

K1/35/2020

Warsaw, 24.07.2020

### Legal grounds

Public procurement procedure is conducted according to the following act: Act of 29 January 2004 – Public Procurement Law (Official Journal of 2019, item 1843, as amended), hereinafter referred to as „PPL“.

TERMS OF REFERENCE FOR:

### the delivery of projection welder for TO headers packaging

Common Procurement Vocabulary (CPV) 38540000-2

The public procurement procedure (contract award) is conducted as an open tender with the contract value exceeding the amount specified in provisions issued based on art. 11, para. 8 of PPL.

#### I. Name and address of Contracting Entity:

Łukasiewicz Research Network – Institute of Electron Technology

02-668 Warsaw, 32/46 Lotników Av.

website: <http://www.ite.waw.pl/en/about-the-institute/misja/>

#### II. Contract award procedure:

1. The procurement procedure is conducted as an open tender under Art. 39 et seq. of the PPL Act. The value of the contract covered by this procedure exceeds the threshold determined pursuant to Art. 11, paragraph 8 of PPL.
2. In this procurement procedure communication between the Employer and Contractors, in particular the submission of tenders and declarations, including the declaration submitted on the form a single document (European Single Procurement Document “ESPD”) shall be made using electronic means of communication.
3. In this proceeding, all declarations, applications, notifications and information shall be transmitted via the Purchasing Platform <https://platformazakupowa.pl/pn/ite>

#### III. Description of the subject-matter of the contract:

1. The subject-matter of the contract is **the delivery, installation, commissioning and testing of a brand new projection welder for TO headers packaging with the warranty and service support, documentation and training**, hereinafter referred to as “**the device**” to the Łukasiewicz Research Network – Institute of Electronic Technology of the Division of Silicon Microsystem and Nanostructure Technology located in Piaseczno at 5E Okulickiego Street.
2. The requirements and technical parameters of the subject-matter of the contract are specified in **Appendix 1 to the Terms of Reference (ToR)**.
3. The Contractor is required to provide the features of the device offered in order to identify it according to the Appendix 1 to the ToR.
4. The device offered shall comply with the detailed description of the subject-matter of the contract and meet the included requirements. Failure to meet at least one of the required parameters results in rejection of an offer pursuant to art. 89, para. 1 (2) of PPL.
5. If any markings or parameters indicating a specific manufacturer, specific product or trademarks, patents or origin have been used to describe the subject-matter of the contract,

the Contracting Entity allows the use of equivalent products, which means products with parameters not worse than those described in the subject-matter description.

6. If any standards, European technical assessments, approvals, technical specifications and technical reference systems have been used to describe the subject-matter of the contract, the Contracting Entity allows the solutions equivalent to those described.
7. The Contractor submitting an offer for equivalent products shall include a detailed description of the products offered, confirming the compliance with the terms of equivalence. The Contractor is in charge for indicating the equivalence of the offered subject of the contract.

#### **IV. Submitting partial and variant offers:**

1. The Contracting Entity does not allow the submission of a partial offer.
2. The Contracting Entity does not allow the submission of a variant offer.
3. The Contracting Entity does not provide for using an electronic auction.
4. The Contracting Entity does not provide for organizing a local vision.
5. The Contracting Entity does not provide for contracts referred to in art. 67 para. 1 (7) of PPL.

#### **V. Contract completion date:**

Contract completion date – maximum **up to 18 weeks** from the date of signing the Contract.

#### **VI. Criteria for participation in the procedure:**

1. Contractors who can apply for the contract shall:
  - 1) **not be excluded**
  - 2) **meet the conditions for participation in the procedure regarding:**
    - a) **competences or authorizations to conduct specific professional activities, provided that it results from separate provisions:**

The Contracting Entity does not impose any conditions in this regard
    - b) **economic or financial situation:**

The Contracting Entity does not impose any conditions in this regard
    - c) **technical or professional ability:**

To comply with this criterion, the Contracting Entity requires from the Contractor to confirm that in the last 3 years prior to the term for submission of tenders, and if Contractor's business activity period is shorter – in this shorter period, in the case of periodic or continuous benefits also currently provided, the Contractor has made at least 1 delivery of the resistance welder for microelectronics packaging with a minimum value of 500 000 PLN net.

*If the value of the delivery is expressed in a currency other than PLN, the contracting entity will convert it into PLN at the average exchange rate of the National Bank of Poland on the day on which the contract notice was published. If on the day of publication of the contract notice The National Bank of Poland will not publish a table of exchange rates, the Contracting Entity will take a conversion rate according to the last table of NBP exchange rates published before the date of the contract notice.*
2. The Contracting Entity will exclude the Contractor if the circumstances referred to in art. 24 para.1 point (12)-(23) of PPL arise
  - 1) The Contractor who has not confirmed compliance with the criteria for participation in the procedure or has not been invited to negotiate or submit preliminary offers or offers, or has not proved the absence of grounds for exclusion (art. 24, para. 1 point (12) of PPL);
  - 2) The Contractor being a natural person who has been convicted with a final verdict for an offense (art. 24, para. 1, point 13) of PPL:
    - a) referred to in art. 165a, art. 181–188, art. 189a, art. 218–221, art. 228–230a, art. 250a, art. 258 or art. 270–309 of the Act of 6 June 1997 – Criminal Code (Official

- Journal of 2018, item 1600) or art. 46 or art. 48 of the Act of 25 June 2010 on sport (Official Journal of 2018, item 1263 and 1669),
- b) constituting an act of terrorism referred to in art. 115 § 20 of the Act of 6 June 1997 – Criminal Code,
  - c) fiscal offense,
  - d) referred to in art. 9 or art. 10 of the Act of 15 June 2012 of the consequences of entrusting work to foreigners who are contrary to the provisions on the territory of the Republic of Poland (Official Journal, item 769);
- 3) The Contractor, whose member-in-office of the management or supervisory body, a partner in a general partnership or limited liability partnership, or a general partner in a limited partnership or limited joint-stock partnership, or a proxy has been lawfully convicted with a final verdict for an offense referred to in art. 24, para. 1, point 13 of the Public Procurement Law Act (art. 24, para. 1, point 14 of PPL);
  - 4) The Contractor who is/was subject of a final court judgment or final administrative decision on late payment of taxes, fees or social security or health insurance contributions, unless the contractor has paid taxes, fees or social security or health insurance contributions together with interest or fines or has concluded binding agreement on the repayment of these liabilities (art. 24, para.1, item 15 of PPL);
  - 5) The Contractor who intentionally or as a result of gross negligence misled the contracting entity when presenting the information that the Contractor is not subject to exclusion, meets the conditions for participation in the procedure or objective and non-discriminatory criteria, hereinafter referred to as “selection criteria”, or which concealed this information or is unable to provide the required documents (art. 24, para. 1, point 16 of PPL);
  - 6) The Contractor who, as a result of recklessness or negligence, provided information misleading the contracting entity that may have a significant impact on the decisions taken by the contracting entity in the contract award procedure (art. 24, para 1, point 17 of PPL);
  - 7) The Contractor who has unlawfully influenced or attempted to influence the contracting entity's activities or to obtain confidential information that may give the Contractor an advantage in the contract award procedure (art. 24, para 1, point 18 of PPL);
  - 8) The Contractor who participated in the preparation of the contract award procedure or whose employee performing work based on a mandate contract, specific work contract, agency contract or other contract for the provision of services, participated in the preparation of such procurement procedure, unless the distortion of competition caused by this may be eliminated otherwise than by excluding the contractor from participation in the contract award procedure (art. 24, para. 1, point 19 of PPL);
  - 9) The Contractor who has entered into an agreement with other contractors to distort competition between contractors in the contract award procedure, which the contracting entity is able to appropriately prove (art. 24, para. 1, point 20 of PPL);
  - 10) The Contractor who is a collective entity, against which the court has ruled out a prohibition to apply for public contracts on the basis of the Act of 28 October 2002 on the for acts prohibited under penalty (Official Journal of 2018, items 703 and 1277) – art. 24, para. 1, point 21 of PPL;
  - 11) The Contractor who has been ordered to prevent public procurement as a precautionary measure (art. 24, para. 1, point 22 of PPL);
  - 12) Contractors who belong to the same capital group as defined in the Act of 16 February 2007 on competition and consumer protection (Official Journal of 2018, items 798, 650, 1637 and 1669), submitted separate offers, partial offers or applications to participate in the procedure, unless they show that the connections existing between them do not lead to a distortion of competition in the contract award procedure (art. 24, para. 1, point 23 of PPL);
3. Additionally, the Contracting Entity will exclude the Contractor if the circumstances referred to in art. 24, para.5, point 1 of the PPL Act arise, i.e.: that is subject to open liquidation, in the

arrangement approved by the court in the restructuring proceedings provides satisfaction for the creditors by the liquidation of the contractor's assets or the court ordered the liquidation of its assets pursuant to art. 332, paragraph 1 of the Act of 15 May 2015 – Restructuring Law, or whose bankruptcy was declared, except for the contractor who after the declaration of bankruptcy has entered into an arrangement approved by a final court decision, if the arrangement does not provide for satisfaction of the creditors by the liquidation of the assets of the bankrupt, unless the court ordered the liquidation of the creditor's assets pursuant to art. 366, paragraph 1 of the Act of 28 February 2003 – Bankruptcy Law (art. 24, para. 5, point 1 of PPL);

4. Relying on the resources of other entities:

- 1) The Contractor may, to confirm meeting the criteria for participation in the contract award procedure, in relevant cases and with regard to the specific contract or its part, rely on technical or professional capacity or financial or economic standing of other entities, regardless of the legal nature of their legal relations.
- 2) The Contractor who relies on the capabilities or situation of other entities, must prove to the contracting entity that, when implementing the contract, the contractor will have the necessary resources of these entities, in particular by presenting the declaration of those entities to make available to the contractor the necessary resources for the purposes of the contract. The declaration shall be submitted with the offer. However, this entity is not obliged to implement the contract. The declaration form is in the Appendix 8 to the ToR.
- 3) To confirm whether the Contractor will have the resources of other entities to demonstrate compliance with the criteria necessary for the proper performance of the contract and to assess whether the relationship between the Contractor and these entities guarantees actual access to their resources, the Contracting Entity requires the submission of the following documents (e.g. declaration) ensuring:
  - scope of other entity's resources available to the contractor;
  - the way of using other entity's resources by the contractor when performing the public contract;
  - scope and period of participation of other entity in the performance of the public contract;

and if other entities, on the capabilities of which the contractor relies in relation to the criteria for participation in the procedure regarding education, professional qualifications or experience, will make their potential available in real way, i.e. they will ensure the participation of persons with appropriate qualifications to perform the configuration and installation services, to whom the indicated capacities relate

- 4) The contracting entity assesses whether the technical or professional capacity made available to the contractor by other entities, or their financial or economic situation, allow the contractor to confirm the compliance with the criteria for participation in the procedure and will examine whether there are grounds for exclusion referred to in art. 24, para. 1, points 13-22 and para. 5 points 1 of the PPL Act.
- 5) If the technical and professional capabilities referred to in previous point 1 do not confirm meeting the criteria for participation in the procurement procedure or any grounds for their exclusion arise, the contracting entity shall require that the contractor within the time limit specified by the contracting entity:
  - replace this entity with another entity or entities, or
  - bind itself to personally perform relevant part of the contract if the contractor presents technical or professional capabilities referred to in previous point 1.
- 6) The contractor, who refers to the resources of other entities, in order to and in the scope needed to demonstrate the absence of grounds for exclusion and compliance with criteria for participation in the procedure, also submits single documents regarding these entities, as well as the documents referred to in Section VII, point 2 (a)-(g) of these ToR, regarding these entities. European Single Procurement Document (ESPD) is to be submitted in electronic form and shall be signed by

a qualified electronic signature by a third party, and submitted by the Contractor applying for the contract.

5. Joint application for the contract:

- 1) The Contractors may jointly apply for the contract award. In case of joint application for the contract:
  - a) each of the contractors jointly applying for the contract is required to demonstrate the lack of grounds for exclusion;
  - b) The condition (criterion) specified in Section VI, point 1 (c) of this section will be met if it is satisfied by at least one of the contractors jointly applying for the contract;
  - c) European Single Procurement Document (ESPD) is to be submitted by each of the contractors jointly applying for the contract. European Single Procurement Document (ESPD) is to be submitted in electronic form and shall be signed by a qualified electronic signature by a third party, and submitted by the Contractor applying for the contract
- 2) The above documents confirm compliance with the criteria for participation in the procedure and the lack of grounds for exclusion to the extent that each of the contractors demonstrates to meet the criteria for participation in the procedure and lack of grounds for exclusion.
- 3) Contractors jointly applying for the contract appoint a representative to represent them in the public procurement procedure or to represent them in the procedure and to conclude the public procurement contract. The provisions regarding the contractor apply to the contractors jointly applying for the public procurement contract accordingly.

The power of attorney shall be issued in the form of an original electronic document accompanied by a qualified electronic signature of a person/persons authorized, in the light of registration documents, to represent the Contractor.
- 4) If the offer of Contractors jointly applying for the contract is selected, the Contracting Entity reserves the right to request prior to the conclusion of the public procurement contract, to submit a contract regulating the cooperation between these contractors.

6. Subcontractors:

- 1) The Contracting Entity requests the Contractor to indicate the part of the contract which it intends to entrust to subcontractors and to provide subcontractors' companies.
- 2) If the replacement or resignation from the subcontractor concerns the entity whose resources the Contractor relied on the principles set out in point 4 subpoint 4 to demonstrate compliance with the criteria for participation in the procedure, the Contractor is obliged to demonstrate to the contracting entity that the proposed other subcontractor or contractor itself satisfies them to a degree not less than the subcontractor whose resources the Contractor relied on during the contract award procedure.

7. European Single Procurement Document (ESPD):

- 1) To preliminary confirm that the criteria for participation in the procedure have been met and there are no grounds for exclusion, the contractor is required to submit a current statement as at the date of submitting the bids in the form of the European Single Procurement Document (ESPD) – Appendix 2 to the ToR. Detailed description of the preparation and forwarding the statement is contained in Section VIII, point 1 to the ToR.
- 2) The Contractor may issue ESPD using:
  - Appendix 2 to the ToR;
  - a form attached to the Commission Implementing Regulation (EU) 2016/7 of 5 January 2016 establishing a standard form for the Single European Procurement Document,
  - a tool provided by the European Commission at <https://espd.uzp.gov.pl/>

- 3) The Contracting Entity informs that in order to facilitate the completion of ESPD, the Public Procurement Office (hereinafter referred to as "PPO") has provided the "Instructions for completing the Single European Procurement Document" on the following website:  
[https://www.uzp.gov.pl/\\_\\_data/assets/pdf\\_file/0015/32415/Instrukcja-wypelniania-JEDZ-ESPD.pdf](https://www.uzp.gov.pl/__data/assets/pdf_file/0015/32415/Instrukcja-wypelniania-JEDZ-ESPD.pdf)
- 4) The Contractor fills in ESPD by creating an electronic document, using ESPD tools or other available tools or software that allows filling out ESPD form and creating an electronic document, in particular in one of the formats specified in Section VIII, para. 1 letter h).
- 5) After the contractor has created or generated ESPD in electronic form, the Contractor shall sign the above mentioned a document with a qualified electronic signature issued by a qualified trust service provider that is an entity providing certification services – an electronic signature that meets the security requirements set out in the Act of 5 September 2016 on trust services and electronic identification (consolidated text, (Official Journal 2019, item 162).
- 6) The requirement to submit the contract document (ESPD) applies to:
  - a) Contractors – who jointly apply for the contract – submitted by each of the Contractors,
  - b) Third parties – ESPD of a third party is submitted by the Contractor, if it relies on the resources of third parties to demonstrate compliance with the criteria for participation in the procedure:
    - ESPD shall be completed to the extent that the Contractor uses the resources of a third party,
    - ESPD shall also relate to the verification of the grounds for exclusion, it applies to both the situation where the third party will not be a subcontractor during the performance of the contract, and the otherwise,
  - c) European Single Procurement Document (ESPD) is to be submitted in electronic form and shall be signed by a qualified electronic signature by a third party, and submitted by the Contractor applying for the contract
- 7) In the single document the contractor may use still current information contained in another single document submitted in a separate contract award procedure.
- 8) If the contractor does not attach the required single document to the offer or the submitted single document is incomplete, contains errors or raises doubts, the contracting entity will call the contractor to supplement it or provide explanations, within the time limit indicated by the contracting entity.

