



Proceedings no. **BZP.2710.7.2025.AW**

TERMS OF REFERENCE (TOR)

in the proceedings conducted in the basic mode for the implementation of the task entitled:

„Delivery of two automatic bioaerosol detectors with an atomizer, along with data management and visualization software, 2 years of user support, and device servicing”

Appendices to the TOR:

- Appendix No. 1** – Tender Form
- Appendix No. 2** – Declaration of no grounds for exclusion referred to in Article 125 (1) PPL
- Appendix No. 3** – Description of the Object of the contract (technical specification)
- Appendix No. 4** – Template agreement
- Appendix No. 5** – Declaration on the validity of the information provided in the declaration referred to in Article 125 (1) PPL

APPROVED BY:

**DIRECTOR-GENERAL
Elżbieta Solarewicz MSc**

Wrocław, April 2025 r.

I. CONTRACTING AUTHORITY

- The Contracting Authority is:**
University of Wrocław
pl. Uniwersytecki 1
50-137 Wrocław
TAX IDENTIFICATION NUMBER (NIP) PL: 896-000-54-08, STATISTICAL IDENTIFICATION NUMBER (REGON): 000001301
The Contracting Authority's website: <https://uwr.edu.pl/>
telephone: +48 71 375 22 34
- The location of the Public Procurement Office:**
ul. Kuźnicza 35
50-138 Wrocław
- An employee of the Public Procurement Office is authorized to communicate with contractors Adriana Wiaderek and Wioletta Franz-Prokop.**
- The Contracting Authority informs that the e-mail address adriana.wiaderek@uwr.edu.pl indicated in the contract notice is exclusively for sending announcements and receiving feedback from the Public Procurement Bulletin. It is not intended to communicate with Contractors. Details regarding the method of communication between the Contracting Authority and Contractors can be found in Chapter VIII of the ToR.
- Contact is made **only via the tender platform** (hereinafter referred to as the „Platform”) on which the proceedings are conducted:
https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings. A link to the proceedings is also available on the operator's website platformazakupowa.pl.
- Direct website address of the proceedings:
<https://platformazakupowa.pl/transakcja/1076591>.
- Office hours: 7:30 a.m. to 3:30 p.m. (Monday to Friday, excluding public holidays and at the Contracting Authority).

II. PUBLIC CONTRACT AWARDING PROCEDURE

- The procedure for awarding a public contract is conducted in the basic mode without negotiations, based on **Article 275, point 1** of the Act of September 11, 2019, Public Procurement Law (consolidated text: Journal of Laws of 2024, item 1320, as amended), hereinafter referred to as "PPL," along with the executive acts issued under it. This includes, in particular, the Ordinance of the Minister of Development, Labour and Technology from December 23, 2020, concerning the subjective means of proof and other documents or statements that the Contracting Authority may require from the Contractor (Journal of Laws of 2020, item 2415, as amended), referred to as the MDLiT Ordinance, and the Ordinance of the Prime Minister from December 30, 2020, regarding the preparation and transmission of information and technical requirements for electronic documents and means of electronic communication in the public contract awarding procedure or competition (Journal of Laws of 2020, item 2452), referred to as the PRM Ordinance.
- The Contracting Authority **does not provide** for selecting the most favourable offer with the possibility of conducting negotiations.
- The procedure shall conduct in Polish and English writing. If there are any discrepancies between the language versions, the Polish language version shall prevail. It also applies to the contract's provisions and other annexes to the ToR.**
The Contracting Authority allows the submission of an offer and the required documents in Polish or English.
- The value of the contract does not exceed the EU threshold specified in Article 3 of PPL.
- The announcement and the Terms of Reference (ToR) were made available on the website of the conducted proceedings: <https://platformazakupowa.pl/transakcja/1076591> from the

date of publication of the announcement of the contract in the Public Procurement Bulletin, at least until the date of awarding the contract. **Amendments and clarifications to the content of the ToR and other contract documents directly related to the contract awarding procedure will also be available on this website.**

5. **The Contractor should carefully read this ToR (including any changes to the ToR, information, and explanations and submit a tender following its requirements.**
6. In matters not regulated by the PPL, the Polish Civil Code of April 23, 1964, provisions shall apply.
7. In this procedure, the Contracting Authority **does not allow** the possibility of submitting partial tenders (the Object of the contract description is not divisible). Entrusting this task to several Contractors is not possible for technical reasons - description of the Object of the contract delivery of two automatic bioaerosol detectors with an atomizer, along with data management and visualization software, 2 years of user support and device servicing - individual elements of the device must be integrated in terms of compatibility, for which the Contractor assumes responsibility under the guarantee.
8. The Contractor **may entrust a subcontractor with performing a part of the contract.**
 - 8.1 The Contracting Authority requires that the part of the contract which the Contractor intends to entrust to subcontractors be indicated in the tender, as well as the names of possible subcontractors if they are already known.
 - 8.2 Entrusting a part of the contract to subcontractors does not release the Contractor from the liability for the proper performance of that contract.
 - 8.3 *(if applicable)* If the change or resignation of a subcontractor relates to an entity whose resources the Contractor invoked according to the provisions of Article 118 (1) to prove meeting the conditions for participation in the procedure, the Contractor shall be obliged to prove to the contracting authority that the proposed other subcontractor or the Contractor independently meets them to a degree not lower than that of the subcontractor whose resources the Contractor invoked during the procurement procedure. The provision of Article 122 of the PPL shall apply.
 - 8.4 The Contractor's obligations towards subcontractors are regulated in the template agreement constituting **Appendix No. 4 to the ToR.**
9. The Contracting Authority **does not allow** submission of variant tenders.
10. The Contracting Authority **does not provide** for the employment of people referred to in Article 96 (2) Subparagraph 2 of the PPL.
11. The Contracting Authority **does not reserve** the right to apply for the contract award by the Contractors referred to in Article 94 of the PPL.
12. The Contracting Authority **does not anticipate** awarding the contracts referred to in Article 214 (1) Subparagraph 8 of the PPL.
13. The Contracting Authority **does not provide** an option.
14. The Contracting Authority **does not provide** for advances.
15. The Contracting Authority shall **provide** settlements with the Contractor in foreign currencies other than PLN. To evaluate bids, prices quoted in EUR by Contractors shall be converted by the Contracting Authority into PLN according to the official average exchange rate published by the National Bank of Poland as of the date of publishing the contract notice in the Public Procurement Bulletin, whereas the average exchange rates are available at the following Internet address: <https://nbp.pl/statystyka-i-sprawozdawczosc/kursy/>.
16. The Contracting Authority **does not reimburse** the procedure's costs, except for Article 261 of the PPL.
17. The Contracting Authority shall **not stipulate** the obligation for the Contractor to personally perform the key parts of the contract according to Article 121 of the PPL.
18. The Contracting Authority **does not anticipate** concluding a framework agreement.
19. The Contracting Authority **does not anticipate** using an electronic auction.

20. The Contracting Authority **did not conduct** preliminary market consultations before commencing the procedure.
21. The Contracting Authority **does not provide** for the possibility of submitting an offer in the form of electronic catalogues.
22. The Contracting Authority **does not provide** for an on-site inspection.
23. The Contracting Authority **does not provide** for convening a meeting of Contractors.

III. INFORMATION CLAUSE UNDER ARTICLE 13 OF THE GDPR IN RELATION TO THE CONDUCT OF A PUBLIC CONTRACT AWARDING PROCEDURE

1. According to Article 13(1)-(2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1), hereinafter referred to as "GDPR" and Article 19 of the PPL, the Contracting Authority – the University of Wrocław - informs that:
 - The Controller of your personal data is the University of Wrocław, pl. Uniwersytecki 1, 50-137 Wrocław, represented by the Rector.
 - The purposes and methods of processing of personal data provided in connection with the performance of public contract awarding procedures are decided by the University, as a data controller.
 - The Controller has appointed a person to act as Data Protection Officer and can be contacted via email address: iod@uwr.edu.pl.
 - Your personal data will be processed according to Article 6(1)(c) of the GDPR to select the Contractor in the public procurement procedure in question, conducted following the PPL and for the other purposes specified in the PPL.
 - Recipients of your personal data will be people or entities to whom the documentation of the proceedings will be made available according to Article 18 and Article 74 of the PPL; moreover, personal data may be transferred under the rules resulting from the Access to Public Information Act of 6 September 2001.
 - The storage period for your personal data is respectively:
 - according to Article 78(1) of the PPL, for 4 years from the date of completion of the public contract awarding procedure,
 - if the duration of the agreement exceeds 4 years, the storage period shall cover the entire agreement duration,
 - in the case of contracts co-financed from EU funds, for the period referred to in Article 125(4)(d) in conjunction with Article 140 of the Regulation (EU) No. 1303/2013 of the European Parliament and of the Council and resulting from agreements for the co-financing of projects financed from EU funds,
 - the retention period also results from the Act of July 14, 1983, on the national archival resources and archives.
 - The obligation for you to provide personal data is a statutory requirement under the PPL, related to participation in a public contract awarding procedure and is a condition for entering into a public contract; the consequence of failure to provide personal data for processing will be rejection of the tender submitted.
 - Concerning your personal data, decisions will not be taken in an automated manner, according to Article 22 of the GDPR.
 - Your personal data will be transferred to a third country (outside the EU) /international organization under the terms and conditions set out in the PPL. You may obtain a copy of personal data transferred to a third country under the terms and conditions of the PPL.
 - You have:

- pursuant to Article 15 of the GDPR, the right of access to personal data concerning you;
 - pursuant to Article 16 of the GDPR, the right to rectification of your personal data;
 - pursuant to Article 18 of the GDPR, the right to request the controller to restrict the processing of your personal data, subject to the cases referred to in Article 18(2) of the GDPR;
 - the right to lodge a complaint with the President of the Office for the Protection of Personal Data if you consider that the processing of personal data concerning you violates the provisions of the GDPR;
 - where compliance with the obligations referred to in Article 15(1) to (3) of the GDPR would require disproportionate effort, the Contracting Authority may require the data subject to indicate additional information to clarify the request, in particular to provide the name or the date of the public contract awarding procedure;
 - the request referred to in Article 18(1) of the GDPR shall not restrict the processing of personal data until the end of the public contract awarding procedure;
- You do not have:
 - concerning Article 17(3)(b), (d) or (e) of the GDPR the right to erase personal data;
 - the right to data portability referred to in Article 20 of the GDPR;
 - according to Article 21 of the GDPR, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR.
2. The Contracting Authority will require the signing of a personal data entrustment agreement if this becomes necessary at the stage of agreement execution.
 3. The Contracting Authority shall make the personal data referred to in Article 10 of the GDPR available for the purpose of enabling the exercise of legal remedies referred to in Section IX of the Public Procurement Law until the expiry of the time limit for their filing.
 4. Where the filing of a request concerning the right referred to in Article 18(1) of the GDPR results in a restriction of the processing of personal data contained in the protocol of the procedure or appendices to this protocol, from the date of completion of the contract awarding procedure, the Contracting Authority shall not make such data available, unless the prerequisites referred to in Article 18(2) of the GDPR occur;
 5. The release shall apply to all personal data, except for data referred to in Article 9 (1) of the GDPR, collected during the contract awarding procedure.
 6. If the person whose personal data is processed by the Contracting Authority exercises the right referred to in Article 15(1)-(3) of the GDPR, the Contracting Authority may require the person requesting to indicate additional information aimed at specifying the name or date of the completed contract awarding procedure.
 7. The exercise by the person whose personal data is being processed of the right to rectify or supplement personal data referred to in Article 16 of the GDPR may not compromise the integrity of the procedure protocol and its appendices.
 8. In the event of personal data posted by the Contracting Authority in the Public Procurement Bulletin, the rights referred to in Article 15 and Article 16 of the GDPR shall be exercised by means of a request addressed to the Contracting Authority.

IV. DESCRIPTION OF THE OBJECT OF CONTRACT

1. The Object of the contract is **the delivery of two automatic bioaerosol detectors with an atomizer, along with data management and visualization software, two years of user support, and a device service.**
2. A detailed description of the Object of the contract is contained in ***Appendix No. 3 to the ToR - Description of the Object of the contract (technical specification).***

3. The detailed scope of the obligations to perform the subject of the contract is contained in the template agreement constituting **Appendix No. 4 to the ToR**.
4. The contract is to be executed with due diligence and in compliance with all the requirements contained in the ToR, with appendices and possible Information for Contractors. At the stage of contract execution, the Contractor shall perform the description of the Object of the contract following the Contracting Authority's requirements.
5. The Offer must be unambiguous and comprehensive, i.e., cover the entire description of the Object of the contract. Description of the Object of the contract shall be complete with all hardware components, software, including subassemblies, components, materials, programs, databases, etc., licenses, manuals, and other hardware and software components necessary for the commissioning and operation of the **two automatic bioaerosol detectors with an atomizer**.
6. The Contractor shall be obliged to submit an Offer, the content of which shall allow the Contracting Authority to verify the Offer in terms of its compliance with the content of the ToR. The content of the Contractor's Offer shall comply with the content of the Terms of Reference. In **Appendix No. 1 to the ToR - Tender Form**, the Contractor shall indicate the **manufacturer's name and type of device/model used**. It also applies to offering equivalent solutions.
7. Description of the Object of the contract shall be new (unused), non-exhibited, free of physical and legal defects, and shall not be subject to third-party rights. The supplied Object of the contract must comply with all applicable legal safety standards of Polish and European Union regulations and have all legally required approvals and certificates.
8. The Contractor shall perform the agreement using its transport, at its own expense and risk, delivering the Object of the contract to the place indicated by the Contracting Authority.
9. **The Contractor is obliged to:**
 - delivery, insurance, and bringing the subject of the contract to the place indicated by the Contracting Authority, installation, assembly, calibration, and start-up of equipment;
 - conduct **training sessions** for up to 7 employees of the Contracting Authorities. The training covers issues related to the use, operation, maintenance, and extension of the detection methods of **the bioaerosol detector with an atomizer**, as well as familiarizing users with its software. The training aims to enable the Contracting Authority's staff to use **the bioaerosol detector with an atomizer** themselves. Following the principles and requirements established by the Contracting Authority in the agreement;
 - provide a 3-year service for the device by the manufacturer (on-site service once a year) and to remotely monitor the correct functioning of the device, keep the software and pollen database up-to-date;
 - transfer the measurement data to the University of Wrocław servers.
10. The description of the Object of the contract must comply with current legal standards of safety and Polish and European Union regulations.
11. **Warranty and guarantee:**
 - 11.1 Details of the guarantee and warranty are set out in the draft provisions of the agreement, which constitute *Appendix No. 4 to the ToR*.
 - 11.2 The Contracting Authority requires the Contractor to provide a **minimum 24-month guarantee and warranty** period for the entire description of the Object of the contract.
 - 11.3 The warranty and guarantee period starts on the day following the protocol's qualitative acceptance of the description of the Object of the contract (without defects).
 - 11.4 The guarantee and warranty period is one of the **tender evaluation criteria** and may be extended. Details of the guarantee and warranty period as an Offer evaluation criterion can be found in Chapter XIV of the ToR.

12. **Designation of the description of the Object of the contract according to CPV codes:**

CPV code	Description
38540000-2	Testing and measuring machinery and instruments
38430000-8	Detection and analysis instruments

13. **The evidence submitted together with the Offer:**

The Contracting Authority requires that the following evidence in question be submitted together with the Offer, referred to in Article 106 (1) of the PPL, confirming that the offered supplies meet the requirements specified by the Contracting Authority:

13.1 **The document entitled: "Description of the Object of the contract (technical specifications)"** - constituting *Appendix No. 3 to the ToR*. The Contractor is obliged to complete and sign *Appendix No. 3 to the ToR*, allowing the state to comply with the requirements of the Contracting Authority presented respectively in *Appendix No. 3 to the ToR*, together with possible Information for Contractors.

The Contracting Authority accepts equivalent evidence if it confirms that the supplies offered meet the requirements, qualities, or criteria specified by the Contracting Authority.

13.2 In cases where the description of the Object of the contract indicates **trademarks, patents, origin, sources, or a specific process** that characterizes the products supplied by a particular Contractor, it means that the Contracting Authority cannot describe the Object of the contract in a sufficiently precise and comprehensible manner. In such situations, any indication of trademarks, patents, origin, source, or a particular process shall be read with the words "or equivalent". Where the Contracting Authority has indicated brands or trade names, this defines the product class, which is the description of the Object of the contract and serves to establish the standard, rather than indicating a specific product or manufacturer. The Contracting Authority shall indicate the criteria used to assess the equivalence:

The Contracting Authority will regard the equivalent equipment as meeting the minimum quality, operational, and technical requirements corresponding to the requirements indicated by the Contracting Authority in the description of the Object of the contract. This means that an equivalent product must have parameters no worse than those suggested by the Contracting Authority, i.e., at least at the level required by the Contracting Authority. The Contractor shall bear all costs and activities connected with confirming that an equivalent offer meets the quality parameters.

13.3 In the case of offering a product **with a different name than that required by the Contracting Authority**, the Contractor is obliged to prove in the Offer that the supplies offered by the Contractor meet the requirements specified by the Contracting Authority by indicating respectively in the *Appendix no. 3 to the ToR* the features unambiguously indicating that the offered products are equivalent to those indicated in description of the Object of the contract and attaching to the offer, in particular the Object of the contract evidence referred to in Articles 104-107 of the PPL, proving that the proposed solutions in an equivalent degree meet the requirements specified in the description of the Object of the contract. **As the means of evidence in question, the Contracting Authority demands a detailed technical specification from the device manufacturer, confirming that the offered equivalent product has parameters at least at the level required by the Contracting Authority.**

The documents must be described in a way that leaves no doubt as to what product they are intended for.

13.4 Where the Contracting Authority describes the Object of the contract by reference to standards, technical evaluations, technical specifications, and technical reference

systems referred to in Article 101(1)(2) and (3) of the Public Procurement Law, the Contracting Authority shall allow solutions equivalent to those described. The Contractor who offers solutions equivalent to the indicated standards is obliged to prove in the offer that the supplies provided by him meet the requirements specified by the Contracting Authority, by indicating in the Tender Form a standard equivalent to the provided product and attaching to the offer, in particular the means of evidence in question, referred to in Article 104-107 of the PPL, proving that the proposed solutions to the standards in an equivalent degree meet the requirements specified in the description of the Object of the contract. **In particular, the Contracting Authority requires, as the means of evidence in question, certificates issued by bodies carrying out activities in the field of conformity assessment, including tests, certificates and inspection accredited following Regulation (EC) No. 765/2008 of the European Parliament and of the Council of 9 July 2008, or test reports carried out by these entities.** The submitted certificates are to be issued by an independent testing and certification body accredited by the national certification body. In Poland, this is the Polish Centre for Accreditation (PCA).

