

IO/ZN/6/2018

Sopot, 30 October 2018

**CONTRACT NOTICE
IN THE AREA OF SCIENCE
for
supporting the DAIMON Project
within the scope related to the issues of sea-dumped chemical and conventional munitions**

Name and address of the Contracting Entity

Instytut Oceanologii Polskiej Akademii Nauk (Institute of Oceanology of the Polish Academy of Sciences)
ul. Powstańców Warszawy 55
81-712 Sopot
Fax (48 58) 551 21 30
Email: office@iopan.gda.pl

I. 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 Object of the Contract

1. The Contract concerns the service of supporting the DAIMON project within the scope related to the issue of sea-dumped chemical and conventional munition for the Institute of Oceanology of the Polish Academy of Sciences (Proceedings No. IO/ZN/6/2018).
2. CPV code: 71241000-9 (Feasibility study, advisory service, analysis), 73210000-7 (Research consultancy services), 79131000-1 (Documentation services), 79111000-5 (Legal advisory services).
3. The Contract is financed within the project entitled 'Decision Aid for Marine Munitions – DAIMON' (Contract No. #R013) implemented within the Interreg Baltic Sea Region programme (hereinafter referred to as 'Project').
4. As a part of the object of the Contract, the Contractor shall provide the support to the partners of the Project in developing the technical and legal issues related to sea-dumped munition, its impact on the environment, and remediation techniques.
5. The object of the Contract shall encompass the fulfilment of 5 tasks by the Contractor:
 - 1) Task No. 1: Creating a detailed list of classes of sea-dumped munition in the Baltic Sea and Skagerrak;
 - 2) Task No. 2: Collaboration with project partners as a consultant in formulating scenarios of the possible impact of sea-dumped munition on the ecosystem and people as well as risk assessment and the participation as a consultant in validating scenarios based on pilot studies of the Project;
 - 3) Task No. 3: Consulting partners in creating a set of risk assessment tools – the selection of suitable methods and biomarkers to estimate the environmental impact of sea-dumped munition;
 - 4) Task No. 4: Preparing the assessment of different munition management strategies;
 - 5) Task No. 5: Creating a legal description of munition management aspects.
6. The detailed description of specific tasks is given in the draft Contract enclosed as Schedule No. 5 hereto.
7. As a part of performing the Contract, the Contractor shall be also obliged:
 - 1) to provide the participation of minimum 1 person in official Project meetings at a site indicated by the Contracting Entity and in workshops indicated by the Contracting Entity for target groups of the Project taking place during Project meetings and implemented in the area of parent states of Project partners, i.e. Finland, Sweden, Norway, Lithuania, and Germany;
 - 2) to attend meetings with the Contracting Entity or a Project partner taking place at the registered office of the Contracting Entity, the registered office of the partner or another location indicated by the Contracting Entity, whenever it becomes necessary due to the performance of the Contract;
 - 3) to participate in drawing up the final report on the implementation of the Project within the scope related to tasks fulfilled by the Contractor (the projected deadline for preparing the report: middle

- March 2019) and, if any reservations are made as a consequence of report control, to take part in introducing any required revisions or remedy of any irregularities found;
- 4) in the event of controls in the course of or upon the end of the Project, to provide the Contracting Entity with any and all information necessary to prepare explanations and to participate in preparing such explanations by deadlines set by the Contracting Entity.
 8. Except for the instances that require the personal attendance of a representative of the Contractor during meetings, the Contracting Entity allows the performance of the object of the Contract at the Contractor's office and contacts with the Contracting Entity and the Project partners by phone as well as by fax and e-mail or by other agreed means of communication.
 9. Any and all works created as a part of performing the Contract shall be transferred by the Contractor to the Contracting Entity in the form of an editable text file or in another form agreed with the Contracting Entity, and upon request of the Contracting Entity also in a hard copy. The Contractor shall bear any costs of transferring such works to the Contracting Entity.
 10. The object of the Contract encompasses the transfer by the Contractor to the Contracting Entity of all copyrights and related rights, including the right to grant permits to the performance of a related copyright to the unlimited in time use and disposal of works created as a result of performing the Contract, both domestically and abroad.

