**Specification of Terms of Order**

**(STO)**

**Supply of Biophysical Equipment: Sale, Delivery, Installation, and Commissioning of a Brand-New Mass Photometer KPO9**

**Reference number: ADZ.261.32.2024**

*Public procurement procedure above EU thresholds conducted in the mode of open tender, based on the provisions of the Public Procurement Law of September 11, 2019.*

Approval:

……………….……………………………….

*Signature of the Head of the Ordering Party*

Warsaw, August 14, 2024.

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# NAME AND ADDRESS OF THE ORDERING PARTY AND WEBSITE OF THE PROCUREMENT PROCEDURE

1. International Institute of Molecular and Cell Biology in Warsaw, ul. Ks. Trojdena 4, 02-109 Warsaw, phone: +48 22 597 07 00, email: przetargi@iimcb.gov.pl, website: www.iimcb.gov.pl, buyer profile address: <https://platformazakupowa.pl/pn/iimcb>.
2. The procurement documentation has been posted on the Ordering Party’s Purchasing Platform (hereinafter: Platform), available at: <https://platformazakupowa.pl/transakcja/968571> , in the "Procurements" tab after selecting the appropriate name and reference number of the procedure.
3. Any explanations and amendments to the content of the STO, as well as other documents directly related to the procurement procedure, will be made available on the website: <https://platformazakupowa.pl/transakcja/968571> after selecting the appropriate name and reference number of the procedure.

# PROCEDURE FOR AWARDING THE CONTRACT

1. The public procurement procedure is conducted in the mode of an open tender as referred to in Article 132 of the Public Procurement Law of September 11, 2019 (Journal of Laws of 2023, item 1605, as amended), hereinafter referred to as the "Act," and based on executive regulations issued under it.
2. In matters not regulated by this Specification of Terms of Order (STO), the provisions of the Act shall apply.
3. he estimated value of the order, including similar supplies, in accordance with the requirements set out in Article 30(2) of the Act, exceeds the EU thresholds mentioned in Article 3 of the Act. This procedure is part of a contract covering biophysical supplies, separated as a distinct procedure in accordance with Article 91(1) of the Act.
4. The Ordering Party informs that in accordance with:
   1. Article 7(6-7) of the Act of April 13, 2022 (Journal of Laws of 2023, item 1497) on specific solutions in the scope of counteracting support for aggression against Ukraine and serving to protect national security, a person or entity subject to exclusion under Article 7(1) of this Act, which during the period of this exclusion applies for a public contract or participates in the procedure for awarding a public contract, is subject to a financial penalty. The financial penalty referred to in paragraph 6 of this Act is imposed by the President of the Public Procurement Office, by decision, in the amount of up to PLN 20,000,000,
   2. Article 7(5) of the aforementioned Act, applying for a public contract is understood as submitting an offer.

# NAME AND DESCRIPTION OF THE SUBJECT OF THE CONTRACT

1. The subject of the contract is the sale, delivery, installation, and commissioning of a brand-new mass photometer that enables the analysis of the mass distribution of proteins and nucleic acids based on single-molecule measurements in solution.
2. A detailed description of the subject of the contract can be found in Annex No. 1 to the Specification of Terms of Order (STO) ("Description of the Subject of the Order" or "OPZ"). The essential terms of the contract are provided in Annex No. 2 to the STO ("Essential Terms of Contract" or "IPU")**.**
3. Place of contract execution: the Ordering Party's headquarters, ul. Ks. Trojdena 4, 02-109 Warsaw.
4. Name and code specified according to the Common Procurement Vocabulary (CPV) for the subject of the contract::

**Main subject:**

**38000000-5 Laboratory, optical, and precision equipment (excluding glass)**

**Additional subjects:**

**38600000-1 Optical instruments**

**80511000-9 Staff training services**

1. The Ordering Party requires the submission of subject evidence along with the offer, in accordance with the requirements specified in Chapter VIII of the STO.
2. The Ordering Party does not anticipate selecting the most advantageous offer using an electronic auction, as referred to in Articles 227(2) - 238 of the Act.
3. The Ordering Party does not allow the submission of variant offers.
4. The Ordering Party does not foresee concluding a framework agreement.
5. The Ordering Party does not plan to establish a dynamic purchasing system.
6. The Ordering Party does not reserve the obligation for the contractor to personally perform key tasks related to the contract.
7. The Ordering Party does not reserve the possibility of applying for the contract exclusively by contractors referred to in Article 94 of the Act.
8. The Ordering Party does not foresee the possibility of submitting offers in the form of electronic catalogs or attaching electronic catalogs to the offer.
9. The Ordering Party does not provide for the reimbursement of costs of participation in the procedure.
10. The Ordering Party allows settlements in foreign currencies.
11. The Ordering Party does not anticipate a site visit.
12. The Ordering Party does not foresee the contractor's verification of documents necessary for the execution of the contract, as referred to in Article 131(2) of the Act.
13. The Ordering Party does not anticipate awarding contracts referred to in Article 214(1)(8) of the Act.
14. The Ordering Party has described the subject of the contract by referring to standards while simultaneously allowing for solutions equivalent to the described parameters. The Ordering Party indicates that the obligation to propose equivalent solutions in relation to those described in the description of the subject of the order and to demonstrate equivalence lies with the Contractor. If the Contractor offers a solution referring to equivalent standards, the Ordering Party requires the Contractor to submit, for example, the manufacturer's technical documentation in the offer, confirming that the offered delivery meets the requirements and characteristics specified in the Description of the Subject of the Order.
15. Subcontracting in the execution of the subject of the contract:
    1. A Contractor intending to entrust subcontractors with the execution of any element of the contract is required to indicate the parts of the contract intended to be subcontracted and provide the names of the subcontractors (if already known) in the submitted offer.
    2. The absence of information in the offer, as mentioned in point 19.1., will be regarded as the Contractor's intention to execute the contract independently.
    3. The necessity to subcontract any element of the contract that arises during the execution of the contract requires the consent of the Ordering Party.
    4. Entrusting subcontractors with the execution of parts of the contract does not release the Contractor from responsibility for the proper execution of the contract.
    5. According to Article 5k of Council Regulation (EU) No. 833/2014 of July 31, 2014, concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, it is prohibited to execute a public contract with the participation of subcontractors, suppliers, or entities on whose capacity one relies within the meaning of Directive 2014/24/EU, as mentioned in Article 5k of this regulation, where they account for more than 10% of the contract value.
16. The Ordering Party informs that where the STO describes the subject of the contract by indicating trademarks, patents, or origin, source, or specific process that characterizes the products or services supplied by a particular contractor, the Ordering Party allows for solutions equivalent to those described in the manner mentioned in the preceding sentence, provided that they meet the criteria specified in the description of the subject of the order used for assessing equivalence.
17. The Ordering Party indicates that the obligation to propose equivalent solutions in the offer concerning those described in the description of the subject of the order and to demonstrate equivalence lies with the Contractor.
18. In cases where the requirements in the description of the subject of the contract refer to a trademark, patent, origin, source, or specific process that characterizes particular products or services, the Ordering Party requires that, if the Contractor offers equivalent solutions, they must provide evidence of equivalence with the offer confirming compliance with the criteria used by the Ordering Party to assess equivalence, such as product datasheets. If the requirements in the description of the subject of the contract refer to standards, technical assessments, technical specifications, and technical reference systems referred to in Article 101(1)(2) and Article 101(3) of the Act, the Ordering Party requires the Contractor to provide evidence of equivalence in their offer in the manner specified in Article 101(5) and 101(6) of the Act.