The Contracting Authority will accept certificates issued by other equivalent conformity assessment bodies. The documents must be described in a way that leaves no doubt as to what product they are intended for.

- 13.5 The Contracting Authority shall accept appropriate Object of the contract evidence other than that referred to in item 13.4 above, in particular the manufacturer's technical documentation, if the Contractor concerned has neither access to the certificates or test reports referred to in item 13.4 above nor the possibility of obtaining them within a reasonable period, provided that this lack of access cannot be attributed to the Contractor concerned, and provided that the Contractor concerned proves, that the supplies, which he executes, meet the requirements, characteristics specified in the description of the Object of the contract or the requirements related to the execution of the contract.
- 13.6 If the Contractor has not submitted the said evidence or the submitted evidence is incomplete (including the evidence proving that the proposed solutions in an equivalent degree meet the requirements specified in the description of the Object of the contract), the **Contracting Authority will call for its submission according to Article 107 (2) of the PPL.**

V. CONTRACT COMPLETION DATE

1. **Delivery period:** The Contractor shall perform the delivery **within 4 months**. The deadline is counted from the date of conclusion of the agreement.
2. The term of delivery shall be counted from the date of conclusion of the agreement to the qualitative acceptance approved by the Parties with a qualitative acceptance protocol.
3. Details of the term and conditions for the performance of the Object of the contract are contained in the template agreement, constituting **Annex No. 4 to the ToR**.
4. The contract completion date shall constitute one of the **offer evaluation criteria** and may be shortened. Details of the contract completion deadline as the offer evaluation criterion are contained in Chapter XIV of the ToR.

VI. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND GROUNDS FOR EXCLUSION

1. **Contractors who are not subject to exclusion may apply for the award:**
 - 1.1 **A Contractor is excluded from the award procedure pursuant to Article 108 (1) of the PPL:**

- 1) who is a natural person and has been validly convicted of an offence of:
 - a) participation in an organized criminal group or association with the aim of committing a crime or fiscal offence referred to in Article 258 of the Penal Code,
 - b) trafficking in human beings as referred to in Article 189a of the Penal Code,
 - c) referred to in Articles 228-230a, 250a of the Penal Code, in Articles 46-48 of the Sports Act of 25 June 2010 (Journal of Laws of 2020, item 1133 and 2021, item 2054) or in Article 54(1) to (4) of the Act of 12 May 2011 on reimbursement of medicines, foodstuffs for special nutritional purposes and medical devices (Journal of Laws of 2021, item 523, 1292, 1559 and 2054),
 - d) the financing of a terrorist offence referred to in Article 165a of the Penal Code, or the offence of preventing or hindering the ascertainment of the criminal origin of money or the concealment of its origin, referred to in Article 299 of the Penal Code,
 - e) of a terrorist nature, referred to in Article 115 § 20 of the Penal Code, or aimed at committing that offence,
 - f) entrusting work to a minor foreigner, referred to in Article 9(2) of the Act of 15 June 2012 on the consequences of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland (Journal of Laws No. 769),
 - g) against economic turnover, referred to in Articles 296-307 of the Penal Code, the offence of fraud referred to in Article 286 of the Penal Code, the offence against the credibility of documents,
 - h) referred to in Articles 270-277d of the Penal Code, or a fiscal offence, referred to in Article 9(1) and (3) or Article 10 of the Act of 15 June 2012 on the consequences of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland,
 - or for a relevant prohibited act as defined by foreign law;
- 2) if an incumbent member of its management or supervisory body, a partner in a general partnership or professional partnership, or a general partner in a limited partnership or a limited joint-stock partnership, or a proxy has been validly convicted of an offence referred to in point 1;
- 3) against whom a final court judgement or a final administrative decision on overdue payment of taxes, fees or social or health insurance contributions has been issued, unless the Contractor, respectively before the deadline for submitting applications to participate in the procedure or before the deadline for submission of tenders has made payments of due taxes, fees or contributions for social or health insurance, together with interest or fines, or has entered into a binding agreement on the repayment of those receivables;
- 4) against whom a ban on competing for public procurement has been issued with a binding decision;
- 5) if the Contracting Authority can ascertain, based on reliable grounds, that the Contractor concluded an agreement with other Contractors aimed at distorting competition, in particular if they belonged to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection and they submitted separate offers, partial offers or applications to participate in the procedure, unless they prove that they prepared these offers or applications independently of each other;
- 6) if, in the cases referred to in Article 85 (1), there has been a distortion of competition resulting from previous involvement of that Contractor or of an entity which is a member of the same capital group with the Contractor within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection, unless the distortion of competition caused thereby

can be eliminated otherwise than by excluding the Contractor from participation in the contract awarding procedure.

1.2 **The Contracting Authority shall exclude from the award procedure the Contractor with respect to whom the prerequisites specified in Article 109 (1) Subparagraph 4, 7, 8 and 10 of the PPL apply, i.e.:**

- 4) against whom liquidation has been opened, bankruptcy has been declared, whose assets are administered by a liquidator or a court, who has entered an arrangement with creditors, whose business activity is suspended or who is in any other situation of this kind resulting from a similar procedure provided for in the provisions of the place where such procedure is initiated;
- 7) who, for reasons for which he or she is responsible, has substantially or to a large extent failed to perform or has improperly performed or has for a long time improperly performed a material obligation under a previous public contract or concession agreement, which has led to termination or withdrawal from the agreement, compensation, substitute performance or exercise of warranty rights for defects;
- 8) who, as a result of deliberate action or grave negligence, misled the contracting authority when presenting information that he was not subject to exclusion, fulfilled the conditions for participation in the procedure or the selection criteria, which could have had a significant influence on the decisions taken by the contracting authority in the public contract awarding procedure, or who withheld such information or is not able to provide the required subjective evidence;
- 10) who, as a result of recklessness or negligence, presented misleading information which could have had a significant influence on the decisions taken by the contracting authority in the contract awarding procedure.

1.3 **The Contracting Authority shall exclude from the procedure for the award of the contract the Contractor in respect of whom the prerequisites specified in Article 7(1) of the Act of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security apply, hereinafter referred to as "Sanction Act":**

1. a Contractor and a participant in the competition listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or included in the list on the basis of a decision on inclusion in the list ruling on the application of the measure referred to in Article 1 (3) Sanction Act;
2. a Contractor and a participant in the competition whose beneficial owner within the meaning of the Act of 1 March 2018 on AML/CFT (Journal of Laws of 2022, item 593 and 655) is a person listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed or being such a beneficial owner as of 24 February 2022, insofar as he or she has been included in the list on the basis of a decision on inclusion in the list ruling on the application of the measure referred to in Article 1(3) Sanction Act;
3. a Contractor and a participant in the competition whose parent entity within the meaning of Article 3(1)(37) of the Accounting Act of September 29, 1994 (Journal of Laws of 2021, item 217, 2105 and 2106) is an entity listed in the lists set out in Regulation 765/2006 and Regulation 269/2014, or included in the list or being such a parent entity from 24 February 2022, insofar as it has been included in the list on the basis of a decision on inclusion in the list determining the application of the measure referred to in Article 1(3) Sanction Act.

1.4 **The Contractor may be excluded by the Contracting Authority at any stage of the procedure.** Exclusion of the Contractor shall take place pursuant to Article 111 of the PPL, subject to Article 109 (3) and 110 (2) and (3) of the PPL.

- 1.5 The exclusion referred to in paragraph 1.3 shall be for the duration of the circumstances set out in Article 7 (1) Sanction Act.
- 1.6 In the case of a Contractor or a participant in the competition excluded pursuant to Article 7 (1) Sanction Act, the contracting authority shall reject the request to participate in the public contract awarding procedure or the offer of such Contractor or contest participant, shall not invite it to submit a preliminary offer, a negotiable offer, an additional offer or final offer, does not invite him/her to negotiations or dialogue, as well as does not conduct negotiations or dialogue with such a Contractor, rejects the request to participate in the competition, does not invite him/her to submit a competition work or does not conduct the evaluation of the competition work, respectively to the mode applied to the public contract awarding procedure and the stage of the public contract awarding procedure conducted.
- 1.7 A person or entity subject to exclusion pursuant to Article 7 (1) Sanction Act, who, during the period of such exclusion, applies for the award of a public contract or admission to participate in a competition or takes part in a public contract award procedure or competition, shall be subject to a pecuniary penalty.
- 1.8 The pecuniary penalty referred to in point 1.7 above shall be imposed by the President of the Public Procurement Office, by way of a decision, in the amount of up to 20 000 PLN.
- 1.9 If a Contractor relies on the abilities or situation of entities making available their resources, the Contracting Authority shall verify if there are no grounds for exclusion provided for with the Contractor.
- 1.10 In the case where Contractors compete jointly for the contract award, the Contracting Authority shall verify if there are no grounds for exclusion against each of these Contractors.
- 1.11 The Contracting Authority examines whether there are any grounds for exclusion referred to in Article 7(1) Sanction Act on the basis of the lists and the list indicated in the text of this provision and on the basis of a declaration by the Contractor.

