 

**INVITATION TO TENDER FOR SUPPLY OF AUTONOMOUS PASSIVE ACOUSTIC RECORDER (APAR), A PISTONPHONE AND ONSITE TRAINING**

**Reference number: INTERREG SOUNDSCAPE 1/2019**

**13th September 2019**

**Short description of the subject of procurement:** AUTONOMOUS PASSIVE ACOUSTIC RECORDER (APAR) WITH A PISTONPHONE AND ONSITE TRAINING, a tool for underwater noise monitoring

Type of contract:

**Supply Contract**

**Total estimated contract value is 250.000,00 HRK (33.000,00 EUR) without value added tax.**

Contracting Authority:

**Plavi svijet Institut za istraživanje i zaštitu mora/ Blue World Institute of Marine Research and Conservation**

**Address:** Kaštel 24, 51551 Veli Lošinj, Croatia

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**1. PURPOSE OF THE PUBLIC PROCUREMENT**

The purpose of the public procurement is the acquisition of two autonomous passive recording systems, a single pistonphone to be used as a recording system calibration tool and onsite training on the equipment use. This system is needed for the assessment of underwater noise in the Northern Adriatic Sea, as part of the Work Package 3 “Soundscape assessment”, Activity 3.2 “Setting up of the monitoring network of underwater noise measurements” which includes purchasing of the equipment for monitoring underwater noise.

Currently, there are very limited data on underwater noise in the Northern Adriatic Sea and our knowledge on noise pollution and its impact on biodiversity is inadequate. SOUNDSCAPE aims to fill this knowledge gap by implementing a substantial technological upgrade in noise measurements and modelling and inform Maritime Spatial Planning initiatives in the region.

**Short description of the tender rules and the regulatory references used within the project:**

The project SOUNDSCAPES IN THE NORTH ADRIATIC SEA AND THEIR IMPACT ON MARINE BIOLOGICAL RESOURCES (acronym: SOUNDSCAPE) is financed under the European Union CBC Programme Interreg Italy-Croatia (priority axis 3).

Project ID: 10043643

Project objective: The overall objective of the project is to assess the impact of underwater environmental noise on the marine fauna and in general on the ecosystem of the North Adriatic Sea and to create a cross-border monitoring network supported by technical, scientific and institutional cooperation in order to ensure an efficient protection of marine biodiversity and to develop a sustainable use of marine and coastal ecosystems and resources.

Procurement of “AUTONOMOUS PASSIVE ACOUSTIC RECORDER (APAR), A PISTONPHONE AND ONSITE TRAINING”

Beneficiary: Plavi svijet Institut za istraživanje i zaštitu mora/ Blue World Institute of Marine Research and Conservation

Tender documentation is in accordance with Public procurement guidelines (SMJERNICE O JAVNOJ NABAVI) within framework of European Territorial Cooperation Programme 2014-2020, and in line with “Pravila o provedbi postupaka nabava za neobveznike Zakona o javnoj nabavi” (pravilo br. 05, verzija 4.0, od svibnja 2018.), provided by the Croatian Ministry of Regional Development and EU funds. The aforementioned guidelines indicate that the procurement procedures for supplies of goods with estimated value above 150.000,00 HRK (excluding VAT) procurement will be executed following the manner of open call announced at the web site [www.strukturnifondovi.hr](http://www.strukturnifondovi.hr) and at Blue World Institute of Marine Research and Conservation (BWI) web site <https://www.blue-world.org/about-us/tenders/>. BWI shall ensure that prices for similar goods, services or works have been compared and the selection procedure is transparent, as well as the appropriate audit trail being followed. BWI will respect procedure available in the BWI’s non-purchasing subject procurement guidelines. It will ensure respect for the fundamental principles of public procurement such as the principle of ensuring competition among tenderers, transparency, equal treatment of tenderers, proportionality, and economical and efficient use of the budget and European funds.

