on the invoice within 30 days counted from the date of acceptance of the subject of the contract without reservations and after the Contracting Authority receives 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 obligation 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 obligation.

5. The payment for the performance of the contract shall be made in accordance to the Contractor's bid, in one of the following currencies: PLN or EUR.
6. All essential terms and requirements can be found in the draft of the contract (Appendix no. 3 to the Contract Notice).
7. The Contracting Authority shall conclude the contract with the Contractor whose offer shall be considered the most favourable, in accordance with the presented contract's draft.

VI. Criteria of evaluation

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

A bid price (Gross price) – 100 %.

2. Points in the "bid price" criterion shall be calculated according to the following formula:

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

3. The bid price is the gross price for the performance of the entire subject of the contract.
4. The Contractor is obliged to indicate the bid price in the Bid form (Appendix no. 1 to the Contract Notice).
5. The bid price quoted in the bid shall include all costs related to the performance of the contract, including but not limited to cost of the subject 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 calibration (excluding costs of packaging, transport to the place of calibration and possible insurance of equipment during transport to the place of calibration), and cost of granting a license for software and firmware.
6. If a bid has been submitted the selection of which would result in a tax obligation on the Contracting Authority under the provisions on the tax on goods and services, the Contracting Authority, in order to evaluate such a bid, will add to the bid price the value added tax (VAT) payable under these provisions. The Contractor, when submitting a bid, shall notify the Contracting Authority that the selection of his 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, along with their value without the tax amount and tax rate which the Contracting Authority will be obligated to pay, according to the Contractor's knowledge.
7. If a bid has been submitted by a Contractor having his registered office and location of the business activity outside of the Republic of Poland, the Contractor shall indicate in his bid only the net value. In order to evaluate such a bid offer, the Contracting Authority will increase the bid price by adding the tax on goods and services (VAT).
8. If the Contractor offers a discount, the discount must be included in the bid price.
9. The Contractor can offer only one price for the performance of the contract. Price variants are not allowed.
10. The Contracting Authority allows the bids to be submitted in the following currencies: PLN or EUR.
11. The maximum number of points that the Contractor may obtain in the procedure: 100 points.
12. Calculations of the points will be made with the accuracy to two decimal places.
13. The bid with the highest number of points will be considered the most favourable bid submitted in the procedure.
14. The Contracting Authority shall select the most favourable bid on the basis of the bid evaluation criteria specified in the Contract Notice. The most favourable bid is the one which presents the best value for money.

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

1. **The bid signed by a person authorized to act in the Contractor's name should be submitted** by mail no later than on **December 4th, 2024, 10:00 am** (Central European Time - CET) to email address: **bgorecka@iopan.pl**

- entitled „**The bid for the delivery of an ocean pCO₂ sensor - IO/ZN/8/2024**”.

