

Appendix no.1 ToR 1/7

BID FORM

Contracting Authority designation: **BOS/09/NZ/20**2020

Announcement no DU UE:...../Announcement
date:

Contractor name:

.....
.....

Contractor's headquarters):

.....
(street, number)

.....
(postal code, city, voivodship, county)

Identifying data (NIP, PESEL, REGON, KRS):

.....

Mailing address:

.....
(name)

.....
(street, house no, apartment no.)

.....
(country, postal code, city voivodship, county)

.....
(website, e-mail)

List and description of powers of attorney granted for these proceedings / documents and statements/offer
submitted:.....
.....

Where a tender is submitted by a consortium (a joint tender submitted by several contractors), it shall be completed in the upper part by the "leader"/contractor, appointed as a proxy. Below it is obligatory to fill in this list identifying the other contractors.

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No.	CONTRACTOR IN CONSORTIUM (JOINT BID)	IDENTIFYING DATA- ADDRESS, DOCUMENT NO. REGISTRY NO.

In the case of a tender submitted by a consortium under "name of the Contractors)" The Contractors shall enter the name of the consortium and the name of the proxy, in the remaining items concerning the "address of the Contractors)". - data of the Consortium Attorney.

In the case of a joint tender (consortium), a table showing the full names of the contractors and their addresses should also be completed.

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OFFER

1. **We hereby submit our offer for the delivery of is new, dynamic braking station with equipment dedicated for research and development, also for aprooval measures for testing and simulating Midle Duty i Heavy Duty internal combustion engines fuelled by gasoline, diesel, LPG gas, CNG, synthetic fuels and biofuels with a maximum power rating 560Kw, which will be carried out in accordance with the requirements of the Terms of Reference - BOS/09/NZ/20.**

We offer the execution of the subject of the contract within the scope specified in the Terms of Reference (ToR) in the amount (lump sum price, covering the full scope of the subject of the contract described in the ToR and annexes):

2. Net price: PLN; VAT tax (%)
amount:..... PLN
Gross price: PLN
writing: PLN
Gross price: currency.

The Contractor shall convert the price of the tender given in the currency according to the principles indicated in §5 point 9 of the ToR.

In the absence of conversion of the offer price¹ into PLN, the Contracting Authority shall perform such conversion in accordance with the principles described in the text of the ToR.

The subject matter of the order, valuation principles have been described by the Contracting Authority in the text of the ToR and we do not raise any comments and objections related to the description prepared by the ordering party. If our offer is selected, we declare the execution of the order in accordance with all requirements of the Contracting Authority and legal regulations, the content of the offer, within the period specified in these ToR.

¹ “As provided for in the ToR: "Where a tender has been submitted, the selection of which would lead to the contracting authority being obliged to pay tax in accordance with VAT legislation, the Contracting authority shall, in order to assess such a tender, add VAT to the price presented in the tender, which it would be obliged to settle in accordance with that legislation. When submitting a tender, the Contractor shall inform the Contracting authority whether the selection of a tender will lead to the Contracting authority's tax liability, indicating the name (type) of the goods or services the supply or provision of which will lead to its occurrence and their value without the amount of the tax"

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3. Subcontracting declaration

- I declare that I will execute the order on my own and I do not intend to execute it with subcontractors*.
- We declare that we intend to carry out the order with the participation of subcontractors (fill in only if the contractor intends to entrust the execution of the order to subcontractors)*:

Lp.	Subcontractor (identifying data, address, name, NIP/PESEL,)	Scope of the part of the contract/supply or service in which the contractor intends to entrust the execution to a subcontractor
		Location Scope of work: Size:
		Location: Scope of work: Size:

** **cross out an unnecessary statement.** In the case of failure to cross out the statement(s) will be illegible and the tabular list will not be completed, the contracting authority is to assume that the order will be carried out by the contractor on its own and the contractor does not intend to entrust it to any subcontractor.*

4. **We provide a guarantee for the entire order for the period..... months from the date of commissioning and signing the final acceptance protocol** (note: according to the ToR, the minimum guarantee period is 12 months - a requirement imposed in this procedure). **We declare that in case of failure to fill in the above mentioned item, we give a 12-month guarantee. The warranty period in accordance with the conditions of the Civil Code is 24 months.**
5. Technical parameter – Accuracy of current and voltage measurement of the hybrid drive supply current (sum of current and voltage measurement accuracy)..... [%]. **Maximum value of current and voltage 0.1%.**
6. Technical parameter – Value of the inertia torque of the motor under test[kg×m2]. **Maximum torque value 0.4 [kg×m2].**

