

Gdańsk, 1 August 2025

NOTICE OF A CONTRACT IN THE FIELD OF SCIENCE (ZN/01/08/2025)

for

the supply of equipment for measuring the speed and amplitude of echoes in a laboratory configuration for the purposes of the LIFE for Dunes PL project entitled “Southern Baltic coastal biodiversity – dune habitat restoration and development of good management practices” (Project No. 101147278 – LIFE23-

NAT-PL-LIFE for Dunes PL) financed by the European Union under the LIFE Program and co-financed by the National Fund for Environmental Protection and Water Management in the form of a grant for a project implemented under the priority program co-financing the LIFE Program.

Name and address of the Contracting Authority

Institute of Hydro-Engineering of the Polish Academy of Sciences (IBW PAN)
ul. Kościerska 7
80-328 Gdańsk
Email: sekr@ibwpan.gda.pl

I. Legal basis

The contract is awarded pursuant to Article 11(5)(1) of the Act of 11 September 2019 – Public Procurement Law (Journal of Laws of 2024, item 1320, as amended).

II. Description of the subject of the contract

1. Subject: Instrument for velocity and echo amplitude profile measurements in a laboratory setup.

CPV CODE: 38296000-6

- Sampling range: 0.005 to 4 m
- Number of cells: 2 to 200
- Cell size: 1.0 to 5 mm
- Sampling rates: minimum 10 Hz
- Measurement modus: monostatic
- Number of transducer connectors: min of 4 channels and up to 8 different configurations (used sequentially during recording)
- Frequency range: at least in range 0.025 to 3.6 MHz
- Beam width: 2° to 5° half angle
- Number of transducers: 4, where 2 with central frequency of 1 MHz another 2 with frequency of 3 MHz
- Communication: Wi-Fi or Ethernet
- Internal data logger: required

- File format: binary data file or ASCII CSV

2. The Contractor shall provide documentation and user manual in Polish or English.
3. The Contractor is obliged to deliver brand-new equipment, free from any defects or damage, unused, and not subject to third-party rights. The Contracting Authority does not accept equipment from exhibitions.
4. The Contractor shall provide a minimum 24-month warranty for the subject of the contract, counted from the date of signing the acceptance protocol without reservations.
5. The Contracting Authority specifies only the minimum required parameters. Contractors may offer equipment with the same or better specifications. If the description includes any trademarks, patents, exclusive rights, or origin references, they are to be understood as indicative, and equivalent offers are accepted as long as they are not inferior in terms of visual, functional, and performance characteristics.
6. The offered product must be commercially available and in current use.
7. The Contracting Authority has listed key equipment components; omission of other elements means the Contractor must supply components forming a functional whole. Regardless of the listed elements, a fully operational device must be offered.
8. As part of the offer price, the Contractor is obliged to deliver the product to:
Instytut Budownictwa Wodnego PAN, ul. Kościarska 7, 80-328 Gdańsk.

III. Order completion date

1. Order completion date (delivery): no later than 12 weeks from the date of signing the contract/accepting the order.

IV. Conditions for participation in the procedure

1. Contractors who meet the following conditions may apply for the contract:
 - 1) having the capacity to engage in economic activity – the Ordering Party does not specify this condition;
 - 2) having the right to conduct specific economic or professional activities, if required by separate regulations – the Ordering Party does not specify this condition;
 - 3) having an economic and financial situation – ensuring the performance of the order;
 - 4) having technical or professional capacity – the Ordering Party does not specify this condition;

Note!

If payment for the delivery was made in a currency other than the Polish zloty, the value of the contract should be converted into Polish zlotys at the average exchange rate of the currency announced by the National Bank of Poland on the date of expiry of the deadline for submission of tenders (August 8, 2025).

