

**ORDERING PARTY**

**MEDICAL UNIVERSITY OF BIALYSTOK, 1 Jana Kilińskiego Street, 15– 089 Białystok**

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**Bialystok, 17.01.2025**

**Case no.: AZP.25.2.1.2025**

**TERMS OF REFERENCE (HEREINAFTER REFERRED TO AS TOR) FOR THE CLASSIC ORDER WITH AN ESTIMATED VALUE EXCEEDING THE EU THRESHOLDS (221 000 EUR)**

**CATEGORY – SERVICES**

Public contract awarding procedure in the mode of non-limited tender procedure on the basis of the Act of 11 September 2019 Public Procurement Act (Journal of Laws from 2024, item 1320).

Subject of order

**The service of effective recruitment of students for the 6-year MD programme conducted in English at the Medical University of Bialystok according to the six-year programme in place in the European Union for the three subsequent academic years**

**from the following area: Spain.**

**I approve:** Chancellor of the Medical University of Bialystok - mgr Konrad Raczkowski (signature on

original)…………………………………….

elaborated by: Kamila Kartaszow

reviewed by: Jacek Domalewski

**The offer, documents and declarations must be submitted under the pain of nullity in an electronic form (containing eligible electronic signature) by means of the Platform available at: *indicated in part II of current Terms of reference***

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**I. Name and address of the Ordering Party**

Ordering Party: **Medical University of Bialystok, 1** Jana Kilińskiego Street, 15-089 Bialystok

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Address of electronic post: [**zampubl@umb.edu.pl**](mailto:zampubl@umb.edu.pl)

**II. Website address on which TOR changes and explanations as well as other order-related documents directly related to the proceeding will be available-** [**https://platformazakupowa.pl/transakcja/1043036**](https://platformazakupowa.pl/transakcja/1043036)

The Ordering Party requires all letters related to the proceeding in question to include case number **AZP.25.2.1.2025**.

1. **Mode of granting order and source of financing**
2. The proceeding on granting public order is conducted on the basis of Art. 132 of the Act of 11 September 2019 Act on Public Procurement (Journal of Laws from 2024, item 1320 as amended), hereinafter referred to as APP in the mode of an unlimited tender procedure with the value exceeding the EU thresholds.   
   In case of matters unresolved by the provisions of the hereby TOR the provisions of APP and implementing acts issues on the basis of the Act are applicable.
3. The subject of the order is not financed from any external resources.
4. **Description of order subject**
5. The subject of the order is the service of effective recruitment of students for the 6-year MD programme conducted in English at the Medical University of Bialystok according to the six-year programme in place in the European Union for the three subsequent academic years From the following area: Spain.
6. Effective recruitment of a student must be understood as selection of a candidate for studies who will be qualified by the Faculty Recruitment Committee of the Ordering Party and pay the full tuition fee within the deadline in the required sum for the first year of studies.
7. Common Procurement Vocabulary Symbol (CPV): 79600000 – 0 – Recruitment services.
8. As part of order realization of the service, the Contractor undertakes to:
9. effectively recruit students,
10. conduct a reliable verification of the certified documentation submitted by candidates in English or Polish, in accordance with the requirements of recruitment process specified by the Ordering Party. As part of effective recruitment of students on the side of the Contractor the following must be undertaken: notification of the candidate of recruitment conditions placed by the Faculty Recruitment Committee, granting replies to questions of potential candidates, notification and assistance in filling out electronic applications, sending information materials, verification of submissions in line with the recommendations and requirements established by the Ordering Party and compiling documents required on the basis of the binding provisions and internal regulations of the Ordering Party,
11. presentation of information delivered by the Medical University of Bialystok concerning the criteria of admission for studies to candidates, their families and parties interested in the medical programme proposed by the Medical University of Bialystok as well as information concerning accommodation conditions in Bialystok, curriculum of studies, handbooks in place, forms, application forms etc.,
12. granting precise information and assistance concerning obtaining a student visa,
13. providing the University, upon recommending candidates for studies, a full set of documents of all candidates in line with the schedule presented to the Contractor by the Ordering Party prior to commencing recruitment, no later than on 31 August of each academic year,
14. undertaking all necessary actions in the scope of advertisement and promotion of the teaching programme  
      
      
    in English at the Medical University of Bialystok in order to secure the agreed recruitment of foreign students (maintaining the website and placing information with the university profile, specificity of medical studies, social-living conditions, fees for studies and costs of living in Poland for each year of service conduct),
15. presenting an annual report containing a description of the above-specified promotional actions,
16. informing students about the educational offer, recruitment procedures, regulations of studies, level of tuition fees, accommodation, social-living conditions in Poland and assistance granted to students while arranging for the necessary formalities related to arrival and commencement of classes at the Medical University of Bialystok,
17. cooperation with the Medical University of Bialystok in organizing the so-called “orientation week” consisting of familiarizing them with the layout of buildings at the University in which classes are held and other basic issues related to the functioning in Poland prior to commencing the academic year,
18. passing onto the Ordering Party, in a hardcopy and electronic format:
19. currently binding principles in the educational system of a given country, scale of grades, templates of current certificates - confirmed by the Education Office or the Ministry of Education of a given country covered by the scope of recruitment,
20. on an ongoing basis, current information concerning changes in the system of education in the countries covered by the scope of recruitment,
21. passing onto the Ordering Party of the list of students with information contained in the Appendix to the Agreement.
22. The Contractor undertakes to effectively obtain candidates who fulfil recruitment requirements of the Ordering Party, who will be admitted for the first year of studies in the number greater than 3 but smaller than 80 persons.
23. Detailed obligations of the Ordering Party and the Contractor have been specified in **Appendix no. 7 to TOR** - agreement template.
24. The Ordering Party has not conducted a division of order into parts which might pose a substantial threat to proper execution of the order. Division of the order into parts would cause a need on the side of the Ordering Party to coordinate actions among too many contractors and this would pose a serious threat to the correct execution of the order. Such described subject of order does not breach the principles of fair competition through limiting the possibility of applying for the order by smaller entities, in particular, small and medium companies.

**V. Information on the relevant objective evidence**

The Ordering Party does not require submission of objective evidence confirming compliance of the offered service with the requirements, features or criteria specified in the Description of the Object of Contract.

1. **Term of order realization**

Term of order realization: until **31 August 2028**, covering recruitment for the following academic years:

- recruitment until 31.08.2025 – for academic year 2025/2026,

- recruitment until 31.08.2026 – for academic year 2026/2027,

- recruitment until 31.08.2027 – for academic year 2027/2028.

