



INTAROS

IO/ZO/11/2018

Sopot, October 23rd, 2018

QUOTATION REQUEST NOTICE

for

the service of transmission the measurement data from the measurement platform IAOOS (Ice Atmosphere Arctic Ocean Observing System), owned by the Institute of Oceanology of the Polish Academy of Sciences and installed in the Arctic Ocean region

proceedings of a net value not exceeding the equivalent of 30 000 euro

Name and address of the Contracting Authority

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. Description of the Object of the Contract

1. The object of the contract is **the service of transmission the measurement data from the measurement platform IAOOS (Ice Atmosphere Arctic Ocean Observing System), owned by the Institute of Oceanology of Polish Academy of Sciences and installed in the Arctic Ocean region**
2. CPV code: 72300000-8 Data services, 72318000-7 Data transmission services.
3. The detailed description of the object of the contract: the order includes transferring, receiving, decoding and upload to the Contracting Authority of the measurement data from the IAOOS platform drifting on sea ice in the Arctic Ocean region, that has been built and installed by Sorbonne University and funded by the Horizon 2020 project INTAROS. Raw data received from sensors installed on the IAOOS platform (including data from atmospheric pressure and temperature sensors, microlidar data, SIMBA data and ocean pressure, temperature, salinity and dissolved oxygen data from the ocean profiler) should be converted to engineering units and uploaded to the indicated by the Contracting Authority ftp server in the near-real time. The data described above is provided without any guarantee of any kind. The Contracting Authority will use such data at its own risk.
4. Within the declared quotation price the Contractor will comply with the requirements stipulated above.
5. The contract shall be financed from designated subsidy from Horizon 2020 project INTAROS - Integrated Arctic Observation System, awarded under EU call for Blue Growth.
6. The Contractor ensures that 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 Contract.
7. The Contractor ensures that the Executive Agency for Small and Medium-sized Enterprises (EASME) Agency has the right to make an evaluation of the impact of the action INTAROS concerning to this contract.

II. Contract Performance Deadline and Place of Delivery of the Object of the Contract:

1. Deadline for execution of the contract: data transmission should start from the date of signature of the contract and will last for the period of the platform's operational life (transmitted data after deployment by the Contractor). The expected life of the platform is approximately one (1) year. Considering the

specific conditions of the sea ice region, the Contractor is not responsible of any degradation, dysfunctioning or loss occurring after the IAOOS platform has been installed properly.

2. The place of supply (transmission) of the data: the seat of the Institute of Oceanology of the Polish Academy of Sciences, ul. Powstancow Warszawy 55, 81-712 Sopot.

III. Place, Deadline and Form of Submitting Quotations and Information concerning Proceedings

1. The proceedings is conducted as a Quotation Request Notice .The contract with net value not exceeding the equivalent of 30 000 euro is awarded under art. 4 section 8 of the Act of 29 January 2004 Public Procurement Law (the consolidated text in the Journal of Laws from 2018, item 1986, as amended).
2. If reasonable, the Contracting Authority, may before the deadline for submitting quotations, change the content of the Quotation Request Notice, in particular by providing explanations to Contractors. Every change made by the Contracting Authority shall be notified to the Contractors as soon as possible and promptly placed on the website where the Quotation Inquiry Notice was provided, thus becoming automatically integral part of the Quotation Request Notice. Any and all changes made by the Contracting Authority shall be binding for the Contractor.
3. **A person duly authorized to directly contact the Contractors:** Aleksandra Zariczna: azariczna@iopan.gda.pl. The Contracting Authority allows to communicate in Polish or English.
4. **The Quotation signed by a person authorized to act in the Contractor's name should be submitted not later than on October 31st, 2018, 10:00 am (local 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 – azariczna@iopan.gda.pl- with the following title „The Quotation for the service of transmission the measurement data from the measurement platform IAOOS installed in the Arctic Ocean region - IO/ZO/11/2018”.
5. The Contractor shall prepared quotation accordingly with the requirements laid down in this Quotation Request Notice and accordingly to Schedule No.1 – Quotation form.
6. **The Contracting Authority allows the communication and submitting a quotation and other documents in Polish or English.**
7. The Contracting Authority does not allow partial quotations. The quotation must be complete and must include all the elements and take into account all the conditions listed in this Quotation Request Notice. The quotation which would not include even one element shall be rejected as the quotation which failed to comply with the requirements set in the notice.
8. **The Contractor may submit only one quotation (alone or jointly with another contractor). A contractor who submits or participates in more than one quotation shall cause all quotations involving that contractor to be rejected.**
9. **Along with the quotation, the Contractor shall present a copy of the document confirming the right to representation for the person signing the quotation, if this right does not result from the register available to the public (e.g. KRS).**
10. Any information concerning business secrets of the Contractor in the meaning of the regulations of the Law on counteracting unfair competition shall be marked explicitly with a reservation by the Contractor, together with the factual and legal justification, under the pain of recognising such information as public information. The Contractor shall not reserve as a business secret the name (firm) or address of the Contractor or any information concerning a price, a deadline for performing the Contract, a warranty period or payment terms included in the quotation.
11. The Contractor shall be bound by a quotation for the period of 30 days starting from the deadline for submitting quotations.
12. The quotation submitted after the deadline set in point 4 will not be taken into consideration.
13. The Contractor shall bear all costs associated with the preparation of the quotation.
14. The contractor may introduce changes or withdraw a submitted quotation before the deadline for submitting quotations. A notice of making changes or withdrawing a quotation shall be signed by the Contractor or his authorized representative.
15. If any doubts arise as to the content of a quotation, the Contracting Authority reserves the right to ask questions about the content of the Quotation or require any missing information to be supplemented.
16. The contracting authority shall correct in the text of the quotation:
 - 1) obvious clerical errors,
 - 2) obvious accounting errors, taking into consideration any accounting consequences of any revisions made, and