V. Terms of financing the contract and essential terms of the contract

1. The contract is financed under: the LIFE for Dunes PL project entitled “Southern Baltic coastal biodiversity – dune habitat restoration and development of good management practices” (Project No. 101147278 – LIFE23-NAT-PL-LIFE for Dunes PL) financed by the European Union under the LIFE Program and co-financed by the National Fund for Environmental Protection and Water Management in the form of a grant for a project implemented under the priority program co-financing the LIFE Program..
2. Payment for the delivered subject of the contract will be made on the basis of an invoice delivered to the Institute of Hydro-Engineering of the Polish Academy of Sciences, after the Ordering Party has signed the acceptance protocol for the subject of the contract without reservations.
3. The Contractor's receivables shall be settled by bank transfer from the Ordering Party's account to the Contractor's account indicated on the invoice within 7 days from the date of acceptance of the subject of the contract without reservations and after receipt of a correctly issued invoice from the Contractor.
4. Customs duties and VAT shall be settled and covered by the Ordering Party if the Ordering Party is obliged to do so in accordance with the provisions on goods and services tax. If the Ordering Party incurs a tax liability in accordance with the provisions on goods and services tax, the Contractor shall only be entitled to the net value of the goods for which the Ordering Party is liable for tax.
5. All settlements between the Ordering Party and the future Contractor shall be made in accordance with the Contractor's offer, in PLN or EUR.
6. All terms and conditions of the contract relevant to the Ordering Party are included in the Draft Contract constituting Appendix 2 to this Announcement.
7. The Ordering Party shall conclude a contract in accordance with the presented template with the Contractor whose offer is deemed the most advantageous.

VI. Criteria for evaluating bids

1. When selecting a bid, the Contracting Authority will be guided by the following criterion:

Bid price (gross) – weight: 100%.

2. Points in the “Offer price” criterion will be calculated according to the following formula:

$$\text{number of points} = \frac{\text{lowest offer price}}{\text{price of the offer under consideration}} \times 100 \text{ points}$$

3. The offer price is the gross price for the performance of the entire subject of the contract.
4. The Contractor is required to indicate the offer price in the Offer Form (constituting Appendix 1 to the Announcement).
5. The bid price should include all costs related to the performance of the contract, including in particular the cost of the subject of the contract (including documentation), packaging costs, transport to the destination and insurance during delivery to the destination, as well as warranty and warranty service costs.
6. If an offer is submitted whose selection would result in a tax liability for the Ordering Party in accordance with the provisions on tax on goods and services, the Ordering Party shall, for the purpose of evaluating such an offer, add to the price presented therein the tax on goods and services which it would be obliged to settle in accordance with those provisions. When submitting a bid, the Contractor shall be obliged to inform the Ordering Party that the selection of its bid will result in a tax obligation for the Ordering Party, indicating the names (type) of goods or services whose delivery or provision will result in a tax obligation, their value excluding tax, and the goods and services tax rate which, in accordance with Contractor's knowledge will apply.
7. In the case of Contractors whose registered office and place of business are located outside the territory of the Republic of Poland, VAT costs shall be settled and covered by the Ordering Party. In such a case, the Contractor shall only specify the net value in the offer. For the purpose of comparing offers, the Ordering Party shall add to the net price specified therein the tax on goods and services, which it shall be obliged to settle in accordance with the provisions on tax on goods and services.
8. If the Contractor applies a price discount in its offer, it must include it in the price.
9. There can only be one price for the subject of the contract. Price variants are not allowed.
10. The Ordering Party allows offers to be submitted in PLN or EUR.
11. The maximum number of points that the Contractor can obtain in the procedure is 100 points.
12. Points will be calculated to two decimal places.
13. The bid offering the most favorable price will be considered the most favorable bid submitted in the procedure.
14. The Contracting Authority will select the most favorable bid based on the bid evaluation criteria specified in the Announcement.

VII. Place, deadline, and form of submitting bids, as well as conditions for conducting the procedure

1. The bid, signed by a person authorized to represent the Contractor, must be submitted by August 8, 2025, at 10:00 a.m. by email to the following addresses: dzialzamowien@ibwpan.gda.pl and krzysztof.pilczynski@ibwpan.gda.pl

2. with the title “Bid for the supply of a device for measuring the speed and amplitude of echoes in a laboratory configuration.”

3. The Contractor's bid should include:

1) Bid form – prepared in accordance with the template constituting Appendix 1 to the Announcement;

4. The Contractor is required to indicate in the Offer Form the manufacturer, model, and catalog number of the offered product range, as well as the warranty period for the subject of the order.