1. **Bases for exclusion with list of subjective evidence confirming lack of grounds for exclusion**
2. Pursuant to Art. 108 (1) of APP the following Contractor shall be excluded from the order procedure:

1) natural person who was sentenced with a final and binding court sentence for the crime of:

a) participation in an organized criminal group or connotation targeted at committing a crime or fiscal offence as specified in Art. 258 of the Penal Code,

b) human trafficking as specified in Art. 189 a of the Penal Code,

c) as specified in Art. 228-230A, Art. 250A of the Penal Code, in Art. 46-48 of the Act of 25 June 2010 on sport (Journal of Laws from 2024, item 1488 dated: 2024.10.07) or in Art. 54 sec. 1-4 of the Act from 12 May 2011 on reimbursement of medications, foodstuffs of special consumption designation and medical devices (Journal of Laws from 2024, item 930 dated: 2024.06.26),

d) financing of crimes of terrorist character, as specified in Art. 165A of the Penal Code or crimes of preventing or impeding determination of criminal origins of financial means or concealing their origins, as specified in Art. 299 of the Penal Code,

e) of terrorist character, as specified in Art. 115 § 20 of the Penal Code or targeted at committing such crime,

F) entrusting performance of work to minor foreigner, as specified in Art. 9 (2) of the Act of 15 June 2012 on effects of entrustment of performance of work to foreigners remaining, in breach of regulations of the law, in the territory of the Republic of Poland (Journal of Laws from 2021, item 1745),

g) against economic trading, as specified in Art. 296-307 of the Penal Code, crime of fraud, as specified in Art. 286 of the Penal Code, crime against credibility of documents as specified in Art. 270-277D of the Penal Code or tax offence,

h) as specified in Art. 9 (1) and (3) or Art. 10 of the Act of 15 June 2012 on effects of entrustment of performance of work to foreigners remaining, in breach of regulations of the law, in the territory of the Republic of Poland

- or for the relevant prohibited act specified in the provisions of the foreign law;

2) if an active member of its managing or supervisory body, partner in the unlimited company or in partnership or general partner in general partnership or in a limited joint-stock partnership or proxy has been legally sentenced for a crime specified in clause 1);

3) with respect of whom a final and binding court sentence has been issued or a final administrative decision  
- on remaining in arrears with payment of taxes, fees or contributions towards social or health insurance, unless the Contractor, prior to the expiry of the term for submission of applications concerning allowance for participation in the procedure or prior to the expiry of the term for submission of offers, conducted payments of overdue taxes, fees or contributions for social insurance or health insurance with interest or fines or concluded a binding agreement concerning repayment of such overdue amounts;

4) with respect of whom a final and binding ban on participation in public procurement has been issued;

5) if the Ordering Party may note that pursuant to reliable premises the Contractor has concluded with other Contractors an understanding targeted at disrupting competition, in particular, if Contractors belonging to the same capital group in the meaning of the Act of 16 February 2007 on protection of competition and consumers submitted separate offers, partial offers or applications for allowance to participate in the tender procedure, unless they prove that they prepared the offers or applications independently from one another;

6) if, in cases specified in Art. 85 (1) of the Act, a disruption in competition occurred stemming from the previous engagement of a given Contractor or entity who belongs to the same capital group as the Contractor in the meaning of the Act of 16 February 2007 on protection of competition and consumers, unless the disruption of competition caused by it may be eliminated in another manner than exclusion of the Contractor from participation in the proceeding on granting the order.

1. Periods of exclusion - Contractor's exclusion shall occur:

2.1. in cases specified in Art. 108 (1) (1) (a-g) and (2) for the period of 5 years from the date of the sentence confirming existence of one of the bases for exclusion becoming final unless a different period of exclusion was specified in that sentence;

2.2. in cases specified in Art. 108 (1) (1) (h) and (2) when the person specified in these regulations was sentenced for a crime specified in Art. 108 (1) (1) (h),

- for a period of 3 years from the date of the relevant sentence confirming existence of one of the bases for exclusion becoming final, issuance of the final decision or occurrence of an event constituting the basis for exclusion, unless a specific other period of exclusion was determined in the sentence or decision;

2.3. in cases specified in Art. 208 (1) (4) for the period for which a ban on application for public procurement order was legally issued;

2.4. in cases specified in Art. 108 (1) (5) for the period of 3 years from occurrence of an event constituting the basis for exclusion;

2.5. in cases specified in Art. 108 (1) (6) in the proceeding for granting public order in which an event occurred which constitutes the basis for exclusion.

1. Information concerning self-laundering (Art. 110 (2) of APP) - Contractor shall not be subject to exclusion in the circumstances specified in Art. 108 (1) (1) (2) and (5) if he proves to the Ordering Party that he fulfils cumulatively the following premises:

3.1. repairing or undertaking to repair the damage caused via a crime, offence or incorrect behaviour, including through financial compensation;

3.2. comprehensively explaining the facts and circumstances related to the crime, offence or his incorrect actions and damages caused by them, actively cooperating with applicable organs, including law enforcement or the Ordering Party;

3.3. undertaking specific technical, organizational and personnel measures relevant in order to prevent further crimes, offences or incorrect actions, in particular:

a) having broken all the links with persons or entities responsible for incorrect actions of the Contractor,

b) having re-organized the personnel,

c) having implemented the reporting and control system,

d) having created structures of internal audit for monitoring adherence to the regulations, internal provisions or standards,

e) having introduced regulations concerning responsibility and compensations for non-adherence to the provisions, internal regulations or standards.

1. In cases specified in Art. 108 (1) (6) of APP, prior to excluding the Contractor, the Ordering Party shall ensure that such Contractor is provided with a possibility to prove that their participation in the preparation of the proceeding for granting public order shall not disrupt the competition. The Ordering Party indicates in the protocol the manner of ensuring competition (in line with Art. 85 (2) of APP).
2. The Ordering Party may exclude the Contractor from the proceeding for granting public order at each stage of it.
3. The Ordering Party does not envisage any grounds for exclusion specified in Art. 109 of APP.
4. **In order to confirm lack of grounds for exclusion from participation in the proceeding, the Contractor shall be obliged, upon the Ordering Party's call, to submit the following subjective evidence:**

7.1. Information from the National Criminal Register in the scope of:

a) Art. 108 (1) (1) and (2) of APP,

b) Art. 108 (1) (4) of APP concerning adjudicating the ban on participation in public tender proceedings by virtue of preventive measure,

- issued not earlier than 6 months prior to submission;

7.2. Statement of the Contractor in the scope of Art. 108 (1) (5) of APP concerning lack of affiliation in the same capital group in the meaning of the Act of 16 February 2007 on protection of competition and consumers (Journal of Laws from 2024 item 1616 dated: 2024.11.04) with another Contractor who submitted a separate offer, partial offer, or statement on affiliation in the same capital group with documents or information confirming offer, partial offer preparation independently from another contractor belonging to the same capital group;

*The Contractor may elaborate a statement in line with the template constituting* ***Appendix no. 8 t****o TOR.*

7.3. Statement of the Contractor on the validity of information contained in the statement specified in Art. 125 (1) of APP in the scope of exclusion from the proceeding of those specified by the Ordering Party, as per:

a) Art. 108 (1) (3) of APP,

b) Art. 108 (1) (4) of APP concerning adjudicating the ban on participation in public tender proceedings by virtue of the preventive measure,

c) art. 108 (1) (5) of APP concerning conclusion with other contractors of an understanding targeted at disrupting competition,

d) Art. 108 (1) (6) of APP.

*The Contractor may elaborate a statement in line with the template constituting* ***Appendix no. 9*** *to TOR.*

1. **Documents of foreign entities**

8.1. If the Contractor has a registered office or place of residence outside of the borders of the Republic of Poland, instead of the document specified in clause 7.1 he must submit information from the relevant register such as court register or, in case of lack of such institution, another equivalent document issued by the appropriate court institution or administrative body of the country in which the contractor is or resides as specified in clause 7.1. Such document ought to be issued not earlier than 6 months prior to its submission.