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7. **The equipment has a declaration of conformity and meets European safety standards.**
8. **We undertake*(s*) to carry out the subject of the contract by 30.06.2021r.**
9. **We declare that:**
 - a. **We guarantee the performance of this order in its entirety as stated: To the ToR, explanations to the ToR and its modifications,**
 - b. **the offer made binds us for 60 days. The time limit begins to run when the deadline for submission of bids expires.**
10. **We accept without reservation the description of the subject matter of the contract, the requirements contained in the ToR and the draft contract attached to the ToR and we undertake to sign the contract under the terms and conditions applicable to this procedure.**
11. **We hereby declare that the selection of the offer will*/shall* not lead to a tax obligation on the part of the Contracting Authority.** At the same time as the submitted declaration, we provide the name (type) of the goods or services whose supply or provision will lead to its occurrence
....., and indicate their value without tax
.....
12. If our tender is considered to be the most advantageous, I*(our*) undertake to conclude the contract at the place and time indicated by the purchaser. Before concluding the contract, we undertake to provide a performance bond under the terms and conditions indicated in the ToR and draft contract
13. The guarantee lodged in these proceedings in the form of
must be returned as follows:
14. The contact person for the conclusion of the agreement is
The way of contact: email:

Mailing address if different:
15. **None** of the information contained in the offer **constitutes a business secret within** the meaning of the provisions on combating unfair competition***) / **the information contained in the offer indicated below constitutes a business secret within** the meaning of the provisions of the Act on Combating Unfair Competition and therefore cannot be disclosed, in particular to other participants in the proceedings****):

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Lp.	Indication of the type (name)	The pages in the offer (expressed in figures) or a separate part of the offer (proposed solution)	
		FROM	TO
a)			
b)			
c)			

Attention!

***) The term "business secret" means technical, technological, organisational or other information of economic value which, as a whole or in a particular combination and set of its elements, is not generally known to persons normally engaged in this type of information or is not readily accessible to such persons, provided that the person authorised to use or dispose of the information has taken steps, with due diligence, to maintain its confidentiality (OJ of 24 August 2018, item 1637).

****) The Contractor shall enclose this declaration only if he reserves in the tender that any of the information included in the tender constitutes a business secret and proves that the reserved information constitutes a business secret. An Contractor cannot reserve the information referred to in art. 86 item 4 of the PPL.

16. Is the Contractor a micro, small or medium enterprise? YES NO
(choose correct answer)

See Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (OJ L 124, 20.5.2003, p. 36). This information is required for statistical purposes only.

Micro-enterprise: an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million.

Small enterprise: an enterprise which employs fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 10 million.

Medium-sized enterprises: enterprises which are not micro or small enterprises and which employ fewer than 250 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 50 million.

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17. Declaration placed by the Contractor on the fulfilment of the information obligations provided for in Article 13 or 14 of the TYPE

We declare that:

We have fulfilled the information obligations provided for in Article 13 or Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("FID") for natural persons from whom I have directly or indirectly obtained personal data in order to compete for the award of a public contract in this procedure, including the obligation that I have fulfilled in accordance with the "Information on processing of personal data of natural persons whose data are provided to the contracting authority by the contractor in the course of the public procurement procedure and in the course of performance of the contract" attached to the ToR in this procedure.

STATEMENT CONCERNING THE INFORMATION PROVIDED:

We declare that the information provided in the above statements is up to date and true and has been presented with full knowledge of the consequences of misleading the contracting authority when presenting the information.

18. The annexes to this tender are:

- 1) – page
- 2) – page
- 3) – page
- 4) – page
- 5) – page
- 6) – page

.....
place, date

.....
Contractor signature

Appendix no.3 ToR

....., 2020

Contracting authority signature: **BOS/09/NZ/20**

Announcement no. DU UE:...../announcement date

Contractor name:

.....

.....

The printout submitted by all the contractors who have submitted bids - TIME OF OPEN OFFERS.

**DECLARATION OF AFFILIATION OR NON- AFFILIATION
TO THE SAME GROUP**

By submitting a tender in the public procurement procedure for the supply of **test bench dedicated for the new generation of automotive engines and hybrid powertrains provided for years 2020-2030, powered by alternative and synthetic fuels**, conducted by the BOSMAL Research and Development Institute Ltd.

WE DECLARE THAT:

- we do not belong to the same capital group referred to in art. 24 section 1 item 23 of the PPL Act with contractors who submitted tenders in this procurement procedure*;
- we belong to the same capital group referred to in art. 24 par. 1 item 23 of the PPL with the following economic operators who submitted tenders in this contract award procedure*:

1).....