5. Offers submitted after the deadline specified in section 1 will not be considered.

6. Contractors shall bear all costs related to the preparation of the offer.

7. Information constituting the Contractor's trade secret, within the meaning of the provisions of the Act on Combating Unfair Competition, should be clearly marked as such by the Contractor, together with a factual and legal justification, under pain of being considered public information. Failure to properly mark trade secrets or attach factual and legal justification may result in the disclosure of information. The Contractor may not reserve as trade secrets the name (company name) and address of the Contractor, as well as information regarding the price, date of performance of the contract, warranty period, and payment terms contained in the offer.

8. The Contracting Authority does not allow partial submission of tenders. The tender must be complete and include all elements specified in Chapter II of the Notice. Failure to include even one element of the contract will result in the rejection of the tender.

9. In justified cases, the Contracting Authority may, before the deadline for submission of offers, change the content of the Announcement, provided that this does not lead to a change in the nature of the contract. Any change made by the Contracting Authority shall be immediately posted on the Contracting Authority's website and shall automatically become an integral part of the Announcement. All changes made by the Contracting Authority shall be binding on the Contractor. The Contracting Authority shall extend the deadline for submitting bids by the time necessary to make changes to the bids, if this is necessary due to the scope of the changes made. The Contracting Authority authorizes the following persons to contact the Contractors directly:

1) Mr. Krzysztof Pilczyński – krzysztof.pilczynski@ibwpan.gda.pl and, in his absence,

2) Ms. Małgorzata Bielecka – malgorzatabielecka@ibwpan.gda.pl

10. The Contractor shall be bound by the offer for a period of 30 days, which shall commence upon the expiry of the deadline for submission of offers, i.e. until September 7, 2025.

11. The Contractor may submit only one offer (alone or jointly with another Contractor). A Contractor who submits or participates in more than one offer will result in all offers involving that Contractor being rejected.

12. The bid should be prepared in Polish or English. The Contracting Authority allows communication and submission of bids in Polish or English.

13. All documents and statements in foreign languages (other than English) must be submitted together with a translation into Polish, certified by the Contractor.

14. The content of the offer must correspond to the content of the Announcement. The Contracting Authority will reject the offer if its content is inconsistent with the content of the Announcement, subject to paragraph 23 below.

15. The Contractor shall submit the offer in accordance with the requirements specified in the Announcement. Proposals for alternative (variant) solutions will not be considered. The Contracting Authority does not allow the submission of variant offers.

16. Contractors may jointly apply for the contract. In such a case, these Contractors shall be jointly and severally liable for the performance of this contract.

17. In the case of a joint bid, the Contractors shall appoint a representative to represent them in the procurement procedure or to represent them in the procedure and conclude the public procurement contract. Contractors are required to attach to their bid a power of attorney granted to the representative acting on behalf of the entities applying for joint performance of the contract.

18. The bid shall indicate the part of the contract that the Contractor intends to subcontract and provide the names of any subcontractors, if already known. Subcontracting part of the contract shall not release the Contractor from its responsibility for the proper performance of the contract.

19. The Contractor may amend or withdraw the submitted bid before the deadline for submission of bids. The notification of amendment or withdrawal of the bid must be signed by the Contractor or an authorized representative of the Contractor. No bid may be amended after the deadline for submission of bids.

20. In the case of bids submitted in a currency other than PLN (e.g., EUR), as well as the need to compare bids submitted in different currencies, the Ordering Party shall convert the bid price into PLN according to the average exchange rate of the given currency announced by the National Bank of Poland on the date of opening the bids (August 8, 2025).

21. If it is not possible to select the most advantageous bid in the proceedings due to the fact that bids with the same price have been submitted, the Contracting Authority shall request the Contractors who submitted these bids to submit additional bids containing a new price within the time limit specified by the Contracting Authority. When submitting additional bids, Contractors may not offer prices higher than those offered in the bids already submitted.

22. In case of doubts as to the content of the bid or deficiencies in the bid, the Contracting Authority reserves the right to ask questions regarding the content of the bid and to request that the deficiencies be remedied. Negotiations between the Contracting Authority and the Contractor regarding the submitted bid are not permitted.