8.2. Should the country in which the contractor is seated or has a place of residence or in which the person who is the subject of that document resides not issue documents specified in clause 2 or in case these documents fail to refer to all cases specified in Art. 108 (1) (1) (2) and (4) of APP, they shall be replaced, as appropriate, entirely or partly by the document containing contractor’s declaration with an indication of person or persons authorized to represent him or declaration of the person who the document was to concern, submitted under oath or, in case in the country in which the contractor is seated or has a place of residence or in which the person who is the subject of the document resides has no regulations in place concerning statements under oath - submitted before the court or administrative body, notary, professional self-governmental body or economic body appropriate location wise or relevant for the given place of residence of the contractor or the place of residence of the person who is the document subject. Such document ought to be issued not earlier than 6 months prior to its submission.

1. The Contractor who is subject to technical or professional capabilities of entities disclosing the resources according to the principles specified in Art. 118 of the Act shall be obliged to present subjective evidence specified in clauses 7.1. And 7.3. concerning these entities, confirming that there are not grounds in place with respect to these entities for their exclusion from the proceeding.
2. In case of Contractor jointly applying for the public order, the subjective evidence specified in clauses 7.1. – 7.3. must be submitted separately by each Contractor of the contractor jointly applying for the public order.
3. The Ordering Party shall exclude the Contractor from the proceeding on the basis of:
4. Art. 5k Council Regulation (EU) no. 833/2014 from 31 July 2014 concerning restraining measures in relation to Russian destabilizing actions in Ukraine (Official Journal of the EU no. L 229 from 31.7.2014, p. 1 as amended), hereinafter: Regulation 833/2014.
5. Art. 7 (1) of the Act of 13 April 2022 on special solutions in the scope of contracting support for the aggression in Ukraine and targeted at protecting national security (Journal of Laws from 2024, item 507 dated: 2024.04.04).
6. **Information concerning conditions for participation in the public order procedure with a list of subjective evidence confirming fulfilment of conditions for participation in the proceeding**
7. In accordance with Art. 112 (2) of APP, the Ordering Party shall establish conditions for participation in the proceeding concerning:

1.1. capacity to act in economic trading - the Ordering Party has not determined this condition;

1.2. entitlements to conduct specific economic or professional activity, provided that this is specified in separate regulations - the Ordering Party has not determined this condition;

1.3. economic and financial situation - the Ordering Party has not determined this condition;

1.4. **Technical or professional capability:**

**The Contractor must indicate:**

1.4.1. One person who will be allocated for realization of the order, with knowledge of English at the level of minimum B2,

1.4.2.Conduct or performance, within the period of the last 3 years prior to the expiry of the term for submission of offers in the hereby proceeding and if the period of conduct of activity is shorter - in that period - of service/services as part of which **he recruited in total at least 30 foreign students.**

Note:

In case of contractors jointly applying for public procurement order the condition of participation in the proceeding in the scope of technical or professional capability specified in clause 1.4.2. - shall be considered as met if one of the consortium members indicates conduct of service/services specified in clause 1.4.2. (the provision shall be applied in case of entrustment with entities providing resources, respectively).

1. In order to confirm fulfilment by the Contractor of conditions for participation in the proceeding, the Contractor shall be obliged, upon the Ordering Party's call, to submit the following subjective evidence - **in the scope of technical or professional capability:**
   1. **list of persons** directed by the Contractor to realize the public order, in particular, relevant persons responsible for the provision of services, quality control including information regarding their professional qualifications necessary to carry out the public order as well as the scope of actions conducted by him and the information on the right to use these persons;

*The Contractor may elaborate a list of persons in line with the template constituting* ***Appendix no. 2*** *to TOR.*

* 1. **list of services** carried out and, in case of recurring provisions or continuous provisions, in the period of the last 3 years prior to the expiry of the term for submission of offers, and if the period of economic activity was shorter - in that period, with an indication of the subject, dates of completion and entities for which services were performed or are performed and attaching the evidence specifying whether these services have been performed or are performed properly, whilst evidence specified above constitutes references or other documents elaborated by the entity for which the services were conducted and in case of recurring or continuous services - are still being performed; if the contractor, due to reasons independent from him, is unable to obtain such documents - contractor's declaration; in case of recurring or continuous services still performed references or other documents confirming their proper execution should be issued in the period of last 3 months;

*The Contractor may elaborate a list of services in line with the template constituting* ***Appendix no. 3*** *to TOR.*

If the Contractor draws reference to experience in realizing services conducted jointly with other contractors, the list specified in clause 2.2 concerns services in the execution of which the contractor participated directly and in case of recurring or continuous services - in the execution of which the contractor still participates directly.

**Principles of using the resources of other entities:**

1. The Contractor may, for the purpose of confirming the fulfilment of conditions for participation in the proceeding, in relevant situations and with regards to the order or its part rely on technical or professional capacities or financial or economic situation of entities providing him with resources, regardless or the legal nature of legal relations connecting him with them.

3.1. With regards to the conditions concerning education, professional qualifications and experience, Contractors may rely on capabilities of entities providing them with resources should these entities perform services for the realization of which such capabilities are required.

3.2. The Contractor who relies on capabilities or situation of entities providing him with resources shall submit, with the offer, a commitment of the entity providing the resources to place at his disposal the necessary resources for the purpose of realizing the order or another subjective evidence confirming that the contractor, while realizing the order, will possess at his disposal the necessary resources from these entities. The commitment of the entity providing the resources confirms that the relationship connecting the contractor with the entities providing resources guarantees factual access to these resources and specifies, in particular:

a) scope of available resources to the contractor made available by the entity providing the resources,

b) manner and period of disposal and use by the Contractor of the resources designated by the disclosing entity in the course of order completion;

c) whether and in what scope the entity providing its resources the capacity of which shall be used by the Contractor with respect to conditions of participation in the proceeding concerning education, professional qualifications or experience shall realize services or construction works which the indicated capabilities concern.

*The Contractor may elaborate a Commitment in line with the template constituting* ***Appendix no. 6*** *to TOR.*

3.3. The entity which undertook to provide the resources shall share joint and several liability with the Contractor who relies on their financial or economic situation for damages incurred by the Contractor, occurring as a result of non-provision of such resources unless that entity is not at fault for the non-provision of resources.

3.4. If technical and professional capabilities, economic or financial situation of the entity providing the resources do not confirm fulfilment by the Contractor of conditions of participation in the proceeding or if there are grounds for exclusion with respect to that entity, the Ordering Party may demand that the Contractor replaces that entity with another entity or entities within a specific term or show that he fulfils the conditions for participation in the proceeding on his own.

3.5. The Contractor cannot, after the expiry of the term for submission of offers draw reference to capabilities or situation of entities providing resources if at the stage of offer submission he did not rely in a given scope of capabilities or situation of entities providing the resources.