III. Contract Performance Deadline:

1. The Contractor shall commence to perform the Contract immediately upon signing the Contract.
2. The fulfilment of each task shall take place in parallel, regardless of the sequence given in Chapter II(5) of the Notice.
3. Deadlines for fulfilling each task shall be as follows:
 - a) Task No. 1: 31 December 2018;
 - b) Task No. 2: 15 February 2019;
 - c) Task No. 3: 15 February 2019;
 - d) Task No. 4: 31 December 2018;
 - e) Task No. 5: 31 December 2018.
4. The deadline for the performance of the Contract (deadline for completing the performance of the DAIMON Project): 28 February 2019.

IV. Terms and Conditions of Financing the Contract:

1. The Contract shall be financed within the project entitled 'Decision Aid for Marine Munitions – DAIMON' (Contract No. #R013) performed within the Interreg Baltic Sea Region Programme.
2. The payment for the execution of the object of the Contract shall be made in parts, separately for every Task, in equal instalments amounting to 20% of the remuneration, pursuant to invoices issued for the Institute of Oceanology of the Polish Academy of Sciences in Sopot (a separate invoice for every Task), following the compliant fulfilment of the Task, as confirmed by signing the Task take-over certificate (or a take-over certificate for the object of the Contract) by the Contracting Entity without any reservations and the transfer to the Contracting Entity of all works created within a Task.
3. Due amounts shall be paid with a transfer from the bank account of the Contracting Entity to the account of the Contractor by a deadline set in the quotation, after the Contracting Entity signs the Task take-over certificate which the invoice concerns without any reservations. The condition for the payment of the remuneration shall be the transfer to the Contracting Entity of all works which the Contractor was obliged to create within a Task.
4. The costs of VAT and customs shall be accounted for and covered by the Contracting Entity, if the Contracting Entity is obliged to fulfil this liability under applicable rules of law (including according to the laws on value added tax). If the Contracting Entity incurs a tax liability according to laws on value added tax, the Contractor shall be entitled only to the net value of the service for which the Contracting Entity has a tax liability.
5. Any and all settlements between the Contracting Entity and a future Contractor shall be made, depending on the content of the quotation, in PLN or in EURO.
6. Any and all material terms and conditions of the Contract have been included in the Contract template, enclosed as Schedule No. 5 hereto.

V. Terms and Conditions of Participating in the Proceedings

1. A Contractor may apply for being awarded the Contract if he fulfils the conditions for participating in the proceedings.
2. The Contractor who fulfils the conditions concerning the following issues may apply for being awarded the Contract:
 - 1) competences and qualifications required to carry out the specified professional activity, if required under separate regulations – *the Contracting Entity does not detail this condition;*
 - 2) economic and financial standing – *guaranteeing the performance of the Contract;*
 - 3) technical and professional capacities:
 - a) *in the form of:*
 - *due performance, either one-off, regular or continuous, of minimum one support service of a project rendered for a partner or project leader (a leading partner) as a part of a project within international collaboration in the area related to managing sea-dumped chemical or conventional munition, including the fulfilment of tasks within assessing risks related to sea-dumped chemical or conventional munition, in the period of the last three years before the expiration of the deadline for submitting quotations, and if the period of conducting the activity is shorter – in this period,*
 - or*
 - *due performance of minimum one project within international collaboration in the area related to managing sea-dumped chemical or conventional munition as a partner or leader (leading partner) of the project, with his tasks including the assessment of risks related to sea-dumped chemical or conventional munition, in the period of the last three years before the expiration of the deadline for submitting quotations, and if the period of conducting the activity is shorter – in this period;*
 - b) *in the form of having at one's disposal minimum 1 person that fulfils all the following requirements:*
 - *holding minimum 5-years' experience in assessing risks related to sea-dumped chemical or conventional munition,*
 - *having taken part in performing minimum 2 projects within international collaboration in the area related to managing sea-dumped chemical or conventional munition and having conducted within such projects activities involving risk assessment and technical aspects of monitoring sites of sea-dumping chemical and conventional munition, and*
 - *having fluent command of English in speech and writing.*

Note!

A project within international collaboration shall be understood as a project that is characterised by the participation of minimum three entities from different countries, fulfilling shared targets and actions, co-financed with funds of an organised programme.