8. Additional information:

- 1) If it is necessary to ensure the proper conduct of the contract award procedure, the Contracting Entity may at any stage of the procedure call upon contractors to submit all or some statements or documents confirming that they are not subject to exclusion, meet the criteria for participation, and if there are reasonable grounds to believe that the previously submitted statements or documents are no longer valid, submitting up-to-date statements or documents.
- 2) **Within 3 days** from the date of posting on the website the information referred to in art. 86, paragraph 5 of PPL, the Contractor provides the contracting entity with a statement of belonging or not belonging to the same capital group as referred to in art. 24, paragraph 1, point 23 of the PPL Act. Together with the submission of the statement, the contractor may provide evidence that the connections with another contractor do not lead to a distortion of competition in the procurement procedure. **DO NOT INCLUDE** the statement on the capital group in the offer.  
The statement referred to in paragraph 2, shall be made in the original, in electronic form with a qualified electronic signature by the person(s) authorized to represent the Contractor.

It is recommended to make the statement referred to in paragraph 2 in the original in the form of an electronic document or in an electronic copy of the statement certified as being true to the original, by e-mail to the e-mail address provided in the ToR or via [platformazakupowa.pl](http://platformazakupowa.pl) in the manner specified in the ToR.

In the case of Contractors jointly applying for the contract award, the statement referred to in paragraph 2 is submitted by each of the Contractors.

The statement form is in the Appendix 5 to the ToR.

- 3) Before awarding the contract, the contracting entity will call the contractor with the highest assessment to submit within a specified time limit, not shorter than 10 days, valid as at the date of submitting, statements or documents confirming the circumstances referred to in art. 25, paragraph 1 of PPL.
- 4) Pursuant to art. 24aa of PPL, the contracting entity will first assess the offers and then check whether the contractor whose bid has been assessed as the most favorable is not subject to exclusion and meets the criteria for participation in procedure based on the attached statements.

## **VII. List of statements and documents:**

### **1. In order to confirm compliance with the criteria for participation in the procurement procedure the contractor is obligated to submit the following – at the written request of Contracting Entity:**

**List of performed deliveries**, in the case of periodic or continuous benefits also currently provided, during the last 3 years before the expiry of the time limit for the submission of bids, and if the period of conducting business is shorter – during this period, performed at least 1 delivery of the resistance welder for microelectronics packaging together with its value, product, date of performance and the entity for whom the delivery was made, and attaching evidence specifying whether this delivery was made properly (those evidences are references or other documents issued by the entity for which the delivery was performed) and in the case of periodic or continuous benefits also currently provided, if, for a justified reason of an objective nature, the contractor is unable to obtain these documents – a statement by the contractor, in the case of periodic or continuous benefits, references or other documents confirming their proper performance should be issued not earlier than 3 months prior to the term for submission of tenders

According to the Appendix 4 to this ToR.

### **2. In order to prove lack of grounds for exclusion, the contractor is obligated to submit the following – at the written request of Contracting Entity:**

- a) information from the National Criminal Register (polish Krajowy Rejestr Karny) in the scope specified in art. 24, paragraph 1, item 13, 14 and 21 of PPL, issued not earlier than 6 months before the submission deadline, Note: The documents referred to in this point apply to the members-in-office of the management body, members-in-office of the supervisory body, partners in a general partnership or partnership, general partners in a limited partnership and a limited joint-stock partnership, representatives and a collective entity,
- b) an excerpt from the relevant register or from the central register and information on business activity, if separate provisions require an entry in the register, to confirm the absence of grounds for exclusion pursuant to art. 24, para. 5, item 1 of the Act. If the register is publicly available, it is not required to submit this document.
- c) a statement that the contractor was not or is not subject of any final court judgment or final administrative decision regarding late payment of taxes, fees or social security or health insurance contributions, or – in the case of such a judgment or decision – documents confirming the payment of these debts together with any interest or fines or concluding a binding agreement on the repayment of these debts,
- d) a declaration of not being subject to a decision of a ban on competing for public contracts as a precautionary measure,

### **3. If the contractor has its registered office or place of residence outside the territory of the Republic of Poland, instead of the documents referred to in point 2 letter a) and b), the contractor submits**

**a document or documents issued in the country in which the Contractor has its registered office or place of residence:**

- a) information from the relevant register or, in the absence of such a register, another equivalent document issued by the competent judicial or administrative authority of the country in which the Contractor has its registered office or place of residence or in which person to whom the information or document relates has its place of residence, to the extent specified in art. 24, paragraph 1 (13), (14), (21) of the Public Procurement Law;
- b) a document or documents issued in the country in which the Contractor has its registered office or place of residence confirming that its liquidation has not been opened or bankruptcy has not been declared, issued not earlier than 6 months before the deadline for submission of bids.

**4. If in the country where the Contractor has its registered office or place of residence or the person to whom the document relates has its place of residence the documents referred to above are not issued, they are replaced by a document containing the Contractor's statement, indicating the person or persons authorized to represent it or a statement of the person to whom the document was relates, made before a notary public or before a judicial, administrative or professional or economic self-government body competent for the registered office or place of residence of the contractor or the place of residence of that person.**

- 1) The document referred to in point 3 letter a) and b) should be issued no earlier than 6 months before the submission deadline.
- 2) Contractor having its registered office in Poland in relation to a person residing outside the territory of Poland, to whom relates the document referred to in point 2 (a) above, submits the document referred to in point 3 (a) to the extent specified in art. 24, paragraph 1 (14) and (21) of PPL. If in the country in which resides the person to whom the document was supposed to relate, such documents are not issued, it is replaced by a document containing a statement of that person made before a notary public or before a judicial, administrative or professional or economic self-government body competent for the place that person's residence.
- 3) The contractor relies on the capabilities or standing of other entities on the terms set forth in art. 22a of PPL, the Contractor submits with respect to these entities the documents listed in point 2 (a) - (d). The documents indicated in this point are submitted by the Contractor whose bid was highest rated at the request of the Contracting Entity.

**VIII. Information on communication between the contracting entity and contractors and the provision of declarations or documents, as well as an appointment of the contact persons:**

1. General information:

- a) The procedure is conducted in Polish and English. All statements and notifications will be made in Polish or English. The Contract will be made in Polish and English. The Contracting Entity conducts proceedings in two languages in accordance with art. 9 paragraph 4 of the Public Procurement Law, due to the possibility of expanding the group of contractors and due to the specialized subject of the contract.
- b) The communication between the Contracting Entity and the Contractors, in particular, submission of bids and declarations and statement, including the statement in the Single European Procurement Document, is carried out using electronic means of communication within the meaning of the Act of 18 July 2002 on the provision of electronic services (Official Journal Of 2017, item 1219 and of 2018, item 650, as amended).
- c) In the procurement procedure, communication between the Contracting Entity and the Contractors is carried out using commerce platform: <https://platformazakupowa.pl/pn/ite> and electronic mail: [michal.urbanski@ite.lukasiewicz.gov.pl](mailto:michal.urbanski@ite.lukasiewicz.gov.pl) , including that the offer together with attachments (as well as a statement about the change or withdrawal of the offer) can only be submitted via above mentioned platform and via the "Send message" form on the page



of the proceedings. After completing the Offer submission form and loading all required attachments, click "Go to the summary" button. The Contracting Entity indicates the rules for Contractors of the abovementioned platforms [https://drive.google.com/file/d/1ZK5Jg\\_eWiBJKY6PMvyoncMOaL05YpVm7/view](https://drive.google.com/file/d/1ZK5Jg_eWiBJKY6PMvyoncMOaL05YpVm7/view) and the regulations of the platform <https://platformazakupowa.pl/strona/1-regulamin>

- d) The offer submitted electronically must be signed by a qualified electronic signature. In the process of submitting an offer via the platform, the Contractor should sign the offer document, sent via the Platform. Signing on the platform at the summary stage is optional.
- e) The date of submitting the offer is the date of its submission in the system (platform) in the second step of submitting the offer by clicking the "Place an offer" button and displays the message that the offer has been encrypted and submitted.
- f) Detailed instructions for Contractors regarding submitting, changing and withdrawing the offer is available on the website at: [https://docs.google.com/document/d/13RlnCzQQ9dpWCuE4iwP6BwjI\\_UZXEd2Ei7NZ5h3bL-E/edit](https://docs.google.com/document/d/13RlnCzQQ9dpWCuE4iwP6BwjI_UZXEd2Ei7NZ5h3bL-E/edit)
- g) The maximum size of files sent via forms dedicated for: submitting, changing, withdrawing an offer or application and for communication is 100 MB for each attached file.
- h) The offer and other statements and documents submitted by the Contractor in the procedure should be made in electronic form in one of the following data formats: .txt .pdf, .doc, .docx, .rtf, .xps, .odt.
- i) The offer (bid), ESPD, powers of attorney should be submitted electronically, signed with a qualified electronic signature.
- j) The offer should be drawn up and submitted in Polish or English. Documents submitted in languages other than Polish or English shall be accompanied by translations. If the Contractor indicates that any statements or documents in electronic form are available at specified Internet addresses of publicly available and free databases, the Contracting Entity may request the Contractor to provide a Polish or English translation of the statements or documents downloaded.
- k) The Contractor may use the Electronic tool to complete ESPD (ESPD tool) or other available tools or software that allow the Contractor to complete ESPD and create an electronic document, in particular in one of the above mentioned formats. Direct access to ESPD at <https://espd.uzp.gov.pl/> If the above page of the European Commission has expired, the form of ESPD attached to this ToR shall be used.
- l) If the original of the document or declaration or statement referred to in art. 25, paragraph 1 of PPL, or other documents or statements submitted in the procurement procedure, were not drawn up in the form of an electronic document, the contractor may prepare and provide an electronic copy of the document or statement held.
- m) In case of providing an electronic form of a document or declaration or statement by the contractor, a qualified electronic signature placed by the contractor or by the entity on whose abilities or standing the contractor relies on the principles set out in Article 22a of the Act, or by a subcontractor, is tantamount to certification of being a true copy of an electronic copy of the document or declaration or statement.
- n) The certification of being a true copy shall be made by the contractor, entity on whose abilities or standing the contractor relies, contractors jointly applying for the public contract award or subcontractor, accordingly, in the scope of documents that apply to each of them.
- o) Before the deadline for submitting offers, the Contractor may change or withdraw the offer (bid) via [platformazakupowa.pl](https://platformazakupowa.pl). The method of change and withdrawal of offers has

been described in the User Manual available at [https://docs.google.com/document/d/13RlnCzQQ9dpWCuE4iwP6BwjI\\_UZXEd2Ei7NZ5h3bL-E/edit](https://docs.google.com/document/d/13RlnCzQQ9dpWCuE4iwP6BwjI_UZXEd2Ei7NZ5h3bL-E/edit)

- p) After the deadline for submission of bids, the contractor cannot effectively change or withdraw the submitted offer.
  - q) All information constituting a trade secret within the meaning of the Act of 16 April 1993 on combating unfair competition, which the Contractor reserves as a trade secret, should be submitted on platform in the form and specified place to attach part of the offer which is the trade secret.
2. Communication between the Contracting Entity and Contractors (not applicable to the submission of bids)
- 1) In the procurement procedure, communication between the Contracting Entity and the Contractors, in particular, submitting declarations, statement, applications (other than those indicated in point 1), notifications and transmitting information shall be done electronically via [paltformazakupowa.pl](http://paltformazakupowa.pl) (hereinafter called as Platform) on the web site [platformazakupowa.pl/pn/ite](http://platformazakupowa.pl/pn/ite) and "Send message" form or via electronic mail. In all correspondence related to this procedure, the Contracting Entity and Contractors shall use the contract notice number (TED) or procedure identification number attributed by the Contracting Entity.
  - 2) The Contracting Entity designates the following persons to contact with Contractors: Mr Michał Urbański , email: [michal.urbanski@ite.lukasiewicz.gov.pl](mailto:michal.urbanski@ite.lukasiewicz.gov.pl)
  - 3) The Contracting Entity will provide Contractors with electronic information via the Platform. Information regarding the answers to the questions, changing terms of reference, changing the deadline for submitting and opening the tenders will be placed by the Contracting Entity on the platform in the "Messages" section. The correspondence, which according to the applicable regulations, is addressed to a specific Contractor, will be forwarded electronically via the Platform to a specific Contractor.
  - 4) Electronic document, statements or their electronic copies are to be submitted by the Contractor via Platform using *Send message* button as appendices. The Contractor also allows submitting electronic documents, statements or their electronic copies by electronic mail to the e-mail address indicated in point 2 above. The way of preparing electronic documents, statements or their electronic copies shall comply with the requirements set out in the Regulation of the Prime Minister of 27 June 2017 *on the use of electronic means of communication in public procurement procedure and the sharing and storage of electronic documents* and the Regulation of the Minister of Development of 26 July 2016 *on the types of documents that the contracting entity may request from the contractor in the procurement procedure*.
  - 5) The Contractor, by entering this public procurement procedure:
    - accepts the terms of use of the Purchasing Platform specified in the Regulations posted on the website at the "Regulations" tab and considers it binding,

- he has read and applies to the Instruction for the submission of offers / applications available at [https://docs.google.com/document/d/13RlnCzQQ9dpWCuE4iwP6BwjI\\_UZXEd2Ei7NZ5h3bL-E/edit](https://docs.google.com/document/d/13RlnCzQQ9dpWCuE4iwP6BwjI_UZXEd2Ei7NZ5h3bL-E/edit)

- 6) The Contracting Entity informs that the instructions for using the Purchasing Platform especially regarding logging in, submitting application to clarify the content of the Terms of Reference, submitting offers and other activities undertaken in this proceeding using the Purchasing Platform can be found in the "Instructions for Contractors" tab on the website at [https://docs.google.com/document/d/13RlnCzQQ9dpWCuE4iwP6BwjI\\_UZXEd2Ei7NZ5h3bL-E/edit](https://docs.google.com/document/d/13RlnCzQQ9dpWCuE4iwP6BwjI_UZXEd2Ei7NZ5h3bL-E/edit)

**IX. Bid security requirements:** is not required

**X. Offer validity:**

The offer is valid for: 60 days from the date of submission of tenders. The Contractor at its own discretion or at the request of the Contracting Entity may extend the offer validity period, provided that the Contracting Entity may only once, at least 3 days before the offer validity expiry, request the Contractors to agree to extend this deadline for a specified period, however not longer than 60 days.