**IX. Information on electronic communication means through the use of which the Ordering Party shall communicate with contractors and information on technical and organizational requirements of elaborating, submitting and receiving electronic correspondence**

The manner of elaborating electronic documents, declarations or electronic copies of documents or statements must comply with the requirements specified in the Regulation of the Chairman of the Council of Ministers from 30 December 2020 on the manner of elaborating and communicating information and technical requirements for electronic documents and means of electronic communication in the proceeding for granting public order or contest (Journal of Laws from 2020 item 2452) and Regulation of the Minister of Development, Labour and Technology from 23 December 2020 on subjective evidence and other documents or statements which the Ordering Party may demand from the Contractor (Journal of Laws from 2020, item 2415 as amended) by and, in:

1. The offer, ESPD statements specified in part XIII sec. 1 clauses 1.8 and 1.9 of TOR ought to be submitted under the pain of nullity in an electronic format, bearing an eligible electronic signature.
2. Offers, ESPD statements, declarations specified in part XIII sec. 1 clause 1.8 and 1.9 TOR, subjective evidence, commitment of the entity providing resources, objective evidence, power of attorney and other information, declarations or documents submitted in the proceeding shall be elaborated in an electronic format, in the formats of data specified in the provisions issued on the basis of Art. 18 of the Act of 17 February 2005 on computerisation of activities of entities realizing public tasks (Journal of Laws from 2024, item 1557 dated: 2024.10.21) by and, in consideration of the type of submitted data.
3. In case, when the subjective evidence, objective evidence, other documents or documents confirming empowerment to represent the contractor, contractor jointly applying for the public order, entity providing resources of subcontractor who is not the entity providing resources, respectively:

* have been issued by authorized entities other than the contractor, contractor jointly applying for the public order, entity providing resources of subcontractor as an electronic document – such document shall be passed on,
* have been issued by authorized entities other than the contractor, contractor jointly applying for the public order, entity providing resources of subcontractor as a hardcopy document – digital mapping of such document bearing an eligible electronic signature, certifying compliance of the digital mapping with the document in a hardcopy format shall be handed over.

1. Certification of digital compliance of the mapping with the document in a hardcopy format shall be conducted in case of:

* subjective evidence and documents confirming empowerment to represent – contractor, contractor jointly applying for the public order, entity providing resources of subcontractor, and in the scope of subjective evidence or documents confirming empowerment to represent relevant to each of them,
* objective evidence – contractor or contractor jointly applying for the order, respectively,
* other documents – contractor or contractor jointly applying for the order, respectively, in the scope of documents that concern either of them.

1. Subjective evidence, commitment of the entity providing the resources, objective evidence, not issued by authorized entities or power of attorney:

* shall be submitted in an electronic form bearing an eligible electronic signature,
* elaborated as a document in a hardcopy form, bearing handwritten signature, shall be passed on as a digital mapping of that document bearing an eligible electronic signature confirming compliance of the digital mapping with the hardcopy document.

1. Certification of digital compliance of the mapping with the document in a hardcopy format shall be conducted in case of:

* subjective evidence – contractor, contractor jointly applying for the public order, entity providing resources of subcontractor, respectively, and in the scope of subjective evidence relevant to each of them,
* objective evidence or commitment of the entity providing the resources – contractor or contractor jointly applying for the order, respectively,
* power of attorney – principal.

1. Certifications of compliance of the digital mapping with the hardcopy document, as specified in sec. 3 and 5, may be conducted also by a notary.
2. **Subjective evidence, objective evidence and other documents or declarations elaborated in a foreign language shall be submitted with their translation into Polish or English.**
3. In the event, when electronic documents in the proceeding, submitted with the use of electronic communication means, contain information constituting enterprise secret in the meaning of the provisions of the Act of 16 April on combating unfair competition (Journal of Laws from 2022, item 1233), the Contractor, in order to maintain confidentiality of such information, shall pass them over in an appropriately marked file.
4. In case of submitting an electronic document in the form of compressed data, ensuring the file which contains compressed data is bearing an eligible electronic signature is an equivalent of placing an eligible electronic signature on all the documents included in that file.

**PURCHASE PLATFORM - OpenNexus:**

1. Communication between the Ordering Party and the contractor shall occur by means of platformazakupowa.pl and the form “Send message to the Ordering Party”.

Instructions for the use of the system shall be available at the above-specified address.

1. The date of submission (arrival) of declarations, applications, notifications and information shall be the date of their postal by means of platformazakupowa.pl through clicking on the “Send message to the ordering party” button, after which a message will appear that the message has been sent to the ordering party.

**General principles of using the Platform:**

1. The Ordering Party shall pass onto the contractors’ information by means of platformazakupowa.pl Information concerning replies to questions, changes in the specification, changes in the term for submission and opening of offers shall be placed by the Ordering Party on the platform in the section “Messages”. Correspondence which, in line with the binding provisions, is addressed to a specific contractor, shall be passed on by means of platformazakupowa.pl to the specific contractor.
2. The contractor, as a professional entity, is obliged to check the messages and notifications sent by the Ordering Party directly on platformazakupowa.pl as the system of notifications may be subject to failure or notification may reach the SPAM folder.
3. The Ordering Party, in accordance with § 11 (2) of the REGULATION OF THE CHAIRMAN OF THE COUNCIL OF MINISTERS from 30 December 2020 on the manner of elaborating and submitting information and technical requirements for electronic documents and electronic communication means in the proceeding for granting public order or contest places the requirements concerning specification of connection, format of the transferred data and encryption and marking of the time of submission and collection of data by means of platformazakupowa.pl, that is:

a) permanent access to the internet with a guaranteed bandwidth no less than 512 kb/s,

b) PC or MAC class computer with the following configuration: minimum memory 2 GB Ram, processor IV 2 GHZ or its newer version, one of the operational systems - MS Windows 7, Mac Os x 10 4, Linux, or their newer versions,

c) installed internet browser other than Internet Explorer,

d) switched on JavaScript service,

e) installed Adobe Acrobat Reader programme or another programme servicing pdf file formats,

f) Platformazakupowa.pl operates according to the standard adopted for network communication - UTF8 coding,

g) Marking of the time of collection of data by the purchasing platform is the date and precise time (hh:mm:ss) generated according to the local time of the server synchronized by the time of the Central Office of Measures.

1. The Contractor, entering the hereby proceeding for granting public order:

a) accepts the conditions of using platformazakupowa.pl specified in the Regulations placed on the internet website under the link in the tab “Regulations” and deems it as binding,

b) has familiarized and adheres to the Instruction for submission of offers/applications available under the link.

1. The Ordering Party shall not bear any liability for offers submitted in a manner non-compliant with the Instruction for the use of platformazakupowa.pl , in particular, for situations when the Ordering Party familiarizes with the content of the offer prior to the expiry of the term for submission of offers (i.e. Submission of offer in the tab “Send message to the Ordering Party”). Such offer shall be deemed by the Ordering Party as a commercial offer and it shall not be considered in the proceeding in question as the obligation specified in Art. 221 Act on Public Procurement has not been met.
2. The Ordering Party informs that instructions for the use of platformazakupowa.pl concerning, in particular, logging in, submitting applications for explanation of the contents of TOR, submission of offers and other actions undertaken in the hereby proceeding with the use of platformazakupowa.pl may be found in the tab “Instructions for Contractors” on the website at the address: https://platformazakupowa.pl/strona/45-instrukcje.