# DEADLINE FOR THE EXECUTION OF THE CONTRACT

The deadline for the execution of the subject of the contract **is a maximum of 12 weeks** from the date of signing the contract. *This forms part of the criteria for evaluating offers*.

# CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND GROUNDS FOR EXCLUSION

1. According to Article 112 of the Public Procurement Law, contractors who meet the conditions for participation in the procedure, as specified below, may apply for the contract, concerning:
   1. Capability to engage in business transactions:

**The Ordering Party has not specified any conditions in this regard.**

* 1. Authorization to conduct specific business or professional activities, as required by separate regulations:

**The Ordering Party has not specified any conditions in this regard.**

* 1. Economic or financial standing:

**The Ordering Party has not specified any conditions in this regard.**

* 1. Technical or professional capability:

**The contractor must demonstrate that within the 5 years preceding the deadline for submitting offers, or if the period of business activity is shorter, within that period, they have successfully completed at least 2 deliveries including the delivery and installation of a mass photometer, each valued at a minimum of PLN 500,000 net.**

1. To convert the value indicated in documents submitted to confirm the conditions for participation in the procedure, expressed in currencies other than PLN, the Ordering Party will use the average exchange rate published by the National Bank of Poland on the date of the publication of the contract notice.
2. To confirm the fulfillment of the conditions for participation in the procedure, the contractor may rely on the technical or professional capabilities of entities providing resources, regardless of the legal nature of the relationships between them. A contractor who relies on the capabilities or situation of entities providing resources must submit an obligation referred to in Chapter VI, point 6 of the STO along with the offer.
3. Fulfillment of the condition specified by the Contracting Authority in point 1, subpoint 1.4, in the case of Contractors jointly applying for the contract:
   1. The condition is not subject to aggregation, i.e., one of the contractors jointly applying for the contract must demonstrate the entire required experience (the condition will not be met if all contractors jointly applying for the contract collectively demonstrate the required experience, but none of them individually demonstrates the required level of experience).
   2. The same reservation applies to entities providing resources when the contractor relies on their resources to demonstrate compliance with the condition.
4. The grounds for not being excluded from the procedure, specified in the STO, will be assessed separately for each contractor jointly applying for the contract.
5. The Ordering Party will assess compliance with the conditions for participation in the procedure based on the information contained in the statements and documents.
6. The evaluation of compliance with the conditions required from contractors will follow the formula: "meets/does not meet”.
7. The Ordering Party will exclude a contractor from the procedure if any of the circumstances specified in Article 108(1) of the Act occur:
   1. Being a natural person who has been convicted by a final judgment for a crime:
      1. Participation in an organized criminal group or association aiming to commit a crime or fiscal offense, as mentioned in Article 258 of the Penal Code,
      2. Human trafficking, as mentioned in Article 189a of the Penal Code,
      3. As mentioned in Articles 228–230a, Article 250a of the Penal Code, or in Articles 46 or 48 of the Act of June 25, 2010 (Journal of Laws of 2023, item 2048) on sports, or in Article 54(1–4) of the Act of May 12, 2011 (Journal of Laws of 2023, item 826) on the reimbursement of medicines, special nutritional products, and medical devices,
      4. Financing a terrorist crime, as mentioned in Article 165a of the Penal Code, or a crime of obstructing or hindering the identification of criminal origin of money or concealing its origin, as mentioned in Article 299 of the Penal Code,
      5. Of a terrorist nature, as mentioned in Article 115 § 20 of the Penal Code, or intended to commit such a crime,
      6. Entrusting the performance of work to a minor foreigner, as mentioned in Article 9(2) of the Act of June 15, 2012 (Journal of Laws of 2021, item 1745) on the consequences of entrusting work to foreigners residing contrary to regulations in the territory of the Republic of Poland,
      7. Against the economic turnover, as mentioned in Articles 296–307 of the Penal Code, fraud, as mentioned in Article 286 of the Penal Code, a crime against the credibility of documents, as mentioned in Articles 270–277d of the Penal Code, or a fiscal offense,
      8. As mentioned in Article 9(1) and (3) or Article 10 of the Act of June 15, 2012 (Journal of Laws of 2021, item 1745) on the consequences of entrusting work to foreigners residing contrary to regulations in the territory of the Republic of Poland.

- or for a corresponding prohibited act defined in foreign law;

* 1. If a current member of its managing or supervisory body, a partner in a general or partnership company, or a general partner in a limited or joint-stock partnership, or a proxy has been convicted by a final judgment for a crime referred to in point 8.1;
  2. Against whom a final court judgment or final administrative decision has been issued for arrears in payment of taxes, fees, or contributions for social or health insurance, unless the contractor, before the deadline for submitting requests to participate in the procedure or before the deadline for submitting offers, has paid the due taxes, fees, or contributions for social or health insurance along with interest or fines or has concluded a binding agreement for their repayment;
  3. Against whom a final ban on applying for public contracts has been issued;
  4. If the Ordering Party can ascertain, based on credible premises, that the contractor has entered into an agreement with other contractors aimed at distorting competition, particularly if, belonging to the same capital group within the meaning of the Act of February 16, 2007 (Journal of Laws of 2023, item 1689) on competition and consumer protection, they have submitted separate offers, partial offers, or requests to participate in the procedure, unless they demonstrate that they have prepared those offers or requests independently;
  5. If, in the cases referred to in Article 85(1) of the Act, competition was distorted due to the prior involvement of that contractor or an entity belonging to the same capital group with the contractor within the meaning of the Act of February 16, 2007 (Journal of Laws of 2023, item 1689) on competition and consumer protection, unless the distortion of competition caused by this can be eliminated by means other than excluding the contractor from participating in the procurement procedure.

1. Based on Article 109(1)(6)(8) and (10) of the Act, the Ordering Party will exclude from the procurement procedure a contractor:
   1. If there is a conflict of interest within the meaning of Article 56(2) of the Act, which cannot be effectively eliminated by means other than excluding the Contractor
   2. Who, as a result of intentional action or gross negligence, misled the Ordering Party in presenting information that they are not subject to exclusion, meet the conditions for participation in the procedure, or selection criteria, which could have a significant impact on the decisions made by the Ordering Party in the procurement procedure, or who concealed this information or is unable to present the required subjective evidence;
   3. Who, due to recklessness or negligence, presented misleading information, which could have a significant impact on the decisions made by the Ordering Party in the procurement procedure.
2. Based on Article 7(1) of the Act of April 13, 2022 (Journal of Laws of 2023, item 1497) on specific solutions in the field of counteracting support for aggression against Ukraine and serving to protect national security, the Ordering Party will exclude from the procurement procedure a Contractor:
   1. Listed in the registers specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list based on a decision regarding the entry on the list resolving the application of the measure referred to in Article 1(3) of the Act on specific solutions in the field of counteracting support for aggression against Ukraine;
   2. Whose ultimate beneficiary within the meaning of the Act of March 1, 2018 (Journal of Laws of 2023, item 1124) on counteracting money laundering and financing is a person listed in the registers specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such an ultimate beneficiary from February 24, 2022, if they were entered on the list based on a decision regarding the entry on the list resolving the application of the measure referred to in Article 1(3) of the Act on specific solutions in the field of counteracting support for aggression against Ukraine;
   3. whose parent entity within the meaning of Article 3(1)(37) of the Accounting Act of September 29, 1994 (Journal of Laws of 2023, item 120) is an entity listed in the registers specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a parent entity from February 24, 2022, if they were entered on the list based on a decision regarding the entry on the list resolving the application of the measure referred to in Article 1(3) of the Act on specific solutions in the field of counteracting support for aggression against Ukraine.
3. The Ordering Party, based on Article 5k of Council Regulation (EU) No. 833/2014 of July 31, 2014, concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, will exclude from the procurement procedure:
   1. Russian citizens, natural or legal persons, entities, or bodies based in Russia;
   2. Legal persons, entities, or bodies, where rights of ownership are directly or indirectly over 50% held by Russian citizens or natural or legal persons, entities, or bodies based in Russia;
   3. Natural or legal persons, entities, or bodies acting on behalf of or under the direction of:
      1. Russian citizens or natural or legal persons, entities, or bodies based in Russia, or
      2. Legal persons, entities, or bodies where rights of ownership are directly or indirectly over 50% held by Russian citizens or natural or legal persons, entities, or bodies based in Russia,
   4. Where any subcontractor, supplier, or entity on whose capabilities the contractor relies belongs to any of the categories of entities listed in points 11.1 - 11.3 above;;