2. **Contractors who meet the conditions of participation in the procedure regarding**

- 2.1 The ability to conduct business may apply for the award of the contract:
The activity carried out for the performance of the Object of the contract **does not require** the capacity to act economically.
- 2.2 Authorizations to conduct a specific economic or professional activity, if it results from separate regulations:
The activity carried out for the performance of the Object of the contract **does not require** special authorizations.
- 2.3 Economic or financial standing:
The Contracting Authority **does not impose** conditions in this respect.
- 2.4 Technical or professional capacity:
The Contracting Authority **does not impose** conditions in this respect.

VII. LIST OF SUBJECTIVE AND OBJECTIVE MEANS OF EVIDENCE AND OTHER DOCUMENTS OR DECLARATIONS TO BE SUBMITTED IN THE PROCEDURE CONFIRMING THE FULFILMENT OF THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND THE ABSENCE OF GROUNDS FOR EXCLUSION

I. **ÓŚWIADCZENIA STATEMENTS AND SUBJECTIVE MEANS OF EVIDENCE TO BE SUBMITTED WITH THE OFFER:**

1. Each Contractor shall enclose with his offer a **statement referred to in Article 125 (1) of the PPL on not being subject to exclusion in the scope** indicated by the Contracting Authority - **Appendix No. 2 to the ToR**, including no grounds for excluding Article 7 (1) of the Sanction Act. This statement constitutes evidence of no grounds for exclusion, respectively as at the date of submitting tenders, temporarily replacing the subjective evidence required by the Contracting Authority.
2. **In the case of joint bidding by Contractors, the statement, referred to above shall be submitted by each Contractor separately.** Such statements shall confirm the absence of grounds for exclusion.

II. **SUBJECTIVE EVIDENCE SUBMITTED UPON REQUEST OF THE CONTRACTING AUTHORITY:**

1. The Contracting Authority shall call upon the Contractor whose tender was awarded the highest mark to submit within the designated time limit, not shorter than **5 days from the date of the request**, subjective evidence, up-to-date as of the date of their submission:
 - 1.1 **confirming that there are no grounds for excluding the Contractor from participation in the procedure for the award of a public contract:**
 - 1.1.1 **A statement of the Contractor that the information contained in the statement mentioned in Article 125 (1) of the PPL** regarding grounds for exclusion from the procedure indicated by the Contracting Authority with reference to the grounds mentioned in art. 108 item 1 and 109 item 1 points 7, 8 and 10 of the PPL is up-to-date.

A model statement constitutes **Appendix No. 5 to the ToR.**
 - 1.1.2 **An extract or information from the National Court Register or Central Register and Information on Business Activity**, within the scope of Article 109 (1) item 4 of the PPL, prepared not earlier than 3 months before submission, if separate regulations require entry in the register or records, and within the scope of Article 7 (1) of the Sanction Act.
2. In the case of submitting a tender by Contractors jointly applying for the award of the contract, each Contractor shall submit subjective evidence referred to Chapter VII section II point 1.1, concerning each of them, confirming that there are no grounds for excluding them from the procedure.
3. **If the Contractor has a registered office or place of residence outside the territory of the Republic of Poland**, instead of the document mentioned in Chapter VII section II point 1.1.2 he shall submit a document or documents issued in the country, in which he has a registered office or place of residence, confirming respectively that he has not been liquidated, has not been declared bankrupt, his assets are not managed by a liquidator or a court, he has not made an arrangement with creditors, that it has not suspended its activities, or is not in another similar situation arising from a similar procedure provided for in the legislation of the place where the procedure is to be initiated. The documents should be issued not more than 3 months before their submission.
4. If in the country in where the Contractor has its registered office or place of residence or the place of residence or the person to whom the document relates, the documents referred to in Chapter VII section II point 4 are not issued, or if these documents do not refer to all cases referred to in Article 108 (1) Subparagraph 1, 2 and 4, they shall be replaced, respectively, in whole or in part, by a document containing, respectively, the Contractor's declaration, indicating the person or persons authorized to represent them, or the declaration of the person to whom the document was to relate, made under oath, or, if in the country where the Contractor has its registered office or place of residence or the person to whom the document was to relate has their place of residence, there are no regulations on a declaration under oath made before a judicial or administrative body, notary, professional or economic self-government body competent for the Contractor's registered office or place of residence or place of residence of the person to whom the document was to relate. The documents should be issued no earlier than 3 months before their submission.

III. **FORM OF SUBJECTIVE AND OBJECTIVE MEANS OF EVIDENCE AND OTHER DOCUMENTS OR STATEMENTS SUBMITTED IN THE PROCEDURE:**

1. **Subjective and objective means of evidence and other documents or statements prepared in a foreign language shall be submitted together with a translation into Polish or English.**
2. The Contracting Authority shall not call for submission of subjective evidence if it can be obtained by means of free and generally available databases, in particular public registers within the meaning of the Act of 17 February 2005 on informatization of the activity of entities performing public tasks, provided that the Contractor indicated in the statement referred to in Article 125 (1) of the PPL the data enabling access to those means.
3. The Contractor shall not be obliged to submit subjective means of evidence which the Contracting Authority has in its possession, if the Contractor indicates those means and confirms that they are correct and up-to-date.
4. If the Contractor indicates that the subjective evidence is available at the specified internet addresses of publicly available and free databases, the Contracting Authority shall require the Contractor to present a translation into Polish of the subjective evidence downloaded by the Contracting Authority.
5. Offers, statements referred to in Article 125 (1) of the PPL, subjective evidence, including the statement referred to in Article 117 (4) of the PPL, and the obligation of the entity providing resources referred to in Article 118 (3) of the PPL, subjective evidence, power of attorney, shall be prepared in an electronic form, in the data formats specified in the provisions issued pursuant to Article 18 of the Act of 17 February 2005 on Informatization of Activities of Entities Performing Public Tasks, taking into account the type of transmitted data.
6. The offer, statement referred to in Article 125 (1) of the PPL, shall be made, under pain of invalidity, **in electronic form (bearing a qualified electronic signature) with a trusted signature or with a personal signature.**
7. The manner of preparing electronic documents, statements or electronic copies of documents or statements must be compliant with the requirements set out in the Ordinance of the President of the Council of Ministers of 31 December 2020 *on the manner of preparation and transmission of information and technical requirements for electronic documents and means of electronic communication in public procurement or competition proceeding.*
8. If the subjective evidence, objective evidence, other documents, including the documents referred to in Article 94, paragraph 2 of the PPL or documents confirming the right to represent respectively the Contractor, Contractors jointly applying for the award of the public contract, the entity making available the resources on the conditions specified in Article 118 of the PPL or a subcontractor who is not the entity making available the resources on such conditions, hereinafter referred to as the "documents confirming the right to represent", have been issued by authorized entities other than the Contractor, the Contractor jointly applying for the award of the contract, the entity making available the resources or the subcontractor, hereinafter referred to as 'authorized entities', as an electronic document, shall pass this document.
9. Where the subjective evidence, objective evidence, other documents or documents confirming the power of representation have been issued by the authorized entities as a paper document, a digital reproduction of that document **bearing a qualified electronic signature, a trusted signature or a personal signature** certifying the conformity of the digital reproduction with the paper document shall be transmitted.
10. The certification of the conformity of the digital reproduction with the document in paper form referred to in point 9 shall be made in the case of:
 - 10.1. subjective means of evidence and documents confirming the power of representation - the Contractor, the Contractor jointly applying for the award of the contract, the entity providing the resources or the subcontractor, respectively, regarding the subjective means of evidence or documents confirming the power of representation which concern each of them;