- 3) other errors that result in a non-conformity of the quotation to the Quotation Request Notice, which do not result in any major changes to the content of the quotation
The Contracting Authority shall notify the Contractor whose quotation has been revised of any remedied errors as soon as possible.
17. Promptly after the selection of the best quotation the Contracting Authority shall inform the Contractors who submitted quotations about the results of this proceedings. The Contracting Authority shall also place the information about the results of the proceedings on its website.
18. The Contracting Authority shall sign the Contract with the Contractor, whose quotation was selected as the best quotation.
19. If the Contractor whose quotation has been selected as the most favourable one fails to execute the public procurement contract, the Contracting Authority may select the most favourable quotation out of other quotations, without their repeated examination or assessment.
20. The Contracting Authority reserves the option to cancel the proceedings without selecting a quotation if:
 - 1) no quotation has been submitted in the proceedings that is not subject to rejection,
 - 2) a price of the most favourable quotation or an quotation with the lowest price exceeds 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 quotation,
 - 3) a major change in the circumstances has occurred which makes the proceedings or the contract against the public interest, which could not have been forecast before;
 - 4) proceedings was faulty to the extent that prevents the execution of the contract.
21. The Contracting Authority shall notify the Contractors who submitted their quotations of cancelling the proceedings with the justification thereof.
22. Before signing the Contract The Contracting Authority may ask 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 unless this entitlement arises from the documents submitted with the quotation.
23. The Contracting Authority shall execute the contract according to the presented conditions specified in this Notice with the contractor whose quotations deemed to be the most favorable one.

IV. Quotation Assessment Criteria

1. When selecting the quotation, the Contracting Authority shall apply the following criterion: price - weight: 100%.
2. The Contracting Authority shall allow submission of quotations in currencies: PLN or EURO.
3. A price for the execution of the whole object of the Contract shall be presented by the Contractor in the Quotation template enclosed as Schedule No. 1 hereto.
4. The price (net value) quoted in the quotation shall include all costs associated with the execution of the contract.

V. Terms and Conditions of Financing the Contract

1. The payment for the execution of the object of the Contract shall be made in two instalments amounting to 50% of the remuneration, pursuant to invoices issued for the Institute of Oceanology of the Polish Academy of Sciences in (a separate invoice for every instalment) following the compliant fulfilment of the object of the contract by signing a protocol of acceptance of the object of the contract by the Contracting Authority without any reservation.
2. The payment will be made within twenty one (21) calendar days from the date of receipt the invoice properly issued by the Contractor.
3. The costs of customs duty and VAT shall be settled and covered by the Contracting Authority if the Contractor is an entity having its registered office outside the territory of Poland and if it is required by relevant tax and customs regulations. If the Contracting Authority incurs tax liability in accordance with the regulations on value added tax, the Contractor shall be entitled only to the net value of the service, to which the Ordering Party shall be obliged to pay tax.
4. The Contracting Authority accepts settlements between the Contracting Authority and the Contractor in PLN or EUR.

VI. 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, 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. Contact data of the Data Protection Officer, tel. +48 (58) 73 11 942, e-mail: iodo@iopan.gda.pl.
4. Personal data collected in this proceedings shall be processed by the personal data controller exclusively for the for the performance of the public procurement proceedings, including to execute a public procurement contract and to fulfil legal obligations that result from the rules of law, including the EU laws.
5. The legal basis of personal data processing by the data controller is article 6 (1) (b) of the Regulation (processing is necessary for the performance of a contract to which the data subject is party), article 6(1)(c) of the Regulation (processing is necessary for compliance with a legal obligation to which the controller is subject), art. 6(1)(e) of the Regulation (processing necessary for the performance of a task carried out in the public interest) and art. 6(1)(f) of the Regulation (processing necessary for the fulfilment of obligations and rights related to the conducted proceedings and an executed contract that are not the direct fulfilment of a legal obligation, the performance of a public task or a contract, which is a justified interest of a data controller).
6. Recipients of personal data shall only be the persons and entities entitled to obtain personal data on the basis of the provisions of law, among others, authorised personnel of the controller, public and tax administration authorities, controlling institutions or entities.
7. Personal data shall be stored by the data controller for the minimum period of 4 of the date of completing the proceedings, however not shorter than for the period necessary to fulfil the legal obligation imposed on the controller, that extends the period of storing
8. Giving personal data for purposes related to the public procurement proceedings is a contractual requirement or a condition for executing a contract (the failure to give data may prevent the execution or performance of a Contract in this proceedings).
9. With respect to personal data processed in this proceedings, including personal data processed for the purpose of executing a public procurement contract, decisions shall not be taken in automated manner.
10. According to the conditions set forth in the regulations on personal data protection, a natural person whose data are processed shall have the right to gain access to one's personal data and the right to rectify and demand that the processing of personal data be restricted (subject to the cases referred to in Article 18(2) of the Regulation), as well as the right to lodge a complaint to the President of the Office for the Protection of Personal Data if he considers that the processing of his personal data by the controller infringes the provisions on the protection of personal data.
11. According to the conditions set forth in the regulations on personal data protection, (in connection with the processing of data for the performance of a public procurement contract and for the fulfilment of a legal obligation), a natural person whose data shall not have the right to have one's data deleted (in connection with Article 17(3) letter (b), (d) and (e) of the Regulation, as well as such a person shall not have the right to transfer personal data or to object to processing personal data (in relation to processing data for the performance of a public procurement contract and to fulfil a legal obligation).

VII. Schedules:

1. Quotation form.

Dyrektor Instytutu



Prof. dr hab. Jan Marcin Węśławski