- if simultaneously such a subcontractor, supplier, or entity on whose capabilities the Contractor relies, accounts for more than 10% of the contract value, and the Contractor does not replace, within the time specified by the Ordering Party, such subcontractor, supplier, or entity on whose capabilities the Contractor relies, with another subcontractor, supplier, or entity on whose capabilities the Contractor relies.

1. The Contractor is not subject to exclusion in the circumstances specified in Article 108(1)(1), (2), and (5) and Article 109(1)(6)(8) and (10) of the Act if they prove to the Ordering Party that they have collectively met the conditions specified in Article 110(2) of the Act..
2. The Ordering Party will assess whether the evidence presented by the contractor to confirm the conditions mentioned above is sufficient to demonstrate their reliability, considering the gravity and specific circumstances of the contractor's act. If the actions taken by the contractor, as mentioned above, are insufficient to demonstrate their reliability, the Ordering Party will exclude the contractor..
3. The Ordering Party may exclude a contractor at any stage of the procurement procedure.

# DOCUMENTS AND STATEMENTS SUBMITTED WITH THE OFFER

1. Each contractor must attach a statement to their offer regarding the grounds for exclusion from participation in the procurement procedure as provided in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine. This statement should be prepared according to the form attached to the specifications – **Appendix No. 6 to the STO.**
2. Along with the offer, the contractor is required to submit a declaration referred to in Article 125(1) and (2) of the Act, prepared on the standard form of the European Single Procurement Document ("ESPD"). This declaration confirms that, as of the date of submission of the offer, the contractor is not subject to exclusion from the procedure and meets the conditions for participation in the procedure. The contracting authority recommends preparing the ESPD declaration using the electronic tool for completing the ESPD, as mentioned below.

The contractor should complete the ESPD by creating an electronic document using the eESPD service electronic tool (https://espd.uzp.gov.pl) or other available tools or software that allow for the completion of the ESPD and creation of an electronic document in one of the formats accepted by these STO, using the .xml file provided by the contracting authority in the proceedings tab (which constitutes **Appendix No. 4 to the STO**).

**In Section IV "Selection Criteria" of the ESPD, the contractor is limited to completing only section α and does not fill out any of the other sections (A-D) in Part IV of the ESPD.**

1. The declaration regarding grounds for exclusion of a purely national character, which the contractor submits in the statement referred to in Article 125(1) and (2) of the Act, prepared on the standard form of the European Single Procurement Document ("ESPD"), also includes the grounds for exclusion based on Article 7(1) of the Act of 13 April 2022 (Journal of Laws of 2023, item 1497) on specific solutions for counteracting the support of aggression against Ukraine.
2. In the case of contractors jointly applying for the contract, each contractor must submit the declaration referred to in points 1 and 2. This declaration must confirm compliance with the conditions for participation in the procedure to the extent that each contractor demonstrates compliance with the participation conditions and confirms the absence of grounds for exclusion.
3. If the contractor relies on the capabilities or situation of entities providing resources, the contractor must submit, along with the declaration referred to in points 1 and 2, a declaration from the entity providing the resources. This declaration should confirm the absence of grounds for exclusion of the entity and, as appropriate, compliance with the conditions for participation in the procedure to the extent that the contractor relies on its resources.
4. If the contractor, in order to confirm compliance with the conditions for participation in the procedure, relies on the resources of other entities, the offer must include a commitment from these entities to make the necessary resources available to the contractor for the execution of the given contract or another qualitative means of proof confirming that the contractor will have the necessary resources of these entities when performing the contract (if applicable), provided that:
   1. If the contractor, in order to confirm compliance with the conditions for participation in the procedure referred to in Chapter V, point 1 of the STO, relies on the capabilities or situation of other entities according to the principles specified in Article 118 of the Act, the contractor must prove to the contracting authority that it will have access to the necessary resources of these entities for the proper execution of the contract. To assess whether the contractor will have the necessary resources of these entities when performing the contract and whether the relationship between the contractor and the entities providing resources guarantees actual access:
      1. The scope of resources available to the contractor from the entity providing the resources;
      2. The manner and period of making the resources available to the contractor and the utilization of these resources by the contractor during the execution of the contract.
   2. The document referred to in subsection 6.1 may be a commitment from a third party providing the necessary resources for the duration of their use in executing the contract or another qualitative means of proof confirming the availability of the necessary resources from this entity. It must specify the elements mentioned in subsections 6.1.1 and 6.1.2 above.
   3. Proof must be provided to confirm that the person signing the commitment was authorized to do so (unless such authorization is evident from other documents attached to the offer).
   4. If the contractor, in demonstrating compliance with the conditions referred to in Chapter V, point 1 of the STO, relies on the resources of other entities according to the principles specified in Article 118 of the Act, it must submit, with respect to these entities, the documents listed in Chapter VII of the STO.
5. Along with the offer, it is also necessary to submit the subject evidence referred to in Chapter VIII of the STO.
6. **REPRESENTATION AND POWER OF ATTORNEY**
   1. To confirm that the person acting on behalf of the contractor is authorized to represent them, the contracting authority requires the contractor to provide an excerpt or information from the National Court Register, the Central Registration and Information on Business, or another appropriate register.
   2. The contractor is not required to submit the documents referred to in point 8.1 if the contracting authority can obtain them from free and publicly accessible databases, provided that the contractor has indicated the data that allows access to these documents in the declaration referred to in Article 125(1) of the Act
   3. If a person acting on behalf of the contractor is not authorized to represent them based on the documents referred to in point 8.1, the contracting authority requires the contractor to provide a power of attorney or another document confirming the authorization to represent the contractor.
   4. Point 8.3 applies accordingly to a person acting on behalf of contractors jointly applying for the public contract.
   5. Points 8.1-8.3 apply accordingly to a person acting on behalf of an entity providing resources according to the principles specified in Article 118 of the Act.

# LIST OF STATEMENTS OR DOCUMENTS THAT CONTRACTORS MUST PROVIDE UPON REQUEST TO CONFIRM COMPLIANCE WITH THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND NON-EXCLUSION FROM PARTICIPATION IN THE PROCEDURE.