- 10.2. subjective means of evidence - the Contractor or the Contractor jointly applying for the award of the contract, respectively;
- 10.3. other documents, including the documents referred to in Article 94 (2) of the PPL – the Contractor or the Contractor jointly applying for the award of the contract, respectively, regarding the documents which concern each of them.
11. Subjective evidence, including the statement referred to in Article 117 (4) of the PPL and the undertaking of the entity providing the resources, objective evidence, documents referred to in Article 94 (2) of the PPL not issued by authorized entities, and the power of attorney shall be provided in electronic form and accompanied **by a qualified electronic signature, a trusted signature or a personal signature.**
12. Where subjective evidence, including the statement referred to in Article 117 (4) of the PPL, and the undertaking of the entity providing the resources, the objective means of evidence, the documents referred to in Article 94 (2) of the PPL, not issued by authorized entities or the power of attorney, have been drawn up as a document in paper form and accompanied by a handwritten signature, a digital reproduction of this document bearing a qualified electronic signature, a trusted signature, or a personal signature certifying the conformity of the digital reproduction with the document in paper form shall be provided.
13. The certification of the conformity of the digital reproduction with the document in paper form referred to in point 12 shall be made in the case of:
 - 13.1 subjective evidence - the Contractor, the Contractor jointly applying for the award of the contract, the entity providing the resources or the subcontractor, respectively, regarding the subjective evidence which concerns each of them;
 - 13.2 the objective evidence, the document referred to in art. 94(2) of the PPL, statement referred to in Article 117(4) of the PPL or undertaking of the entity providing the resources - the Contractor or the Contractor applying jointly for the award of the contract respectively;
 - 13.3 power of attorney - the principal.
14. A notary public may also certify the conformity of the digital copy with the document in paper form referred to in point 9 and 12.
15. A digital reproduction as referred to in point 9-10 and point 12-14 shall be understood to mean an electronic document that is an electronic copy of the content recorded in paper form, enabling the content to be read and understood without direct access to the original.
16. Where an electronic document is submitted in a procedure or a contest in an in a compressed format, affixing **a qualified electronic signature, trusted signature or personal signature to a file containing compressed documents** is tantamount to affixing a qualified electronic signature, trusted signature or personal signature to all documents contained in the file respectively.
17. Pursuant to Article 128 (1) of the PPL, if the Contractor has not submitted the statement referred to in Article 125 (1) of the PPL, subjective evidence, other documents or statements submitted in the procedure or if they are incomplete or contain errors, the Contracting Authority shall call upon the Contractor to submit, correct or supplement them within the designated time limit, unless:
 - 17.1 the Contractor's bid is subject to rejection regardless of their submission, supplement or correction, or
 - 17.2 there are grounds for invalidating the procedure.
18. The Contractor shall submit the subjective evidence when called upon as referred to in section II up to date as of the date of their submission.
19. The Contracting Authority may request from the Contractor's clarification of the content of the statement referred to in Article 125 (1) of the PPL or submitted subjective evidence or other documents or statements submitted in the procedure.

20. If the statement provided by the Contractor, referred to in Article 125 (1) of the PPL, or subjective evidence submitted by the Contractor gives rise to doubts of the Contracting Authority, the Contracting Authority may ask directly to the entity which is in possession of information or documents which are relevant in this respect for the assessment of compliance by the Contractor with the conditions for participation in the procedure, selection criteria or lack of grounds for exclusion, to present such information or documents.
21. Electronic documents in a procedure or competition shall meet the following cumulative requirements:
 - 21.1 they shall be fixed in such a way that they can be repeatedly read, saved and reproduced, and transmitted by means of electronic communication or on a computer data carrier;
 - 21.2 they allow the content to be presented in electronic form, in particular by displaying it on a screen monitor;
 - 21.3 they allow the content to be presented in paper form, in particular by means of a printout;
 - 21.4 they contain data arranged in such a way as to leave no doubt as to the content and context of the recorded information.

VIII. INFORMATION ON HOW THE CONTRACTING AUTHORITY CAN COMMUNICATE WITH CONTRACTORS AND TRANSMIT STATEMENTS OR DOCUMENTS, INCLUDING OBJECTIVE EVIDENCE

1. General information:

- 1.1. In the contract awarding procedure, electronic communication between the Contracting Authority and the Contractors shall take place by means of electronic communication via the Tender Platform (hereinafter referred to as the "Platform") at: https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings in the line marked with the title and sign of this procedure or directly on the website of the proceedings at: <https://platformazakupowa.pl/transakcja/1076591>.
- 1.2. The technical and organizational requirements for sending and receiving electronic documents, electronic copies of documents and statements and information transmitted using them are described in the Instructions for Users available at: <https://platformazakupowa.pl/strona/1-regulamin>.
- 1.3. The Contracting Authority, in accordance with the Regulation of the President of the Council of Ministers of 30 December 2020 on the manner of preparation and transmission of information and technical requirements for electronic documents and means of electronic communication in a public procurement procedure or competition, specifies the necessary hardware and application requirements enabling work on the Platform, i.e.:
 - a) permanent access to the Internet with a guaranteed bandwidth of not less than 512 kb/s,
 - b) a PC or MAC computer with the following configuration: memory min. 2 GB Ram, Intel IV 2 GHZ processor or its newer version, one of the operating systems - MS Windows 7, Mac Os x 10 4, Linux, or their newer versions,
 - c) Any web browser other than Internet Explorer installed,
 - d) JavaScript enabled,
 - e) Adobe Acrobat Reader or another program supporting .pdf file format installed.
- 1.4. Encryption on platformazakupowa.pl takes place using the TLS 1.3 protocol.
- 1.5. The time indication of data receipt by the purchasing platform shall be the date and the exact time (hh:mm:ss) generated according to the local time of the server synchronized with the clock of the Central Measurement Office.

- 1.6. The Contractor, by entering into this public contract awarding procedure:
 - a) accepts the terms and conditions of use of the Platform as set out in the Regulations posted on the Platform's website under the tab "Regulations" and acknowledges them as binding,
 - b) has read and complies with the Instructions for Submission of Tenders/Applications.
- 1.7. The maximum size of one file sent through the dedicated forms for: submission, modification, withdrawal of an offer is 150 MB, while for communication the size of the file is a maximum of 500 MB.
- 1.8. The Contracting Authority shall not be responsible for submitting a tender in a manner inconsistent with the Instructions for Use of the Platform, in particular if the Contracting Authority becomes aware of the content of the tender before the deadline for submission of tenders (e.g. submission of a tender in the "Send a message to the Contracting Authority" tab). Such an offer will be considered by the Contracting Authority as a commercial offer and will not be taken into account in the proceedings in question, as the obligation imposed by Article 221 of the PPL has not been fulfilled.
- 1.9. The Contracting Authority informs that the instructions for the use of the Platform concerning, in particular, logging in, submitting requests for clarification of the content of the ToR, submitting tenders and other activities undertaken in this procedure using the Platform are located in the tab "Instructions for Contractors" on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>.
- 1.10. Technical support is provided by its provider: the Platform's Customer Support Centre: platformazakupowa.pl; tel. 22 101 02 02; e-mail: cwk@platformazakupowa.pl.
- 1.11. In all correspondence related to this procedure, the Contracting Authority and Contractors shall use the procedure number assigned by the Contracting Authority **BZP.2710.7.2025.AW**.
- 1.12. Communication between the Contracting Authority and the Contractors, in particular with regard to:
 - a) sending requests to the Contracting Authority for clarification of the content of the ToR;
 - b) sending responses to the Contracting Authority's request for submission of subjective evidence;
 - c) sending answers to requests from the Contracting Authority to submit/correct/complete the statement referred to in Article 125 (1), subjective evidence, other documents or statements submitted in the procedure;
 - d) sending answers to requests from the Contracting Authority for explanations concerning the content of the statement referred to in Article 125 (1) or submitted subjective evidence or other documents or statements submitted in the procedure;
 - e) sending answers to the Contracting Authority's request for clarification of the content of the evidence in question;
 - f) sending answers to other requests from the Contracting Authority resulting from the Public Procurement Law;
 - g) sending requests, information, statements of the Contractor;
 - h) sending an appeal/other;- is carried out via the Platform and the form: *"Send a message to the Contracting Authority"*.
- 1.13. The date of transmission (receipt) of statements, applications, notifications and information shall be the date on which they are sent via the Platform by clicking on the button "Send message to the Contracting Authority", followed by a message that the message has been sent to the Contracting Authority.

- 1.14. **The Contracting Authority shall communicate information to Contractors via the Platform. The Contracting Authority will post information concerning answers to questions, amendments to the ToR, and changes to the deadline for the submission and opening of tenders on the Platform in the "Announcements" section.** According to the applicable regulations, correspondence addressed to a specific Contractor shall be forwarded via the Platform to the specific Contractor.
- 1.15. The Contractor, as a professional entity, is obliged to check messages and communications directly on the Platform sent by the Contracting Authority, as the notification system may fail, or the notification may end up in the SPAM folder.
2. **Clarifications and changes to the content of the ToR:**
- 2.1. The Contractor may request the Contracting Authority to clarify the content of the ToR on the Platform via the form: "Send a message to the Contracting Authority".
- 2.2. The Contracting Authority is obliged to provide explanations immediately, **but no later than 2 days** before the deadline for submission of tenders, **provided that the request for clarification of the content of the ToR was received by the Contracting Authority no later than 4 days** before the deadline for submission of tenders.
- 2.3. If the Contracting Authority fails to provide explanations within the deadline referred to in item 2.2, it shall extend the deadline for submission of tenders by the time necessary for all interested Contractors to familiarize themselves with the explanations necessary for proper preparation and submission of tenders.
- 2.4. **If a request for clarification of the content of the ToR has not been received by the deadline referred to in point 2.2, the Contracting Authority is not obliged to provide explanations to the ToR respectively and to extend the deadline for submission of tenders.**
- 2.5. The extension of the deadline for submission of tenders referred to in para. 2.4, does not affect the deadline for submission of requests for clarification of the content of the ToR respectively.
- 2.6. The Contracting Authority shall make the contents of the questions together with the explanations available on the website of the conducted proceedings, i.e.: <https://platformazakupowa.pl/transakcja/1076591> without disclosing the source of the question.
- 2.7. In justified cases, pursuant to the provisions of the Public Procurement Law, the Contracting Authority may modify the contents of the ToR. The amendment made in this way will be made available on the website of the conducted proceedings, i.e.: <https://platformazakupowa.pl/transakcja/1076591>.
- 2.8. **In the case of discrepancies between the content of the content of this ToR and the content of the given answers, the content of the letter containing the later statement of the Contracting Authority shall be binding.**
3. **The Contracting Authority does not envisage the method of communication with Contractors other than by means of electronic communication as indicated in the ToR.**

IX. TENDER GUARANTEE

The Contracting Authority **does not require** a tender guarantee from Contractors.