**X. Indication of persons authorized to communicate with the contractors**

1. The following persons shall be authorized to communicate with the contractors:

* In case of substantive matters related to the subject of the order: **Tomasz Maliszewski,   
  tel. 85 686 52 21, mailbox:** [**tomasz.maliszewski@umb.edu.pl**](mailto:tomasz.maliszewski@umb.edu.pl)
* In case of matters related to the tender procedure: **Kamila Kartaszow, mailbox:** [**kamila.kartaszow@umb.edu.pl**](mailto:kamila.kartaszow@umb.edu.pl)

1. Verbal communication shall be allowed solely with regards to insignificant information, in particular, not concerning the announcement of the tender procedure or order documents.
2. The contractor may turn to the Ordering Party with an application for explanation of the contents of TOR. Applications may be submitted in a manner specified in sec. 1 (PURCHASING PLATFORM - OpenNexus) in part IX of TOR.
3. The Ordering Party shall be obliged to provide explanations immediately, however, no later than 6 days prior to the expiry of the term for submission of offers, subject to the application for explanation of the contents of TOR reaches the Ordering Party no later than 14 days prior to the expiry of the term for submission of offers.
4. Extending the term for submission of offers shall not impact the course of the term for submission of the application for explanation of the contents of TOR.
5. In case when the application for explanation of the contents of TOR has not arrived within the term specified in sec. 4 the Ordering Party shall not be obliged to grant any explanations to TOR, nor to prolong the term for submission of offers.
6. In the event of designating a shorter term for submission of offers, if an urgent need to grant an order and shorten the term for submission of offer is justified, the Ordering Party shall be obliged to provide explanations immediately, however, no later than 4 days prior to the expiry of the term for submission of offers, subject to the application for explanation of the contents of TOR reaches the Ordering Party no later than 7 days prior to the expiry of the term for submission of offers.

**XI. Offer validity term**

1. The Contractor submitting an offer shall be bound by it for the maximum period of 90 days from the date of expiry of the term for submission of offers, that is, until **28.05.2025.**
2. In the event when the selection of the most beneficial offer does not occur prior to the expiry of the term of offer validity specified in sec. 1, the Ordering Party shall, prior to the expiry of the term of offer validity, turn to the contractors on an on-off basis with a request for prolonging the term specified by him which shall not exceed 60 days.
3. Prolonging the term of offer validity, as specified in sec. 1, shall require submission by the Contractor of a written statement on granting consent for extension of the term of offer validity.
4. In case when the Ordering Party demands submission of tender security, extension of the term of offer validity, as specified in sec. 1, shall occur along with the extension of the period of validity of the tender security or, if this is impossible, the submission of a new tender security for the prolonged period of offer validity.

**XII. Requirements concerning tender security**

No tender security has been established in the proceedings in question.

**XIII. Description of the manner of elaborating the offer**

1. The Contractor shall be obliged to submit an offer to the Ordering Party which encompasses:
   1. **Offer form - Appendix no. 1 to TOR** in an electronic form (bearing an eligible electronic signature),

**1.2.** **statement of absence of grounds for exclusion, fulfilment of conditions for participation in the proceeding in the scope specified by the Ordering Party submitted on the form of the ESPD form**, elaborated in accordance with the standard form pattern specified in the Implementing Regulation of the Commission (EU) 2016/7 from 5 January 2016, establishing the standard European Single Procurement Document (Official Journal of EU L3 from 06.01.2016, p. 16) hereinafter referred to as ESPD, the template of which constitutes **Appendix no. 5 to TOR.** Statement in question, confirming absence of grounds for exclusion, fulfilment of conditions for participation in the proceeding, respectively, as per the date of submission of offers, temporarily substituting the subjective evidence required by the Ordering Party.

In the event of joint participation in the procedure by contractors, the statement in question must be submitted by each of the contractors. These statements confirm absence of grounds for exclusion and fulfilment of conditions for participation in the procedure in the scope in which each of the contractors indicates fulfilment of conditions for participation in the proceeding.

The Contractor, in case of relying on capabilities or situation of entities providing resources, presents, along with the statement specified above, also the declaration of the entity providing the resources, confirming absence of grounds for exclusion of this entity and appropriate fulfilment of conditions for participation in the proceeding in the scope in which the Contractor refers to these resources.

The Contractor may use a uniform document submitted in a separate proceeding for granting public order should he confirm that information contained therein remain correct.

The Contractor elaborates the ESPD document under the pain of nullity in an electronic form bearing an eligible electronic signature, whereby the following information are indicated:

A. Part II – to be filled out entirely (excluding items A.2.2 and A.4);

B. Part III – to be filled out in the following manner: letters A.1., letter B.1., letter C 1.1., letter C 1.4., letter C 1.6., letter D.1.;

C. Part IV - solely section α – general statement on all criteria of qualification must be filled out;

D. Part VI – to be filled out entirely.

**1.3.** **power of attorney for submission of the offer shall be granted under the pain of nullity in the electronic format (bearing eligible electronic signature) – if applicable,**

**1.4. power of attorney for the proxy established by Contractors jointly applying for granting the public order, power of attorney ought to be granted under the pain of nullity in an electronic form (bearing eligible electronic signature) – if applicable,**

**1.5. Commitment of the entity providing resources or another subjective evidence confirming that the contractor, upon realizing the order, will have the necessary resources from these entities at its disposal, in an electronic form (bearing an eligible electronic signature) in accordance with Appendix no. 6 to TOR – if applicable,**

**~~1.6. tender security in original electronic form (bearing eligible electronic signature of persons authorized to issue them) - solely when the Contractor submits tender security in a non-financial form - if applicable,~~**

**1.7. statement specified in part XIII sec. 28 clause 3 which outlines which services are performed by individual contractors, in an electronic form (bearing an eligible electronic signature) - if applicable.**

**1.8. statement of the contractor concerning premises for exclusion from the proceeding pursuant to Art. 5k of the Regulation 833 (2014) and Art. 7 (1) of the Act on specific arrangements in the scope of counteracting support for aggression towards Ukraine and targeted at protection of national security in accordance with Appendix 5a to TOR in an electronic form (bearing eligible electronic signature).**

In the event of joint participation in the procedure by contractors, the statement in question must be submitted by each of the contractors.

**1.9. statement of the contractor concerning premises for exclusion from the proceeding pursuant to Art. 5k of the Regulation 833 (2014) and Art. 7 (1) of the Act on specific arrangements in the scope of counteracting support for aggression towards Ukraine and targeted at protection of national security in accordance with Appendix No. 5b to TOR in an electronic form (bearing eligible electronic signature)** - in case of relying on capabilities or situation of entities providing resources.