1. The contractor whose offer has been rated the highest will be requested to submit the following qualitative means of proof within a specified period:
   1. To confirm compliance with the conditions for participation in the procedure:
      1. A list of deliveries completed in the last 5 years, or during the period of operation if it is shorter, including their net value, subject, dates of completion, and entities for which the deliveries were made,
      2. Evidence substantiating whether the deliveries specified in subpoint 1.1.1 above were properly executed, with the relevant evidence being::
         1. References or other documents prepared by the entity for which the deliveries were made, or
         2. A contractor's statement if the contractor is unable to obtain the documents listed in subsection 1.1.2.1 due to reasons beyond their control;
      3. The template for the list of deliveries to confirm compliance with the conditions for participation in the procedure is provided in **Appendix No. 5 to the STO.**
   2. To confirm the absence of grounds for exclusion from the procedure based on Article 108(1) and Article 109(1) points 6, 8, and 10 of the Act:
      1. Information from the National Criminal Register regarding:

* Article 108(1) points 1 and 2 of the Act,
* Article 108(1) point 4 of the Act, concerning the prohibition on applying for a public contract as a criminal sanction,

**- prepared no earlier than 6 months before its submission;**

* + 1. A contractor's declaration, under Article 108(1) point 5 of the Act, regarding the absence of affiliation with the same capital group, as defined by the Act of 16 February 2007 (Journal of Laws of 2023, item 1689) on Competition and Consumer Protection, with another contractor who submitted a separate offer, or a declaration of affiliation with the same capital group along with documents or information confirming the preparation of the offer independently of another contractor belonging to the same capital group.;

*The declaration template is provided in* ***Appendix No. 8 to the STO.***

* + 1. Declarations regarding the current accuracy of the information contained in the statement referred to in Article 125(1) of the Act, concerning the grounds for exclusion from the procedure specified by the contracting authority, as mentioned in:
* Article 108(1) point 3 of the Act,
* Article 108(1) point 4 of the Act, concerning the prohibition on applying for a public contract as a preventive measure,
* Article 108(1) point 5 of the Act, concerning agreements with other contractors aimed at distorting competition,
* Article 108(1) point 6 of the Act,
* Article 109(1) points 6, 8 and 10 of the Act,
* Article 7(1) of the Act of 13 April 2022 (Journal of Laws of 2023, item 1497) on special solutions for counteracting the support of aggression against Ukraine and safeguarding national security,

*The declaration template is provided in* ***Appendix No. 7 to the STO****.*

1. The contractor is required to submit the statements and documents listed in point 1 via the Platform.
2. In the case of contractors jointly applying for the contract, each contractor must submit the statements and documents listed in point 1.
3. If the contractor or the entity providing resources fails to submit the declaration referred to in Article 125(1) of the Act, other documents or statements submitted in the procedure are incomplete or contain errors, the contracting authority will request the contractor to submit, correct, or supplement them within a specified period unless:
   1. The contractor's offer is subject to rejection regardless of their submission, supplementation, or correction, or
   2. There are grounds for canceling the procedurę.
4. The contractor submits qualitative means of proof upon request, as mentioned in point 1, current on the date of submission.
5. **CONTRACTOR WITH A REGISTERED OFFICE OR PLACE OF RESIDENCE OUTSIDE THE TERRITORY OF THE REPUBLIC OF POLAND**
   1. If the contractor has a registered office or place of residence outside the borders of the Republic of Poland, instead of the documents referred to in point 1.2.:
      1. Subpoint 1.2.1 – Submit information from the relevant register, such as a court register, or, if there is no such register, another equivalent document issued by the competent judicial or administrative authority of the country where the contractor has its registered office or place of residence, or where the person to whom the information or document pertains has their place of residence;
      2. The documents referred to in subpoint 11.1.1 should be issued no earlier than 6 months before their submission.
      3. If, in the country where the contractor has its registered office or place of residence, the documents referred to in point 11.1.1 are not issued or if these documents do not cover all the cases referred to in Article 108(1) points 1, 2, and 4, they are replaced accordingly in whole or in part by a document containing a declaration of the contractor, indicating the person or persons authorized to represent them, or a declaration made by the person to whom the document was supposed to pertain, made under oath, or if the country where the contractor has its registered office or place of residence does not have provisions for a sworn declaration, made before a judicial or administrative authority, notary, or a competent professional or economic self-government body appropriate to the registered office or place of residence of the contractor. The provision of subpoint 11.1.2 applies.
6. The contractor is not required to submit qualitative means of proof:
   1. that the contracting authority possesses, if the contractor indicates these means and confirms their accuracy and validity. It is recommended to indicate in the offer whether the contracting authority possesses declarations or documents concerning the contractor (providing the number and name of the contracting authority's procedure in which the above documents/declarations were submitted).
   2. if the contracting authority can obtain them via free and publicly accessible databases, particularly public registers within the meaning of the Act of 17 February 2005 (Journal of Laws of 2023, item 57) on the Computerization of Activities of Entities Performing Public Tasks, provided that the contractor has indicated in the declaration referred to in Article 125(1) of the Act the data enabling access to these means.

# MEANS OF PROOF RELATING TO SUBJECT-MATTER OF A CONTRACT

1. The contractor shall submit, along with the offer, means of proof relating to subject-matter of a contract confirming that the offered delivery meets the requirements specified by the contracting authority (Article 107(1) of the Act) in the form of an information brochure from the equipment manufacturer, containing the basic parameters of the device.
2. The contracting authority allows the submission of the documents referred to in point 1 above in English, without the need to provide a translation into Polish.
3. The contracting authority allows for the supplementation of the aforementioned documents under the principles specified in Article 107(2) of the Act.

# INFORMATION ON ELECTRONIC COMMUNICATION MEANS THAT THE CONTRACTING AUTHORITY WILL USE TO COMMUNICATE WITH CONTRACTORS AND INFORMATION ON THE TECHNICAL AND ORGANIZATIONAL REQUIREMENTS FOR PREPARING, SENDING, AND RECEIVING ELECTRONIC CORRESPONDENCE

1. The procurement procedure is conducted in Polish. The contracting authority does not consent to the submission of offers, declarations, and other documents in a language other than Polish without a translation into Polish, except for the exceptions explicitly indicated in the STO.
2. The procedure is conducted in Polish, in electronic form via platformazakupowa.pl at the address: https://platformazakupowa.pl/pn/iimcb .
3. Communication between the contracting authority and contractors regarding:
   1. Sending questions to the contracting authority concerning the content of the STO;
   2. Sending responses to the contracting authority's request for the submission of means of proofrelating to subject-matter of a contract;
   3. Sending responses to the contracting authority's request to submit/correct/supplement the declaration referred to in Article 125(1), subjective or means of proof relating to subject-matter of a contract, other documents, or declarations submitted in the procedure;
   4. Sending responses to the contracting authority's request for explanations concerning the content of the declaration referred to in Article 125(1) or submitted means of proof relating to subject-matter of a contract or other documents or declarations submitted in the procedure;
   5. Sending responses to the contracting authority's request for explanations regarding the content of the offer, abnormally low price, qualitative means of proof;
   6. Sending responses to other requests from the contracting authority arising from the Act;
   7. Sending requests, information, declarations from the contractor;;
   8. Sending appeals/other

- takes place via the Platform and the "Send a message to the contracting authority" form.