23. The Ordering Party provides for the possibility of correcting the following in the bid:

- a) obvious clerical errors,
- b) obvious calculation errors, taking into account the accounting consequences of the corrections made,
- c) other errors consisting in the non-compliance of the bid with the Announcement, which do not result in significant changes to the content of the bid.

The Contracting Authority shall immediately notify the Contractor whose bid has been corrected of the correction of errors. The Contracting Authority shall reject the bid if the Contractor has questioned the

correction of the error referred to in point c) above within the specified time limit. Failure to respond within the specified time limit shall be deemed to constitute consent to the correction of the error.

24. The Contracting Authority shall exclude the Contractor from the proceedings if circumstances referred to in Article 7(1) of the Act of April 13, 2022 on special measures to counteract support for aggression against Ukraine and to protect national security are found to exist (i.e. Journal of Laws of 2024, item 507). The Contracting Authority shall reject the tender of a Contractor excluded from the proceedings.

25. The Contracting Authority shall reject a tender if:

- a) it was submitted after the deadline for submission of tenders;
- b) it was submitted by a Contractor:
 - ☐ who does not meet the conditions for participation in the proceedings, or
 - ☐ who has been excluded from the proceedings, or
 - ☐ who has not submitted, within the prescribed time limit, the missing statements or documents provided for in this Announcement
- c) it is inconsistent with generally applicable law;
- d) it is invalid under separate regulations;
- e) its content is inconsistent with the content of the Announcement, subject to paragraph 23;
- f) has not been drawn up or submitted in accordance with Chapter VII, paragraph 1 of the Announcement;
- g) has been submitted under conditions of unfair competition within the meaning of the Act of April 16, 1993 on Combating Unfair Competition;
- h) contains a grossly low price in relation to the subject of the contract;
- i) contains errors in the calculation of the price;
- j) the Contractor has, within the prescribed time limit, challenged the correction of the error referred to in Chapter VII, paragraph 23(c) of the Notice.

26. Immediately after selecting the most advantageous bid, the Contracting Authority shall inform the Contractors who submitted bids of the outcome of the procedure. The Contracting Authority shall also publish this information on its website.

27. The Contracting Authority reserves the right to cancel the procedure without selecting a bid if:

- a) no bids were submitted;
- b) all bids submitted were rejected;
- c) the price of the most advantageous bid exceeds the amount that the Contracting Authority intends to allocate to finance the contract, unless the Contracting Authority can increase this amount to the price of the most advantageous bid;

d) in the case referred to in paragraph 21 above, additional bids with the same price have been submitted;

e) there has been a significant change in circumstances which means that the conduct of the procedure or the performance of the contract is not in the public interest, which could not have been foreseen earlier;

f) the procedure is affected by an irremediable defect which prevents the conclusion of the contract.

28. The Contracting Authority shall inform the Contractors who submitted bids about the cancellation of the procedure, stating the reason for the cancellation.

29. A contract shall be concluded with the Contractor whose bid is selected as the most advantageous, on the terms specified in Appendix 3 to the Announcement – Draft Contract.

30. If the bid selected in the procedure was submitted by two or more Contractors jointly applying for the public contract, the Contracting Authority may request an agreement regulating the cooperation between these entities before signing the public contract. The term for which the Contractors' agreement was concluded may not be shorter than the term specified for the performance of the contract.

31. If the Contractor whose bid has been selected as the most advantageous refuses to conclude a public procurement contract, the Contracting Authority may re-examine and re-evaluate the bids of the remaining contractors in the procedure and select the most advantageous bid or cancel the procedure.

32. Before signing the contract, the Contracting Authority may request the Contractor to provide a copy of a document confirming the authority to represent the person signing the contract, unless this authority is evident from the documents submitted with the bid.

33. The contracting authority shall immediately publish on its Public Procurement Bulletin website information about the award of a contract in the field of science, specifying the name (company name) or first and last name of the entity with which it has concluded a contract for the performance of the contract, or information about the non-award of the contract.

VIII. Provisions regarding the processing of personal data

1. The Contracting Authority - the Institute of Hydro-Engineering of the Polish Academy of Sciences - hereby informs that, to the extent that it obtains personal data in connection with the conduct of this public procurement procedure, conducted pursuant to Article 11(5)(1) of the Act of September 11, 2019 Public Procurement Law, including in connection with the conclusion of a public procurement contract, is the controller of personal data within the meaning of the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council (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 (the “General Data Protection Regulation,” hereinafter referred to as the “Regulation”).