2).....

The following documents or information are attached, that the relationship with the contractor (name, address).....

.....

do not lead to a distortion of competition in the contract award procedure.

.....

Contractor's signature

*delete any unnecessary

Appendix no.4 ToR

**Submitted to the bid pursuant to Article 22a(1) and (2) of the PPL Act.
Submitted to a tender only if the contractor uses the resources of another entity.**

Contracting Authority:

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

Entity making resources available pursuant to Article 22a of the PPL:

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

Represented by:

(name, surname, basis for representation)

No. of the procedure - designation of the Contracting Authority: **BOS/09/NZ/20**

Statement of the entity making the resources available pursuant to Article 22a of the PPL Act.
It shall be filled in by the entity providing the Contractor with its resources (technical and professional potential) in order to confirm the fulfilment of the conditions for participation in the proceedings.

I declare that, in accordance with Article 22a(1) and (2), I will make my technical and professional capacities available:

Contractor submitting a tender in this procedure (full name, seat, identification data):

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(1) the extent of the resources made available to the contractor;

.....
.....

(2) the use of resources by the contractor, when performing the public contract;

.....
.....

(3) scope and duration of participation in the performance of a public contract;

.....
.....

.....,date

.....
signature of the person legally empowered

A STATEMENT CONCERNING THE INFORMATION PROVIDED:

I declare that all the information provided in the above statements is up to date and true and has been presented with full knowledge of the consequences of misleading the purchaser in presenting the information.

.....
Signature

WARRANTY CARD SAMPLE

(Quality guarantee)

The Guarantee is the Contractor:

.....
(name, address)

The warranty holder is:

.....

Called then Contracting Authority.

§ 1

Warranty purpose and period

1. This warranty cover whole order matter which form an integral part of the Contract..... Date on Or any other documents which are integral part of the contract.
2. The Guarantor shall be liable to the Contracting Authority under this Warranty Card for the entire subject matter of the Contract, including parts performed by subcontractors.
3. The guarantor is responsible to the contracting authority for the performance of all obligations referred to in this guarantee.
4. Warranty period consistmonths starting from the date of signing by the Contracting Authority of the final acceptance protocol of taking over the subject of the Contract.

§ 2

Duties and rights of the Parties

1. In the event of any defect in the subject matter of the Contract, the Contracting Authority shall be entitled to:
 - a) indicate the procedure for the removal of the defect/replacement of the item with a new one that is free from defects;
 - b) demand compensation from the Guarantor (covering both losses and lost profits) suffered by the Contracting Authority or third parties as a result of defects.
 - c) demand from the Guarantor a contractual penalty for untimely commencement of removal of defects / replacement of the item with a defect-free item in the amount of 0.2% of gross remuneration (including VAT) specified in the Contract, for each week of delay;
 - d) demand from the Guarantor compensation for untimely removal of defects / replacement of the item with a free from defects in the amount exceeding the amount of the contractual penalty referred to in point c).
2. In the event of the occurrence of any defects in the subject of the Contract, the Guarantor is obliged to:
 - a) timely fulfillment of the Contracting Authority's request for removal of the defect, however, the removal of the defect may also take place by replacing the item included in the subject of the Contract with an item free from defects;
 - b) pay compensation referred to in section 1 letter b);
3. In the case of untimely removal of defects or untimely removal of defects / replacement of the item with a defect-free one, the Guarantor is obliged to:
 - a) pay the contractual penalty referred to in paragraph 1c);
 - b) pay the compensation referred to in paragraph 1d).
4. Whenever further provisions refer to "removal of a defect", this shall also mean replacement of the item falling within the scope of the subject matter of the Contract with a defect-free item.

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§ 3

Warranty checks

As part of the warranty, the Contractor ensures that free periodic inspections, necessary to maintain the warranty, are carried out in accordance with the operating manual of the equipment, ensuring failure-free operation of the system. However, inspections may not take place less frequently than once every 12 months.

§ 4 Appeal to remedy a defect

In the event of a defect being revealed at a time other than during the warranty inspection, the Contracting Authority shall immediately, but not later than within 7 days from the disclosure of the defect, notify the Guarantor of the defect in writing, at the same time calling on the Guarantor to remove the revealed defect in an appropriate manner:

- ⇒ regular one, mentioned at § 5 point. 1, or
- ⇒ emergency one, mentioned at § 5 point. 2.