**XI. Description of offer preparation:**

1. The offer (bid form in accordance with Appendix 3 to the ToR), together with the attached documents, declarations and statements shall be made under pain of nullity **in electronic form**, in the following data format: txt, .pdf, .doc, .docx, .rtf, .xps, .odt.
2. The offer (bid) shall include in particular:
  - a) the exact name and address of the Contractor,
  - b) date of the offer,
  - c) price – allows presenting the price in one of the indicated currencies: PLN, EUR, USD, GBP. In the case of submission of the tenders in EUR, USD or GBP, for comparison the tenders, the price will be exchanged to Polish zlotys PLN according to selling exchange rate of the National Bank of Poland dated on the day before of opening of the tenders.
3. The offer should also include:
  - a) completed and signed with a qualified electronic signature:
    - Appendix 1 to the ToR – detailed description of the subject-matter of the contract,
    - Appendix No 2 to the ToR – ESPD,
    - Confirmation of the bid security payment,
    - evidence referred to in art. 24, paragraph 8 of PPL to prove that despite the existence of grounds for exclusion listed in art. 24, paragraph 1 (13) and (14 ) and (16)-(20) and paragraph 5 (1) of PPL, the measures taken by the contractor are sufficient to demonstrate its reliability (*if applicable*);
    - evidence to have the necessary resources of other entities when the Contractor relies on their capabilities or standing during the contract performance (*if applicable*)
    - power of attorney of the plenipotentiary to represent Contractors jointly applying for contract award signed by qualified electronic signatures, so called syndicated power of attorney under art. 23 of PPL (*if applicable*);
4. The offer and appendices shall be made in Polish or English. The documents making up the offer prepared in a language other than Polish or English should be submitted together with

a translation into Polish or English, together with the statement by the contractor in both versions with a qualified electronic signature.

In case of doubt, it is considered that the Polish or English version of the translation is binding.

5. The offer and appendices shall be signed by a person authorized to represent the Contractor. The authorization to sign the offer shall be attached to the offer if it does not result from other documents attached by the contractor.
6. If the person/persons signing the offer act(s) on the basis of a power of attorney, the power of attorney must clearly indicate the right to sign the offer.  
The power of attorney shall be issued in the form of an original electronic document accompanied by a qualified electronic signature of a person/persons authorized, to represent the Contractor.
7. The contractor may submit only one offer.
8. The Contracting Entity does not provide for reimbursement of the costs of submitting the offer.
9. The offer and all documents, statements, declarations and certificates submitted in the course of the procedure are public and subject to disclosure in accordance with art. 96, paragraph 3, PPL, except for information being a trade secret within the meaning of the Act of 16 April 1993 on combating unfair competition (Official Journal of 2003, No. 153, item 1503, as amended).
10. The principle of disclosure referred to in point 9 applies to all personal data, except for the data referred to in art. 9, para. 1 of Regulation (EU) 2016/679 of the European Parliament and of the Council collected in the course of the public procurement procedure.
11. From the day of completion of the contract award procedure, if the request referred to in art. 18, para. 1 of Regulation (EU) 2016/679 of the European Parliament and of the Council will limit the processing of personal data contained in the report and appendices thereto, the contracting entity does not provide this data contained in the report and in appendices thereto, unless the conditions referred to in art. 18, para. 2 of Regulation 2016/679 arise.

#### **XII. Place and date of opening offers:**

1. The offer should be submitted in accordance with the requirements described in Section VIII no later than **02.09.2020** by **10.00**. via the purchasing platform indicated in the documentation.
2. Offers will be opened on **02.09.2020** at **10.15** via platformazakupowa.pl in the registered office of the Contracting Entity in Warsaw, 32/46 Lotników Avenue in building VI, room no 214.
3. The Contractor shall bear the consequences of incorrect submission of the offer or its incorrect marking.
4. Immediately after opening the offers, the Contracting Entity will make available on platformazakupowa.pl in the Messages section on the proceedings website information on:
  - amount the Contracting Entity intends to spend on the contract;
  - companies and addresses of Contractors who submitted offers on time;
  - price, contract completion date, warranty period and payment terms contained in the offers.

#### **XIII. Price calculation:**

1. The gross price of the offer given in PLN/EUR/USD/GBP must include all costs that the contractor must bear in order to lawfully implement the subject of the contract specified in these ToR, including:
  - a) the price of the device (machine) described in point III of the ToR,
  - b) installation,
  - c) commissioning,
  - d) device testing,
  - e) transport, unloading and foundation,
  - f) delivery conditions: organization and costs of loading, transport to the place indicated by the Contracting Entity, insurance of delivery and any customs fees are the responsibility of the Contractor along with the risk of loss or damage to the subject of the contract and obligation to unload and install the device (and any risk associated with it),
  - g) warranty period,

- h) post-warranty period and technical support,
  - i) training,
  - j) other services as far as they are necessary to perform the subject of the contract.
2. The offer price must also include all applicable fees, in particular taxes and any other possible charges.
  3. The contractor must provide the offer price in accordance with the offer form, i.e. divided into net price, VAT and gross price.
  4. If the contractor makes an offer, the choice of which would lead to taxation in accordance with the provisions on value added tax, the contracting entity, in order to assess such an offer, adds to the price presented in the offer the value added tax which the contracting entity would be obliged to settle in accordance with these provisions.
  5. The Contractor, by submitting an offer, informs the contracting entity whether the selection of the offer will lead to a tax obligation for the contracting entity, indicating the name (type) of goods or services whose delivery or provision will lead to this obligation and indicating their value without tax.

**XIV. Selection criteria, their weights and method of offer assessment:**

The most advantageous offer will be the one with the best balance of points in the following criterion:

- Price Weight: 100%

**Price criterion:** the number of points obtained in the price criterion will be calculated according to the formula:

$$P_n = (C_{\min} / C_n) \times 100$$

where:

- $P_n$  - number of points obtained in the price criterion
- $C_{\min}$  - the lowest price of the received offers
- $C_n$  - the price of the assessed offer.

In the price criterion: one can get a maximum of 100 points.

**XV. Information on formalities to be completed after selecting the offer in order to conclude the public procurement contract:**

The Contract with the Contractor whose offer is selected will be signed in accordance with art. 94 of PPL.

**XVI. A proposal of Contract is in the Appendix 9 to the ToR.**

The Contracting Entity allows the possibility of changing the contract in accordance with art. 144 of the PPL, including statutory cases and cases specified in the contract.

**XVII. Requirements for the proper contract performance:** The contracting entity does not require any performance guarantee.

**XVIII. Procedure for providing explanations about the ToR:**

1. The Contractor may request the Contracting Entity to clarify the content of the ToR.
2. Questions should be directed to the Contracting Entity's address in accordance with the form specified in Section VIII of the ToR.
3. If the request for clarification of the ToR content is received by the Contracting Entity no later than by the end of the day on which half of the deadline for submitting offers expires, the Contracting Entity shall provide explanations immediately, but not later than 6 days before the

deadline for submitting offers. Otherwise or if the request relates to the explanations given, the Contracting Entity may provide explanations or leave the application without consideration. The Contracting Entity will post explanations on the website on which the ToR was made available.

**XIX. Information about legal protection measures available to the contractor:**

1. Contractors are entitled to legal protection measures contained in Section VI of PPL (access to the above information at [www.uzp.gov.pl/en](http://www.uzp.gov.pl/en)).
2. Before the deadline for submission of tenders, legal protection measures are also available to organizations that associate Contractors entered into the list of organizations authorized to bring legal protection measures, kept by the President of the Office, against actions taken by the Contracting Entity.
3. An appeal shall only be admissible against actions non-compliant with the Act, performed by the contracting entity in the course of contract award procedure or against failure to act which the contracting entity is bound to perform under this Act.
4. An appeal shall be lodged within 10 days from the date of sending information about the Contracting Entity's actions constituting the basis for its lodging – if it was sent in the manner specified in art. 180 paragraph 5 second sentence of PPL or within 15 days – if it was sent in any other manner.
5. The appellant sends a copy of the appeal to the contracting entity before the deadline for lodging the appeal in such a way that contracting entity can read the content of the appeal before the deadline.
6. The appeal should indicate the contracting entity's action or failure to act which is challenged as non-compliant with the Act, contain a brief summary of the charges, define the demand and indicate the factual and legal circumstances which justify the lodging of the appeal.
7. The parties and participants of the appeal procedure may complain to the court against the National Chamber of Commerce's ruling.
8. The complaint should be lodged with the district court competent for the seat of the Contracting Entity.
9. The complaint should be lodged through the President of the Chamber within 7 days of the day, on which the Chamber's ruling was submitted, dispatching simultaneously its copy to the complaint's opponent. Submitting the complaint in a postal facility shall be considered as lodging thereof.

**XX. The advance payment**

The contracting entity provides for the advance payment on the following terms (detailed rules in the Contract proposal):

- 1) The Contracting Entity provides the Contractor with an advance payment in the amount of 40% of the gross value of the contract.
- 2) The advance payment will be granted within 30 days based on the VAT invoice and after the submission of the original advance payment security by the Contractor for the amount of the advance.
- 3) The security is to cover a period from at least the date of submission of the VAT invoice until the end of the contract period.
- 4) The advance is counted towards the Contractor's remuneration.
- 5) The advance security may be lodged **only in the form of a bank guarantee** or an insurance guarantee payable on "first demand".
- 6) Advance payment security document is returned by the Contracting Entity after paying the Contractor the remaining remuneration.

- 7) The contractor is obliged to ensure the advance payment security to be valid and enforceable until the end of the contract.
- 8) If in the conditions of the advance payment security provided by the Contractor the expiry date is given and the Contractor fails to extend the advance security at least 3 working days before that date, the Contracting Entity shall be entitled to implement the security and from the funds obtained to establish the advance security. This type of security shall be kept by the Contracting Entity on the interest-bearing bank account and returned within 14 business days after the final settlement of the advance payment together with interest resulting from the bank account agreement on which it was stored, reduced by the cost of maintaining this account and the bank commission for transferring money to the contractor's bank account.
- 9) If the contract is terminated, the Contracting Entity shall use the security in such a way that the security amount is taken.

**XXI. Other:**

1. For matters not regulated in the ToR, the provisions of PPL apply.
2. To natural persons:

In accordance with art. 13, para. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on data protection) (Official Journal of the EU L 119 of 04/05/2016, p. 1), hereinafter "GDPR", I inform you that:

- the personal data controller is the Contracting Entity (*contact details above*);
- contact with the personal data protection officer: [iod@ite.waw.pl](mailto:iod@ite.waw.pl)
- personal data will be processed on the basis of art. 6, para. 1 (c) and (f) of GDPR for the purpose related to public procurement procedure;
- persons or entities to whom documentation of procedure will be made available based on art. 8, 8a and art. 96, para. 3, 3a and 3b of PPL will be recipients of personal data;
- personal data will be stored in accordance with art. 97 paragraph 1, 1a and 1b of PPL for a period of 4 years from the date of termination of the contract award procedure, and if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract;
- the obligation to provide personal data directly related to you is a statutory requirement specified in the provisions of PPL related to participation in the public procurement procedure; the consequences of not providing specific data result from PPL;
- scope of data processing: name and surname;
- with regard to your personal data, decisions will not be taken in an automated manner according to art. 22 of GDPR;
- you have the right to:
  - based on art. 15 of GDPR, the right to access your personal data regarding your person. In the event when the performance of the obligations referred to in art. 15 of GDPR requires a disproportionate effort, the Contracting Entity may request from the person who is subject to the data, to provide additional information aimed at specifying the request, in particular providing the name or date of the procedure for the award of a public contract or competition;
  - based on art. 16 of GDPR, the right to rectify your personal data\*;

- based on art. 18 GDPR, the right to request the controller to limit the processing of personal data, subject to the cases referred to in art. 18, para. 2 of GDPR\*\* Contractor's request referred to in art. 18 of GDPR does not limit the processing of personal data until the end of the public procurement procedure or competition;
- the right to lodge a complaint to the President of the Office for Personal Data Protection, if you think that the processing of your personal data violates the provisions of the GDPR;
- you are not entitled to:
  - under art. 17, para. 3 (b), (d) or (e) of GDPR the right to delete personal data;
  - the right to transfer personal data referred to in art. 20 of GDPR;
  - based on art. 21 of GDPR, the right to object to the processing of personal data, because the legal basis for the processing of your personal data is art. 6, para. 1 (c) of GDPR.

*\* The exercise of the right to rectification may not result in a change in the outcome of the procedure for the award of a public contract or a change in the provisions of the contract to a non-compliant extent with the Public Procurement Law and may not violate the integrity of the report and its appendices – reservation under art. 8a, paragraph 3 of PPL.*

*\*\* The right to limit processing does not apply to storage, in order to ensure the use of legal protection measures or to protect the rights of another natural or legal person, or due to important reasons of public interest of the European Union or a Member State – reservation under art. 8A, paragraph 4 of PPL.*

#### **Appendices:**

- 1) Appendix 1 - Requirements and technical parameters of the subject-matter of the contract.
- 2) Appendix 2 - European Single Procurement Document (ESPD) – model.
- 3) Appendix 3 - Bid Form – model.
- 4) Appendix 4 - List of provided deliveries – model.
- 5) Appendix 5 - Statement of belonging to a capital group – model.
- 6) Appendix 6 - A statement that the contractor is/was not subject to a final court judgment or final administrative decision regarding late payment of taxes, fees or social security or health insurance contributions.
- 7) Appendix 7 - Statement on the absence of a decision prohibiting competing for public procurement as a precautionary measure.
- 8) Appendix 8 - Declaration of another entity to make available to the contractor the resources necessary to perform the contract – model.
- 9) Appendix 9 – Proposal of the Contract



Contractor:

.....  
 .....