3. The Contracting Entity shall assess the fulfilment by the Contractors of the conditions of participating in the proceedings set forth in section 2 above according to the declarations and documents mentioned in section 5 below, submitted by the Contractors, with the following criterion: fulfils/does not fulfil.
4. Quotations submitted by Contractors who apply jointly for being awarded the Contract (a consortium, a civil-law partnership under Polish Civil Law) with respect to the conditions of participating in proceedings mentioned in section 2 above and other requirements set forth in the Notice shall be assessed in terms of the joint fulfilment of the requirements of the Contracting Entity by the Contractors acting jointly according to the declarations and documents they submit.
5. In order to confirm the fulfilment of the participation conditions by the Contractor, the Contractor shall submit:
 - a) **a declaration on fulfilling the conditions of participating in the proceedings** prepared according to a template enclosed as Schedule No. 2 hereto;
 - b) **a list of experiences** of the Contractor including projects and services required to fulfil the experience condition mentioned in section 2(3)(a) above performed, either as one-off, regular or continual projects and services, in the period of the last three years before the expiration of the deadline for submitting quotations, and if the period of conducting the activity is shorter – in this period, prepared according to a template enclosed as Schedule No. 3 hereto – including data indicated in section 6 below;
 - c) **the list of persons designated by the Contractor to perform the Contract**, in particular responsible for rendering services together with information about their professional qualifications,

- licenses, experiences, and education necessary to perform the Contract as well as the scope of activities carried out by them and information about the basis for having such persons at his disposal – according to a template enclosed as Schedule No. 4 hereto.
6. The Contractor shall include at least the following information in the list of experiences mentioned in section 5(b) above:
 - a) in the event of experience that involves rendering a service:
 - the indication of an entity for whom the service was rendered (including its role in a project – a leader, a leading partner, a partner),
 - the description of the project (the name of the project, the object of the project, funds used to finance the project, indication of project partners and states of their registered offices),
 - the description of the service (its object and tasks fulfilled within the service),
 - giving a date of completing the service, and
 - a declaration of the Contractor of the due performance of the service;
 - b) in the event of experience that involves fulfilling tasks within a project:
 - indicating a role of the Contractor in the project performance (a leader, a leading partner, a partner),
 - the description of the project (the name of the project, the object of the project, funds used to finance the project, indication of project partners and states of their registered offices),
 - the description of tasks fulfilled within the project,
 - giving a date of completing the project, and
 - a declaration of the Contractor of the due completion of the project.
 7. The due performance of a service shall be understood as the rendition of the service in the proper and careful manner, in accordance with a contract, by a set deadline and in the whole scope.
 8. The due completion of a project shall be understood as the acceptance of the completed project by the fund-awarding institution, including the acceptance of a final report and a declaration of the fund-awarding institution that the project was completed, carried out, and accounted for properly.

VI. Relying on Capacities or Standing of a Third Party, Subcontractor, Joint Application for Award

Relying on Resources or Standing of a Third Party

1. The Contractor may, in order to confirm the fulfilment of conditions for participating in the proceedings, in relevant situations and with respect to a specific Contract or its part, rely on the technical or professional capacities or the financial or economic standing of other entities, regardless of the legal nature of their legal relationships.
2. The Contractor who relies on the capacities or standing of other entities shall prove to the Contracting Entity that while performing the Contract he shall have access to necessary resources of such entities, in particular by submitting an undertaking of such entities to make available to the Contractor any resources necessary to perform the Contract.
3. In order to assess if the Contractor, while relying on the capacities or standing of other entities on terms and conditions set forth in section 1, will have access to necessary resources to the degree that enables him the due performance of a public procurement and to assess if the relationship between the Contractor and such entities guarantees the actual access to their resources, the Contracting Entity shall require documents that determine in particular:
 - 1) the scope of resources of another entity available to the Contractor;
 - 2) the method of using resources of another entity by the Contractor while performing the Contract;
 - 3) the scope and period of participating in the performance of the Contract by another entity;
 - 4) if the entity on whose capacities the Contractor relies with respect to the conditions for participating in the proceedings concerning education, professional qualifications, or experience, will render services such capacities concern.
4. With respect to conditions concerning education, professional qualifications, or experience, the Contractor may rely on capacities of other entities, if such entities render services for which such capacities are required.
5. The Contracting Entity shall assess if the technical or professional capacities made available to the Contractor by such entities or their financial or economic standing enable to prove that the Contractor fulfils the conditions for participating in the proceedings.