2. The Contractor's bid shall include:
 - 1) **Bid form** prepared in accordance with the template constituting Appendix no. 1 to the Contract Notice;
 - 2) **Statement of compliance with the conditions for participation in the procedure and of non-exclusion** – signed in accordance with the template constituting Appendix no. 2 to the Contract Notice;
 - 3) **Technical specifications of the offered sensor** (catalogues, brochures, catalogue cards, etc.) confirming that the offered device meets the requirements described in Chapter II of the Contract Notice (Description of the subject of contract).
3. The Contracting Authority accepts submitting the bid with the required documents and statements in the form of a scan of signed documents or in the form of an electronic document signed with a qualified electronic signature, a trusted signature or a personal signature. Technical specifications of the offered sensor do not have to be signed.
4. The Contractor shall state manufacturer, type, model and catalogue number of the offered sensor in the Bid form.
5. The offers submitted after the deadline set in point 1 will not be taken into consideration.
6. The Contractor shall bear all costs associated with the preparation of the bid.
7. 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, warranty period and terms of payment should not be disclosed.
8. The Contracting Authority does not allow submitting partial bids. The bid must be complete and must include all the elements listed in Chapter II of the Contract Notice. Failure to include even one of the elements of the order shall result in the rejection of the bid.
9. The Contracting Authority may, in justified cases, modify the content of the Contract Notice before the deadline for submitting offers, provided that it does not result in a change of the nature of the order. Any modification to the Contract Notice shall be promptly posted on the Contracting Authority's website, thus automatically becoming an integral part of the Contract Notice. Any and all modifications introduced by the Contracting Authority shall be binding for the Contractor. The Contracting Authority shall extend the time limit for submitting bids, if it is necessary due to the scope of the introduced changes.
10. **The Contracting Authority authorises the following persons to contact the Contractors directly:**
 - 1) **Ms. Barbara Gorecka, e-mail: bgorecka@iopan.pl,**
 - 2) as a substitute **Ms. Malgorzata Masnicka, e-mail: mmasnicka@iopan.pl.**
11. The Contractor is bound by the bid for a period of 30 days, which begins with the deadline for submission of bids, i.e. until **January 2nd 2025**.
12. 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 that Contractor shall be rejected.
13. A bid shall be prepared in Polish and/or English. The Contracting Authority allows the communication and submitting a bid in Polish and/or English.
14. 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.
15. The content of the bid shall correspond to the content of the Contract Notice. The Contracting Authority will reject an offer not corresponding to the content of the Contract Notice, subject to section 26 below.
16. 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.
17. Contractors may jointly apply for the award of the contract. In this event such Contractors shall be jointly and severally liable for the performance of the contract.
18. In the event of a joint application for the award of the contract, the Contractors shall appoint a plenipotentiary to represent them in the procurement proceedings or to represent them in the proceedings and the conclusion of a public procurement contract. The Contractors are obliged to attach to their bid a power of attorney granted to the plenipotentiary acting on behalf of the entities applying for joint performance of the contract.
19. The bid shall indicate a part of the contract which the Contractor intends to subcontract and provide

company name of the subcontractors (if are known). Entrusting a part of the contract to subcontractors shall not release the Contractor from liability for due performance of the contract.

20. The Contractor may introduce changes or withdraw a submitted bid before the deadline for submitting bids. Notification of changes or withdrawal of the bid shall be signed by the Contractor or his authorised representative. No bid may be changed after the deadline for submitting bids.
21. In the event of a bid submitted in a currency other than PLN (i.e. in EUR), 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 the expiry of the time limit for the submission of bids (December 4th, 2024).
22. If it is impossible to select the best offer as bids with the same price have been submitted, the Contracting Authority shall call upon the Contractors who have submitted such bids to submit additional bids with revised price within the time limit specified by the Contracting Authority. When submitting additional bids, the Contractors shall not offer prices higher than the prices offered in their previously submitted bids.
23. If any doubts arise as to the content of a bid or if there is missing information or document/statement, the Contracting Authority reserves the right to ask questions about the content of a bid or require any missing information or document/statement to be supplemented. No negotiations between the Contracting Authority and the Contractor concerning a submitted bid shall be allowed.
24. The Contracting Authority may correct in the text of a bid:
 - a) obvious typographical errors,
 - b) obvious accounting errors, taking into consideration the accounting implications of the conducted corrections,
 - c) other errors which result in non-compliance of a bid with the Contract Notice but do not cause significant changes to the content of a bid.

The Contracting Authority shall immediately notify the Contractor whose offer has been corrected about the correction of errors. The Contracting Authority will reject the offer if the Contractor has questioned, within a set time limit, the correction of the error referred to in letter c) above. Failure to reply within the specified time limit shall be deemed consent to the correction of the error.