**Requirements and technical parameters of the projection welder for TO headers packaging.**

No.	Parameter	Requirement	To be completed by Bidder *
1.	Type		Specify
2.	Manufacturer		Specify
3.	Country of origin		Specify
4.	Year of manufacturing	2020/2021	Confirm
5.	Main application	Projection welder for hermetic TO headers packaging.	Confirm
6.	Basic technical requirements	6.1. Manual operations mode	Confirm
		6.2. Projection welder suitable for TO headers in range between TO18 - TO3 or more.	Confirm
		6.3. Real time process parameters monitoring. Measurement of parameters: <ul style="list-style-type: none"> <li>- force</li> <li>- displacement</li> <li>- current</li> <li>- voltage</li> <li>- time</li> </ul>	Confirm
		6.4. Voltage supply: 230V	Confirm
		6.5. Throughput: not less than 10 cycles/hour	Confirm
7.	Weld head	Force range adjustable in range between 550-1700N or more.	Confirm
8.	Cover	8.1. The welder exhaust system to be connected to the laboratory exhaust system (outer diameter Ø250mm)	Confirm
		8.2. Guarding made of plastic e.g. polycarbonate, makrolon	Confirm
9.	Welding under process Gass atmosphere	9.1. Possibility of carrying out welding under process gas atmosphere (e.g. nitrogen, argon).	Confirm
		9.2. Process stages of welding under the process gas atmosphere: pumping out the air from process chamber, filing the chamber with inner gas, welding.	Confirm

10.	Safety	The welding process initiated by pressing two separated buttons in the same time	Confirm
11.	Tools	11.1. Set of electrodes (top and bottom) for TO-39, suitable for welding under the process gas atmosphere	Confirm
		11.2. Set of electrodes (top and bottom) for TO-18, suitable for welding under the process gas atmosphere	Confirm
		11.3. Set of electrodes (top and bottom) for TO-3, suitable for welding under the process gas atmosphere	Confirm
		11.4. Flatness and alignment control tool set	Confirm
		11.5. Pressure indicating film	Confirm
12.	Technologia	12.1. Recipe of welding of TO-39 headers.	Confirm
		12.2. Documentation enabling the manufacture of tools (electrodes) by Contracting Entity	Confirm
13.	Acceptance test	13.1. TO-39 welding (50 pcs), In factory and on installation site 13.2. TO-18 welding (50 pcs), In factory and on installation site 13.3. TO-3 welding (50 pcs), In factory and on installation site 13.4. Test of helium fine leak – 10 pcs of each (TO-39, TO-18, TO-3). All results better than $3 \times 10^{-9}$ atm-cc/sec – in factory  TO headers provided by Contracting Entity	Confirm
14.	Installation and training	14.1. Delivery to the Łukasiewicz - ITE laboratory in Piaseczno and assembly onsite	Confirm
		14.2. Training – 2 day after installation, onsite	Confirm
15.	Manual, documentation and software	in Polish or English	Confirm
16.	Spare parts availability	Ensured within 10 years from the date of signing the acceptance protocol	Confirm
17.	Service requirements	17.1. Service response ensured within a maximum of 24h, service onsite maximum within 120 hours from reporting the failure of the tool	Confirm
		17.2. Remote (via internet) maintenance and application support capability	Confirm
18.	Technical support	Ensured within 10 years from the date of signing the acceptance protocol	Confirm
19.	Warranty period	At least 12 months warranty	Specify
20.	Post-warranty service	Ensured within 10 years from the date of signing the acceptance protocol	Confirm

.....  
signature of the person/persons authorized  
to represent the Contractor

**STANDARD FORM FOR THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)****Part 1: Information concerning the procurement procedure and the contracting authority or contracting entity**

*For procurement procedures in which a call for competition has been published in the Official Journal of the European Union (OJEU), the information required under Part 1 will be automatically retrieved, provided that the electronic ESPD<sup>1</sup> service is used to generate and fill in the ESPD.*

Reference of the relevant notice<sup>2</sup>, published in the Official Journal of the European Union:

OJEU S number[], date [], page[],

Notice number in the Official Journal(OJ) S: [ ][ ][ ][ ]/S [ ][ ][ ]-[ ][ ][ ][ ][ ][ ]

If there is no call for competition in OJ, the contracting authority or contracting entity must fill in the information allowing the procurement procedure to be unequivocally identified.

In case the publication of a notice in the Official Journal of the European Union is not required, please give other information allowing the procurement procedure to be unequivocally identified (e.g reference of a publication at a national level): [.....]

**INFORMATION ABOUT THE PUBLIC PROCUREMENT PROCEDURE**

The information required under Part I will be automatically retrieved, provided that the above-mentioned electronic ESPD-service is used to generate and fill in the ESPD. If not, this information must be filled in by the contractor.

<b>Identity of the Contracting Entity<sup>3</sup></b>	Answer:
Name:	Łukasiewicz Research Network – Institute of Electron Technology 02-668 Warsaw, 32/46 Lotników Av.
<b>Which procurement is concerned?</b>	Answer:
Title or short description of the procurement <sup>4</sup>	<b>Projection welder for TO headers packaging</b>
File reference number attributed by the contracting authority or contracting entity (if applicable) <sup>5</sup> :	<b>K1/35/2020</b>

**All other information in all sections of the ESPD is to be filled in by the contractor**

<sup>1</sup> Commission Services will make the electronic ESPD-service available, free of charge, for contracting authorities, contracting entities, economic operators, providers of electronic services and other interested parties.

<sup>2</sup> For **contracting authorities**: either a **Prior Information Notice** used as a means of calling for competition or a **Contract Notice**. For **contracting entities**: a **Periodic Indicative Notice** used as a means of calling for competition, a **Contract Notice** or a **Notice on the Existence of a Qualification System**.

<sup>3</sup> Information to be copied from Section I, Point I.1, of the relevant notice, In case of joint procurement, please indicate the names of all involved contracting entities.

<sup>4</sup> See points II.1.1 and II.1.3 of the relevant notice

<sup>5</sup> See point II.1.1 of the relevant notice

## Part II: Information concerning the contractor

### A: INFORMATION ABOUT THE CONTRACTOR

<b>Identification:</b>	<b>Answer:</b>
Name:	[ ]
VAT-number, if applicable: If no VAT-number is applicable, please indicate another national identification number, if required and applicable	[ ] [ ]
Postal address:	[.....]
Contact person or persons <sup>6</sup>	[.....]
Telephone:	[.....]
E-mail:	[.....]
Internet address (web address) ( <i>if applicable</i> ):	[.....]
<b>General information:</b>	<b>Answer:</b>
Is the contractor a Micro, a Small or a Medium-Sized Enterprise <sup>7</sup> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<del> <p><b>Only in case the procurement is reserved<sup>8</sup>:</b> is the contractor a sheltered workshop, a 'social business'<sup>9</sup> or will it provide for the performance of the contract in the context of sheltered employment programmes?</p> <p><b>If yes,</b></p> <p>what is the corresponding percentage of disabled or disadvantaged workers?</p> <p>If required, please specify which category or categories of disabled or disadvantaged workers the employees concerned belong to?</p> </del>	<del> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p> <p>[.....]</p> </del>
If applicable, is the contractor registered on an official list of approved economic	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable

<sup>6</sup> Please repeat the information concerning contact persons as many times as needed.

<sup>7</sup> Cf. Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, (Official Journal L 124, 20.5.2003, p. 36). This information is required for statistical purposes only. **Micro enterprises:** enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million. **Small enterprises:** an enterprise which employs fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 10 million;

**Medium enterprises, enterprises which are neither micro nor small** and which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

<sup>8</sup> See contract notice point III.1.5

<sup>9</sup> I.e. its main aim is the social and professional integration of disabled or disadvantaged persons.

<p>operators or does it have an equivalent certificate (e.g. under a national (pre)qualification system)?</p>	
<p><b>If yes:</b></p> <p><b>Please answer the remaining parts of this Section, Sections B and, where relevant, C of this Part, complete Part V, where applicable, and, in any case, fill in and sign Part VI.</b></p> <p>a) Please provide the name of the list or certificate and the relevant registration or certification number, if applicable:</p> <p>b) If the certificate of registration or certification is available electronically, please state:</p> <p>c) Please state the references on which the registration or certification is based, and, where applicable, the classification obtained in the official list<sup>10</sup>:</p> <p>d) Does the registration or certification cover all of the required selection criteria?</p> <p><b>If no:</b></p> <p><b>In addition, please complete the missing information in Part IV, Sections A, B, C or D as the case may be ONLY if this is required in the relevant notice or procurement documents:</b></p> <p>e) Will the economic operator be able to provide a <b>certificate</b> with regard to the payment of social security contributions and taxes or provide information enabling the contracting authority or contracting entity to obtaining it directly by accessing a national database in any Member State that is available free of charge? If the relevant documentation is available electronically, please indicate:</p>	<p>(a) [.....]</p> <p>(b) (web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....][.....]</p> <p>(c) [.....]</p> <p>(d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....][.....]</p>
<p><b>Form of participation:</b></p>	<p><b>Answer:</b></p>
<p>Is the contractor participating in the procurement procedure together with others <sup>11</sup>?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If yes, please ensure that the others concerned provide a separate ESPD form.</p>	
<p><b>If yes:</b></p>	<p>(a): [.....]</p>

<sup>10</sup> The references and the classification data, if any, are set out on the certification.

<sup>11</sup> Notably as part of a group, consortium, joint venture or similar.

a) Please indicate the role of the contractor in the group (leader, responsible for specific tasks ...):	(b): [.....]
b) Please identify the other contractors participating in the procurement procedure together:	(c): [.....]
c) Where applicable, name of the participating group:	
<b>Lots</b>	<b>Answer:</b>
Where applicable, indication of the lot(s) for which the contractor wishes to tender:	[ ]

#### B: INFORMATION ABOUT REPRESENTATIVES OF THE CONTRACTOR

<i>Where applicable, please indicate the name(s) and address(es) of the person(s) empowered to represent the contractor for the purposes of this procurement procedure:</i>	
<b>Representation, if any:</b>	<b>Answer:</b>
Full name; accompanied by the date and place of birth, if required:	[.....], [.....]
Position/Acting in the capacity of:	[.....]
Postal address:	[.....]
Telephone:	[.....]
E-mail:	[.....]
If needed, please provide detailed information on the representation (its forms, extent, purpose ...):	[.....]

#### C: INFORMATION ABOUT RELIANCE ON THE CAPACITIES OF OTHER ENTITIES

<b>Reliance of other entities:</b>	<b>Answer:</b>
Does the contractor rely on the capacities of other entities in order to meet the selection criteria set out under Part IV and the criteria and rules (if any) set out under Part V below?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**If yes**, please provide a separate ESPD form setting out the information required under **Sections A and B of this Part and Part III** for **each** of the entities concerned, duly filled in and signed by the entities concerned.

Please note that this should also include any technicians or technical bodies, not belonging directly to the contractor's undertaking, especially those responsible for quality control, and, in the case of public works contracts, the technicians or technical bodies upon whom the contractor can call in order to carry out the work.

Insofar as it is relevant for the specific capacity or capacities on which the contractor relies, please include the information under Parts IV and V for each of the documents concerned<sup>12</sup>.

<sup>12</sup> E.g. for technical bodies involved in quality control: Part IV, Section C, point 3:

D: Information concerning subcontractors on whose capacity the contractor does not rely

**(Section to be filled-in only if this information is explicitly required by the contracting authority or contracting entity)**

<b>Subcontracting:</b>	<b>Answer:</b>
Does the contractor intend to subcontract any share of the contract to third parties?	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>yes and in so far as known</b> , please list the proposed subcontractors: [...]

**If the contracting authority or contracting entity explicitly requests this information in addition to the information under this section, please provide the information required under Sections A and B of this Part and Part III for each of the (categories of) subcontractors concerned.**

### Part III: Exclusion grounds

#### A: GROUNDS RELATING TO CRIMINAL CONVICTIONS

Article 57, paragraph 1 of Directive 2014/24/EU sets the following reasons for exclusion:

- Participation in a **criminal organization**<sup>13</sup>:  
**corruption**<sup>14</sup>:  
**fraud**<sup>15</sup>:  
**terrorist offences or offences linked to terrorist activities**<sup>16</sup>:  
**money laundering or terrorist financing**<sup>17</sup>  
**child labour and other forms of trafficking in human beings**<sup>18</sup>

<b>Grounds relating to criminal convictions under national provisions implementing the grounds set out in Article 57(1) of the Directive:</b>	<b>Answer:</b>
Has <b>the contractor</b> itself or any <b>person</b> who is a member of its administrative, management	<input type="checkbox"/> Yes <input type="checkbox"/> No

<sup>13</sup> As defined in Article 2 of Council Framework Decision 2008/841/WSiSW of 24 October 2008 on the fight against organized crime (Official Journal L 300, 11.11.2008, p. 42).

<sup>14</sup> As defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, Official Journal C 195, 25.6.1997, p. 1, and in Article 2(1) of Council Framework Decision 2003/568/WSiSW of 22 July 2003 on combating corruption in the private sector (Official Journal L 192, 31.7.2003, p. 54). This exclusion ground also includes corruption as defined in the national law of the contracting authority (contracting entity) or the contractor.

<sup>15</sup> Within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (Official Journal C 316, 27.11.1995, p. 48).

<sup>16</sup> As defined in Articles 1 and 3 of Council Framework Decision of 13 June 2002 on combating terrorism (Official Journal L 164, 22.6.2002, p. 3). This exclusion ground also includes inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

<sup>17</sup> As defined in Article 1 of Directive 2005/60/WE of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (Official Journal L 309, 25.11.2005, p. 15).

<sup>18</sup> As defined in Article 2 of Directive 2011/36/WE of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/WSiSW (Official Journal L 101, 15.4.2011, p. 1).

or supervisory body or has powers of representation, decision or control therein been the subject of a <b>conviction</b> by final judgment for one of the reasons listed above, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?	If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation): [ ..... ][ ..... ][ ..... ] <sup>19</sup>
<b>If yes</b> , please indicate <sup>20</sup> : a) Date of conviction, specify which of points 1 to 6 is concerned and the reason(s) for the conviction, b) Identify who has been convicted [ ]; c) <b>Insofar as established directly in the conviction:</b>	(a) Date: [ ], point(s): [ ], reason(s): [ ]  (b) [ ..... ] (c) Length of the period of exclusion.[ ..... ] and the point(s) concerned [ 1  If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation): [ ..... ][ ..... ][ ..... ] <sup>21</sup>
In case of convictions, has the contractor taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion <sup>22</sup> ('Self-Cleaning')?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If yes</b> , please describe the measures taken <sup>23</sup> :	[ ..... ]

B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS

<b>Payment of taxes or social security contributions:</b>	<b>Answer:</b>	
Has the contractor met all its <b>obligations relating to the payment of taxes or social security contributions</b> , both in the country in which it is established and in Member State of the contracting authority or contracting entity if other than the country of establishment?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<b>Taxes</b>	<b>Social contributions</b>

<sup>19</sup> Please repeat as many times as needed.

<sup>20</sup> Please repeat as many times as needed.

<sup>21</sup> Please repeat as many times as needed.

<sup>22</sup> In accordance with national provisions implementing Article 57(6) of Directive 2014/24/EU.

<sup>23</sup> Taking into account the character of the crimes committed (punctual, repeated, systematic ...), the explanation should show the adequacy of the measures to taken.



<p><b>If not</b>, please indicate:</p> <p>a) Country or Member State concerned;</p> <p>b) what is the amount concerned;</p> <p>c) How has this breach of obligations been established:</p> <p>1) through a judicial or administrative <b>decision</b>:</p> <p style="padding-left: 40px;">Is this decision final and binding?</p> <p style="padding-left: 40px;">– Please indicate the date of conviction or decision.</p> <p style="padding-left: 40px;">– In case of conviction, <b>insofar as established directly therein</b>, the length of the period of exclusion:</p> <p>2) by <b>other means</b>? Please specify:</p> <p>d) has the contractor fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines?</p>	<p>(a) [.....]</p> <p>(b) [.....]</p> <p>(c1) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>– <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>– [.....]</p> <p>– [.....]</p> <p>(c2) [.....]</p> <p>(d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide details:</p> <p>[.....]</p>	<p>(a) [.....]</p> <p>(b) [.....]</p> <p>(c1) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>– <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>– [.....]</p> <p>– [.....]</p> <p>(c2) [.....]</p> <p>(d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide details:</p> <p>[.....]</p>
<p>If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:</p>	<p>(web address, issuing authority or body, precise reference of the documentation)<sup>24</sup>:</p> <p>[.....] [.....] [.....]</p>	

C: GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTERESTS OR PROFESSIONAL MISCONDUCT <sup>25</sup>

**Please note that, for the purpose of this procurement, some of the following exclusion grounds may have been defined more precisely, in national law, in the relevant notice or the procurement documents. Thus, national law may for instance provide that the notion of 'grave professional misconduct' may cover several different forms of conduct.**

<p><b>Information concerning possible insolvency, conflict of interest or professional misconduct</b></p>	<p><b>Answer:</b></p>
<p>Has the contractor, <b>to its knowledge, breached its obligations</b> in the fields of <b>environmental, social and labour law</b> <sup>26</sup>?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes</b>, has the contractor taken measures to demonstrate its reliability despite the existence of this ground for exclusion ('Self-Cleaning')?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<sup>24</sup> Please repeat as many times as needed.