1. The date of transmission (receipt) of declarations, requests, notifications, and information is considered the date they are sent via the Platform by clicking the "Send a message to the contracting authority" button, after which a message will appear indicating that the message has been sent to the contracting authority.
2. The contracting authority will provide contractors with information in electronic form via the Platform. Information regarding answers to questions, changes to the STO, changes to the submission and opening dates of offers will be posted by the contracting authority on the platform in the "Announcements" section. Correspondence addressed to a specific contractor, in accordance with the applicable regulations, will be transmitted electronically via platformazakupowa.pl to the specific contractor.
3. As a professional entity, the contractor is obliged to check the announcements and messages directly on the Platform sent by the contracting authority, as the notification system may fail, or notifications may be directed to the SPAM folder.
4. By participating in this public procurement procedure, the contractor accepts the terms of using the Platform as specified in the Terms and Conditions posted on the website at the link https://platformazakupowa.pl/pn/iimcb in the "Terms and Conditions" tab and considers them binding and has read and follows the Instructions for submitting offers/requests available at the aforementioned link.
5. The contracting authority is not responsible for submitting an offer in a manner inconsistent with the Instructions for using the Platform, particularly if the contracting authority becomes acquainted with the content of the offer before the deadline for submitting offers (e.g., submission of an offer in the "Send a message to the contracting authority" tab). Such an offer will be considered a commercial offer by the contracting authority and will not be taken into account in the procedure because the obligation imposed in Article 221 of the Act has not been fulfilled.
6. The contracting authority informs that instructions for using the Platform, particularly regarding logging in, submitting requests for clarification of the STO content, submitting offers, and other actions taken in this procedure using platformazakupowa.pl, are located in the "Instructions for Contractors" section on the website at: https://platformazakupowa.pl/strona/45-instrukcje.
7. The contracting authority recommends that in all correspondence related to this procedure, the procedure number be used.
8. The contracting authority may also communicate with contractors via email.
9. In justified cases, the contractor may send messages to the contracting authority at the email address provided below, however, offers or their attachments, as well as documents submitted as a result of explanations/supplements, cannot be sent in this manner. The contracting authority does not guarantee the correct delivery of messages sent to another email address within the contracting authority's domain.
10. Electronic documents, declarations, or electronic copies of documents or declarations are submitted by the contractor via https://platformazakupowa.pl/pn/iimcb..
11. The method of preparing electronic documents, declarations, or electronic copies of documents or declarations must comply with the requirements specified in the regulation of the Prime Minister of 30 December 2020 on the manner of preparing and transmitting information and technical requirements for electronic documents and means of electronic communication in public procurement or competition proceedings.
12. The contracting authority does not anticipate any means of communication with contractors other than those using electronic communication methods specified in the STO.
13. Persons authorized to communicate with contractors: Jakub Wielgus, email: przetargi@iimcb.gov.pl.

# TECHNICAL REQUIREMENTS FOR ELECTRONIC DOCUMENTS.

1. In cases where means of proof relating to subject-matter of a contract, qualitative means of proof referred to in the STO, other documents, or documents confirming the authority to represent the contractor, contractors jointly applying for a public contract, an entity providing resources under the principles specified in Article 118 of the Act, or a subcontractor not being an entity providing resources on such principles, hereinafter referred to as "documents confirming the authority to represent," are issued by authorized entities other than the contractor, contractors jointly applying for the contract, the entity providing resources, or the subcontractor, hereinafter referred to as "authorized entities," as an electronic document, this document is to be submitted.
2. If the means of proof relating to subject-matter of a contract, qualitative means of proof, other documents, or documents confirming the authority to represent have been issued by authorized entities as a paper document, a digital representation of this document, certified with a qualified electronic signature, confirming the compliance of the digital representation with the paper document, is to be submitted.
3. The certification of compliance of the digital representation with the paper document referred to in point 2 above is to be carried out in the case of:
   1. means of proof relating to subject-matter of a contract and documents confirming the authority to represent - by the contractor, contractors jointly applying for the contract, the entity providing resources, or the subcontractor, in the scope of means of proof relating to subject-matter of a contract or documents confirming the authority to represent that pertain to each of them;
   2. qualitative means of proof - by the contractor or contractors jointly applying for the contract;
   3. Other documents - by the contractor or contractors jointly applying for the contract in the scope of documents that pertain to each of them.
4. The certification of compliance of the digital representation with the paper document referred to in point 2 can also be performed by a notary public.
5. means of proof relating to subject-matter of a contract, including the commitment of the entity providing resources, means of proof relating to subject-matter of a contract not issued by authorized entities, and power of attorney, are to be submitted in electronic form and signed with a qualified electronic signature.
6. If means of proof relating to subject-matter of a contract, including the commitment of the entity providing resources, means of proof relating to subject-matter of a contract not issued by authorized entities, or power of attorney have been prepared as a paper document and signed by hand, a digital representation of this document, certified with a qualified electronic signature, confirming the compliance of the digital representation with the paper document, is to be submitted.
7. The certification of compliance of the digital representation with the paper document referred to in point 6 is to be carried out in the case of:
   1. means of proof relating to subject-matter of a contract - by the contractor, contractors jointly applying for the contract, the entity providing resources, or the subcontractor, in the scope of means of proof relating to subject-matter of a contract that pertain to each of them;
   2. qualitative means of proof, the commitment of the entity providing resources - by the contractor or contractors jointly applying for the contract;
   3. Power of attorney - by the principal.
8. The certification of compliance of the digital representation with the paper document referred to in point 6 can also be performed by a notary public.
9. In the case of submitting an electronic document in a format subject to data compression, the affixing of the file containing the compressed documents with a qualified electronic signature is equivalent to affixing all documents contained in that file with a qualified electronic signature.

# REQUIREMENTS REGARDING THE BID BOND

The contracting authority does not require the submission of a bid bond.

# PERIOD OF BID VALIDITY

1. The contractor is bound by the offer for 90 days, counting from the deadline for submitting offers, i.e., until December 18, 2024**.**
2. If the selection of the most advantageous offer does not occur before the end of the bid validity period specified in the procurement documents, the contracting authority will request the contractors, once before the end of the bid validity period, to agree to extend this period for a period specified by the contracting authority, not exceeding 60 days.
3. The extension of the bid validity period referred to in point 2 requires the contractor to submit a written statement agreeing to the extension.
4. If the contracting authority requires the submission of a bid bond, the extension of the bid validity period referred to in point 2 must be accompanied by the extension of the bid bond validity period or, if that is not possible, by providing a new bid bond for the extended bid validity period.
5. If the bid validity period expires before the selection of the most advantageous offer, the contracting authority will request the contractor whose offer received the highest evaluation to provide written consent to the selection of their offer within the period specified by the contracting authority. If there is no consent, the contracting authority will request such consent from the next highest evaluated contractor unless there are grounds for canceling the procedure.