6. The Contractor who relies on resources of other entities in order to prove the fulfilment, to the extent to which he relies on their resources, of conditions of participating in the proceedings shall place information about such entities in the declaration mentioned in chapter V(5)(a) of the Notice.
7. If the technical or professional capacities or the economic or financial standing mentioned in section 1 do not confirm the fulfilment of conditions for participating in the proceedings by the Contractor, the Contracting Entity shall require the Contractor by a deadline set by the Contracting Entity:
 - 1) to replace such an entity with another entity or entities, or
 - 2) to undertake to perform the relevant part of the Contract personally, if he proves his technical or professional capacities or the financial or economic standing mentioned in section 1.
8. If a change or withdrawal of a subcontractor concerns an entity on whose resources the Contractor has relied on, on terms and conditions set forth in section 1, in order to prove the fulfilment of conditions for participating in the proceedings, the Contractor shall prove to the Contracting Entity that another proposed subcontractor or the Contractor himself fulfils such conditions to the degree not smaller than the subcontractor on whose resources the Contractor has relied during the procurement proceedings.

Subcontractors

9. The Contractor may commission the performance of a part of the Contract from a subcontractor.
10. The Contractor shall indicate in his quotation a part of the Contract which he intends to commission from subcontractors and to give the names of their firms.
11. Subcontracting a part of the Contract shall not release the Contractor from the liability for the due performance of the Contract.

Joint Applying for Award (a Consortium, a Civil-Law Partnership under Polish Civil Law, etc.)

12. Contractors may apply for the award of the Contract jointly. In this event, such entities shall be jointly and severally liable for the performance of the Contract.
13. Any provisions concerning the Contractor shall apply accordingly to Contractors applying for the award jointly.
14. In the event of Contractors who apply for the award jointly (a consortium, a civil-law partnership):
 - 1) the declarations and documents mentioned in chapter V(5) of the Notice may be submitted jointly on behalf of all entities that submit a joint quotation, and
 - 2) forms shall be submitted on behalf of all entities that submit a joint quotation.
15. Quotations submitted by two or more entities that act jointly shall fulfil the following conditions:
 - a) if a joint quotation is submitted, the Contractors shall authorise an attorney to represent them in the procurement proceedings or to represent them in the proceedings and in the execution of the public procurement contract,
 - b) the quotation shall be signed in such a manner that it is legally binding for all the partners, and
 - c) every Contractor shall submit only one quotation, either alone or as a partner in a consortium (a partner of a civil-law partnership). A Contractor who submits or participates in more than one quotation shall have all the quotations with his participation rejected.
16. If a quotation selected in the proceedings is submitted by two or more Contractors applying jointly in the public procurement proceedings, the Contracting Entity 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 shall not be shorter than the term set forth for the performance of the Contract.

VII. Quotation Assessment Criteria

1. When selecting a quotation, the Contracting Entity shall apply the following criteria:
 - Price (P) – weight: 90 %,
 - Maturity date of remuneration, calculated from the date of receiving a properly issued invoice by the Contracting Entity (D) – weight: 10 %.
2. Points for the price shall be calculated with the following formula:

$$\text{score} = \frac{\text{the lowest price of a quotation}}{\text{-----}} \times 90 \text{ points}$$

price of an assessed quotation

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 Contracting Entity allows the submission of quotations and settlements in the following currencies: **PLN** or **EURO**.
5. A price of a quotation shall be expressed in Polish zlotys or euros including value added tax (VAT).
6. In the event of quotations submitted in a currency other than PLN (i.e. in EUR) as well as if it is necessary to compare quotations submitted in different currencies, the Contracting Entity shall convert a quotation 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 quotation.
7. A price given in the quotation shall include any and all costs related to the rendition of services included in this Contract by the Contractor, including but not limited to the costs of transferring copyrights to works created by the Contractor as a part of performing this Contract.
8. Only one price may be quoted for the offered object of procurement; no price variants shall be allowed.
9. If a quotation has been submitted whose selection would create a tax liability of the Contracting Entity according to laws on value added tax, in order to assess such a quotation the Contracting Entity shall add value added tax to the offered price, which it would be obliged to account for according to such laws. While submitting the quotation, the Contractor shall notify the Contracting Entity if the selection of the quotation will result in the tax liability of the Contracting Entity, by indicating the name (type) of goods or services whose supply or rendition will lead to this liability as well as indicating their value without the tax.