<sup>25</sup> See Article 57(4) of Directive 2014/24/WE

<sup>26</sup> As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

	<p><b>If it has</b>, please describe the measures taken:[ .....]</p>
<p>Is the contractor in any of the following situations:</p> <p>a) <b>Bankrupt</b>, or</p> <p>b) The <b>subject of insolvency</b> or winding-up proceedings, or</p> <p>c) In an <b>arrangement with creditors</b>, or</p> <p>d) In any analogous situation arising from a similar procedure under national laws and regulations <sup>27</sup>, or</p> <p>e) That its assets are being administered by a liquidator or by the court, or</p> <p>f) That its business activities are suspended?</p> <p><b>If yes:</b></p> <p>— Please provide details: — Please indicate the reasons for being able nevertheless to perform the contract, taking into account the applicable national rules and measures on the continuation of business in those circumstances<sup>28</sup>? If the relevant documentation is available electronically, please indicate:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>— [..... ] — [.....]</p> <p>(web address, issuing authority or body, precise reference of the documentation): [ ..... ][..... ][.....]</p>
<p>Is the economic operator guilty of <b>grave professional misconduct</b> <sup>29</sup>?</p> <p>If yes, please provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No, [.....]</p> <p><b>If yes</b>, has the economic operator taken self-cleaning measures? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If it has</b>, please describe the measures taken: [.....]</p>
<p><b>Has the contractor</b> entered into <b>agreements</b> with other economic operators aimed at <b>distorting competition</b>?</p> <p><b>If yes</b>, please provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No [.....]</p> <p><b>If yes</b>, has the contractor taken self-cleaning measures? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If it has</b>, please describe the measures taken: [.....]</p>

<sup>27</sup> See national law, the relevant notice or the procurement documents.

<sup>28</sup> This information needs not be given if exclusion of contractors in one of the cases listed under letter a to f has been made mandatory under the applicable national law without any possibility of derogation where the contractor is nevertheless able to perform the contract.

<sup>29</sup> Where applicable, see definitions in national law, the relevant notice or the procurement documents.

<p><b>Is the contractor aware of any conflict of interest<sup>30</sup></b> due to its participation in the procurement procedure?</p> <p><b>If yes</b>, please provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p>
<p>Has <b>the contractor</b> or an undertaking <b>related</b> to it <b>advised</b> the contracting authority or contracting entity or otherwise been <b>involved in the preparation</b> of the procurement procedure?</p> <p><b>If yes</b>, please provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p>
<p>Has the contractor experienced that a prior public contract, a prior contract with a contracting entity or a prior concession contract was <b>terminated early</b>, or that damages or other comparable sanctions were imposed in connection with that prior contract?</p> <p><b>If yes</b>, please provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p> <p><b>If yes</b>, has the contractor taken self-cleaning measures?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If it has</b>, please describe the measures taken:</p> <p>[.....]</p>
<p>Can the contractor confirm that:</p> <p>a) <b>It has not been</b> guilty of serious <b>misrepresentation</b> in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria,</p> <p>b) It has <b>not withheld</b> such information,</p> <p>c) It has been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity, and</p> <p>d) It has not undertaken to unduly influence the decision making process of the contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

**D: OTHER EXCLUSION GROUNDS THAT MAY BE FORESEEN IN THE NATIONAL LEGISLATION OF THE CONTRACTING AUTHORITY'S OR CONTRACTING ENTITY'S MEMBER STATE**

<sup>30</sup> As indicated in national law, the relevant notice or the procurement documents.

<b>Purely national exclusion grounds</b>	<b>Answer:</b>
Do the <b>purely national grounds of exclusion</b> , which are specified in the relevant notice or in the procurement documents, apply? If the documentation required in the relevant notice or in the procurement documents is available electronically, please indicate:	[ ] Yes [ ] No  (web address, issuing authority or body, precise reference of the documentation): [ ..... ][ ..... ][ ..... ] <sup>31</sup>
<b>In case any of the purely national exclusion grounds apply</b> , has the contractor taken self-cleaning measures? <b>If it has</b> , please describe the measures taken:	[ ] Yes [ ] No  [ ..... ]

#### Part IV: Selection criteria

Concerning the selection criteria (Section  $\alpha$  or Sections A to D of this part), the contractor declares that:

$\alpha$ : GLOBAL INDICATION FOR ALL SELECTION CRITERIA

**The contractor should only fill in this field in case the contracting authority or contracting entity has indicated in the relevant notice or in the procurement documents referred to in the notice that the contractor can limit itself to filling in Section  $\alpha$  of Part IV without having to fill in any other Section of Part IV:**

Meeting all required selection criteria	Answer
It satisfies the required selection criteria:	[ ] Yes [ ] No

A: SUITABILITY

**The contractor should only provide information where the selection criteria concerned have been required by the contracting authority or contracting entity in the relevant notice or in the procurement documents referred to in the notice.**

Suitability	Answer
1) <b>It is enrolled in the relevant professional or trade registers</b> kept in the Member State of its establishment <sup>32</sup> . If the relevant documentation is available electronically, please indicate:	[ ..... ]  (web address, issuing authority or body, precise reference of the documentation): [ ..... ][ ..... ][ ..... ]
2) <b>For service contracts:</b>	[ ] Yes [ ] No

<sup>31</sup> Please repeat as many times as needed.

<sup>32</sup> As described in Annex XI of Directive 2014/24/UE; contractors from certain Member States may have to comply with other requirements set out in that Annex

<p>Is a particular <b>authorisation or membership</b> of a particular organisation needed in order to be able to perform the service in question in the country of establishment of the contractor?</p> <p>If the relevant documentation is available electronically, please indicate:</p>	<p>If yes, please specify which and indicate whether the economic operator has it: [...]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[ ..... ] [ ..... ] [ ..... ]</p>
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B: ECONOMIC AND FINANCIAL STANDING

**The contractor should only provide information where the selection criteria concerned have been required by the contracting authority or contracting entity in the relevant notice or in the procurement documents referred to in the notice.**

<b>Economic and financial standing</b>	<b>Answer:</b>
<p>1a) Its ('general') <b>yearly turnover</b> for the number of financial years required in the relevant notice or the procurement documents is as follows:</p> <p><b>And/or,</b></p> <p>1b) Its <b>average yearly turnover for the number of years required in the relevant notice or the procurement documents is as follows<sup>33</sup> ( ) :</b></p> <p>If the relevant documentation is available electronically, please indicate:</p>	<p>year:[.....]turnover:[.....][...]currency  year:[.....]turnover:[.....][...]currency  year:[.....]turnover:[.....][...]currency</p> <p>(number of years, average turnover):  [.....],[.....][.....]currency</p> <p>(web address, issuing authority or body, precise reference of the documentation):  [.....][.....][ .....]</p>
<p>2a) Its yearly ('specific') <b>turnover in the business area covered by the contract</b> and specified in the relevant notice or the procurement documents for the number of financial years required is as follows:</p> <p><b>And/or,</b></p> <p>2b) Its <b>average yearly turnover in the area and for the number of years required in the relevant notice or the procurement documents is as follows<sup>34</sup> :</b></p> <p>If the relevant documentation is available electronically, please indicate:</p>	<p>year:[.....]turnover:[.....][...]currency  year:[.....]turnover:[.....][...]currency  year:[.....]turnover:[.....][...]currency</p> <p>(number of years, average turnover):  [.....],[.....][.....]currency</p> <p>(web address, issuing authority or body, precise reference of the documentation):  [.....][.....][ .....]</p>

<sup>33</sup> Only if permitted in the relevant notice or the procurement documents.

<sup>34</sup> Only if permitted in the relevant notice or the procurement documents.

<p>3) In case the information concerning turnover (general or specific) is not available for the entire period required, please state the date on which the contractor was set up or started trading:</p>	<p>[ ..... ]</p>
<p>4) Concerning the <b>financial ratios</b><sup>35</sup> specified in the relevant notice or the procurement documents, the contractor declares that the actual value(s) for the required ratio(s) is/are as follows:</p> <p>If the relevant documentation is available electronically, please indicate:</p>	<p>(Identification of the required ratio- ratio between x and y<sup>36</sup> -and the value): [ ..... ] [ ..... ]<sup>37</sup></p> <p>(web address, issuing authority or body, precise reference of the documentation): [ ..... ] [ ..... ] [ ..... ]</p>
<p>5) The insured amount in its <b>professional risk indemnity insurance</b> is the following:</p> <p>If this information is available electronically, please indicate:</p>	<p>[ ..... ], [ ..... ] [ ... ] currency</p> <p>(web address, issuing authority or body, precise reference of the documentation): [ ..... ] [ ..... ] [ ..... ]</p>
<p>6) Concerning the <b>other economic or financial requirements, if any</b>, that may have been specified in the relevant notice or the procurement documents, the contractor declares that:</p> <p>If the relevant documentation that <b>may</b> have been specified in the relevant notice or the procurement documents, is available electronically, please indicate:</p>	<p>[ ..... ]</p> <p>(web address, issuing authority or body, precise reference of the documentation): [ ..... ] [ ..... ] [ ..... ]</p>

C: TECHNICAL AND PROFESSIONAL ABILITY

**The contractor should only provide information where the selection criteria concerned have been required by the contracting authority or contracting entity in the relevant notice or in the procurement documents referred to in the notice.**

<p><b>Technical and professional ability</b></p>	<p><b>Answer:</b></p>
<p>1a) For <b>public works contracts</b> only: During the reference period<sup>38</sup>, the contractor <b>has performed the following construction works of the specified type:</b></p> <p>If the relevant documentation concerning satisfactory execution and outcome for the most important works is available electronically, please indicate:</p>	<p>Number of years (this period is specified in the relevant notice or the procurement documents): [ ..... ] Construction Works: [ ..... ]</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p>

<sup>35</sup> E. g. the ratio between assets and liabilities.

<sup>36</sup> E. g. the ratio between assets and liabilities.

<sup>37</sup> Please repeat as many times as needed.

<sup>38</sup> Contracting authorities may **require** up to five years and **allow** experience dating from **more** than five years.

<p>1b) For <b>public supply and public service contracts</b> only:  During the reference period<sup>39</sup>, the contractor has delivered <b>the following principal deliveries of the type specified or provided the following main services of the type specified</b>: When drawing up the list, please indicate the amounts, dates and recipients, whether public or private<sup>40</sup>:</p>	<p>[ ..... ] [ ..... ] [ ..... ]</p> <p>Number of years (this period is specified in the relevant notice or the procurement documents):  [ ..... ]</p> <table border="1" data-bbox="868 392 1412 512"> <thead> <tr> <th>Description</th> <th>Amount</th> <th>Dates</th> <th>Recipient</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Description	Amount	Dates	Recipient				
Description	Amount	Dates	Recipient						
<p>2) It can call upon the following <b>technicians or technical bodies</b><sup>41</sup>, especially those responsible for quality control:  In the case of public works contracts, the economic operator will be able to call on the following technicians or technical bodies to carry out the work:</p>	<p>[ ..... ]</p> <p>[ ..... ]</p>								
<p>3) It uses the following <b>technical facilities and measures for ensuring quality and its study and research facilities</b> are as follows:</p>	<p>[ ..... ]</p>								
<p>4) It will be able to apply the following <b>supply chain management and tracking systems</b> when performing the contract:</p>	<p>[ ..... ]</p>								
<p>5) <b>For complex products or services to be supplied or, exceptionally, for products or services which are required for a special purpose</b>:  The contractor will allow <b>checks</b><sup>42</sup> to be conducted on the <b>production capacities or the technical capacity</b> of the contractor and, where necessary, on the <b>means of study and research</b> which are available to it and on the <b>quality control measures</b>?</p>	<p>[ ] Yes [ ] No</p>								
<p>6) The following <b>educational and professional qualifications</b> are held by:  a) The service provider or the contractor itself,  <b>or</b> (depending on the requirements set out in the relevant notice or the procurement documents)  b) Its managerial staff:</p>	<p>(a) [ ..... ]</p> <p>(b) [ ..... ]</p>								

<sup>39</sup> Contracting authorities may **require** up to three years and **allow** experience dating from **more** than three years.

<sup>40</sup> In other words, **all** recipients should be listed and the list should include both public clients and private clients for the supplies or services concerned.

<sup>41</sup> For technicians or technical bodies not belonging directly to the economic operator's undertaking but on whose capacities the economic operator relies as set out under Part II, Section C, separate ESPD forms must be filled in.

<sup>42</sup> The check is to be performed by the contracting authority or, in case the latter consents to this, on its behalf by a competent official body of the country in which the supplier or service provider is established;

7) It will be able to apply the following <b>environmental management measures</b> when performing the contract:	[.....]
8) <b>The contractor's average annual manpower</b> and the number of managerial staff for the last three years were as follows:	Year, average annual manpower: [.....],[.....], [.....],[.....], [.....],[.....], Year, number of managerial staff: [.....],[.....], [.....],[.....], [.....],[.....]
9) The following <b>tools, plant or technical equipment</b> will be available to it for performing the contract:	[.....]
10) The contractor <b>intends possibly to subcontract</b> <sup>43</sup> the <b>following proportion (i.e. percentage)</b> of the contract:	[.....]
11) For <b>public supply contracts</b> : The contractor will supply the required samples, descriptions or photographs of the products to be supplied, which do not need to be accompanied by certifications of authenticity; Where applicable, the contractor furthermore declares that it will provide the required certificates of authenticity. If the relevant documentation is available electronically, please indicate:	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No  (web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....]
12) For <b>public supply contracts</b> : Can the contractor provide the required <b>certificates</b> drawn up by official <b>quality control institutes</b> or agencies of recognised competence attesting the conformity of products clearly identified by references to the technical specifications or standards, which are set out in the relevant notice or the procurement documents? <b>If not</b> , please explain why and state which other means of proof can be provided: If the relevant documentation is available electronically, please indicate:	<input type="checkbox"/> Yes <input type="checkbox"/> No  [.....] (web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....]

<sup>43</sup> Please note that if the contractor **has decided** to subcontract a part of the contract **and** relies on the subcontractor's capacities to perform that part, then please fill in a separate ESPD for such subcontractors, see Part II, Section C above.



D: QUALITY ASSURANCE SCHEMES AND ENVIRONMENTAL MANAGEMENT STANDARDS

The contractor should only provide information where quality assurance schemes and/or environmental management standards have been required by the contracting authority or contracting entity in the relevant notice or in the procurement documents referred to in the notice.	
Quality Assurance Schemes and Environmental Management Standards	Answer:
<p>Will the contractor be able to produce <b>certificates</b> drawn up by independent bodies attesting that the contractor complies with the required <b>quality assurance standards</b>, including accessibility for disabled persons?  <b>If not</b>, please explain why and specify which other means of proof concerning the quality assurance scheme can be provided:                      If the relevant documentation is available electronically, please indicate:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....][.....]</p> <p>(web address, issuing authority or body, precise reference of the documentation):                      [.....][.....][.....]</p>
<p>Will the contractor be able to produce <b>certificates</b> drawn up by independent bodies attesting that the contractor complies with the required <b>environmental management systems or standards</b>?  <b>If not</b>, please explain why and specify which other means of proof concerning the <b>environmental management systems or standards</b> can be provided:                      If the relevant documentation is available electronically, please indicate:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....][.....]</p> <p>(web address, issuing authority or body, precise reference of the documentation):                      [.....][.....][.....]</p>

Part V: Reduction of the number of qualified candidates

The contractor should only provide information where the contracting authority or contracting entity has specified the objective and non-discriminatory criteria or rules to be applied in order to limit the number of candidates that will be invited to tender or to conduct dialogue. This information, which can be accompanied by requirements concerning the (types of) certificates or forms or documentary evidence, if any, to be produced, is set out in the relevant notice or in the procurement documents referred to in the notice.  
**For restricted procedures, competitive procedures with negotiation, competitive dialogue procedures and innovation partnerships only:**

**The contractor declares that:**

Reduction the number of candidates	Answer:
<p>It <b>meets</b> the objective and non-discriminatory criteria or rules to be applied in order to limit the number of candidates in the following way:                      In case certain certificates or other forms of documentary evidence are required, please</p>	<p>[.....]</p> <p>[...] <input type="checkbox"/> Yes <input type="checkbox"/> No<sup>45</sup></p>

<sup>45</sup> Please repeat as many times as needed.