# DESCRIPTION OF THE METHOD OF PREPARING THE OFFER

1. The offer, along with the declarations referred to in Chapter VI of the STO, must be submitted under the pain of nullity in electronic form via the Platform.
2. If the offer cannot be opened due to technical reasons not attributable to the contracting authority, such as the file being corrupted, the offer will be rejected based on Article 226(1) point 6 of the Act. The contractor is responsible for ensuring the file is technically sound (not corrupted).
3. The offer, which consists of the Offer Form completed as required **(Appendix No. 3 to the STO**), must include::
   1. The declaration(s) referred to in Chapter VI of the STO.
   2. The commitment of an entity to provide resources if the contractor relies on the resources of another entity,
   3. A declaration from contractors jointly applying for the contract indicating which construction works, supplies, or services will be performed by each contractor, as referred to in Chapter V of the STO (if applicable),
   4. The qualitative means of proof referred to in Chapter VIII of the STO, if required,
   5. A justification for classifying information as a trade secret if the contractor has designated information in the offer as a trade secret,
   6. Documents confirming the submission of a bid bond, if required,
   7. Documents confirming the authority to represent the contractor under the principles specified in Chapter VI, point 8 of the STO.
4. It is recommended that each of the attachments/files submitted by the contractor be named appropriately to allow for identification of their contents. The offer and forms, for which the contracting authority has specified templates as appendices to the STO, should be prepared in accordance with these templates regarding the content and description of columns and rows.
5. The offer must be prepared in Polish, in electronic form, and signed with a qualified electronic signature in a file format consistent with the "ANNOUNCEMENT OF THE PRIME MINISTER of November 9, 2017 (Journal of Laws of 2017, item 2247) on the announcement of the consolidated text of the Regulation of the Council of Ministers on the National Interoperability Framework, minimum requirements for public registers and electronic information exchange, and minimum requirements for ICT systems, in particular formats: .pdf .doc .xls .jpg (.jpeg) with a particular indication on .pdf. For potential data compression, the contracting authority recommends using one of the formats: .zip, .7z. Documents prepared in a foreign language must be submitted with a translation into Polish. During the evaluation of offers, the contracting authority will rely on the translated text in Polish, unless otherwise specified in the STO.
6. The contractor shall submit only one offer. If the contractor submits more than one offer independently or independently and jointly with other contractors, all offers submitted by them will be rejected.
7. It is recommended to use the Offer Form, **Appendix No. 3 to the STO**, for preparing the offer. If the contractor does not use the Offer Form template provided by the contracting authority, the offer must contain all the information required in the template.
8. The offer and attachments must be signed with a qualified electronic signature. In the process of submitting the offer and qualitative means of proof on the platform, the contractor should apply the qualified electronic signature directly on the document, which is then uploaded to the system. It is recommended to apply the signature to each attached file separately.
9. The date of submission of the offer is considered to be the date it is transmitted in the system (platform) in the second step of the submission process by clicking the "Submit Offer" button and receiving the message that the offer has been encrypted and submitted.
10. The contractor can modify or withdraw the offer via platformazakupowa.pl before the deadline for submitting offers. The method for modifying or withdrawing the offer is provided in the instructions available on the website at: https://platformazakupowa.pl/strona/45-instrukcje.
11. Detailed instructions for contractors regarding the submission, modification, and withdrawal of offers are available on the website at: https://platformazakupowa.pl/strona/45-instrukcje.
12. The contractor shall attach to the offer the declaration referred to in Article 125(1) of the Act, to the extent specified by the contracting authority in Chapter VI of the STO. The declaration serves as evidence confirming the absence of grounds for exclusion and compliance with the conditions for participation in the procedure on the date of submission of offers, temporarily replacing other means of proof relating to subject-matter of a contract required by the contracting authority (if required).
13. In the case of contractors jointly applying for the contract, each contractor must submit the declaration referred to in point 12. These declarations confirm the absence of grounds for exclusion and compliance with the conditions for participation in the procedure to the extent that each contractor demonstrates compliance with the participation conditions..
14. If the contractor relies on the capabilities or situation of entities providing resources, the contractor must submit, along with the declaration referred to in point 12, a declaration from the entity providing the resources. This declaration should confirm the absence of grounds for exclusion of the entity and, as appropriate, compliance with the conditions for participation in the procedure to the extent that the contractor relies on its resources.
15. The declarations referred to in point 12 must be submitted with the offer, under the pain of nullity, in electronic form, signed with a qualified electronic signature.
16. In the case of contractors jointly applying for the contract, the offer must include a power of attorney for a representative to act on their behalf in the procurement procedure or to represent them in the procedure and conclude the public contract.
17. It is recommended that the offer includes a table of contents and a list of attachments.
18. The offer must include all documents required by the relevant provisions of the STO.
19. Any information that constitutes a trade secret within the meaning of the Act of April 16, 1993, on combating unfair competition (Journal of Laws of 2022, item 1233), which the contractor designates as a trade secret, should be provided in a separate and appropriately marked file. Along with providing information designated as a trade secret, the contractor is required to demonstrate compliance with the conditions specified in Article 11(2) of the Act of April 16, 1993, on combating unfair competition (Journal of Laws of 2022, item 1233). Designating information as a trade secret by the contractor without justification will be considered ineffective by the contracting authority due to the contractor's failure to take actions with due diligence to maintain the confidentiality of the information covered by the clause in accordance with Article 18(3) of the Act. On the platform, in the offer submission form, there is a designated place to attach the part of the offer constituting a trade secret..
20. If the offer is submitted by an attorney-in-fact, the offer must include the appropriate power of attorney. The power of attorney to submit the offer must be submitted in its original form, in the same format as the offer, i.e., in electronic form with a qualified electronic signature. It is also permissible to submit an electronic copy (scan) of the power of attorney previously made in writing, in the form of an electronic certification prepared in accordance with Article 97 § 2 of the Act of February 14, 1991 - Law on Notaries (Journal of Laws of 2022, item 1799), which certification is affixed with a qualified electronic signature by the notary, or by affixing a scan of the power of attorney previously made in writing with a qualified electronic signature by the principal. The electronic copy of the power of attorney cannot be authenticated by the authorized representative.
21. The certification of compliance with the original is carried out by the contractor, the entity on whose capabilities or situation the contractor relies, contractors jointly applying for the public contract, or the subcontractor, concerning the documents that pertain to each of them. The term "original" refers to a document signed with a qualified electronic signature by the authorized person(s). Certification of compliance with the original is done in electronic form, signed with a qualified electronic signature by the authorized person(s).
22. Qualified signatures used by contractors to sign any files must comply with the "Regulation (EU) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market (eIDAS) - from 1 July 2016"”.
23. If the external XAdES signature format is used, the contracting authority requires the appropriate number of files to be attached, i.e., the signed data files and the XAdES signature files. Files in formats other than PDF are recommended to be signed with an external XAdES signature. The contractor should ensure that the signature file is transmitted together with the signed document.
24. According to the definition of an electronic document in Article 3, paragraph 2 of the Act on Computerization of February 17, 2005 (Journal of Laws of 2023, item 57) regarding the activities of entities performing public tasks, affixing a file containing compressed data with a qualified electronic signature is equivalent to signing the original document, except for copies certified by another contractor applying jointly with them for the contract, by the entity on whose capabilities or situation the contractor relies, or by the subcontractor.
25. The maximum size of a single file submitted via dedicated forms for submission, modification, or withdrawal of an offer is 150 MB, while the maximum file size for communication is 500 MB.
26. The contracting authority recommends using the same type of signatures if a file is signed by multiple people.
27. The contracting authority advises the contractor to test the selected method for signing offer files well in advance to ensure proper functionality.
28. It is recommended that communication with contractors be conducted via the Platform using the "Send a message to the contracting authority" form, rather than via email.
29. The offer should be prepared with due diligence for the entity applying for the public contract and with sufficient time before the deadline for submitting offers/applications. We suggest submitting the offer 24 hours before the deadline for submitting offers/applications.
30. When signing files, it is recommended to use the SHA2 hash algorithm instead of SHA1.
31. If the contractor compresses documents into a ZIP file, it is recommended to sign each compressed file individually beforehand.
32. The contracting authority recommends using a signature with a qualified timestamp.
33. The contracting authority advises against making any changes to files after they have been signed with a qualified electronic signature. Doing so may compromise the integrity of the files, which would result in the offer being rejected in the procedure.