1. Each contractor may submit only one offer.
2. The contents of the offer must comply with the requirements of the Ordering Party specified in the order documentation.
3. The contractor must calculate the price of the entire subject of order within the offer. The submitted price must include all requirements of realization of the order specified in the hereby specification and the provisions of law concerning the subject of order.
4. The contractor shall bear the costs of elaboration and submission of the offer.
5. **The offer must be prepared in Polish or English.** The offer including all appendices should be signed by a person authorized to represent the Contractor. The offer elaborated in an electronic format should be signed with an eligible electronic signature by an authorized person, in line with the form of representation of the contractor specified in the court register or another document, relevant for a given organizational form of the contractor or by a person empowered (pursuant to the power of attorney) by authorized persons.
6. In case of submitting an offer by contractor participating jointly, data of all contractors participating jointly must be specified in the offer form with an indication of the Power of Attorney to represent them and an enclosed Power of Attorney.
7. **Documents elaborated in a foreign language must be submitted with their translation into Polish or English.**
8. The offer ought to be submitted with the use of electronic communication means, through platformazakupowa.pl at <https://platformazakupowa.pl/pn/umb>.
9. All required documents specified in TOR must be attached to the offer.
10. Post filling out the Form for offer submission and attaching all required appendices one must click on the “Go to summary” button.
11. The offer of the application for electronic submissions must be signed by means of an eligible electronic signature. In the process of submitting the offer by means of [platformazakupowa.pl](http://platformazakupowa.pl), the contractor should place their signature directly on the documents sent through<https://platformazakupowa.pl/pn/umb>.
12. Date of offer submission is the date of its uploading in the system (platform) in the second step for submission of the offer through clicking the button “Submit offer” and display of the message that the offer has been encrypted and submitted.
13. Detailed instruction for contractors concerning submission, change and withdrawal of the offer may be found on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>
14. The maximum size of a file submitted by means of the dedicated forms for: submission, modification, withdrawal of the offer amounts to 150 MB, whilst in case of communication - the size of a single file amounts to the maximum of 500 MB.
15. File expansions applied by contractors must comply with Appendix no. 2 to the Regulation of the Council of Ministers from 12 April 2012 on National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic format and minimum requirements for tele information systems” hereinafter referred to as the KRI Regulation.
16. The Ordering Party recommends the use of the following formats: .pdf .doc .docx .xls .xlsx .jpg (.jpeg) with a special indication of .pdf
17. For the purpose of potential data compression the Ordering Party recommends the use of one of the following extensions:

.zip

7Z.

1. Among extensions generally used but not occurring in the National Interoperability Framework (KRI) Regulation one may find: .rar .gif .bmp .numbers .pages. **Documents submitted in these file formats shall be considered as ineffectively submitted.**
2. Due to low risk of breaching integrity of the file and easier verification of the signature the Ordering Party recommends, to the extent possible, conversion of the files comprising the offer into the pdf format and placing an eligible signature on them in the PAdES format.
3. Files in other formats than PDF should possess signatures in an external type of XAdES format. The Contractor should bear in mind that the file with a signature should be submitted together with a signed document.
4. The Ordering Party recommends the use of eligible signature with a time stamp.
5. The Ordering Party recommends that the Contractor tests the possibility of correct use of the selected method of signing the offer's files with appropriate advancement.
6. The offer should be prepared with due diligence for the entity applying for the public order, maintaining the right time interval before the deadline for submission of offers/applications. We suggest submitting offers 24 hours prior to the deadline for submission of offers/applications.
7. If the contractor packs documents, for instance, in a file with .zip extension, former conclusion of each of the compressed files is recommended.
8. The Ordering Party suggest not to enter any changes in the files safter their signing with eligible signature. This may result in breaching the integrity of files which will signify the necessity to reject the offer.
9. In accordance with Art. 18 sec. 3 of APP information constituting a company secret in the meaning of the provisions on combating unfair competition cannot be disclosed. If the Contractor, no later than within the term for submission of offers, in a manner raising doubts, states that they cannot be disclosed and indicates, enclosing relevant explanations, that the reserved information constitute the company secret. There is an area on the platform in the offer submission form designated for uploading parts of offers constituting company secrets.
10. **Contractors jointly applying for public order:**
11. Contractors may jointly apply for public order. In this case, a proxy must be established to represent them in the proceeding for granting public order or to represent them in the proceeding and to conclude agreements within the public tender proceeding. Provisions concerning contractors shall be applied, as appropriate, to contractors jointly applying for the public order. The document of PoA must be enclosed with the offer and contain, in particular, the indication of: proceeding for public order in question, contractors jointly applying for obtaining the order, established proxy and scope of his empowerment, covering above all: representing contractors jointly applying for the public order, entering commitments on behalf of the contractors jointly applying for and obtaining public order, submission of joint offer, maintenance of correspondence and undertaking commitments related to the public order proceeding.
12. The document of the power of attorney must be signed by all contractors who jointly apply for the public order, including the contractor established as the proxy and by persons authorized to submit declarations of will shall be specified in the relevant register or on contractor's records. The document of PoA (original or copy notarially confirmed) must be attached to the offer in an electronic form, signed by means of an eligible electronic signature.

All correspondence and settlements shall be made solely with the entity acting as a proxy of others, whilst payments shall be passed on directly onto the bank account of the given entity (exclusively specified in the agreement) or to the joint bank account to which receivables shall be paid for the services performed by individual entities.

1. With regards to the conditions of participation in the proceeding concerning education, professional qualifications and experience, the contractors jointly applying for the order may rely on capabilities of these contractors who carry out the services for the realization of which these capabilities are required. **In such a case, the contractors jointly applying for the public order must attach to the offer the declaration stating which services are performed by individual contractors.**
2. The contractors jointly applying for public order shall bear joint and several liability for the execution of the agreement.
3. The Ordering Party reserves the right to demand, prior to conclusion of the agreement concerning public order, an agreement regulating the principles of cooperation of contractors jointly applying for the public order.
4. **Information concerning the subcontractors:**
5. The Ordering Party demands indication by the Contractor of the order parts which he intends to entrust to subcontractors and indication of potential subcontractors’ names if they are known (part II – clause D.1. ESPD).
6. If a change or resignation from a subcontractor concerns the entity whose resources were specified by the contractor according to the principles specified in Art. 118 (1) in order to indicate fulfilment of conditions for participation in the proceeding, the contractor will be obliged to prove to the Ordering Party that the proposed other subcontractor or contractor on their own fulfils them in a degree not lower than the subcontractor whose resources were specified by the contractor in the course of the proceeding for public order.
7. In accordance with Art. 7 clause 27 of APP, a subcontracting agreement must be understood as an agreement in a written form of paid character, concluded between the contractor and subcontractor and in case of orders for construction works, other than order in defence and security fields, also between the subcontractor and further subcontractor or between further subcontractors, pursuant to which the subcontractor or further subcontractor undertakes to conduct part of the order, respectively.
8. It is assumed that lack of indication in the order part which the contractor intends to entrust with a subcontractor signifies realization of the order by the contractor only.
9. **The Ordering Party informs that in the hereby proceeding the so-called reversed order of offer assessment shall be applied.** In accordance with Art. 139 (1) APP the Ordering Party shall first of all carry out audit and evaluation of offers and, subsequently, subjective qualification of the contractor whose offer will be assessed the highest in the scope of lack of grounds for exclusion and fulfilment of conditions for participation in the proceeding.
10. **In accordance with Art. 126 (1) of APP the Ordering Party shall demand from the contractor whose offer was assessed the highest the submission within a designated deadline not shorter than 10 days valid as per the date of submission of the subjective evidence:**
11. **confirming absence of grounds for exclusion:**
    1. information from the National Criminal Records in the scope of:
12. Art. 108 (1) (1) and (2) of APP,
13. Art. 108 (1) (4) of APP concerning adjudicating the ban on participation in public tender proceedings by virtue of preventive measure,

- issued not earlier than 6 months prior to submission.

* 1. statement of the Contractor in the scope of Art. 108 (1) (5) of APP concerning lack of affiliation in the same capital group in the meaning of the Act of 16 February 2007 on protection of competition and consumers (Journal of Laws from 2024, item 1616 dated: 2024.11.04) with another Contractor who submitted a separate offer, partial offer, or statement on affiliation in the same capital group with documents or information confirming offer, ~~partial offer~~ preparation independently from another contractor belonging to the same capital group.