<p>indicate for each whether the economic operator has the required documents: if some of these certificates of forms of documentary evidence are available electronically<sup>44</sup>, please indicate for which:</p>	<p>(web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....][.....]<sup>46</sup></p>
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**Part VI: Concluding statements**

*The undersigned formally declare that the information stated under Parts II-V above is accurate and correct and that it has been set out in full awareness of the consequences of serious misrepresentation.*

*The undersigned formally declare to be able , upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:*

*a) the contracting authority or contracting entity has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge<sup>47</sup> or*

*b) as of 18 October 2018 at the latest<sup>48</sup> the contracting authority or contracting entity already possesses the documentation concerned.*

*The undersigned formally consent to [identify the contracting authority or contracting entity as set out in part I, Section A] gaining access to documents supporting the information which has been provided in [identify the Part/Section /Point(s) concerned] of this European Single Procurement Document for the purposes of [identify the procurement procedure: (summary description, reference of publication in the Official Journal of the European Union, reference number)].*

Date, place and , signature (s): .....

<sup>44</sup> Please indicate clearly , which item the answer relates to.

<sup>46</sup> Please repeat as many times as needed.

<sup>47</sup> On condition that the contractor has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to do so. Where required, this must be accompanied by the relevant consent to such access.

<sup>48</sup> Depending on the national implementation of the second subparagraph of Article 59 (5) of Directive 2014/24/UE.

**Contractor:**

.....  
 .....

(full name / company, address)

**BID FORM**

For the Łukasiewicz Research Network – Institute of Electron Technology

The subject-matter of the contract		<b>Delivery of projection welder for TO headers packaging</b>
1.	Contractor's name and address	.....
2.	VAT Identification Number/ National Business Registry Number or relevant numbers from countries	.....
3.	Telephone e-mail:	..... .....
4.	Total net offer price  VAT rate  VAT value  Total gross offer price	<b>to be provided:</b> ..... PLN/EUR/USD/GBP*  say:.....  <b>to be provided:</b> .....%  <b>to be provided:</b> .....PLN/EUR/USD/GBP*  <b>to be provided:</b> ..... PLN/EUR/USD/GBP*  say: .....
5.	Contract completion date – maximum up to <b>18 weeks</b> from the date of signing the Contract	<b>to be provided (weeks):</b> .....
6.	Declaration	I declare that the selection of my offer <b>will/will not*</b> lead to a tax obligation for the Contracting Entity.  I indicate the following product or service name (type), whose delivery or provision will result in tax obligation and their <b>value excluding tax</b> is the following: ..... <b>product name</b> .....

7.	Declaration	I declare that I am/I am not * a <b>small/medium*</b> enterprise within the meaning of the Entrepreneurs Act of 6 March 2018.
8.	Declaration	I declare that I have read the content of the ToR (together with appendices constituting its integral part) and I accept it without reservation.
9.	Persons authorized to represent the contractor	<b>to be provided:</b> .....
10.	Parts of the contract which the Contractor shall entrust to subcontractors	<b>specify the parts of the contract:</b> ..... <b>provide company names:</b> .....
11.	Documents attached to the offer	1. .... 2. ....
12.	Place and date of the offer	..... date: .....
13.	I declare that I have fulfilled the information obligations provided for in art. 13 or art. 14 of GDPR towards natural persons from whom I have obtained personal data directly or indirectly in order to apply for the award of a public contract in these procedure.	<b>to be confirmed:</b> ..... <i>If the contractor does not provide personal data other than directly related to the contractor or the application of the information obligation is excluded, pursuant to art. 13, para. 4 or art. 14, para. 5 of GDPR, the contractor does not submit the declaration (remove the content of the declaration, e.g. by deleting it).</i>

*\*delete as appropriate*

.....  
signature of the person/persons authorized  
to represent the Contractor

**Attachments to the form:**

- completed Appendix 1 to the ToR
- register printout (if any)

**Appendix 4 to the ToR – List of provided deliveries**

**Contractor:**

**Date .....**

.....  
.....  
(full name / company, address)

**LIST OF PROVIDED DELIVERIES**

By submitting an offer in an open tender procedure for **delivery of** projection welder for TO headers packaging we declare that in the last three years before the offer submission deadline, and if the business period is shorter – in this period, we have made the following deliveries:

Pos.	Item	Value	Date of delivery	Customer (Name and address)
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1.				

**Note! Attach relevant evidence\* confirming proper performance of deliveries presented in the table.**

.....  
signature of the person/persons authorized  
to represent the Contractor

**\*Note:**

1) The evidence referred to above are:

- a) certification, except that for current periodic or continuous deliveries, the certification should be issued not earlier than 3 months before the expiry of the time limit for submission of tenders;
- b) Contractor's declaration – if for justified reasons of an objective nature, the Contractor is not able to obtain the certification referred to in point a).

2) If the Contracting Entity is the entity for whom deliveries indicated in the above list were made, the Contractor is not obliged to submit the evidence mentioned above.

**Appendix 5 to the ToR - Statement of belonging to a capital group**

**Contractor:**

.....  
.....

*(full name / company, address)*

**Statement of belonging or not belonging to the same capital group**

**as referred to in art. 24, para. 1 (23) of PPL**

**acting on behalf of the CONTRACTOR:**

<b>Pos.</b>	<b>Contractor(s) Name(s)</b>	<b>Contractor(s) Address(es)</b>

*(for entities submitting an offer jointly, please provide names (companies) and exact addresses of all partners of a civil law partnership or consortium members)*

and being duly authorized to represent the Contractor, being obliged to demonstrate the lack of grounds for exclusion pursuant to art. 24, para. 1 (23) of the Act of 29 January 2004 – Public Procurement Law – I inform that:

- \*I do not belong to a capital group in the meaning of the Act of 16 February 2007 on competition and consumer protection (Official Journal No. 184,1618 and 1634) with any of the Contractors who submitted offers in this procedure (based on information on the Contracting Entity's website from the opening of the offers referred to in art. 86, para. 5 of the Act)
- \*I belong to a capital group in the meaning of the Act of 16 February 2007 on competition and consumer protection (Official Journal No. 184,1618 and 1634) together with the entities listed below which have submitted an offer in this procedure\*\*:

1st Name :....., Seat: .....

2nd Name :....., Seat: .....

\_\_\_\_\_ (date) ..... .....

signature of the person(s) authorized  
to represent the Contractor

*\*delete or remove as appropriate*

**A statement that the contractor is/was not subject to a final court judgment or final administrative decision regarding late payment of taxes, fees or social security or health insurance contributions**

**Contractor:**

.....  
.....

*(full name / company, address)*

STATEMENT

Acting on behalf of the above the contractor I declare that the contractor is/was not subject to a final court judgment or final administrative decision regarding arrears in payment of taxes, fees or social security or health insurance contributions

.....  
*Place and date*

.....  
*signature of a person authorized  
to represent the contractor*

*Note: the contractor whose tender was selected as the best or the contractors who will be called by the Contracting Entity for submission of all or some statements or documents confirming that they meet the conditions for participation in the procedure and there are no grounds for exclusion in the cases referred to in art. 26, para. 2(f) of PPL will be obliged to submit this statement.*

**Statement on the absence of a decision prohibiting competing for public procurement  
as a precautionary measure**

**Contractor:**

.....  
.....

*(full name / company, address)*

STATEMENT

Acting on behalf of the above the contractor I declare that the contractor has not been subjected to prohibition of competing in public procurement as a precautionary measure.

.....  
*place and date*

.....  
*signature of a person authorized  
to represent the contractor*

*Note: the contractor whose tender was selected as the best or the contractors who will be called by the Contracting Entity for submission of all or some statements or documents confirming that they meet the conditions for participation in the procedure and there are no grounds for exclusion in the cases referred to in art. 26, para. 2(f) of PPL will be obliged to submit this statement.*



**Contractor:**

.....  
.....  
(full name / company, address)

**DECLARATION OF ANOTHER ENTITY TO MAKE AVAILABLE TO THE CONTRACTOR THE RESOURCES  
NECESSARY TO PERFORM THE CONTRACT**

After reviewing the contract notice and terms of reference for the **delivery of**.....,  
we:

..... (name of the signatory)  
..... (name of the signatory)

declaring to be persons appropriately empowered to perform this activity, acting on behalf of  
..... (name of the providing entity) with registered office in .....  
..... (address of the providing entity) we undertake to:

make our resources required to perform the contract available to ..... (whom) with its  
registered office in..... , hereinafter referred to as the Contractor.

1) The range of resources we provide to the contractor:

- a) .....  
(please specify shared resources)
- b) .....  
(please specify shared resources)
- c) .....  
(please specify shared resources)

2) The manner of using resources while contract performance:

.....

3) The scope and period of our participation in the contract performance:

.....

4) We will provide the following services in the scope of the subject-matter of the contract (only if  
education, experience (persons or contractors) or professional qualifications are available):

.....

Therefore, we provide the Contractor with the above-mentioned resources to be used by the  
Contractor – if the Contractor’s offer was selected and the contract was awarded in the said  
procedure – when performing the subject-matter of the contract.

.....

.....

*place and date*

*signature of the person authorized to represent the entity*

## Appendix 9 to the ToR – Proposal of Contract

Contract No. ITE K-1/...../2020

*Umowa Nr K-1/...../2020*

concluded in Warsaw on ..... By and between:

*zawarta w Warszawie dnia ..... r. pomiędzy:*

Łukasiewicz Research Network – Institute of Electron Technology, 32/46 Lotników Avenue, entered into the register of enterprises of the National Court Register kept by the District Court for the capital city of Warsaw, 13<sup>th</sup> Commercial Division, under KRS (National Court Register No.) No. 0000848006, having NIP No. (Tax ID No.) 525-000-91-11, hereinafter referred to as the “Contracting Entity”, on behalf of who act the following person(s)/entities:

*Sieć Badawcza Łukasiewicz -Instytutem Technologii Elektronowej, al. Lotników 32/46, 02-668 Warszawa, wpisanym do Rejestru Przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy dla m.st. Warszawy w Warszawie, XIII Wydział Gospodarczy pod numerem KRS: 0000848006, posiadającym numer NIP: 525-000-91-11, numer REGON: 000038971, zwanym dalej „Zamawiającym”, w imieniu którego działają:*

Director of the Network Institute .....

*Dyrektor Instytutu Sieci*

And

*i*

Chief Accounting Officer.....

*Główny Księgowy*

and

*a*

.....

.....

**NIP (Tax Identification Number) \_\_\_\_\_, National Business Registry  
Number \_\_\_\_\_**

represented by:

*reprezentowana przez:*

.....

- .....

hereinafter referred to as the “Contractor”

*zwana dalej „Wykonawcą”*

Considering the result of the procedure No. K1 /...../2020 carried out in an open tender, based on the provisions of PPL, the Parties decided to conclude an Contract with the following content:

*Zważywszy na wynik postępowania nr K1/...../2020 przeprowadzonego w trybie przetargu nieograniczonego, w oparciu o przepisy Pzp, Strony postanowiły zawrzeć umowę o następującej treści:*

## **§ 1 Subject of the Contract**

The subject of the Contract is **the delivery, installation, commissioning and testing of a brand new projection welder for TO headers packaging with the warranty and service support, documentation and training**, hereinafter referred to as **“the device”** to the Łukasiewicz Research Network – Institute of Electron Technology of the Division of Silicon Microsystem and Nanostructure Technology located in Piaseczno at 5E Okulickiego St., according to the Terms of Reference (hereinafter referred to as the **“ToR”**) No. .... dated ..... constituting Appendix 1 hereto, **“Bid Form of .....**” constituting Appendix 2 hereto.

### **§ 1 Przedmiot umowy**

*Przedmiotem umowy jest dostawa, instalacja, uruchomienie i testowanie fabrycznie nowego spawarki do zamykania obudów wraz obsługą gwarancyjną i serwisową, dokumentacją oraz szkoleniami zwanego dalej „urządzeniem” do Sieć Badawcza Łukasiewicz - Instytutu Technologii Elektronowej Zakładu Technologii Mikrosystemów i Nanostruktur Krzemowych, ul. Okulickiego 5E w Piasecznie zgodnie ze „Specyfikacją Istotnych Warunków Zamówienia (zwanej dalej „SIWZ”) Nr ..... z dnia ..... r.” stanowiącą Załącznik Nr 1 do niniejszej umowy, „Formularzem Ofertowym z dnia ..... r.” stanowiącym Załącznik Nr 2 do niniejszej Umowy.*

## **§ 2 Contract Value**

1. The total value of the subject of the Contract indicated in §1 amounts to ..... PLN/EUR/USD/GBP ..... gross (say: .....) including VAT in the amount of ....., that is PLN/EUR/USD/GBP ..... (say: .....). The net contract value is: ..... (say: .....)
2. The value of the subject of the Contract includes:
  - a) price of the device as described in point III of the “ToR”,
  - b) installation,
  - c) device start up,
  - d) device testing,
  - e) transport, unloading and positioning,
  - f) delivery conditions: organization and costs of loading, transport to the place indicated by the Contracting Entity, insurance of delivery and any customs fees are the responsibility of the Contractor along with the risk of loss or damage to the subject-matter of the contract and obligation to unload and install the device (and any risk associated with it),
  - g) warranty period,
  - h) post-warranty period and technical support,
  - i) training,
  - j) other services as far as they are necessary to perform the subject-matter of the contract.

### **§ 2 Wartość umowy**

1. *Całkowita wartość przedmiotu umowy, wymienionego w §1 wynosi: ..... PLN/EUR/USD/GBP brutto (słownie: .....) w tym podatek VAT wynosi .....% to jest ..... PLN/EUR/USD/GBP (słownie: .....). Wartość umowy netto wynosi: ..... PLN/EUR/USD/GBP (słownie: .....).*
2. *Wartość przedmiotu umowy obejmuje:*
  - a) *cenę urządzenia opisanego w punkcie III SIWZ,*

- b) *instalację,*
- c) *uruchomienie,*
- d) *testowanie urządzenia,*
- e) *transport, rozładunek i posadowienie,*
- f) *warunki dostawy: organizację i koszty załadunku, transportu do miejsca wskazanego przez Zamawiającego, ubezpieczenia dostawy oraz ewentualnych opłat celnych leżą po stronie Wykonawcy wraz z ryzykiem związanym z utratą lub uszkodzeniem przedmiotu zamówienia, obowiązkiem rozładunku oraz instalacji (i wszelkim ryzykiem z tym związanym),*
- g) *okres gwarancji,*
- h) *okres pogwarancyjny i wsparcie techniczne,*
- i) *szkolenie,*
- j) *inne świadczenia o ile są niezbędne do wykonania przedmiotu zamówienia.*

### **§ 3 Terms of payment**

1. Payment to the Contractor's account in the following way:
  - a) 40% of the gross contract value payable as an advance payment. The advance payment will be payable within 30 days based on the VAT invoice and after submission of the original document of the lodging of the advance security by the Contractor for the amount of the advance payment.
  - b) 30% of the gross contract value payable by bank transfer on the basis of the original correctly issued invoice delivered to the Contracting Entity within 3 days from the date of the preliminary acceptance protocol signed by both parties and on the basis of shipping documents, after performing the preliminary acceptance tests at the Contractor site and shipping the device to the Contracting Entity site.
  - c) 30% of the gross contract value payable by bank transfer based on the original of a correctly issued invoice, delivered to the Contracting Entity within 3 days from the date of the acceptance protocol signed by both parties, after installation, commissioning of the subject of the contract, performance of the acceptance test and training in the Contracting Entity's laboratory in Piaseczno.
2. Contracting Entity shall pay the Contractor the above mentioned payments within 30 days from the date of receipt of a correctly issued invoice, i.e. in accordance with the regulations.
3. The security is to cover a period from at least the date of submission of the VAT invoice until the end of the contract period.
4. All the monetary transactions will be paid by the Contracting Entity by bank transfer at the discretion of the Contractor on the basis of the original correctly issued invoice delivered to the Contracting Entity or on the basis of a structured electronic invoice sent to the Contracting Entity via the platform in accordance with art. 4 of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-legal partnership (Official Journal of 2018, item 2191).
5. The day of payment is the day on which the bank charges the Contractor's account.
6. In the event of a change in the statutory VAT rate during the term of the contract, the value of the contract may be changed by the difference resulting from the change in the value of VAT.