2. Contact details of the personal data controller: ul. Kościarska 7, 80-328 Gdańsk, Poland, tel.: (+48 58) 522 29 47, fax: (+48 58) 551 21 30, e-mail: sekr@ibwpan.gda.pl.

3. For matters related to data processing, please contact the Data Protection Officer: e-mail: iod@ibwpan.gda.pl.

4. The controller collects and processes data within the framework of this public procurement procedure for the following purposes:

- 1) for the purpose of conducting the public procurement procedure - Article 6(1)(c) of the Regulation,
- 2) for the purpose of performing the public procurement contract - pursuant to Article 6(1)(b) of the Regulation,
- 3) to fulfill the legal obligations incumbent on the administrator - pursuant to Article 6(1)(c) of the Regulation,
- 4) to pursue claims or defend against claims - pursuant to Article 6(1)(f) of the Regulation (legitimate interest of the administrator).

5. The recipients of personal data may be authorized persons or entities to whom the documentation of the proceedings will be made available, including, among others, tax administration authorities, public administration authorities, financing entities, controlling authorities or entities, and third parties.

6. Personal data will be processed on behalf of the data controller by authorized employees who have written authorization to process data.

7. Personal data will be stored by the data controller for a period of 4 years from the date of completion of the public procurement procedure, unless the objectives referred to in paragraph 4 require a longer processing period.

8. The obligation to provide personal data is a condition for conducting the procedure, concluding the contract, and performing the contract. Failure to provide data will result in the inability to conduct the procedure, conclude the contract, and perform the contract.

9. The person whose data is being processed has the following rights:

- 1) the right to access their personal data, referred to in Article 15 of the Regulation,
- 2) the right to rectify or supplement data (taking into account the purposes of processing), referred to in Article 16 of the Regulation,
- 3) the right to restrict the processing of personal data referred to in Article 18 of the Regulation, subject to the cases referred to in Article 18(2) of the Regulation,
- 4) the right to object referred to in Article 21 of the Regulation,
- 5) the right to lodge a complaint with the President of the Personal Data Protection Office if the person whose data is being processed considers that the processing of their personal data violates the provisions of the Regulation.

10. In the event that the performance by the Ordering Party of the obligation to provide access to data referred to in Article 15(1)-(3) of the Regulation would require a disproportionate effort, the Ordering Party may request the data subject to provide additional information to clarify the request. 1-3 of the Regulation would require a disproportionate effort, the Ordering Party may request the data subject to provide additional information to clarify the request, in particular the name or date of the ongoing or completed procurement procedure.

11. The exercise by the data subject of the right to rectify or supplement personal data referred to in Article 16 of the Regulation shall not result in a change in the outcome of the public procurement procedure or in a change in the provisions of the contract to the extent that it is contrary to the law, and shall not affect the integrity of the documentation of the procedure, in particular the tender.

12. A request by the data subject to restrict the processing of data referred to in Article 18 of the Regulation shall not restrict the processing of personal data until the public procurement procedure has been completed.

13. From the date of completion of the procurement procedure, if the request to restrict the processing of data referred to in Article 18(1) of the Regulation results in the restriction of the processing of personal data contained in the documentation of the procedure, the Contracting Authority shall not disclose such data, unless the conditions referred to in Article 18(2) of the Regulation are met.

14. The person whose data is being processed does not have the following rights:

- 1) the right to erasure of personal data referred to in Article 17 of the Regulation,
- 2) the right to data portability referred to in Article 20 of the Regulation.

15. With regard to personal data processed in public procurement proceedings, decisions shall not be made in an automated manner, pursuant to Article 22 of the Regulation.

16. The contracting authority shall process personal data collected in public procurement proceedings in a manner that guarantees protection against their unlawful dissemination.

17. Personal data collected and processed in the course of public procurement procedures shall be public, with the exception of special categories of personal data referred to in Article 9 of the Regulation. The restrictions on the principle of public access referred to in Article 18(3)-(6) of the Public Procurement Law shall apply accordingly to such data.