# PLACE AND DEADLINE FOR SUBMISSION AND OPENING OF OFFERS

1. The offer, along with the required documents, must be submitted using electronic communication means, i.e., via platformazakupowa.pl, by uploading to platformazakupowa.pl at the address: <https://platformazakupowa.pl/transakcja/968571> , which serves as the website for the ongoing procedure, by September 20, 2024, at 12:00 p.m. – "Deadline for Submission of Offers." After filling out the Offer Submission Form and attaching all required documents, click the "Proceed to Summary" button.
2. The opening of offers will take place immediately after the Deadline for Submission of Offers, no later than the day following the Deadline for Submission of Offers. The planned date for opening offers is September 20, 2024, at 12:05 p.m.**.**
3. If the opening of offers is conducted using an IT system, in the event of a system failure that prevents the opening of offers at the time specified by the contracting authority, the opening of offers will take place immediately after the failure is resolved.
4. The contracting authority will provide information on the amount intended to finance the contract on the website of the ongoing procedure no later than before the opening of offers.
5. If the opening of offers is conducted using an IT system, and a system failure prevents the opening of offers at the time specified by the contracting authority, the opening of offers will take place immediately after the failure is resolved. The Contracting Authority will announce the change in the bid opening time on the website of the conducted procedure.
6. The contracting authority will Immediately after the opening of offers, the contracting authority will make available on the website of the ongoing procedure information about:
   1. The names or first and last names and the registered offices or places of business or residences of the contractors whose offers have been opened;
   2. The prices or costs contained in the offers..

# DESCRIPTION OF THE METHOD FOR CALCULATING THE OFFER PRICE

1. The offer price includes all costs (direct and indirect) of executing the entire subject of the contract presented by the contracting authority in the STO, all taxes, as well as any other costs of any nature that may arise in connection with the execution of the contract.
2. The offer price should be expressed in Polish zlotys (PLN) or euros (EUR) and calculated according to the table in the Offer Form (Appendix No. 3 to the STO). If the contractor chooses a specific currency, all items in the Offer Form must be calculated in the same currency.
3. The offer price must be expressed with an accuracy of 2 decimal places, in accordance with the Polish payment system, rounding to the nearest grosz/eurocent (2 decimal places), where fractions below 0.5 grosz/eurocent are omitted, and fractions equal to or greater than 0.5 grosz/eurocent are rounded up to 1 grosz/eurocent.
4. The contracting authority does not allow the presentation of the price in several variants, depending on the solutions used. If the price is presented in this way, the offer will be rejected.
5. It is the contractor's responsibility to determine the correct VAT rate.
6. If an offer is submitted, the selection of which would result in the contracting authority incurring a tax liability in accordance with the provisions on the tax on goods and services, the contracting authority, in order to evaluate such an offer, will add to the presented price the tax on goods and services, which it would be obliged to settle according to these provisions. By submitting an offer, the contractor informs the contracting authority whether the selection of the offer will result in a tax liability for the contracting authority, indicating the name (type) of the goods or services whose delivery will lead to its creation and indicating their value excluding tax.
7. Settlements between the contracting authority and the contractor will be conducted in Polish zlotys (PLN) or euros (EUR
8. The term "price" refers to the price mentioned in Article 3(1) point 1 and Article 3(2) of the Act of May 9, 2014, on informing about the prices of goods and services (Journal of Laws of 2023, item 168).
9. Prices Used for Offer Comparison:

*For a contractor with a registered office or place of residence in the territory of the Republic of Poland – the offer price (gross),*

*For a contractor without a registered office or place of residence in the territory of the Republic of Poland – the offer price submitted by the contractor, increased by the required tax on goods and services (VAT) in Poland, at the rate applicable on the day of submitting offers.*

1. OFFER PRICE for contractors with a registered office or place of residence in the territory of the Republic of Poland is the gross price, expressed in Polish zlotys (PLN) or euros (EUR), including all costs related to the execution of the contract, fees, taxes (including the tax on goods and services – VAT), and all other costs of any nature that may arise in connection with the execution of the subject of the contract. The VAT amount (at the rate applicable on the day of submitting offers) and the net price should be clearly specified.
2. OFFER PRICE for contractors without a registered office or place of residence in the territory of the Republic of Poland is the net price, expressed in Polish zlotys (PLN) or euros (EUR), not including the tax on goods and services applicable in Poland, covering all costs related to the execution of the contract, all fees, taxes (excluding the tax on goods and services VAT), and all other costs of any nature that may arise in connection with the execution of the subject of the contract.
3. In the case of the offer price being expressed in a foreign currency: euros (EUR), the contracting authority will convert it into Polish zlotys (PLN) for the purpose of price comparison using the average EUR exchange rate published by the National Bank of Poland, applicable on the deadline for submitting offers**.**

# DESCRIPTION OF THE BID EVALUATION CRITERIA, THEIR WEIGHTING, AND THE METHOD OF BID ASSESSMENT

**KRYTERIUM WAGA**

**Nr 1 – Gross Price 60,00 %**

**Nr 2 – Number of licenses for software for data analysis and presentation of results related to the device 20,00 %**

**Nr 3 – Delivery time 20,00 %**

1. Method for Calculating the Offer's Point Value:

***The offer is evaluated by the Committee.***

* 1. The point value for Criterion No. 1 – “Gross Price” (C) is calculated according to the formula::

** 60,00**

gdzie:

C – number of points awarded to the offer

CN – lowest offered price

COB – price offered in the evaluated offer

Note: In the case of an offer submitted by a contractor with a registered office or place of residence outside the territory of the Republic of Poland, the contracting authority, for the purposes of comparing offers and evaluation according to the above criterion, will increase the price of such an offer by the required tax on goods and services (VAT) in Poland, which it would be obliged to pay in accordance with the legal status in this regard.

The maximum number of points an offer can receive in the offer evaluation criterion for Gross Price is 60.00 points.

* 1. The point value for Criterion No. 2 – “Number of licenses for software for data analysis and presentation of results related to the device” (L) is determined as indicated below:

1. **If the contractor offers 8 licenses for software for data analysis and presentation of results related to the device, 20.00 points will be awarded.**
2. **If the contractor offers 7 licenses for software for data analysis and presentation of results related to the device, 10.00 points will be awarded.**
3. **If the contractor offers 6 licenses for software for data analysis and presentation of results related to the device (the minimum requirement according to the terms of order), 0.00 points will be awarded.**

The maximum number of points an offer can receive for this criterion is 20.00 points.

* 1. The point value for Criterion No. 3 – “Delivery Time” (T) is determined as indicated below:

1. **If the contractor offers to complete the contract within 10 weeks from the date of signing the contract, 20.00 points will be awarded.**
2. **If the contractor offers to complete the contract within 11 weeks from the date of signing the contract, 10.00 points will be awarded.**
3. **If the contractor offers to complete the contract within 12 weeks from the date of signing the contract (the minimum requirement according to the terms of order), 0.00 points will be awarded.**

The maximum number of points an offer can receive for this criterion is 20.00 points.