*The Contractor may elaborate a statement in line with the template constituting* ***Appendix no. 8 to TOR.***

* 1. statement of the Contractor on the validity of information contained in the statement specified in Art. 125 (1) of APP in the scope of exclusion from the proceeding of those specified by the Ordering Party, as per:

1. Art. 108 (1) (3) of APP,
2. Art. 108 (1) (4) APP concerning adjudicating the ban on participation in public tender proceedings by virtue of the preventive measure,
3. art. 108 (1) (5) of APP concerning conclusion with other contractors of an understanding targeted at disrupting competition,
4. Art. 108 (1) (6) of APP.

*The Contractor may elaborate a statement in line with the template constituting* ***Appendix no. 9 to TOR.***

1. **Confirming fulfilment of conditions for participation in the proceeding:**
   1. **list of persons** directed by the Contractor to realize the public order, in particular, relevant persons responsible for the provision of services, quality control including information regarding their professional qualifications necessary to carry out the public order as well as the scope of actions conducted by him and the information on the right to use these persons.

*The Contractor may elaborate a list of persons in line with the template constituting* ***Appendix no. 2******to TOR.***

* 1. **list of services** carried out and, in case of recurring provisions or continuous provisions, in the period of the last 3 years prior to the expiry of the term for submission of offers, and if the period of economic activity was shorter - in that period, with an indication of the subject, dates of completion and entities for which services were performed or are performed and attaching the evidence specifying whether these services have been performed or are performed properly, whilst evidence specified above constitutes references or other documents elaborated by the entity for which the services were conducted and in case of recurring or continuous services - are still being performed; if the contractor, due to reasons independent from him, is unable to obtain such documents - contractor's declaration; in case of recurring or continuous services still performed references or other documents confirming their proper execution should be issued in the period of last 3 months;

*The Contractor may elaborate a list of services in line with the template constituting* ***Appendix no. 3******to TOR.***

1. If the contractor failed to submit the statement specified in Art. 125 (1) of APP, subjective evidence, other documents or declarations submitted in the proceeding (including powers of attorney) or in case they are incomplete or contain errors, the Ordering Party shall demand that the contractor supplements, corrects or submits them, as appropriate, within the designated timeframe, unless the offer of the contractor is subject to rejection on account of their submission, supplementation or correction or in case there are premises for the proceeding invalidation.

**XIV. Manner and term of offer submission**

1. The offer must be submitted on or before **28.02.2025** at 09.00
2. The offer must be submitted by means of the purchasing platform located at link indicated in part II current Terms of reference.
3. The offer must be elaborated in line with the requirements of part XIII of TOR.

**XV. Term of opening of offers**

1. Opening of offers will occur on **28.02.2025** at. **09.05.**
2. Information from opening of offers will be published on the website of the proceeding at <https://platformazakupowa.pl/pn/umb> in the section “Notifications” and it shall contain data specified in Art. 222 (5) of APP.
3. In case of failure of the tele information system causing lack of possibility of opening offers within the term specified by the Ordering Party, the opening of offers will occur immediately after failure removal.
4. The Ordering Party shall notify of the change in the term of opening offers on the website designated for the proceeding.
5. The Ordering Party does not envisage conduct of an open session from the opening of offers with participation of contractors or third parties or transmission of the session of opening of offers by means of any video, online transmission devices.
6. The Ordering Party shall, at latest prior to opening of offers, place information about the amount he intends to designate for financing of the order on the internet website designated for the proceeding.

**XVI. Manner of calculating the price**

1. The price must be indicated in EURO. The Ordering Party anticipates settlements with the contractor in foreign currencies - EURO.
2. The offered price ought to encompass full scope of the service specified in the hereby TOR and include all costs related to the conduct of the subject of order as well as all conditions, obstacles or circumstances which might impact the conduct of the subject of order.
3. For comparison of offers, the Ordering Party shall assume the gross price offer specified in the Offer Form.
4. The contractor undertakes to fill out the Offer Form **(Appendix no. 1 to TOR).**
5. The price offer must be indicated in EURO, in digits and in words, inclusive of VAT tax calculated in line with the binding regulations as per the date of offer submission. The entity submitting the offer is obliged to fill out the offer form, performing calculations according to the principles of accounting.
6. All prices specified in the Offer Form ought to be indicated in EURO with precision up to two decimal places.
7. The value added tax rate is established pursuant to the Act of 11 March 2004 on the value added tax (Journal of Laws from 2024, item 361 dated: 2024.03.13).
8. The contractor, when submitting his offer, shall define the following in the offer form:

* lump sum net remuneration for effective recruitment of one student,
* value added tax value,
* lump sum gross remuneration for effective recruitment of one student,
* gross offered price.

1. If an offer is submitted the selection of which would lead to the occurrence of the Ordering Party's fiscal obligation in accordance with the Act of 11 March 2004 on value added tax, for the purposes of applying the price criterion the Ordering Party shall add to the offered price, the value of the value added tax that he would be obliged to settle in accordance with these provisions. The Contractor, upon submitting the offer, is obliged to notify the Ordering Party whether the selection of his offer will lead to the raise of the Ordering Party’s fiscal obligation, indication of the name (type) of goods or services the delivery or provision of which will lead to such a raise, indication of the value of goods or services covered by fiscal obligation of the Ordering Party without stating the amount of tax and the value added tax rate which, in line with the contractor's knowledge will be applicable.

**XVII. Description of criteria of assessment of offers with an indication of weights of such criteria and manner of assessment of offers**

* + 1. After the selection of the most beneficial offer, the Ordering Party shall be guided by the following criteria:
  1. **Offered price - 60%**
  2. **Experience of the person allocated for order realization - 40%**

**where 1% = 1 point**

**Re 1.1. Evaluation of offers in the scope of “Offered price” criterion**

Point evaluation shall be performed in accordance with the following formula:

C min.

**WP (C)** = ---------- x 60 points

C of.

where:

C min.  - the lowest price among the assessed offers,

C of.  - price in the assessed offer.

The offer may obtain, in the scope of this criterion, a maximum of 60 points.

**Re 1.2 Evaluation of offers in the scope of the criterion for “Experience of the person directed for order realization”**

The offer will obtain the following number of points **WP (D)**:

* for the contractor having one person at disposal who in the period of the last 3 years prior to the expiry of the term for submission of offers participated in actions the result of which was referral to medical universities of at least 10 applications enabling effective recruitment of students by the university recruitment committees - 40 points;
* for lack of the above-specified person at disposal of the contractor - 0 points

The Ordering Party shall grant points on the basis of the description contained in the Offer Form’s table (**Appendix no. 1 to TOR**) entitled Experience of the person designated for order realization in the scope compliant with TOR.

The offer may obtain, in the scope of this criterion, a maximum of 40 points.

* + 1. The most beneficial offer shall be the offer which corresponds to all the requirements contained in TOR and, based on the criteria of assessment of offers, obtains the highest number of P points, calculated according to the following pattern:

**P = WP (C) + WP (D)**

* + 1. The Ordering Party shall assume the gross price for the comparison of offers.