X. OFFER VALIDITY

1. **The Contractor shall be bound by the tender until May 13, 2025**, however not longer than 30 days from the tender submission deadline, while the first day of the tender validity period shall be the day on which the deadline for submission of tenders expires.
2. In the event that the selection of the most advantageous tender does not take place before the expiry of the deadline for being bound by a tender as specified above, the Contracting Authority, before the expiry of the deadline for being bound by a tender, shall request the consent of the Contractors once to extend the deadline by the period indicated by the Contractor, which shall not exceed 30 days.
3. Extension of the tender validity period referred to above shall require a written statement of consent by the Contractor to extend the tender validity period

XI. DESCRIPTION OF THE METHOD OF PREPARING THE OFFER

1. GENERAL INFORMATION:

1.1. The tender, the statement referred to in Article 125 (1) of the PPL, the subjective evidence, including the statement referred to in Article 117 (4) of the PPL and the undertaking by the entity providing access to the resources referred to in Article 118 (3) of the PPL, subjective evidence, the power of attorney, shall be prepared in an electronic form in the Polish language, in widely available data formats, in particular **.pdf, .doc, .docx, .xls, xlsx, .jpg (.jpeg), and shall be submitted under pain of nullity, in an electronic form (with a qualified signature) or in electronic form with a trusted signature or personal signature.**

1.1.1 The Contracting Authority has defined the admissible data formats from the catalogue of formats indicated in Annex No. 2 to the Regulation of the Council of Ministers of 21 May 2024 on the National Interoperability Framework, minimum requirements for public registers and information exchange in electronic form and minimum requirements for ICT systems. Common formats that do not appear in the aforementioned Regulation include: .rar, .gif, .bmp, .numbers, .pages. **Documents filed in such files will be deemed to have been filed ineffectively.**

1.1.2 **If the tender consists of several documents, the Contractor should sign each document of the tender separately with a qualified electronic signature or a trusted signature or a personal signature and then place them in one folder. The next step is to compress the folder into a format, e.g. .zip or .7Z (without giving it passwords and without encrypting the internal files).**

1.1.3 The Contractor may also submit the electronic document in a format that subjects the data to compression. The binding of a file containing compressed documents with a qualified electronic signature, trusted signature or personal signature shall be equivalent to the affixing of all documents contained in that file with a qualified electronic signature, a trusted signature or a personal signature, as appropriate.

1.1.4 In the case of submitting an offer in electronic form (with a qualified electronic signature), due to the low risk of compromising the integrity of the file and easier verification of the signature, the Contracting Authority recommends, if possible, converting the files comprising the offer into PDF format and affixing them with a PAdES qualified signature.

1.1.5 Files in formats other than PDF are recommended to be signed with an external XAdES signature. The contractor should remember that the file with the signature should be submitted together with the signed document. If an external XAdES signature format is used, the Contracting Authority

requires that the appropriate number of files be included, i.e. the signed data files and the signature files in XAdES format.

- 1.1.6 Qualified signatures used by contractors to sign any files must comply with the requirements of the "Regulation of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market (eIDAS) (EU) No 910/2014 - from 1 July 2016".
- 1.1.7 **The Contracting Authority recommends the use of a signature with a qualified time stamp.** The Contracting Authority recommends that no changes are made to files after they have been signed with a qualified signature. This may result in a violation of file integrity, which will be equivalent to rejection of the offer in the procedure.
2. **The electronic means of communication used by the Contractor to submit an offer is the Platform** available at the address indicated in Chapter I, point 6.
3. The Contracting Authority shall not be liable for tenders submitted in a manner inconsistent with the Contracting Authority's Tender Platform Instructions available at the following address: <https://platformazakupowa.pl/strona/45-instrukcje>.
4. **The Contractor shall submit a tender via the Tender Submission Form or Application Form available on the Platform for a specific public contract awarding procedure.** After completing the Tender Submission Form and attaching all required and signed attachments, click on the "Proceed to Summary" button. Then, in the second step of submitting a tender or application, check the correctness of the submitted tender, the attached files and their quantity. Then click the Submit Tender button to complete the tender submission step. Next, the system will encrypt the contractor's tender or application so that it will be unavailable to the contracting authority until the date for opening tenders or submitting applications to participate in the procedure in accordance with Article 221 of the PPL, The final step is to display a message and send an email from platformazakupowa.pl with information about the tender or application being submitted.
5. **The date of submission of the offer is the date of its transmission in the system (platform) in the second step of submitting the offer by clicking on the "Submit offer" button and a message is displayed that the offer has been encrypted and submitted.**
6. The Contractor may withdraw the offer via the Platform before the deadline for submitting offers. The method of submitting or withdrawing an offer is described in the Instructions indicated in point 3.
7. **COMPANY SECRETS:**
 - 7.1. Any information constituting a **business secret** within the meaning of the Act of April 16, 1993, on Combating Unfair Competition, which the Contractor reserves as a business secret, **shall be submitted in a separate and appropriately marked file**, e.g. "Business Secret" and then compressed into a single archive file together with the files constituting the non-confidential part. **Failure to clearly indicate which information constitutes a business secret will mean that all declarations and certificates submitted in the course of these proceedings are open without reservation.**
 - 7.2. The Contractor shall be obliged, along with submitting information reserved as a business secret, to prove that such information meets the prerequisites specified in Article 11 (2) of the Act of April 16, 1993, on combating unfair competition, i.e. the information is of a technical, technological, organizational or economic nature, and as a whole or in a specific juxtaposition and collection of elements, is not generally known to persons normally dealing with this type of information, or is not readily available to such persons, provided that the person authorized to use or dispose of the information has taken steps to keep it confidential with due diligence.

- 7.3. It is recommended that the demonstration of the reservation of information as a business secret be formulated in such a way as to make it accessible. Any reservation of business secrecy by the Contractor without such proof shall be treated by the Contracting Authority as ineffective due to the Contractor's failure to take the necessary measures to maintain confidentiality of the information covered by the clause, pursuant to provisions of Article 18 (3) of the PPL.
- 7.4. **The Contracting Authority shall not disclose information constituting a business secret within the meaning of provisions on fighting unfair competition, if the Contractor, together with submitting such information, stipulated that it may not be disclosed and demonstrated that the reserved information constitutes a business secret.**
- 7.5. In the bid, the Contractor may not reserve information communicated after the bid opening, referred to in Article 222 (5) of the PPL or which is open under separate provisions.

8. **MANNER OF SIGNING A TENDER:**

- 8.1. **A tender shall be signed by a person authorized to represent the Contractor in accordance** with the form of representation of the Contractor specified in the register or any other document appropriate for the given organizational form of the Contractor.
- 8.2. If the Contractor is represented by a person whose authorization to represent him does not arise from the information in the National Court Register, Central Registration and Information on Business Activity or in another relevant register, **the Contracting Authority requires the Contractor to submit with his tender a power of attorney or another document confirming the authorization to represent the Contractor.**
- 8.3. If a person whose authorization to represent the Contractor does not result from the documents referred to above acts on behalf of the Contractor, the Contracting Authority shall request from the Contractor a power of attorney or another document confirming authorization to represent the Contractor.
- 8.4. The above requirements shall apply respectively to a person acting on behalf of contractors jointly applying for public procurement or a person acting on behalf of an entity making available resources pursuant to the provisions of Article 118 of the PPL or a subcontractor who is not an entity making available resources pursuant to such provisions.
- 8.5. **The power of attorney shall be transmitted in electronic form and shall bear a qualified electronic signature, a trusted signature or a personal signature.** Where the power of attorney has been drawn up as a paper document and bears a handwritten signature, a digital representation of that document shall be transmitted bearing a qualified electronic signature, a trusted signature or a personal signature of the principal, certifying the conformity of the digital representation with the paper document. The certification of the conformity of the digital reproduction with the document in paper form may also be carried out by a notary, pursuant to Article 97 § 2 of the Act of February 14, 1991 - Notary Public Law, which certification is provided by the notary with a qualified electronic signature.

9. **JOINT OFFER:**

- 9.1. **Contractors may jointly tender for the award of this contract.** Contractors appearing jointly (e.g. civil law partnerships, consortia) pursuant to provisions of Article 58 (2) of the PPL are obliged to appoint a proxy to represent the Contractor in the public procurement proceedings or to represent him in the proceedings and conclude the public procurement contract.
- 9.2. Any correspondence and settlements shall be made exclusively with the entity acting as a proxy.