The public procurement will be fully implemented with the acquisition of two (2) AUTONOMOUS PASSIVE ACOUSTIC RECORDERS (APAR) and one (1) PISTONPHONE, and one (1) ONSITE TRAINING that will be used for the implementation of the continuous monitoring of underwater noise in the North Adriatic Sea.

**2. SUBJECT OF PROCUREMENT**

The subject of procurement is supply, delivery and warranty for quality of a sold thing by the Supplier of the following goods.

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Item name** | **Quantities** |
| 1 | AUTONOMOUS PASSIVE ACOUSTIC RECORDER for underwater noise monitoring | 2 |
| 2 | PISTONPHONE for system calibration | 1 |
| 3 | ONSITE TRAINING on the equipment use | 1 |

The goods must be delivered as specified in the section 4 of this document, Annex II of tender documentation - DETAILED TECHNICAL SPECIFICATIONS and the Incoterm applicable shall be DDP (Delivered Duty Paid) – <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-rules-2010/>.

**3. TENDER CONTENT:**

The content of tender includes:

- BID SHEET - ANNEX I OF TENDER DOCUMENTATION;

- DETAILED TECHNICAL SPECIFICATIONS - ANNEX II OF TENDER DOCUMENTATION;

- COST SPECIFICATION SHEET – ANNEX III OF TENDER DOCUMENTATION

- TENDERERS DECLARATION - ANNEX IV OF TENDER DOCUMENTATION;

- DRAFT OF SUPPLY CONTRACT, WHICH MUST BE INITIALLED ON EACH PAGE;

**4. DETAILED TECHNICAL SPECIFICATIONS**

Detailed Technical Specifications includes (a) minimum technical requirements for the offered supplies and, (b) value-added technical requirements, and are not to be changed by tenderer.

**SOUNDSCAPE AUTONOMOUS PASSIVE ACOUSTIC RECORDER (APAR) AND A PISTONPHONE – DETAILED TECHNICAL SPECIFICATIONS**

1. **Mandatory or minimum technical requirements:**

|  |  |
| --- | --- |
| **Ref** | **Technical requirement** |
| **A** | **Recording file format:**  Waveform Audio File Format (.wav) |
| **B** | **Sensitivity:**  -165 to -185 dB re 1 V/μPa |
| **C** | **Dynamic range:**  Minimum 16 bit |
| **D** | **Frequency response:**  10 Hz – 10 kHz flat within ±2 dB, 10 Hz – 20kHz flat within ±3 dB |
| **E** | **Directionality:** Omnidirectional to within +/- 1 dB up to 20 kHz horizontal, and to within +/- 2 dB in vertical |
| **F** | **Sampling rate:**  Minimum 44 kHz in the overall dynamic range |
| **G** | **Data storage:**  Minimum 512 GB (SD cards or SSD) |
| **H** | **System self-noise:**  Better than 58 dB re 1 μPa2/Hz at 63 Hz;  Better than 53 dB re 1 μPa2/Hz at 125 Hz |
| **J** | **Battery life:**  Alkaline: not less than 25 days  Lithium: not less than 75 days  Continuous recording 16 bit resolution, 24 kHz sampling |
| **K** | **Calibration**: The system has to be fully calibrated (hydrophone sensitivity and directivity, gain and self-noise) and the calibration documented for each instrument (no generic data) |
| **L** | **Programmable or switchable Input gain:**  **Yes** (has to enable various sensitivities within range required) |
| **M** | **Power up/down without opening of housing:**  Yes |
| **N** | **Start/stop recording without opening of housing:**  Yes |
| **P** | **Maximum operating depth:**  500 m |
| **Q** | **Temperature range:**  -5°C to +40°C |
| **R** | **Communication interface for control and setting up of system parameters:**  Yes |
| **S** | **Mooring frame:** Frame to enable attachment of deployment equipment (flotations, acoustic releasers, moorings etc.) to the instrument |
| **T** | **Hydrophone protection:** Mechanical protection of hydrophone against physical damage (e.g. cage) |
| **U** | **Possibility of start stop recording (duty cycling, on/off scheduling):**  Yes |
| **V** | **Dimensions (with mooring frame and batteries):**  Diameter no more than 220 mm  Length no more than 1100 mm  Weight in water no more than 20 kg |
| **W** | **Possibility to use both alkaline and lithium batteries:**  Yes |
| **AB** | **Warranty**  Minimum 1 year |
| **AC** | **Pistonphone:**  with coupler for the hydrophone delivered |