**XVIII. Information on formalities to be fulfilled after selection of the offer for the purpose of conclusion of public order agreement**

* + 1. The Agreement on granting public order, taking into consideration Art. 577 of APP, shall be concluded by the Ordering Party within the term not shorter than 10 days from the date of submission of notification on the selection of the most beneficial offer should such a notification be submitted via electronic communication means or 15 days - in case the notification being sent in an alternative manner.
    2. The Ordering Party may conclude an agreement concerning public order prior to the expiry of the above-specified terms if within the proceeding on granting the public order only one offer was submitted.
    3. If the contractor whose offer was selected as the most beneficial refrains from conclusion of the agreement on public order or fails to submit the required Agreement performance guarantee, the Ordering Party may conduct re-assessment of the offers from months the remaining offers in the proceeding and select the most beneficial offer or invalidate the proceeding.
    4. The term and place of agreement conclusion shall be communicated by the Ordering Party to the selected contractor.

**XIX.** **Drafted contractual provisions concerning public order which shall be introduced into the public order agreement**

The drafted significant provisions for the Ordering Party shall be outlined in the draft agreement constituting an integral part of TOR - **Appendix no. 7 to TOR.** The contractor who presented the most beneficial offer shall be obliged to conclude the agreement in line with the attached agreement template. Submission of the offer is equivalent with full approval of the agreement by the contractor.

**XX. Caution concerning measures of legal protection to which the contractor is entitled**

* + 1. Legal protection means provided for in Chapter IX of the APP shall be granted to the contractor as well as to another entity should he have or had interest in obtaining a given order and should he have suffered or may suffer damages as a result of the Ordering Party breaching the provisions of the said act.
    2. Legal protection means with respect to the announcement of public order and specification of key order conditions shall also be granted to organizations entered on the list of organizations authorized to submit legal protection means maintained and announced by the President of the Public Procurement Office and the Ombudsman of Small and Medium Entrepreneurs.
    3. An appeal may be submitted solely against an action in breach of the provisions of the act, committed by the Ordering Party in the course of the proceeding for granting public order or in case of omission of the action to which the Ordering Party is obliged pursuant to the act in question.
    4. Detailed principles of submitting legal protection means and the proceeding conducted as a result of their submission are specified in Chapter IX of the APP.

**XXI. Information concerning collaterals of proper execution of contract**

Within the proceeding in question, the contractor shall not be obliged to submit proper agreement performance guarantee.

**XXII. Information Clause as per Art. 13 GDPR concerning processing of personal data for the purpose of applying for public order**

In accordance with Art. 13 par. 1 and 2 of the Regulation of European Parliament and Council (EU) 2016/679 from 27 April 2016 on protection of natural persons in relation to the processing of personal data and on the free flow of such data and repelling Directive 95/46/EC (general regulation on data protection) (Official Journal of the EU L 119 from 04.05.2016, p. 1) hereinafter referred to as “GDPR” please be informed that:

* the Controller of your personal data is the Medical University of Bialystok, ul. Jana Kilińskiego 1, 15-089 Białystok, NIP 542-021-17-17, REGON 000288604, represented by the Rector;
* Medical University of Bialystok has appointed the Data Protection Officer who may be contacted concerning personal data by sending information to the email address: iod@umb.edu.pl or through other contact details specified on the University websites.
* Your personal data shall be processed for the purpose related to the conduct of proceeding for granting public order pursuant to Art. 6 (1) (c) of GDPR (that is legal obligation with which the controller is burdened – Public Procurement Act),
* Recipients of your personal data may be persons or entities to whom the proceeding documentation shall be disclosed pursuant to Art. 18 (1) and Art. 74 of the Act of 11 September 2019 - Public Procurement Act (Journal of Laws from 2024, item 1320), hereinafter “APP”, persons applying for disclosure of public information, owner of the platform for publishing proceedings for granting public orders,
* Your personal data, on account of the transparency of the proceeding for granting public order, may be passed onto third countries,
* Your personal data shall be stored in accordance with Art. 78 (1) of APP for the period of 4 years from the date of completion of the proceeding for granting public order and if the duration of agreement exceeds 4 years, the period of storage shall encompass the period of duration of the agreement or a longer period in case of proceedings financed from the EU resources;
* obligation to indicate your personal data directly involving yourself is the statutory requirement specified in the provisions of APP related to the participation in the proceeding for granting public order; consequences of non-submission of specific data shall result from the APP;
* with respect to your personal data, decision shall not be undertaken in an automated manner specified in Art. 22 of GDPR;
* You are entitled to:
* on the basis of Art. 15 of GDPR, access personal data that concern you;
* on the basis of Art. 16 of GDPR, amend your personal data

*(the exercise of the right to amend data cannot breach the integrity of the protocol and its appendices),*

* on the basis of Art. 18 of GDPR, the right to demand from the data controller limiting the processing of personal data subject to cases specified in Art. 18 par. 2 of GDPR
* right to submit a complaint to the Chairman of the Personal Data Protection Office, Ul. Stawki 2, 00- 193 Warszawa, should you consider the processing of your personal data as breaching the provisions of GDPR.
* You are not entitled to:
* the right to remove personal data pursuant to Art. 17 (3) (b), (d) or (e) of GDPR;
* The right to transfer personal data as specified in Art. 20 of GDPR;
* The right to submit an objection to the processing of personal data on the basis of Art. 21 of GDPR since the legal basis for the processing of your personal data shall be Art. 6 (1) (c) of GDPR.

**XXIII. Other information**

* + 1. The Ordering Party shall not allow the possibility to submit partial offers.
    2. The Ordering Party shall not allow the possibility to submit variant offers.
    3. The Ordering Party does not envisage orders specified in Art. 214 (1) (7) of APP.
    4. The Ordering Party does not envisage the necessity to conduct site visits or verifications by him of documents necessary for the realization of the order, as specified in Art. 131 (2) of APP.
    5. The Ordering Party envisages settlements in EURO.
    6. The Ordering Party does not envisage the choice of the most beneficial offer with application of an electronic auction.
    7. The Ordering Party does not envisage reimbursement of costs related to participation in the proceeding.
    8. The Ordering Party does not envisage requirements in the scope of employment on the basis of employment contract in the circumstances specified in Art. 95 of the APP.
    9. The Ordering Party does not envisage requirements in the scope of employing persons specified in Art. 96 (2) (2) of the APP.
    10. The Ordering Party shall not reserve the possibility of applying for granting public order solely by contractors specified in Art. 94 of APP.
    11. The Ordering Party does not reserve the obligation of personal execution of key tasks by the contractor.
    12. The Ordering Party does not require either allowing the submission of offers in the form of electronic catalogues or attaching electronic catalogues to the offer in a situation specified in Art. 93.

**XXIV. Appendices to the Terms of Reference**

The following appendices shall constitute an integral part of the hereby TOR:

1. Offer Form – Appendix no. 1,
2. List of persons directed for order realization – Appendix no. 2,
3. List of services – Appendix no. 3,
4. Instruction on how to fill out ESPD – Appendix no. 4 – electronic version,
5. ESPD – Appendix no. 5,
6. Statement of the Contractor – Appendix no. 5a
7. Statement of the entity providing the resources – Appendix no. 5b
8. Commitment of the entity providing the resources – Appendix no. 6
9. Agreement Template – Appendix no. 7
10. Declaration of the Contractor on lack of affiliation or on affiliation with the same capital group – Appendix no. 8
11. Declaration on information validity – Appendix no. 9