- 9.3. The power of attorney shall be signed by the person(s) authorized to grant it, i.e.: in accordance with the form of representation of each Contractor, with a qualified electronic signature or a trusted signature or a personal signature.
Points 8.1 and 8.5 of Chapter XI of the ToR shall apply.
- 9.4. Contractors jointly applying for the contract shall be jointly and severally liable for the performance of the contract.
- 9.5. The list of documents submitted with a tender, in the case of Contractors jointly applying for the award of the contract, is defined in Chapter VII section I of the ToR, and in the case of subjective evidence to be submitted upon request of the Contracting Authority, is defined in Chapter VII section II of the ToR.
10. **THE TENDER SHALL CONSIST OF:**
- 10.1. The **Tender form**, which is consistent with the content of **Annex No. 1 to the ToR**;
- 10.2. **Statement referred to in Article 125 (1) of the PPL**, consistent with the content of **Annex No. 2 to the ToR**. In the case of joint bidding by Contractors, the statement referred to above shall be submitted by each Contractor separately;
- 10.3. Description of the Object of the contract (technical specification), prepared according to **Appendix No. 3 to the ToR**;
- 10.4. *(if applicable)* In the case of **offering equivalent solutions**, the Contractor shall submit in particular the subjective evidence referred to in Chapter IV point 13.3-13.5 to the ToR, proving that the proposed solutions in an equivalent degree meet the requirements of the standards specified in the description of the Object of the contract;
- 10.5. *(if applicable)* **Power of attorney** or other document confirming the authorization to represent the Contractor for the person(s) signing the tender in accordance with Chapter XI point 8 of the ToR;
- 10.6. *(if applicable)* If a tender contains information constituting a **company secret** within the meaning of the provisions of the Act on Combating Unfair Competition of April 16, 1993, the Contractor, in order to maintain the confidentiality of this information, shall submit it in a separate and appropriately marked file - details described in Chapter XI point 7 of the ToR.
11. **The documents specified in Chapter VII section II shall not be submitted together with a tender. These documents shall be submitted by the Contractor whose tender has been awarded the highest mark only after receiving a call from the Contracting Authority.**

XII. SUBMISSION AND OPENING OF TENDERS

1. A tender with the required appendices must be submitted by **April 14, 2025, until 09:00 a.m. via the Platform:**
<https://platformazakupowa.pl/transakcja/1076591>
2. A Contractor may submit only one tender.
3. **The tender shall be submitted in Polish or English.**
4. **The Contracting Authority shall reject any tender submitted after the deadline for submission of tenders.**
5. The Contracting Authority shall ensure that the contents of tenders cannot be consulted before the deadline for their opening.
6. The date of submission of a tender shall be the date of its submission in the system by clicking on the "Submit Tender" button in the second step and displaying a message that the tender has been submitted.

7. The contractor shall not be allowed to withdraw a submitted tender after the deadline for submission of tenders.
8. **Prior to the opening of tenders at the latest, the Contracting Authority will make available on the website of the conducted proceedings the amount of money which he intends to allocate to finance the contract.**
9. The opening of tenders will take place on **April 14, 2025, at 09:05 a.m.** via the Platform <https://platformazakupowa.pl/transakcja/1076591> by decrypting the submitted tenders by the Contracting Authority.
10. The Contracting Authority shall, immediately after the opening of tenders, make available on the website of the conducted proceedings information about:
 - 10.1. the names or first and last names and registered offices or places of business or residence of the Contractors whose tenders have been opened;
 - 10.2. prices or costs contained in the tenders.

XIII. METHOD OF CALCULATING THE OFFER PRICE

1. The offer price must take into account the scope specified in the ToR and any clarifications and amendments to the contents of the ToR, as well as all obligations arising from the text of the attached specimen agreement, all costs incurred by the Contractor for the proper performance of the subject of the contract, including the cost of manufacture or purchase from the manufacturer of the Object of the agreement together with its appurtenances, the cost of delivery, transport, insurance, bringing, assembly, installation, commissioning, calibration, trial testing of the Equipment, license and copyright fees, customs duties, training of the Contracting Authority's personnel.
2. **The evaluation shall be based on the gross offer price indicated in the Tender Form in accordance with the Contracting Authority's requirements indicated in the price calculation table.** The offer price must include all costs necessary for the proper and full execution of the order and all fees and taxes to which the Contractor is liable, resulting from applicable regulations.
3. The correct determination of the VAT rate shall be the responsibility of the Contractor.
4. **The gross price should be given in Polish zloty (PLN) or euro (EUR)** – to be chosen by the Contractor at the bid submission stage, along with the applicable VAT. The Contractor shall indicate in the Tender Form the selected currency in which the Parties will settle their accounts, rounded to two decimal places and in accordance with the following principle:

NOTE: The price in PLN/EUR should be rounded to two decimal places according to the rule that the third digit from 5 upwards results in rounding the second digit from the decimal point upwards by 1. If the third digit from the decimal point is lower than 5, the second digit from the decimal point remains unchanged. The third digit shall not be rounded up.
5. The Contractor shall be obliged to specify the rate of Value Added Tax (VAT) in the Tender Form, according to which he calculates the VAT amount. He shall then sum up the VAT amount and the net offer price to obtain the gross offer price.
6. The method of payment and settlement for the performance of this contract has been specified in the template agreement (*Appendix No. 4 to the ToR*).
7. If the tender has been submitted, the selection of which would lead to the creation of a tax obligation for the Contracting Authority pursuant to the VAT Act of March 11th, 2004, for the purpose of applying the price or cost criterion, the Contracting Authority shall add the amount of VAT which it would be obliged to settle to the price presented in tender. In the tender, the Contractor is obliged to:
 - 7.1 inform the Contracting Authority that the selection of his tender will lead to the creation of the Contracting Authority's tax obligation;
 - 7.2 indicate the name (type) of the good or service, the supply or provision of which will lead to the tax obligation;

- 7.3 indicate the value of the goods or services subject to the tax obligation of the Contracting Authority, without the amount of the tax.
- 7.4 indication of the rate of tax on goods and services which, to the knowledge of the Contractor, will apply.
8. Prices given in the tenders by the Contractors in EUR for the purposes of evaluating the tenders will be converted by the Contracting Authority into PLN according to the official average exchange rate published by the National Bank of Poland on the day of publication of the contract notice in the Public Procurement Bulletin, with the average exchange rates being available at the following internet address: <https://nbp.pl/statystyka-i-sprawozdawczosc/kursy/>.
9. In the case of Contractors from Poland who submit a bid in EUR, the net payment for the invoice will be made in EUR and the VAT in PLN.

XIV. DESCRIPTION OF THE CRITERIA FOR EVALUATING THE TENDERS

1. In selecting the most advantageous offer, the Contracting Authority will be guided by the following criteria:

Criterion 1:	Price (C)	60 %
Criterion 2:	Time of delivery (T)	20 %
Criterion 3:	Period of guarantee and warranty (G)	20 %

The Contracting Authority will evaluate the bids by awarding points under the individual bid evaluation criteria, adopting the rule that 1% = 1 point.

2. **The total point value of the offer will be calculated according to the formula:**

$$W = C + T + G$$

where:

- W** – means the sum of points for all criteria awarded to the examined offer
- C** – means the points value for the „price” criterion
- K** – means the points value for the „time of delivery” criterion
- T** – means the points value for the „period of guarantee and warranty” criterion

The maximum total number of points that a Contractor's offer may obtain is 100 points.

3. **The method of calculating the point value according to the criteria:**

- 3.1 The Contracting Authority will evaluate the bids in the criterion „price” as follows:

The tender with the lowest price (gross) will receive the maximum number of points - 60 points, and the points for the remaining offers will be calculated according to the formula:

$$C = \frac{C_n}{C_b} \times 60$$

where:

Cn – gross price is the lowest among all offers subject to evaluation

Cb – gross price of the offer being examined

60 – the factor resulting from the weighting adopted for the „price“ criterion

The maximum number of points the Contractor's offer can receive in the above criterion is 60.

- 3.2 The Contracting Authority will evaluate the bids in the criterion „*time of delivery*“ as follows:

The **T** point value will be awarded based on the delivery date offered by the Contractor in the Tender Form (*Appendix No. 1 to the ToR*).

The corresponding number of points will be awarded to the Contractor who offers:

Time of delivery (calculated from the date of conclusion of the agreement to the qualitative acceptance confirmed by the Parties with a qualitative acceptance protocol)	Number of points
2 months	20 points
3 months	10 points
4 months	0 points

assuming that the maximum (basic) delivery time is 4 months, and the minimum is 2 months.

ATTENTION!

- 3.2.1 The Contractor is obliged to offer at least the maximum (basic) delivery date expected by the Contracting Authority, i.e., 4 months from the date of conclusion of the agreement.
- 3.2.2 If the Contractor indicates a delivery date longer than 4 months in the offer, his offer will be rejected pursuant to art. 226 (1) (5) PPL.
- 3.2.3 Failure to provide a delivery date in the offer will mean that the Contractor offers the basic delivery date required by the Contracting Authority, i.e., 4 months. In such a case, the Contractor will receive 0 points in this criterion.
- 3.2.4 If a delivery period is shorter than the minimum expected by the Contracting Authority, the Contracting Authority will accept the minimum delivery date, i.e., 2 months, for the evaluation of offers, and the delivery date indicated in the offer by the Contractor will be entered into the agreement.
- 3.2.5 If intermediate values are given between the cut-off dates, the Contracting Authority will round the intermediate values given up to the longer term for tender evaluation.

The maximum number of points the Contractor's offer can receive in the above criterion is 20.

- 3.3 The Contracting Authority will evaluate the bids in the criterion „*period of guarantee and warranty*“ as follows:

The **G** point value will be awarded based on the warranty and guarantee period the Contractor offers in the Tender Form (*Appendix No. 1 to the ToR*).