1. **Value-added technical requirements:**

|  |  |  |
| --- | --- | --- |
| **Ref** | **Additional technical requirement** | **Weighting points** |
| C1 | Dynamic range 16 and 24 bit | Maximum added points: 3 points If 16 bit= 0 points (16 bit is mandatory according to the Mandatory or minimum technical requirements, point C - Dynamic range)  If 24 bit or more = 3 points |
| F1 | Additional sampling rate | Maximum added points: 3 points  If 44 kHz= 0 points (44 kHz is mandatory according to the Mandatory or minimum technical requirements, point F – sampling rate)  If additional sampling rate to the one of 44 kHz is offered = 3 points |
| G1 | Additional data storage | Maximum added points: 3 points  If 512 GB= 0 points (512 GB is mandatory according to the Mandatory or minimum technical requirements, point G-data storage)  If 1 TB or more = 3 points |
| J1 | Increased battery life (alkaline) | Maximum added points: 3 points  If equal to 25 days = 0 points (25 days is mandatory according to the Mandatory or minimum technical requirements, point J-battery life, alkaline) If equal to 30 days or more = 3 points |
| DD | Increased battery life (lithium) | Maximum added points: 3 points  If equal to 75 days = 0 points (75 days is mandatory according to the Mandatory or minimum technical requirements, point J-battery life, lithium) If equal to 90 or more = 3 points |

**4.1 PLACE OF DELIVERY OF SUPPLY GOODS**

Place of delivery: Plavi svijet Institut za istraživanje i zaštitu mora/ Blue World Institute of Marine Research and Conservation

Adresa/ Address: Kaštel 24, 51551 Veli Lošinj, Croatia

The Incoterm applicable shall be DDP.

**4.2 DELIVERY DEADLINE OF SUPPLY GOODS**

Delivery deadline of the equipment is **8 weeks** after the signature of the Contract.

Onsite installation of the equipment (assembling, installing, checking its full functionality, calibrating and training of Contractor) within **10 weeks** after the signature of the Contract.

**4.3 TRAINING ON THE USE OF EQUIPMENT**

Tenderer should include the costs of on-site training on the use of the equipment within the offer as a part of Annex III of the tender documentation (COST SPECIFICATION SHEET). Training for 4 employees of the Contractor has to take place within 10 weeks of the signature of the contract.

**4.4 WARRANTY OF QUALITY**

Warranty for quality of the sold goods shall be a **minimum 1 year** on all components of the goods. Warranty Certificate must be presented upon delivery of goods. The warranty period starts from the date of the acceptance of delivered goods and services.

For the offer to be considered as compliant, offered supplies must meet all the requirements presented in the Minimum Technical Requirements and the Incoterm applicable shall be DDP (Delivered Duty Paid) – <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-rules-2010/>.

General warranty conditions:

* In the case some parts needed for the full functionality of the equipment are not meeting the contracted requirements or quality due to their malfunctioning, the tenderer will be obliged to deliver replacement parts at their own expense within an agreed period.
* During the warranty period, in the case of minor repairs, the warranty period will be extended as long as the Contracting Authority has been deprived of the use of the item.
* If a malfunction results in the replacement of the item or a major repair of the item, the warranty period will be suspended and will continue from the day of replacement or the return of the repaired item. If only a part of the item is replaced or substantially repaired, the warranty period begins for that part only.
* The tenderer guarantees that the equipment will function in accordance with the manufacturer's technical specification. The tenderer is responsible for maintaining the equipment within the warranty period and undertakes to provide spare parts and service support at the Contracting Authority 's address within the total warranty.
* The tenderer undertakes to provide spare parts and service support beyond the equipment warranty period of at least 10 years, counting from the date of expiry of the total warranty.
* The warranty period includes a response to a service intervention within 48 hours of receiving a written call (letter and/or e-mail) for it.
* The tenderer is obliged to a contact person for the equipment user in the event of a defect or defects in the goods for the entire duration of the warranty period. Such persons must be available to the user on working days.