25. The Contracting Authority will exclude from the procedure the Contractor in case of circumstances set in article 7(1) of the Act of 13 April 2022 on special solutions in terms of counteracting support of aggression against Ukraine and in terms of protection of national security (the consolidated text in the Journal of Laws from 2024, Item 507). The Contracting Authority will reject an offer submitted by an excluded Contractor.
26. The Contracting Authority will reject a bid if:
 - a) it has been submitted after the deadline for submission of bids;
 - b) it has been submitted by a Contractor who:
 - does not meet the conditions for participation in the procedure, or
 - is subject to exclusion from the procedure, or
 - has not submitted missing statements or documents specified in the Contract Notice within a given time limit, in particular including declarations on meeting the conditions for participation in the proceedings and of non-exclusion, and technical specifications of the offered equipment;
 - c) it is inconsistent with generally applicable law;
 - d) it is invalid under separate regulations;
 - e) its content is inconsistent with the contents of the Contract Notice, subject to paragraph 24;
 - f) it has not been prepared or submitted in a manner consistent with Chapter VII, paragraph 1 or 3 of the Contract Notice;
 - g) it has been submitted under conditions of an act of unfair competition within the meaning of the Act of 16 April 1993 on combating unfair competition;
 - h) it contains an abnormally low price in relation to the subject matter of the contract;
 - i) it contains errors in price calculation;
 - j) the Contractor, within the set time limit, questioned the correction of the error referred to in Chapter VII, paragraph 24(c) of the Contract Notice.
27. The Contracting Authority shall notify Contractors who have submitted their bids of selecting the most favourable quotation within the procedure. The Contracting Authority shall also place the Information about the results of this procedure on its website.
28. The Contracting Authority reserves the option to cancel the proceedings without selecting a quotation in justified cases, especially if:
 - a) no bid has been submitted in the proceedings;

- b) all submitted bids have been rejected;
 - c) a price of the most favourable bid exceeds the amount which the Contracting Authority intends to allocate to finance the contract, unless the Contracting Authority can increase this amount to the price of the most favourable bid;
 - d) in the instance mentioned in section 22 above, additional bids with the same price have been submitted;
 - e) a major change of circumstances has occurred which causes the conduct of the proceedings or the execution of the contract to be no longer in the public interest, which could not have been foreseen;
 - f) the proceedings are encumbered with an irreparable defect which prevents the conclusion of the contract.
29. The Contracting Authority shall notify the Contractors who have submitted their bids of cancelling the proceedings with the justification thereof.
 30. The Contracting Authority shall conclude the contract with the Contractor whose bid has been selected as the best offer, according to the contract template set out in Appendix no. 3.
 31. If a bid selected in the proceedings was submitted by two or more Contractors jointly applying for a public procurement contract, the Contracting Authority may request an agreement which regulates the cooperation of these entities before signing the public procurement contract. The term for which the Contractors' contract was concluded cannot be shorter than the term specified for the execution of the contract.
 32. If the Contractor whose tender has been selected as the most advantageous one, refuses to conclude the contract, the Contracting Authority may re-examine and evaluate the tenders of other Contractors and select the most advantageous tender out of other bids or cancel the procedure.
 33. Before signing the contract the Contracting Authority may ask the Contractor to submit a relevant abstract from a register or other documents according to which the person signing the contract is authorized to act in the Contractor's name.
 34. The Contracting Authority will promptly place on its BIP website (the Public Information Bulletin) information regarding the award of a contract in the field of science, providing the name of the entity with which the Contracting Authority has signed the contract or information about not awarding a contract.

VIII. Personal Data Processing Provisions

1. The Contracting Authority - the Institute of Oceanology of the Polish Academy of Sciences - announces that within the scope in which it collects personal data, due to conducting these public procurement proceedings, awarded under art. 2(1)(1) of the Act of 11 September 2019 on 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 these 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 these 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 object to processing personal data - pursuant to Article 21 of the Regulation,
 - 5) 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 Contracting Authority's fulfillment of the obligation to provide data, pursuant to Article 15 (1) to (3) of the Regulation, involves a disproportionate effort, the Contracting Authority may demand 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 their 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 performs 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.
15. With respect to personal data processed in these proceedings, including personal data processed for the purpose of executing the 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 for participation in the procedure and of non-exclusion,
3. Contract template.

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