§ 5

Defect elimination mode

Regular mode:

1. The Guarantor is obliged to proceed to remove the revealed defect within 4 days (except for statutory holidays) from the date of receiving the call referred to in § 4 or the date of drawing up the Guarantee Review Protocol. The deadline for removal of defects cannot be longer than 15 days from the date of reporting the defect, except for public holidays or from the date of drawing up the Protocol of the Guarantee Review. In case it is necessary to send the device or its parts to the Contractor's service point, the repair date will be agreed upon additionally.

Emergency mode:

1. When the revealed defect restricts or prevents the operation of a part or the whole object of the contract, as well as when the revealed defect may result in a threat to human life or health, pollution of the environment, occurrence of irreparable damage to the Contracting Authority or third parties, as well as in other cases of no delay (about which the Contracting Authority shall inform the Guarantor in the summons referred to in §4): the Guarantor is obliged to:
 - ⇒ proceed to remove the revealed defect immediately, but not later than within 48 hours from receiving the call referred to in § 4, or from drawing up the Guarantee Review Protocol,
 - ⇒ remove the defect at the earliest possible date, not later than within 7 calendar days from receiving the call referred to in § 4 or the date of drawing up the Guarantee Review Protocol.

3. The defects removal shall be deemed to be effective once Parties have signed a protocol of acceptance of the removal of defects.

§ 6

Communication

1. All communication between the Parties must be in writing.
2. The Contracting Authority has the opportunity to report defects at least 7 days a week, 24 hours a day, by e-mail;
3. Communication by e-mail will be considered in written form only.
4. All correspondence addressed to the Guarantor should be sent to the
(Contractor address, fax no., email address)
5. All correspondence addressed to the Contracting Authority should be sent to the

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6. The parties are obliged to inform about changes in the contact details referred to in paragraphs 3 and 4 immediately, no later than 7 days after the occurrence of the changes, under the pain of considering sending correspondence to the last known address as effectively delivered.
7. The Guarantor is obliged, within 7 days from the date of filing a petition for bankruptcy or liquidation, to notify the Contracting Authority in writing about this fact.
8. The Contractor guarantees the availability of post-warranty service within 15 days (a qualified service technician will perform the repair in the place of the Contracting Authority), except for public holidays.
9. Availability of spare parts and post-warranty service for a period of at least 10 years from the date of signing the acceptance protocol.

§ 7

Final agreements

1. In matters not regulated, the relevant provisions of Polish law, in particular the Civil Code shall apply.
2. An integral part of this Warranty Card is the Contract and other documents being its integral part.
3. Any changes to this Warranty Card must be made in writing under pain of nullity.
4. This Warranty Card has been drawn up in two copies with original rights, one for each party

The Guarantor (Contractor)

Appendix no.5 ToR

.....,2020

Ordering Party's designation: **BOS/09/NZ/20**

Announcement no. DU UE:/announcement
date.....

announcement

Contractor name:

.....
.....

STATEMENT

**ON THE ABSENCE OF GROUNDS FOR EXCLUSION IN THE CASE OF AN INVITATION BY THE CONTRACTING
AUTHORITY**

In connection with the submission of a bid in a public procurement procedure conducted by means of an open tender for **the supply of a new research station for a new generation of automotive engines and hybrid drives planned for the years 2020-2030, powered by alternative and synthetic fuels**, conducted by the BOSMAL Research and Development Institute Ltd.

I the undersigned _____

acting for and on behalf of

declare that:

1. no final court judgment or a final administrative decision on arrears with payment of taxes, fees or social or health insurance contributions has been issued in relation to the Contractor whom I represent;
2. the Contractor whom I represent has not been forbidden from tendering for public contracts as a precautionary measure;
3. the Contractor whom I represent has not been given a final and binding sentence of a court for an offence of restriction of liberty or a fine within the scope defined by the ordering party pursuant to art. 24 item 5 point 5 of the Act of 29 January 2004. Public Procurement Law (uniform text: Journal of Laws of 2018, item 1986 as amended - "PZP"), i.e. for an offence against the employee's rights or an offence against the environment, if the offence was punishable by imprisonment, restriction of freedom or a fine not lower than PLN 3,000;
4. In relation to persons indicated in Article 24(5)(6) of the PPL, no court sentence was issued for an offence of restriction of liberty or a fine within the scope specified by the contracting authority under Article 24(5)(6) of the PPL, i.e. for an offence against the employee's rights or an offence against the environment, if the offence was punishable by imprisonment, restriction of liberty or a fine not lower than PLN 3 000;
5. the contractor I represent is not in arrears with the payment of local taxes and fees referred to in the Act of 12 January 1991 on Local Taxes and Fees (consolidated text: Journal of Laws of 2018, item 1445, as amended);

.....
Contractor signature

Appendix no.6 ToR

.....,2020

Contracting authority signature: **BOS/09/NZ/20**

Announcement no. DU UE:/announcement
date.....

announcement:

Name of the Resource Provider - hereinafter referred to as the AFFILIATOR:

.....