Note! The tax obligation to account for VAT may be incurred by the Contracting Entity for example if it purchases services from the Contractor being a taxpayer without a registered office of his business activity or a permanent enterprise in the territory of the Republic of Poland.

10. A score in the criterion 'maturity date of remuneration calculated from the date of receiving a properly issued invoice by the Contracting Entity' (D) shall be awarded based on the following table:

Maturity date of remuneration	Score awarded
14 days	0 points
21 days	5 points
30 days	10 points

11. The Contractor shall indicate in the Quotation Form (enclosed as Schedule No. 1 hereto) the offered maturity date of remuneration – one of the deadlines accepted by the Contractor (i.e. 14, 21 or 30 days).
12. The scope for the assessed quotation (S) shall be calculated according to the following formula: $S = P + D$.
13. The maximum score that may be obtained by the Contractor in the proceedings: 100 points.
14. A quotation that presents the most favourable balance of quotation assessment criteria shall be recognised as the most favourable quotation submitted in the proceedings.
15. If the most favourable quotation cannot be selected due to the fact that two or more quotations present the same balance of the price and other quotation assessment criteria, the Contracting Entity shall select out of such quotations the quotation with the lowest price, and if quotations with the same prices have been submitted, the Contracting Entity shall request the Contractors who have submitted such quotations to submit additional quotations by a deadline set by the Contracting Entity. While submitting additional quotations, the Contractor shall not offer prices or costs that are higher than offered in the submitted quotations.

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

1. The Contracting Entity shall not allow partial quotations. A quotation shall be complete. If even a single element of a Contract is missing, the quotation shall be rejected.

2. If reasonable, the Contracting Entity may, before the deadline for submitting quotations, change the content of the Contract Notice. Every change made by the Contracting Entity shall be notified to the Contractors as soon as possible, thus becoming automatically an integral part of the Contract Notice. Any and all changes introduced by the Contracting Entity shall be binding for the Contractor.
3. **The Contracting Entity shall authorise Ms Malgorzata Maśnicka to contact the Contractors directly – mmasnicka@iopan.gda.pl.**
4. Contractors shall bear any and all costs due to preparing a quotation.
5. The Contractor may submit only one quotation (either alone or jointly with another Contractor). If the Contractor submits or participates in more than one quotation, all the quotations with the participation of the Contractor shall be rejected.
6. A quotation shall be prepared in Polish or English. The Contracting Entity allows the communication and submitting a quotation in Polish or English.
7. All documents and declarations prepared in foreign languages (other than documents and declarations prepared in English) shall be submitted with a translation into Polish certified by the Contractor.
8. 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.
9. The content of the quotation shall correspond to the content of the Notice.
10. If a template has been provided for declarations and lists as a schedule to the Notice, such documents shall be prepared according to such templates.
11. The Contractor shall submit a quotation according to the requirements set forth in the Notice. No proposals of alternative (variant) solutions shall be taken into account. The Contracting Entity shall not allow any variant quotations.
12. Contractors may apply for an award jointly. In this event such Contractors shall be jointly and severally liable for the performance of this Contract.
13. 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 execution of the public procurement contract.
14. The quotation shall indicate the part of the Contract which the Contractor intends to subcontract.
15. The Contractor shall be bound by a quotation for the period of 30 days starting from the deadline for submitting quotations.
16. A quotation **signed by a person authorised to represent the Contractor** shall be submitted by the deadline of **7 November 2018, 10.00 a.m.:**
 - 1) personally (by post, courier) at the registered office of the Contracting Entity – room 120
 - 2) by fax to (48 58) 551 21 30
 - 3) by e-mail to – mmasnicka@iopan.gda.pl