**5. DETERMINING TENDER PRICES**

Tenderer shall complete Annex III of tender documentation - COSTS SPECIFICATION SHEET. Tender prices must be stated in EUR.

* If the tenderer is not subject to VAT, it has to be stated in the Annex I of tender documentation - BID SHEET.
* Tenderers must state unit prices with and without Value Added Tax (VAT), VAT, and total price with and without VAT (rounded to 2 decimal places), for each item.
* Tender price without VAT must include all costs and discounts for goods and services (such as costs of transport, etc.).
* Tender price must be fixed and may not be amended during the period of Contract Duration. Tender prices include all the requirements specified in the tender dossier.
* Contractor subsequently will not recognize any costs that are not included tender prices.
* The Contracting Authority will consider the overall cost of purchase (price + VAT if any) as the price of the offer.

**6. SUBMISSION OF TENDERS**

* Only electronic bids in format PDF may be submitted.
* The tender shall be submitted until **24:00 hours CET of 14/10/2019**, to both:

1. the following e-mail addresses: [info@plavi-svijet.org](mailto:info@plavi-svijet.org); [nikolina.rako@plavi-svijet.org](mailto:nikolina.rako@plavi-svijet.org) and
2. by post where the postmark date on the package must be the deadline date or earlier, to the delivery address:

BLUE WORLD INSTITUTE

KAŠTEL 24, 51551 VELI LOŠINJ, CROATIA

“SUPPLY OF AUTONOMOUS PASSIVE ACOUSTIC RECORDER (APAR), A PISTONPHONE AND ONSITE TRAINING” - Reference number: INTERREG SOUNDSCAPE 1/2019

* When submitting the tender, a tenderer must comply with all instructions and specifications contained in tender dossier.
* No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.
* The tenderer is expected to review the tender documents, including all instructions, forms, terms and specifications.
* The offer which is contrary to the provisions of the tender documents, or which contains errors, omissions or ambiguities, if errors, omissions and ambiguities are not removable or where clarification or completing of offers could not remove error, omission or ambiguity, is in every respect at the risk of the tenderer and can result with rejection of such offers.
* Alternative tender (variant) is not allowed.
* Offer must contain:
  + Completed BID SHEET - ANNEX I OF TENDER DOCUMENTATION;
  + Completed DETAILED TECHNICAL SPECIFICATIONS - ANNEX II OF TENDER DOCUMENTATION;
  + Completed COST SPECIFICATION SHEET – ANNEX III OF TENDER DOCUMENTATION;
  + Completed TENDERERS DECLARATION - ANNEX IV OF TENDER DOCUMENTATION;
  + SUPPLY CONTRACT, which must be initialled on each page;
  + List of relevant services provided in the past three years, with sums, dates and recipients, public or private that should be accompanied by documents affirming satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed
  + Catalogues, brochures and similar, if the tenderer considerers it necessary

**7. TENDER VALIDITY PERIOD**

Tender validity period shall be **6 months** from the deadline for submission of tenders. Tenders not satisfying mentioned criteria can be rejected. If the period of validity expires, the Contracting Authority reserves the right to require tenderers extension of the tender validity period in accordance with the extended deadline.