Such a change may occur after the Contracting Entity accepts the Contractor's written application containing factual and legal justification.

7. The claim arising from this contract may not be subject to assignment to third parties without the consent of the Contracting Entity.
8. The advance payment is against the Contractor's pay.
9. The advance payment security may only be lodged in the form of a bank guarantee or an insurance guarantee payable on "first demand" and must be delivered in writing to the Contracting Entity site.
10. The advance payment security document shall be returned by the Contracting Entity after remained pay to the Contractor.
11. The Contractor is obliged to ensure that the advance payment is valid and enforceable until the end of the contract.
12. If the terms of the advance security submitted by the Contractor include its expiry date and the Contractor shall not lodge an extension of the advance payment security on 3 working days before this date, the Contracting Entity is entitled to realize the security and the obtained funds from this account to provide advance security. The Contracting Entity keeps this type of security on an interest-bearing bank account and returns within 14 working days after the final settlement of the advance payment together with interest arising from the bank account agreement, where it was stored, reduced by the cost of operating this account and bank commission for money transfer to the Contractor bank account.
13. In the case of termination of the contract, the Contracting Entity shall use the security in such a way that the amount of the advance shall be collected from the security.
14. The price indicated above includes the total cost of the Contract, including all costs related to the contract, including the complete execution of the contract subject, taking into account all the conditions of the subject of the contract description and the offer, including the necessary costs for its execution, taking into account all public law charges (fees, customs and taxes, including VAT).
15. The Contractor's bank account is included in the information list of the VAT payers.

### **§ 3 Warunki płatności**

#### **1. Płatność na konto Wykonawcy nastąpi w następujący sposób:**

- a) 40 % wartości umowy brutto jako zaliczka. Zaliczka zostanie udzielana w terminie 30 dni w oparciu o fakturę VAT oraz po przedłożeniu oryginalnego dokumentu wniesienia zabezpieczenia zaliczki przez Wykonawcę na kwotę zaliczki.
- b) 30% wartości umowy brutto po wykonaniu wstępnych testów akceptacyjnych u Wykonawcy i wysłaniu urządzenia do siedziby Zamawiającego płatne przelewem bankowym na podstawie oryginału prawidłowo wystawionej faktury, dostarczonej Zamawiającemu w ciągu 3 dni od daty podpisanego przez obie strony protokołu odbioru oraz na podstawie dokumentów wysyłki.
- c) 30% wartości umowy brutto po instalacji, uruchomieniu przedmiotu umowy, wykonaniu testu akceptacyjnego i szkoleniu w laboratorium Zamawiającego w Piasecznie płatne przelewem bankowym na

*podstawie oryginału prawidłowo wystawionej faktury, dostarczonej Zamawiającemu w ciągu 3 dni od daty podpisanego przez obie strony protokołu odbioru.*

- 2. Zamawiający zapłaci Wykonawcy ww. wynagrodzenie w terminie 30 dni od dnia otrzymania prawidłowo wystawionej faktury tj. zgodnej z przepisami.*
- 3. Zabezpieczenie ma obejmować okres co najmniej od dnia przedłożenia faktury VAT do końca okresu obowiązywania umowy.*
- 4. Wszelkie transakcje pieniężne zostaną zapłacone przez Zamawiającego przelewem bankowym do wyboru Wykonawcy czy na podstawie oryginału prawidłowo wystawionej faktury i dostarczonej do Zamawiającego czy na podstawie ustrukturyzowanej faktury elektronicznej i przesłanej do Zamawiającego za pośrednictwem platformy zgodnie z art. 4 ustawy z dnia 9 listopada 2018 roku o elektronicznym fakturowaniu w zamówieniach publicznych, koncesjach na roboty budowlane, lub usługi oraz partnerstwie publiczno–prawnym (DZ. U. z 2018 r. poz. 2191).*
- 5. Za dzień zapłaty uznaje się dzień obciążenia przez bank rachunku Zamawiającego.*
- 6. W przypadku zmiany ustawowej stawki podatku VAT w trakcie obowiązywania umowy dopuszcza się zmianę wartości umowy o różnicę wynikającą ze zmiany wartości podatku VAT. Taka zmiana może nastąpić po zaakceptowaniu przez Zamawiającego pisemnego wniosku Wykonawcy zawierającego uzasadnienie faktyczne i prawne.*
- 7. Wierzytelność wynikająca z niniejszej umowy nie może być przedmiotem cesji na rzecz osób trzecich bez zgody Zamawiającego.*
- 8. Zaliczka zaliczana jest na poczet wynagrodzenia Wykonawcy.*
- 9. Zabezpieczenie zaliczki może być wnoszone wyłącznie w formie gwarancji bankowej lub gwarancji ubezpieczeniowej z klauzulą zapłaty „na pierwsze żądanie” i musi zostać dostarczone w formie pisemnej do siedziby Zamawiającego.*
- 10. Dokument zabezpieczenia zaliczki Zamawiający zwraca po zapłaceniu Wykonawcy reszty wynagrodzenia.*
- 11. Wykonawca jest zobowiązany zapewnić, aby zabezpieczenie zaliczki było ważne i wykonalne, aż do zakończenia realizacji zamówienia.*
- 12. Jeśli w warunkach przedłożonego przez Wykonawcę zabezpieczenia zaliczki podana jest data jego wygaśnięcia, a Wykonawca na 3 dni roboczych przed tą datą nie wniesie przedłużenia zabezpieczenia zaliczki, Zamawiający jest uprawniony do zrealizowania zabezpieczenia, a z uzyskanych z tego tytułu środków do ustanowienia zabezpieczenia zaliczki. Tego rodzaju zabezpieczenie Zamawiający przechowuje na oprocentowanym rachunku bankowym i zwraca w terminie 14 dni roboczych po ostatecznym rozliczeniu zaliczki wraz z odsetkami wynikającymi z umowy rachunku bankowego, na którym było ono przechowywane, pomniejszone o koszt prowadzenia tego rachunku oraz prowizji bankowej za przelew pieniędzy na rachunek bankowy wykonawcy.*
- 13. W przypadku rozwiązania umowy Zamawiający korzysta z zabezpieczenia w taki sposób, że kwota w wysokości zaliczki zostaje z zabezpieczenia pobrana.*
- 14. Cena wskazana powyżej, zawiera całkowity koszt realizacji umowy, obejmujący wszystkie koszty związane z realizacją umowy, w tym kompletną realizację przedmiotu umowy, z uwzględnieniem wszystkich warunków OPZ i ofercie, w tym koszty niezbędne do jego wykonania z uwzględnieniem wszystkich ciężarów publicznoprawnych (opłat, ceł i podatków, w tym podatku VAT).*
- 15. Rachunek bankowy Wykonawcy jest uwzględniony w wykazie informacji o podatnikach VAT.*

#### **§ 4 Terms of delivery**

- 1) The subject of the Contract will be sent to the address below and placed at the disposal of the Contracting Entity.

Delivery address:

Łukasiewicz Research Network – Institute of Electron Technology

Division of Silicon Microsystem and Nanostructure Technology

5A Okulickiego St.

05-500 Piaseczno , Poland

- 2) The contractor will provide, together with the subject-matter hereof, a catalog card and the CE declaration of conformity of the device together with a translation into Polish or English.
- 3) The subject of the Contract will be completed within \_\_\_\_\_ weeks from the date of signing the Contract.
- 4) The Contractor shall provide the Contracting Entity with technical installation conditions of the device within 21 days from the date of signing the contract.

**§ 4 Warunki dostawy**

- 1) *Przedmiot umowy będzie wysłany na poniższy adres i pozostawiony do dyspozycji Zamawiającego.*

*Adres dostawy:*

*Sieć Badawcza Łukasiewicz - Instytut Technologii Elektronowej*

*Zakład Technologii Mikrosystemów i Nanostruktur Krzemowych*

*ul. Okulickiego 5E*

*05-500 Piaseczno*

- 2) *Wykonawca dostarczy wraz z przedmiotem umowy kartę katalogową i deklarację zgodności CE urządzenia wraz z tłumaczeniem na język polski lub angielski.*
- 3) *Przedmiot umowy zostanie zrealizowany w terminie: ..... tygodni od daty podpisania umowy.*
- 4) *Wykonawca prześle Zamawiającemu techniczne warunki instalacyjne urządzenia w ciągu 21 dni od daty podpisania umowy.*

**§ 5 Subject of the Contract acceptance**

- 1) Two-stage acceptance test will rely on:
  - a) TO-39 welding (50 pcs), In factory and on installation site
  - b) TO-18 welding (50 pcs), In factory and on installation site
  - c) TO-3 welding (50 pcs), In factory and on installation site
  - d) Test of helium fine leak – 10 pcs of each (TO-39, TO-18, TO-3). All results better than  $3 \times 10^{-9}$  atm-cc/sec – in factory

TO headers provided by Contracting Entity

- 2) The acceptance of the subject of the Contract will be confirmed by signing the acceptance protocol in writing by the representatives of the Contracting Entity and the Contractor.

**§ 5 Odbiór przedmiotu umowy**

- 1) *Dwuetapowy test akceptacyjny będzie polegał na:*
  - a) *zgrzaniu po 50szt. obudów TO-39 – w fabryce i w miejscu instalacji*
  - b) *zgrzaniu po 50szt. obudów TO-18 – w fabryce i w miejscu instalacji*
  - c) *zgrzaniu po 50szt. obudów TO-3 – w fabryce i w miejscu instalacji*

- d) *teście szczelności dla 10 sztuk obudów z każdego rodzaju, szczelność powyżej  $3 \times 10^{-9}$  atm-cc/sec.- w fabryce*  
*Obudowy do testów dostarcza zamawiający*
- 2) *Potwierdzenie odbioru przedmiotu umowy nastąpi poprzez podpisanie przez przedstawicieli Zamawiającego i Wykonawcy protokołu odbioru w formie pisemnej.*

### **§ 6 Indemnity and right of withdrawal**

- 1) In case of delay, caused by negligence, or poor performance of the Contractor, the Contractor will pay to the Contracting Entity an indemnity of 0,1% of the value of the object of the Contract for each day of delay up to 10% of it's value.
- 2) In case of delay in repair or replacement of the object of the Contract, the Contractor will pay to the Contracting Entity an indemnity of 0,1% of the value of the object of the Contract for each day of delay up to 10% of it's value.
- 3) In case the Contractor will cancel the Contract because of reason caused by the Contractor, the Contractor will pay to the Contracting Entity penalty of the 10% of the value of the object of the Contract.
- 4) In case of delay, caused by the Contractor, in delivery longer than 14 days, the Buyer can cancel the Contract and the Contractor will pay to the Buyer penalty of the 10% of the total Contract. The Contracting Entity may exercise the right to withdraw within 7 days of exceeding the above term.
- 5) The Contracting Entity may deduct the amount of the stipulated damages from the remuneration due to the Contractor.
- 6) The Contracting Entity is entitled to claim compensation exceeding the amount of the contractual penalty charged.

### **§ 6 Kary umowne i prawo do odstąpienia**

- 1) *W przypadku zwłoki w realizacji przedmiotu umowy, Wykonawca zapłaci Zamawiającemu karę umowną w wysokości 0,1% wartości przedmiotu umowy za każdy dzień opóźnienia do wysokości 10% jego wartości.*
- 2) *W przypadku nieterminowej naprawy lub wymiany urządzenia Wykonawca zapłaci Zamawiającemu karę umowną w wysokości 0,1% wartości przedmiotu umowy za każdy dzień opóźnienia do wysokości 10% jego wartości.*
- 3) *W przypadku odstąpienia od umowy przez Wykonawcę, z przyczyn leżących po jego stronie, Wykonawca ten zapłaci Zamawiającemu karę umowną w wysokości 10% wartości przedmiotu umowy.*
- 4) *W przypadku opóźnienia w realizacji przedmiotu umowy przekraczającego 14 dni, Zamawiający ma prawo do odstąpienia od umowy i żądania od Wykonawcy kary umownej, w wysokości 10% wartości przedmiotu umowy. Uprawnienie do odstąpienia Zamawiający realizuje w terminie 7 dni od przekroczenia ww. terminu.*
- 5) *Zamawiający może potrącić kwotę naliczonej kary umownej z wynagrodzenia należnego Wykonawcy.*
- 6) *Zamawiający jest uprawniony do dochodzenia odszkodowania przekraczającego wysokość naliczonej kary umownej.*



### **§ 7 Warranty**

- 1) The Contractor will issue guarantee documents.
- 2) The Contractor guarantees correct operation and technical quality of the delivered subject of the Contract within: ..... (warranty period in the offer) from the date of signing the acceptance protocol without any commitments
- 3) Under the warranty, the Contractor covers the costs of repairing or replacing the defective product and the costs associated with its transport.
- 4) During the warranty period, the Contractor is required to complete the repair or replacement not later than within 6 weeks from the date of the written notification of defects.
- 5) The warranty will be extended by the time of eventual repair of the subject of the Contract.
- 6) Replaced or repaired parts will be covered by the Contractor's or Manufacturer's warranty.
- 7) During the warranty period, the Contractor guarantees a maximal service response time within 3 working days after the date of the defects notification.
- 8) After the end of the warranty period, the Contractor guarantees the service reaction time within a maximum of 2 business days from the date of failure notification.
- 9) During the warranty period, all repairs and services (including access to the Contracting Entity) will be carried out at the expense of the Contractor.