- with the following title: **‘Quotation for supporting the DAIMON Project within the scope related to the issues of sea-dumped chemical and conventional munitions for the Institute of Oceanology of the Polish Academy of Sciences in Sopot - IO/ZN/6/2018’.**
17. The quotation shall include:
 - 1) a completed **quotation form** – prepared according to the template enclosed as Schedule No. 1 hereto,
 - 2) **documents** mentioned in **chapter V(5) hereof** and prepared according to the templates enclosed as Schedules No. 2-4 hereto,
 - 3) **the power of attorney** for an attorney who acts on behalf of entities that apply for awarding the joint performance of the Contract in the event of a joint quotation (the content of the power of attorney has to determine explicitly the activities which the attorney is authorised to take), and
 - 4) **the undertaking of a third party to make resources available** (in the situation mentioned in chapter VI(2) hereof).
18. The Contractor may introduce changes or withdraw a submitted quotation before a deadline for submitting quotations.
19. A notice of making changes or withdrawing a quotation shall be signed by the Contractor or his authorised representative.
20. No quotation may be changed after the deadline for submitting quotations.
21. If the most favourable quotation cannot be selected because two or more quotations present the same balance of the price and other quotation assessment criteria, the Contracting Entity shall select out of

- such quotations the quotation with the lowest price, and if quotations with the same price have been submitted, the Contracting Entity shall request the Contractors who have submitted such quotations to submit additional quotations by a deadline set by the Contracting Entity. While submitting additional quotations, the Contractor shall not offer prices that are higher than offered in the submitted quotations.
22. If the Contractor has not submitted the declarations or documents mentioned in chapter V(5) of the Notice or any other documents that are necessary to carry out the proceedings, if any declarations or documents are incomplete, contain errors or raise doubts indicated by the Contracting Entity, the Contracting Entity shall request the Contractor to submit, supplement or revise the same or to give explanations by a deadline set by the Contracting Entity, unless despite such submission, supplementation, revision or explanations, the quotation of the Contractor is to be rejected or the proceedings would have to be cancelled.
23. If the Contractor has not submitted the required powers-of-attorney or has submitted defective powers-of-attorney, the Contracting Entity shall request the Contractor to submit the same by a deadline set by the Contracting Entity, unless despite such a submission, the quotation of the Contractor is to be rejected or the proceedings would have to be cancelled.
24. If any doubts arise as to the content of a quotation, the Contracting Entity reserves the right to ask questions about the content of the quotation or require any missing information to be supplemented. No negotiations concerning a submitted quotation between the Contracting Entity and the Contractor shall be allowed.
25. The Contracting Entity shall revise in a quotation:
- a) obvious clerical errors,
 - b) obvious accounting errors, taking into consideration any accounting consequences of any revisions made, and
 - c) other errors that result in a non-conformity of the quotation to the Request for Quotations, which do not result in any major changes to the content of the quotation.
- The Contracting Entity shall notify the Contractor whose quotation has been revised of any remedied errors as soon as possible.
26. If an offered price or its elements appear to be abnormally low compared to the object of the Contract and raise doubts of the Contracting Entity as to the feasibility of executing the object of the Contract according to the requirements set forth by the Contracting Entity or resulting from other regulations, the Contracting Entity shall request the Contractor to submit explanations, including to submit documents concerning the calculation of the price, in particular with respect to:
- a) savings in the method of performing the Contract, selected technical solutions, exceptionally favourable conditions of performing the Contract available to the Contractor, the originality of the Contractor's project, costs of labour that have been adopted to set the price and that cannot be lower than the minimum salary for work or a minimum hourly rate set forth according to the regulations of the Act of 10 October 2002 on minimum salaries (Journal of Laws from 2015, Item 2008 and from 2016, Item 1265);
 - b) public assistance granted under separate regulations;
 - c) the scope resulting from the regulations of labour law and regulations on social security, applicable at the location where the Contract is performed;
 - d) the scope stemming from regulations on the environmental protection; and
 - e) subcontracting a part of the Contract.
27. The Contractor shall be obliged to prove that the quotation does not contain an abnormally low price.
28. The Contracting Entity shall reject the Contractor's quotation if he has failed to give explanations, submitted general explanations that do not allow to assess the occurrence of an abnormally low price or if the assessment of explanations together with submitted evidence proves that the quotation contains an abnormally low price compared to the object of the Contract.
29. The Contracting Entity shall reject a quotation if:
- a) it is contrary to applicable laws;
 - b) its content does not conform to the content of the Notice, subject to section 25 above;
 - c) its submission constitutes an act of unfair competition in the meaning of the regulations on counteracting unfair competition;
 - d) it contains an abnormally low price compared to the object of the Contract;
 - e) it contains errors in the calculation of the price;
 - f) the Contractor has not agreed to the revision of an error mentioned in section 25(c) above within 3 days of being notified thereof;
 - g) its acceptance would pose a hazard to public security or violate major security interests of the state, including the security of entities covered by the uniform list of objects, systems, devices, and