The corresponding number of points will be awarded to the Contractor who offers:

Period of guarantee and warranty (calculated from the day following qualitative acceptance)	Number of points
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36 months	20 points
30 months	10 points
24 months	0 points

assuming a minimum (basic) guarantee and warranty period is - 24 months and a maximum of 36 months.

ATTENTION!

- 3.3.1 The Contractor must offer at least the minimum guarantee and warranty period the Contracting Authority expects, i.e., 24 months from the day following qualitative acceptance.
- 3.3.2 If the Contractor indicates a warranty and guarantee period shorter than 24 months in his offer, his offer shall be rejected pursuant to Art. 226 (1) (5) of the PPL.
- 3.3.3 Failure to provide the warranty and guarantee period in the offer shall mean that the Contractor offers the minimum warranty and guarantee period required by the Contracting Authority, i.e., 24 months. In such a case, the Contractor shall receive 0 points in this criterion.
- 3.3.4 If a longer guarantee and warranty period than the maximum expected by the Contracting Authority is given, the Contracting Authority will accept the maximum guarantee and warranty period, i.e., 36 months, for bid evaluation. The warranty and guarantee period indicated in the bid will be entered into the agreement.
- 3.3.5 If intermediate values are given between the boundary periods, the Contracting Authority, for the purpose of bid evaluation, will round the intermediate values given down to the shorter period.

The maximum number of points the Contractor's offer can receive in the above criterion is 20.

- 4. **The tender with the highest number of points shall be considered the most advantageous.**
- 5. The Contracting Authority shall evaluate and compare non-rejectable tenders submitted by Contractors not subject to exclusion from this procedure.
- 6. C-values shall be calculated to two decimal places, according to the rule that the third digit after the decimal point from 5 upwards results in rounding up the second digit after the decimal point by 1. If the third digit after the decimal point is lower than 5, the second digit after the decimal point does not change.

XV. CORRECTION OF ERRORS IN THE CONTENTS OF THE TENDER

- 1. Pursuant to Article 223 (2) of the PPL the Contracting Authority shall be correct in the tender:
 - 1.1. obvious clerical errors,
 - 1.2. obvious calculation errors, including the arithmetic consequences of the corrections made,
 - 1.3. other errors consisting in inconsistency of the tender with the contract documents, not causing significant changes in the contents of the tender,
 - immediately notifying the Contractor whose tender has been corrected.
- 2. In the case referred to in item 1.3, the Contracting Authority shall fix an appropriate time limit for the Contractor to agree to the correction of the error in the tender or to challenge its correction. **Failure to reply within the designated time limit shall be deemed consent to correct the mistake.**

3. The Contracting Authority shall reject the tender if the Contractor disputes correcting the mistake in point 1.3 within the designated time limit.

XVI. SELECTION OF THE MOST ADVANTAGEOUS TENDER

1. The Contracting Authority shall award the contract to the Contractor whose tender:
 - 1.1. meets all the requirements of the PPL,
 - 1.2. meets all the conditions specified in the ToR,
 - 1.3. has been selected as the most advantageous based on the tender evaluation criteria defined in the ToR.
2. The Contracting Authority shall immediately inform all Contractors simultaneously of:
 - 2.1. selection of the most advantageous tender, indicating the name or business name, registered office or place of residence, if this is the place of business of the Contractor whose tender was selected, and the names or business names, registered offices or places of residence, if this is the place of business of the Contractors who submitted tenders, as well as the scores awarded to the tenders for each tender evaluation criterion and the total score;
 - 2.2. contractors whose tenders have been rejected, stating the factual and legal reasons for the rejection;
 - 2.3. cancellation of the procedure,
 - stating the factual and legal reasons.
3. The Contracting Authority shall post the information referred to in points 2.1 and 2.3 on the website for the conducted tender.
4. **If the Contractor whose tender was selected as the most advantageous evades entering into a public procurement agreement or fails to provide the required performance bond, the Contracting Authority may re-examine and evaluate tenders from among the tenders submitted by the remaining Contractors and select the most advantageous tender or cancel the procedure.**

XVII. INFORMATION ON FORMALITIES WHICH SHOULD BE COMPLETED AFTER THE TENDER SELECTION TO CONCLUDE THE PUBLIC PROCUREMENT AGREEMENT

1. Persons representing the Contractor Operator when signing the contract should have with them documents confirming their authorization to sign the agreement, if such authorization does not result from the documents attached to the tender.
2. If a tender submitted by Contractors jointly applying for the award has been selected (Article 58 of the PPL), before concluding the public procurement agreement, the Contracting Authority shall demand a copy of the agreement regulating cooperation between these Contractors.
3. The Contracting Authority shall agree with the selected Contractor within not less than 5 days from the date of sending the notice on selection of the most advantageous tender, if the notice was sent using electronic communication, subject to provisions of Article 308 (3) (1) letter a) of the PPL.
4. The agreement shall be concluded in compliance with the template agreement constituting **Appendix No. 4 to the ToR** supplemented by provisions resulting from the tender submitted.
5. The Contractor will be obliged to sign the agreement at the place and date indicated by the Contracting Authority. The Contracting Authority shall allow the agreement to be concluded in electronic form pursuant to paragraph 781 of the Act of April 23, 1964 - Civil Code.
6. Prior to signing the agreement, the Contracting Authority will examine whether the grounds for exclusion provided for in Article 7 (1) Sanction Act apply, based on the lists indicated in that

Act or other available means. The prohibitions and grounds for exclusion shall also apply during the contract execution phase.

7. The Contracting Authority shall, no later than 30 days from the date of completion of the contract awarding procedure shall publish in the Public Procurement Bulletin a notice of the outcome of the procedure containing information on the award of the contract or cancellation of the procedure.

XVIII. REQUIREMENTS CONCERNING A PERFORMANCE BOND

The Contracting Authority **does not require** a performance bond.

XIX. REQUIREMENTS CONCERNING EMPLOYMENT BASED ON AN EMPLOYMENT RELATIONSHIP, IN CIRCUMSTANCES REFERRED TO IN ARTICLE 95 OF THE PPL

The Contracting Authority **does not provide** for the requirements referred to in Article 95 (1) of the PPL.

XX. TEMPLATE AGREEMENT / CONTRACT AMENDMENT

1. As a separate **Appendix No. 4 to the ToR**, the Contracting Authority has included a template agreement that defines the terms and conditions of performance of the public contract in question.
2. The Contracting Authority allows the possibility to amend the agreement concluded concerning the contents of the selected tender within the scope regulated in Article 454-455 of the PPL and indicated in the specimen agreement.

XXI. CURRENCY OF SETTLEMENTS RELATED TO THE PERFORMANCE OF THIS PUBLIC CONTRACT

1. Settlements related to the performance of the public contract to which this ToR refers will be made in PLN. The Contracting Authority also allows settlements with the Contractor in foreign currencies other than PLN, i.e., EUR.
2. All settlements related to the public contract covered by these ToR will be made in PLN or EUR, according to the currency chosen by the Contractor in the Tender Form.
3. For evaluation purposes, tenders will be converted by the Contracting Authority into PLN according to the official average exchange rate published by the National Bank of Poland as of the date of publishing the contract notice in the Public Procurement Bulletin, with average exchange rates available at the following internet address: <https://nbp.pl/statystyka-i-sprawozdawczosc/kursy/>.

XXII. LEGAL REMEDIES

1. The rights to legal remedies provided for in Section IX of the Public Procurement Law are available to the Contractor, the participant in the competition and any other entity if he/she has or had an interest in obtaining the contract or award in the competition and suffered or may suffer damage as a result of violation of the provisions of this Law by the Contracting Authority.
2. Legal remedies against the announcement initiating the contract awarding procedure, or the announcement of the competition, and the contract documents are also available to organizations on the list referred to in art. 469 item 15 of the Public Procurement Law and the Ombudsman for Small and Medium-sized Enterprises.

3. The legal remedies referred to in point 1 are:
 - an appeal to the President of the National Appeal Chamber (Article 513 et seq. of the PPL),
 - an appeal to the Regional Court in Warsaw (Article 579 et seq. of the PPL).
4. An appeal may be lodged against:
 - 4.1. an action incompatible with the provisions of the Law taken by the Contracting Authority in the contract awarding procedure, the procedure for the conclusion of a framework agreement, the dynamic purchasing system, the system for qualifying Contractors or a contest, including the draft contractual provisions;
 - 4.2. failure to act in a procedure for the award of a contract, for conclusion of a framework agreement, a dynamic purchasing system, a system for qualifying Contractors, or a competition, to which the Contracting Authority was obliged under the Law;
 - 4.3. failure to conduct a contract awarding procedure or organize a competition pursuant to the Law, despite the fact that the Contracting Authority was obliged to do so.
5. The appeal shall be lodged with the President of the Chamber within the time limits specified in Article 515 of the PPL.
6. An appeal to court may be lodged against a ruling of the Chamber and a decision of the President of the Chamber referred to in Article 519 (1) by the parties and participants in the appeal proceedings within 14 days of the day of delivery of the Chamber's ruling or the decision of the President of the Chamber referred to in Article 519 (1), at the same time sending a copy to the opponent of the complaint. The complaint shall be lodged via the President of the Chamber.