### **§ 7 Gwarancja**

- 1) *Wykonawca wystawi dokumenty gwarancyjne.*
- 2) *Wykonawca gwarantuje prawidłowe działanie i jakość techniczną dostarczonego przedmiotu umowy w ciągu:..... (okres gwarancji w ofercie) od daty podpisania protokołu odbioru bez uwag.*
- 3) *Wykonawca w ramach gwarancji pokrywa koszty naprawy lub wymiany wadliwego towaru, jak również pokrywa koszty związane z jego transportem.*
- 4) *W okresie gwarancji Wykonawca ma obowiązek zrealizować naprawę lub wymianę nie później niż w okresie 6 tygodni od daty pisemnego zgłoszenia usterek.*
- 5) *Gwarancja zostanie przedłużona o czas ewentualnej naprawy przedmiotu umowy.*
- 6) *Wymienione lub naprawione części zostaną objęte gwarancją Wykonawcy lub Producenta.*
- 7) *W okresie gwarancji, Wykonawca gwarantuje czas reakcji serwisu maksymalnie w ciągu 2 dni roboczych od daty zgłoszenia usterek.*
- 8) *Po zakończeniu okresu gwarancji Wykonawca gwarantuje czas reakcji serwisu maksymalnie w ciągu 2 dni roboczych od daty zgłoszenia usterek.*
- 9) *W okresie gwarancji, wszelkie naprawy i usługi (w tym dojazd do Zamawiającego) będą wykonywane na koszt Wykonawcy.*

## **§ 8 Force Majeure**

- 1) Neither Party shall be considered to violate the Contract or otherwise be liable to the other Party due to delay in implementation or failure to fulfill its obligations as a result of force majeure.
- 2) Force majeure means extraordinary and external events beyond the control of either Party and which neither Party could prevent, in particular acts of terror, war, natural disasters, epidemics, floods, explosions, provided these events constitute an obstacle to the performance of the Contract.
- 3) In the event of force majeure, the obligations of the Party that are not possible to be fulfilled will be suspended for the period of force majeure and resumed as soon as their fulfillment is reasonably possible.
- 4) Each Party shall notify the other of the occurrence of force majeure immediately, but not later than within 3 days of its occurrence.
- 5) In the case when a Party does not inform the other Party of force majeure within the time limit referred to in para. 4, as well as the period of suspension of performance of its obligations and the date of their resumption, the first Party will be responsible for any damage suffered by the other Party.

## **§ 8 Siła wyższa**

- 1) *Żadna ze Stron nie będzie uważana za naruszającą Umowę lub w inny sposób odpowiedzialna wobec drugiej Strony z powodu opóźnienia w realizacji lub niewypełnienia jej zobowiązań, o ile wynika to z działania siły wyższej.*
- 2) *Poprzez siłę wyższą rozumie się nadzwyczajne i zewnętrzne zdarzenia poza kontrolą którejkolwiek ze Stron i któremu żadna ze Stron nie mogła zapobiec, a w szczególności akty terroru, wojny, klęski żywiołowe, epidemie, powodzie, wybuchy, o ile te zdarzenia będą stanowiły przeszkodę w wykonaniu Umowy.*
- 3) *W przypadku działania siły wyższej, zobowiązania Strony, które nie są możliwe do spełnienia, będą zawieszane na okres działania siły wyższej i podjęte na nowo, kiedy tylko ich spełnienie będzie racjonalnie możliwe.*
- 4) *Każda ze Stron powiadomi drugą o wystąpieniu siły wyższej niezwłocznie, jednak nie później niż w okresie 3 dni od daty jej wystąpienia.*
- 5) *W przypadku, gdy Strona w terminie, o którym mowa w ust. 4, nie poinformuje drugiej Strony o działaniu siły wyższej, a także o okresie zawieszenia realizacji swoich zobowiązań oraz dacie ich ponownego podjęcia, będzie ona odpowiedzialna za wszelkie szkody poniesione przez drugą Stronę.*

## **§ 9 Amendments and Modifications**

1. The Contracting Entity provides for the possibility of making changes to the provisions hereof in relation to the content of the offer, on the basis of which the Contractor was selected, in cases arising directly from the provisions on public procurement, as well as in the event of the circumstances listed below, taking into account the conditions of their introduction.
2. Any changes shall be in writing to be valid.

3. Changes to the provisions of the Contract in relation to the content of the Contractor's Offer are possible in the cases described in the Public Procurement Law and in the situations described below:
  - a. changes in legal regulations published in the Official Journal of the European Union, Official Journal, Monitor Polski or the Official Journal of the relevant minister;
  - b. change in the date of the contract completion in cases of force majeure.
  - c. change in applicable VAT rate; If the VAT change causes an increase in the costs of performing the Contract on the part of the Contractor, the Contracting Entity allows the possibility of increasing the remuneration by an amount equal to the difference in the amount of tax paid by the Contractor.

#### **§ 9 Zmiana umowy**

1. Zamawiający przewiduje możliwość dokonania zmian postanowień zawartej Umowy w stosunku do treści oferty, na podstawie której dokonano wyboru Wykonawcy, w przypadkach wynikających wprost z przepisów o zamówieniach publicznych, jak i w przypadku wystąpienia okoliczności wymienionej poniżej, z uwzględnieniem podawanych warunków ich wprowadzenia.
2. Wszelkie zmiany wymagają formy pisemnej pod rygorem nieważności.
3. Zmiany postanowień zawartej Umowy w stosunku do treści Oferty Wykonawcy są możliwe w przypadkach opisanych w ustawie Pzp oraz w sytuacjach opisanych poniżej:
  - a. zmiany przepisów prawa, opublikowanej w Dzienniku Urzędowym Unii Europejskiej, Dzienniku Ustaw, Monitorze Polskim lub Dzienniku Urzędowym odpowiedniego ministra;
  - b. zmiany terminu realizacji zamówienia w przypadkach zaistnienia siły wyższej.
  - c. zmiana obowiązującej stawki VAT; Jeśli zmiana stawki VAT będzie powodować zwiększenie kosztów wykonania umowy po stronie Wykonawcy, Zamawiający dopuszcza możliwość zwiększenia wynagrodzenia o kwotę równą różnicy w kwocie podatku zapłaconego przez Wykonawcę.

#### **§ 10 Dispute settlement**

Any disputes arising in connection with the performance hereof which cannot be resolved amicably, will be settled by the General Court with competent jurisdiction over the seat of the Contracting Entity. The law applicable to the Contract is the Polish law. Polish courts have legal jurisdiction.

#### **§ 10 Rozstrzyganie sporów**

*Wszelkie spory powstałe w związku z wykonaniem niniejszej umowy, których nie da się wyjaśnić polubownie, będą rozstrzygane przez Sąd Powszechny właściwy miejscowo dla siedziby Zamawiającego. Prawem właściwym dla umowy jest prawo polskie. Jurysdykcję sądową mają polskie sądy.*

#### **§ 11 License**

1. The Contractor grants the Contracting Entity, as part of the remuneration, non-exclusive, unlimited in time and territory, subject to the provisions of the bid form, license authorizing the use of all elements of documentation and software, constituting works within the meaning of the Act on Copyright and Related Rights, delivered as part of the contract with the right to sub-license, in the scope of the Contracting Entity's activities, as well as in the following fields of exploitation:

- 1) using delivered documentation to operate the device;
  - 2) introducing and recording documentation in computer memory or other electronic media, both stationary and mobile;
  - 3) reproduction of documentation on all carriers for the purposes of operating the device;
  - 4) replacement of carriers on which documentation was recorded and transfer of documentation to computer memory and computer network servers.
2. The license granted also includes any changes and updates introduced by the Contractor in the documentation during the warranty period.
  3. Whenever the software is referred to, it is considered that the Contractor grants a non-exclusive license, unlimited in time and territory for this software or computer program, as part of the remuneration in the fields of exploitation specified in art. 74, para. 4 of the Act on Copyright and Related Rights.
  4. Along with granting the property rights, the Contracting Entity is granted permission to exercise the rights dependent on the above software together with the right to authorize the exercise of dependent rights by third parties.

The Contractor transfers to the Contracting Entity the ownership of carriers on which the documentation and software have been recorded

#### **§ 11 Licencja**

1. *Wykonawca udziela Zamawiającemu, w ramach wynagrodzenia, niewyłącznej, nieograniczonej czasowo i terytorialnie, z zastrzeżeniem postanowień formularza ofertowego, licencji uprawniającej do korzystania ze wszystkich elementów dokumentacji oraz oprogramowania, stanowiących utwory w rozumieniu ustawy o prawie autorskim i prawach pokrewnych, dostarczonego w ramach zamówienia z prawem udzielenia sublicencji, w zakresie działalności Zamawiającego, jak też na następujących polach eksploatacji:*
  - 1) *wykorzystanie dostarczonej dokumentacji do obsługi urządzenia;*
  - 2) *wprowadzanie i utrwalanie dokumentacji w pamięci komputera lub innych nośnikach elektronicznych, zarówno stacjonarnych jak i mobilnych;*
  - 3) *zwielokrotnienie dokumentacji na wszelkich nośnikach dla potrzeb obsługi urządzenia;*
  - 4) *wymiana nośników, na których utrwalono dokumentację oraz przenoszenie dokumentacji do pamięci komputerów i serwerów sieci komputerowych.*
2. *Udzielona licencja obejmuje także wszelkie zmiany i aktualizacje wprowadzone przez Wykonawcę w dokumentacji w okresie gwarancji.*
3. *Ilekcóż jest mowa o oprogramowaniu uznaje się, że Wykonawca udziela licencji niewyłącznej, nieograniczonej czasowo i terytorialnie dla tego oprogramowania lub programu komputerowego, w ramach wynagrodzenia na polach eksploatacji określonych w art. 74 ust. 4 ustawy o prawie autorskim i prawach pokrewnych.*
4. *Wraz z udzieleniem praw majątkowych Zamawiającemu udzielone zostaje zezwolenie do wykonywania praw zależnych do ww. oprogramowania wraz z prawem do zezwalania na wykonywanie praw zależnych przez osoby trzecie.*

*Wykonawca przenosi na Zamawiającego własność nośników, na których została utrwalona dokumentacja oraz oprogramowanie*

## **§ 12 Personal data**

1. The Contracting Entity undertakes to fulfill the information obligation on behalf of the Contractor on the processing of personal data for persons indicated by the Contracting Entity for contact in order to implement this Contract within 14 days from the date of its conclusion.
2. The Contractor undertakes to fulfill the information obligation on behalf of the Contracting Entity on the processing of personal data for persons indicated by the Contractor for contact in order to implement this Contract within 14 days from the date of its conclusion.
3. The information obligation results from art. 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Regulation on data protection).
4. **The Contractor undertakes to fulfill the information obligation regarding the information clause indicated below for persons indicated by third companies to contact or perform the Contract concluded with the Łukasiewicz Research Network - Institute of Electron Technology.**

In accordance with art. 14 of the General Data Protection Regulation of 27 April 2016 (Official Journal EU L 119 of 04/05/2016) I inform that:

- 1) the controller of your personal data is Łukasiewicz Research Network – Institute of Electron Technology in Warsaw, 32/46 Lotników Av., 02-668 Warsaw;
- 2) in matters related to your personal data, please contact with the Data Protection Officer, e-mail address: [iod@ite.waw.pl](mailto:iod@ite.waw.pl);
- 3) your personal data will be processed only for the purposes of implementing this Contract, pursuant to art. 6, para. 1 (f) of the General Data Protection Regulation of 27 April 2016;
- 4) the controller processes the following personal data: name and surname, e-mail address, telephone number;
- 5) your personal data will be stored until the time limit for mutual claims between the parties hereto;
- 6) your personal data will not be transferred to external recipients;
- 7) you have the right to request the controller to access your personal data, the right to rectify it, delete it or limit its processing as well as the right to object to its processing;
- 8) you have the right to lodge a complaint to the supervisory body, i.e. the President of the Office for Personal Data Protection, if you believe that the processing violates the provisions on the protection of personal data;

## **§ 12 Dane osobowe**

1. *Zamawiający zobowiązuje się do wykonania w imieniu Wykonawcy obowiązku informacyjnego o przetwarzaniu danych osobowych wobec osób wskazanych przez siebie do kontaktu w celu realizacji niniejszej umowy, w terminie 14 dni od daty jej zawarcia.*

2. Wykonawca zobowiązuje się do wykonania w imieniu Zamawiającego obowiązku informacyjnego o przetwarzaniu danych osobowych wobec osób wskazanych przez siebie do kontaktu lub realizacji niniejszej umowy, w terminie 14 dni od daty jej zawarcia.
3. Obowiązek informacyjny wynika z artykułu 14 Rozporządzenia Parlamentu Europejskiego i Rady (UE) 2016/679 z dnia 27 kwietnia 2016 r. w sprawie ochrony osób fizycznych w związku z przetwarzaniem danych osobowych i w sprawie swobodnego przepływu takich danych oraz uchylenia dyrektywy 95/46/WE (ogólne rozporządzenie o ochronie danych).
4. **Wykonawca zobowiązuje się do wykonania obowiązku informacyjnego dotyczącego poniżej wskazanej Klauzuli informacyjnej dla osób wskazanych przez firmy trzecie do kontaktu lub realizacji umowy zawartej z Sieć Badawcza Łukasiewicz - Instytutem Technologii Elektronowej.**  
Zgodnie z art. 14 ogólnego rozporządzenia o ochronie danych osobowych z dnia 27 kwietnia 2016 r. (Dz. Urz. UE L 119 z 04.05.2016) informuję, iż:

- 1) administratorem Pani/Pana danych osobowych jest Sieć Badawcza Łukasiewicz - Instytut Technologii Elektronowej w Warszawie, al. Lotników 32/46, 02-668 Warszawa;
- 2) w sprawach związanych z Pana/Pani danymi osobowymi proszę kontaktować się z Inspektorem Ochrony Danych, adres e-mail: [iod@ite.waw.pl](mailto:iod@ite.waw.pl);
- 3) Pani/Pana dane osobowe przetwarzane będą wyłącznie dla potrzeb realizacji niniejszej umowy, na podstawie art. 6 ust. 1 lit. f ogólnego rozporządzenia o ochronie danych osobowych z dnia 27 kwietnia 2016 r.;
- 4) administrator przetwarza następujące Pani/Pana dane osobowe: imię i nazwisko, e-mail, telefon;
- 5) Pani/Pana dane osobowe przechowywane będą do czasu przedawnienia wzajemnych roszczeń pomiędzy stronami umowy;
- 6) Pani/Pana dane osobowe nie będą przekazywane odbiorcom zewnętrznym;
- 7) posiada Pani/Pan prawo do żądania od administratora dostępu do swoich danych osobowych, prawo do ich sprostowania, usunięcia lub ograniczenia przetwarzania, prawo do wniesienia sprzeciwu wobec przetwarzania;
- 8) ma Pani/Pan prawo wniesienia skargi do organu nadzorczego, tj. Prezesa Urzędu Ochrony Danych Osobowych, jeśli uzna Pani/Pan, że przetwarzanie narusza przepisy o ochronie danych osobowych;

### **§ 13 Final settlements**

1. Appendix 1 – “Terms of Reference No. .... dated .....” is an integral part of this Contract.
2. Appendix 2 – “Bid Form of..... ” is an integral part of this Contract.
3. All matters not covered by this Contract shall be governed by the relevant provisions of the Civil Code.
4. Any changes to this Contract shall be in writing to be valid.
5. This Contract is made out in two originals, one original for the Contractor and one for the Contracting Entity.
6. This Contract shall enter into force on the date of its signing by both Part

### **§ 13 Postanowienia końcowe**

1. Załącznik nr 1 – „Specyfikacja Istotnych Warunków Zamówienia Nr ..... z dnia ..... r.” stanowi integralną część niniejszej Umowy.
2. Załącznik nr 2 – „Formularz Ofertowy z dnia ..... r.” stanowi integralną część niniejszej Umowy.
3. W sprawach nie uregulowanych niniejszą umową będą miały zastosowanie odpowiednie przepisy Kodeksu Cywilnego.
4. Wszelkie zmiany niniejszej umowy wymagają formy pisemnej pod rygorem nieważności.
5. Umowa została sporządzona w dwóch jednobrzmiących egzemplarzach po jednym dla Wykonawcy i Zamawiającego.
6. Umowa wchodzi w życie w dniu jej podpisania przez obie strony.

**Contractor**  
**Wykonawca**

**Contracting Entity**  
**Zamawiający**