**8. AWARD CRITERIA AND DECISION**

The criteria for the selection of economically the most valuable offer will be based upon the price of the offer (C), Warranty for the quality (J) and Value added technical requirements (T) whose maximum number of points are shown in the table below:

|  |  |
| --- | --- |
| **Criteria** | **Maximum number of points** |
| 1. The price of the offer (C) | 70 |
| 2. Warranty for the quality (J) | 15 |
| 3. Value added technical requirements (T) | 15 |
| Total (U) | 100 |

**Criteria 1. – Price (C)**

Maximum number of points (70) will be attributed to the lowest price offer, while the other offers will be scored according to the following:

**C = (Cmin/Cp ) \* 70**

**C** – number of points relative to the offer price

**Cmin** – lowest offer price

**Cp** – price of the offer considered

**70** – maximum number of points relative to the lowest price

Offer price is provided in the COST SPECIFICATION SHEET – Annex III of tender documentation.

**Criteria 2. – Warranty for the quality (J)**

Minimum warranty for quality of the sold goods shall be a **minimum 1 year** and **a maximum of 3 years** warranty period that will be considered for the score. Based on the warranty for the quality, the offers will be given additional points according to the following table:

|  |  |
| --- | --- |
| Duration of the warranty period  (years): | Points: |
| 3  2  1 | 15  10  0 |

Warranty period needs to be clearly stated in the offer using rounded numbers only.

**Criteria 3. – Value added technical requirements (T)**

Value added technical requirements are representing the sum of points collected based on the technical specifications of the equipment offered, according to the what is stated in section 4 the Detailed Technical Specifications (ANNEX II of tender documentation):

|  |  |  |
| --- | --- | --- |
| **Ref** | **Additional technical requirement** | **Weighting points** |
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| G1 | Additional data storage | Maximum added points: 3 points  If 512 GB= 0 points (512 GB is mandatory according to the Mandatory or minimum technical requirements, point G-data storage)  If 1 TB or more = 3 points |
| J1 | Increased battery life (alkaline) | Maximum added points: 3 points  If equal to 25 days = 0 points (25 days is mandatory according to the Mandatory or minimum technical requirements, point J-battery life, alkaline) If equal to 30 days or more = 3 points |
| DD | Increased battery life (lithium) | Maximum added points: 3 points  If equal to 75 days = 0 points (75 days is mandatory according to the Mandatory or minimum technical requirements, point J-battery life, lithium) If equal to 90 or more = 3 points |

**Final score calculation:**

The final score is calculated as: offer Price points + Warranty points + Value added technical requirements overall points

**Pn = C + J + T**

Where:

**Pn** = is total score of the offer

**n** = number of the offer

Economically the most valuable offer is the one with the highest score. If two or more valid tenders are equally ranked according to the selection criteria, the Contracting Authority shall award the offer that was received earlier.

**Deadline for the adoption of the award decision:**

The Contracting Authority shall adopt the award decision within **10 calendar days** from the date of deadline for submission of offers. Award decision shall be sent to all tenderers.

The supply contract will be concluded within maximum 6 months from the Award decision.

**9. EXCLUSION RULES**

At any time during the procurement procedure, the contracting authority shall exclude the Tenderer from the procurement procedure if it determines that:

1. Tenderer/ member of a consortium/ Subcontractor is **not registered** in the judicial, trade or other relevant register of the country in which the economic operator is established.

2. The tenderer or the person authorised under the law to represent tenderer, **registered** in the judicial, trade or other relevant register of the Republic of Croatia **has been convicted** for participation in organised criminal activities including:

a) Participation in criminal organization based on:

article 328. and article 329. of the Criminal Law

article 333. of the Criminal Law "The Official Gazette of the Republic of Croatia" no. 110/97., 27/98., 50/00., 129/00., 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. and 143/12.)

b) Corruption based on:

* + article 252., article 253., article 254., article 291., article 292., article 293., article 294., article 295. and article 296. of the Criminal Law
  + article 294.a, article 294.b, article 337., article 338., article 347. and article 348. of the Criminal Law ("The Official Gazette of the Republic of Croatia" no. 110/97., 27/98., 50/00., 129/00., 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. and 143/12.)

c) Fraud based on:

* + article 236., article 247., article 256. and article 258. of the Criminal Law
  + article 224., article 293. and article 286. of the Criminal L aw ("The Official Gazette of the Republic of Croatia" no. 110/97., 27/98., 50/00., 129/00., 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. and 143/12.)

d) Terrorism based on:

- article 97., article 99., article 100., article 101. and article 102. of the Criminal Law

- article 169., article 169.a and article 169.b of the Criminal Law ("The Official Gazette of the Republic of Croatia" no. 110/97., 27/98., 50/00., 129/00., 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. and 143/12.)

e)Terrorism financing and money laundering based on:

- article 98. and article 265. of the Criminal Law

- article 279. of the Criminal Law ("The Official Gazette of the Republic of Croatia" no. 110/97., 27/98., 50/00., 129/00., 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. and 143/12.)

f) Children work or other form of human trafficking based on:

- article 106. of the Criminal Law

- article 175. of the Criminal Law ("The Official Gazette of the Republic of Croatia" no. 110/97., 27/98., 50/00., 129/00., 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. and 143/12.), or

3. The tenderer or the person authorised under the law to represent tenderer, **not** **registered** in the judicial, trade or other relevant register of the Republic of Croatia and without resident address in the Republic of Croatia, **has been convicted** for participation in organised criminal activities listed above under paragraph 2 (a-f) or similar criminal acts under the national regulations of the country in which it is established or has the resident address in.

4. Tenderer has failed to fulfill the obligation to pay all outstanding tax liabilities and contributions for pension and health insurance.

5. Tenderer **has submitted** false information at the time of submitting documents on the basis of which it is determined whether or not the economic operator shall be excluded from participation

6. Tenderer **is bankrupt**, it is being wound up or is in any stage of the bankruptcy proceeding, its affairs are being administered by a person designated by the competent court, it has entered into arrangement with creditors, it has suspended its business activities, or is in a similar procedure under the national regulations of the country in which the tenderer is established.

7. Tenderer **has committed** grave professional misconduct in the previous three years up to the commencement of the public procurement procedure, which the Contracting Authority can prove by any means

For the purpose of proving conditions and criteria as stated in the Tender dossier, Tenderer should complete and sign Annex IV of the Tender documentation – TENDERER DECLARATION, based on which the Tenderer proves non-existence of conditions for the exclusion.

**10. SELECTION CRITERIA**

Tenderers must prove their technical and professional capacity to carry out the work subject to this call for tender.

In order to prove their economic and financial capacity, tenderers must comply with the following **Technical and professional capacity criteria and evidence.**

**Technical and professional capacity criteria:**

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- Tenderer must prove that in 2019 and during the 3 years preceding it (2016, 2017 and 2018) it has completed at least one (1) and at most three (3) major deliveries of the same or similar goods which the individual or total cumulative value must be at least € 25,000.

As Evidence of the fulfilment of the above criteria the tenderer should provide a List of relevant services provided in the past three years, with sums, dates and recipients, public or private that should be accompanied by documents affirming satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links that it has with them. They must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

**11. PAYMENT TERMS**

Payments shall be made as follows:

Payments shall be made on the basis of an invoice that shall be paid in 30 days from the receiving of a correctly issued invoice. The invoice has to have a clear reference to the Soundscape project (Project ID: 10043643). Advance payment of up to 30 % of the price shall be paid upon the invoice issued at the order while a 70 % of the price shall be paid after successful execution of the contract.

**The Invoice has to be addressed to:**

**Plavi svijet Institut za istraživanje i zaštitu mora/ Blue World Institute of Marine Research and Conservation**

**Address: Kaštel 24, 51551 Veli Lošinj, Hrvatska**

For further information, please contact Nikolina Rako Gospić; e-mail address: [nikolina.rako@plavi-svijet.org](mailto:nikolina.rako@plavi-svijet.org), [info@plavi-svijet.org](mailto:info@plavi-svijet.org)

Legal representative:

Dr Nikolina Rako Gospić

Blue World Institute, President