services included in the critical infrastructure mentioned in art. 5b(7) of the Act of 26 April 2007 on crisis management (Journal of Laws from 2018, Item 1401), and such security or interests cannot be guaranteed otherwise;

- h) it is invalid under other regulations; or
 - i) the Contractor fails to prove the fulfilment of conditions for participating in the proceedings.
30. The Contracting Entity shall notify Contractors who have submitted their quotations of selecting the most favourable quotation within these proceedings.
 31. The Contracting Entity shall execute a Contract according to the presented template with the Contractor whose quotation is deemed to be the most favourable one.
 32. If a quotation selected in the proceedings is submitted by two or more Contractors applying jointly in the public procurement proceedings, the Contracting Entity 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.
 33. If the Contractor whose quotation has been selected as the most favourable one fails to execute the public procurement contract, the Contracting Entity may select the most favourable quotation out of other quotations, without their repeated examination or assessment.
 34. The Contracting Entity reserves the option to cancel the proceedings without selecting a quotation if:
 - a) no quotation has been submitted in the proceedings that is not subject to rejection,
 - b) a price of the most favourable quotation is above the amount which the Contracting Entity intends to allocate to finance the Contract, unless the Contracting Entity may increase this amount to the price of the most favourable quotation,
 - c) in the instance mentioned in section 21 above, additional quotations 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.
 35. The Contracting Entity shall notify the Contractors who have submitted their quotations of cancelling the proceedings with the justification thereof.
 36. The Contracting Entity, having signed the Contract, shall immediately place on its BIP website information on awarding the Contract, giving the name or first name and surname of the person with whom it has executed the Contract or information on no contract awarded.

IX. Personal Data Processing Provisions

1. The Contracting Entity – 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, 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' or 'Regulation').
2. Contact data of the personal data controller: tel. (+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 due to the execution of this Contract shall be processed by the data controller exclusively 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 art. 6(1)(b) of the Regulation (within data processing for the purpose of performing a public procurement contract), art. 6(1)(c) of the Regulation (processing necessary for compliance with a legal obligation), 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 may include persons or entities to whom the documentation of proceedings will be made accessible, including but not limited to public administration authorities, fiscal administration authorities, and third parties.

7. Personal data shall be processed on behalf of the data controller by authorised personnel.
8. Personal data shall be stored by the data controller for the minimum period of 4 years of the date of completing the proceedings, however not shorter than for the period necessary to fulfil the legal obligation by the data controller that extends the period of storing.
9. Giving personal data for purposes related to the public procurement proceedings is a statutory requirement: the consequences of the failure to provide such data result from the Act on public procurement law. Otherwise, giving personal data may be 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 these proceedings).
10. With respect to personal data processed in these proceedings, including personal data processed for the purpose of executing a public procurement contract, decisions shall not be taken in an automated manner.
11. 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 revise or demand the limitation of processing one's personal data (subject to instances mentioned in art. 18(2) of the Regulation) as well as the right to file a complaint to a supervisory authority, if the person finds the processing of one's personal data by the controller to violate regulations on personal data protection.
12. According to the conditions set forth in the regulations on personal data protection, a natural person whose data are processed shall not have the right to have one's data deleted (in relation to art. 17(3)(b), (d), (e) of the Regulation). Moreover, 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).

X. Schedules:

1. Quotation Form
2. Declaration on fulfilling conditions for participating in the proceedings
3. List of Contractor's declarations
4. List of persons delegated to perform the Contract
5. Draft Contract

Dyrektor Instytutu


Prof. dr hab. Jan Marcin Węśławski