STATEMENT

ON THE ABSENCE OF GROUNDS FOR EXCLUSION IN THE CASE OF AN INVITATION BY THE CONTRACTING AUTHORITY

With regard to the provision of resources to the contractor
in the public procurement procedure conducted by means of an open tender **for the supply of a new research station for a new generation of automotive engines and hybrid drives planned for the years 2020-2030, powered by alternative and synthetic fuels**, conducted by the BOSMAL Automotive Research and Development Institute Ltd.

I, the undersigned _____

acting for and on behalf of _____

declares that:

1. no final court judgment or a final administrative decision on arrears in payment of taxes, fees or social security or health insurance contributions has been issued against the Provider I represent;
2. the Accessing Party I represent has not been prohibited from tendering for public contracts as a precautionary measure;
3. no final judgment of a court for an offence of restriction of liberty or a fine has been passed in relation to the Accessing Party whom I represent within the scope defined by the Awarding Entity on the basis of Article 24, paragraph 5, point 5 of the Act of 29 January 2004. Public Procurement Law (uniform text: Journal of Laws of 2018, item 1986 as amended - "PZP"), i.e. for an offence against the employee's rights or an offence against the environment, if the offence was punishable by imprisonment, restriction of freedom or a fine not lower than PLN 3,000;
4. in relation to persons indicated in Article 24(5)(6) of the PPL, no court sentence was issued for an offence of restriction of liberty or a fine within the scope specified by the contracting authority under Article 24(5)(6) of the PPL, i.e. for an offence against the employee's rights or an offence against the environment, if the offence was punishable by imprisonment, restriction of liberty or a fine not lower than PLN 3 000;
5. The Provider whom I represent is not in arrears with payment of local taxes and fees referred to in the Act of 12 January 1991 on local taxes and fees (consolidated text: Journal of Laws of 2018, item 1445, as amended);

.....
The declaration shall be signed by the provider
of the resources, except / applies (Article 22a(3) of the PPL)

Appendix no.7 ToR

Contracting Authority: **BOS/09/NZ/20**

Announcement no. DU UE:

date.....

announcement:

Contractor name:

.....
.....

List of deliveries made to confirm the fulfilment of the participation condition resulting from §3 of the ToR*.

This condition shall be met if the Contractor demonstrates that within the last 3 years before the deadline for submission of tenders he has made at least 2 deliveries of engine dynamometers and power supply systems for hybrid drives of comparable power and equipped with the same automation system as offered.

In order to prove the fulfillment of the condition for participation in the procedure indicated in §3 of the ToR, a contractor at the invitation of the Contracting authority shall be obliged to submit a list of at least two supplies made within the last three years before the deadline for submission of tenders, and if the period of activity is shorter - within this period, together with their value, subject matter, dates of performance and entities, to whom the deliveries have been made, and enclosing proofs stating whether the deliveries have been made, such proofs being references or other documents issued by the entity to whom the deliveries have been made, and if for a justified reason of objective nature the Contractor is not able to obtain such documents - a statement by the Contractor.

In the case of a tender submitted jointly (Article 23 of the Act on public procurement - consortium), the condition of participation in the procedure is sufficient if at least one of the Contractor submitting a joint tender or two jointly.

L.p.	Subject matter description	Total value (PLN/currency) Currency Converter according to the ToR	Deadline from to.....	NAME address (place of implementation) Investor

The list should be accompanied by evidence confirming that the above mentioned deliveries have been made, with references or other documents issued by the entity for the benefit of whom the deliveries have been made, and if for a justified reason of objective nature the Contractor is not able to obtain such documents - a statement by the Contractor.

If in the documents submitted to confirm the fulfilment of the conditions for participation, any values are given in a foreign currency, the Contracting Authority, in order to assess the fulfilment of the condition for participation, shall convert the value of the currency into PLN according to the average exchange rate of the National Bank of Poland as of the date of publication of the contract notice in the Official Journal of the European Union.

.....
Contractor*

* It shall be submitted separately by the Contractor and/or, if applicable, by the Provider