1. The total number of points that a given offer will receive will be calculated using the following formula:

LP = C+L+T

gdzie:

LP - total points obtained by the evaluated offe

C – points obtained in the price criterion

L – points obtained in the criterion of the number of licenses for software for data analysis and presentation of results related to the device

T – points obtained in the delivery time criterion

1. The evaluation of offers will be conducted solely based on the criteria presented above.
2. If the contractor does not provide a price in the offer, the contracting authority will reject the contractor's offer.
3. If the offer does not include the parameters necessary for awarding points under criteria 2 and 3, the score corresponding to the fulfillment of the minimum requirements specified in the terms of order will be awarded.
4. Points will be calculated to an accuracy of two (2) decimal places, using common rounding rules.

# THE ESSENTIAL TERMS OF THE CONTRACT

1. The essential terms of the contract are specified in **Appendix No. 2 to the STO.**
2. The contractor is not entitled to include or request the inclusion of any provisions in the contract after their offer is selected, except for provisions of an informational nature or those indicating the method of communication between the parties and the forms of such communication.
3. It is assumed that the essential terms of the contract not challenged before the submission of the offer will be accepted by the contractor without reservations at the time of contract conclusion. Any questions and doubts concerning the essential terms of the contract will be addressed in the same manner as for the entire STO, in accordance with Article 135 of the Act.
4. The contracting authority reserves the right to make changes to the contract under the terms specified in the essential terms of the contract, which are included in **Appendix No. 2 to the STO**.

# PERFORMANCE BOND

The contracting authority does not require the submission of a performance bond.

# NOTICE ON LEGAL REMEDIES AVAILABLE TO THE CONTRACTOR DURING THE PROCUREMENT PROCEDURE

The contractor and any other entity that has or had an interest in obtaining the contract and has suffered or may suffer damage as a result of the contracting authority's violation of the provisions of the Act have legal remedies available to them as specified in Chapter IX of the Act.

# INFORMATION CLAUSE REGARDING DATA PROTECTION

Based on Articles 13 and 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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, p. 1) (hereinafter: "GDPR"), I hereby inform you that:

1. **DATA CONTROLLER**
   1. The controller of your personal data is the International Institute of Molecular and Cell Biology in Warsaw (IIMCB), located at ul. Księcia Trojdena 4, 02-109 Warsaw, REGON 013082798.
   2. You can contact the Data Protection Officer appointed by the Controller regarding the protection of your personal data via email at iod@odosc.pl or in writing at the Controller's registered office address.
2. **PURPOSES AND LEGAL BASIS FOR PROCESSING PERSONAL DATA**
   1. Your data will be processed for the following purposes:
      1. In the case of party representatives: verifying the correctness of the authorization to act on behalf of the party, including verifying data in public registers, contacting regarding the execution of the contract and cooperation between the parties (Article 6(1)(b) GDPR - performance of the contract), and in the case of contact persons specified in the contract: contacting regarding the execution and settlement of the contract and cooperation between the parties (Article 6(1)(f) GDPR - legitimate interests of the Controller). The data will be processed until the contract is fulfilled, and in terms of archiving until the expiration of claims.
      2. Pursuing potential claims and taking actions related to the debt collection process (Article 6(1)(f) GDPR - legitimate interests of the Controller). The data will be processed until the dispute is resolved/settled, considering the appropriate limitation periods for claims;
      3. Fulfilling any legal obligations imposed on the Controller in connection with the cooperation and participation in the tender procedure (Article 6(1)(c) GDPR - legal obligation in connection with the provisions of the Public Procurement Law). Personal data collected in connection with participation in the tender procedure will be stored, in accordance with Article 78(1) of the Act, for a period of 4 years from the day the procedure is completed and, after concluding the contract with the Controller, for the duration of the contract and the limitation period for claims arising from it.
      4. Fulfilling obligations under the GDPR, e.g., regarding the exercise of data subject rights, creating necessary registers or records (Article 6(1)(c) GDPR - legal obligation) and the legitimate interests of the Controller (Article 6(1)(f) GDPR) i.e., having knowledge about persons who have exercised their rights. Personal data will be stored until the expiration of rights and claims

.

1. **RECIPIENTS OF PERSONAL DATA**
   1. The recipients of your data may be:
      1. Entities that process your personal data on behalf of the Controller: based on a data processing agreement with the Controller (processors), including technical service providers and entities providing consulting, legal services, hosting companies, and those handling the order submission process, or based on a relevant authorization issued by the Controller, including the Controller's collaborators;
      2. External data controllers to whom the data is disclosed, e.g., legal advisers and attorneys, entities conducting courier or postal activities.
   2. Your personal data will not be transferred outside the European Economic Area (EEA)

.

1. **SOURCE AND SCOPE OF DATA**

Your data was collected directly in connection with participation in the tender procedure (e.g., submitting an offer, providing tender documentation, contacting the Controller) or indirectly in connection with the execution of the Agreement when your data was included in the agreement with the Controller, indicating you as a contact person, in which case your data is processed in the following scope: name, surname, email address, position, phone number, and other personal data provided during correspondence in the course of concluding or executing the agreement. Providing data is voluntary, but failure to do so will prevent the parties' cooperation. Providing data in connection with participating in the procurement procedure is a legal requirement, and failure to do so will prevent the consideration of the submitted offer/participation in the procedurę

.

1. **RIGHTS REGARDING PERSONAL DATA**
   1. According to the GDPR provisions, you have the following rights regarding your personal data:
      1. Right of access to personal data;;
      2. Right to rectify personal data;
      3. Right to restrict the processing of personal data;
      4. Right to request the deletion of your personal data (unless specific provisions require the Controller to retain the data, i.e., subject to Article 17(3)(b), (d), or (e) GDPR)
      5. Right to data portability (in the case of processing based on contract or consent, in an automated manner);
      6. Right to object to the processing of personal data (based on Article 6(1)(f);
      7. Right not to be subject to a decision based solely on automated processing, including profiling.
   2. In case of incorrect processing of personal data, you have the right to lodge a complaint with the national data protection supervisory authority, i.e., the President of the Office for Personal Data Protection (address: ul. Stawki 2, 00-193 Warsaw).
2. **PROFILING**

Personal data will not be subject to automated decision-making, including profiling, as per Article 22 GDPR.

By submitting an offer, I declare that I have read the aforementioned information clause and that this clause has been or will be made available by me to each person whose personal data will be provided to the Controller in connection with participation in this public procurement procedurę.

# OTHER

In matters not regulated in this STO, the provisions of the Act of September 11, 2019, Public Procurement Law (Journal of Laws of 2023, item 1605, as amended), as well as the Act of April 23, 1964, Civil Code (Journal of Laws of 2023, item 1610), shall apply unless the provisions of the Act provide otherwise.

# LIST OF ATTACHMENTS

Appendix No. 1 – Description of the Subject of the Contract

Appendix No. 2– Essential Terms of the Contract

Appendix No. 3– Offer Form

Appendix No. 4- Contractor's Declaration in Accordance with the Template of the European Single Procurement Document (ESPD)

Appendix No. 5 – Template for the List of Deliveries

Appendix No. 6 – Sanctions Contractor" Declaration

Appendix No. 7 – Template for the Declaration Regarding Data Accuracy

Appendix No. 8– Template for the Declaration Regarding the Capital Group.

## Appendix No. 1 to the STO

**Opis przedmiotu zamówienia / Description of the subject-matter of a contract**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Przedmiotem zamówienia jest sprzedaż, dostawa, instalacja oraz uruchomienie fabrycznie nowego fotometru mas umożliwiającego analizę dystrybucji mas białek i kwasów nukleinowych na podstawie pomiarów pojedynczych cząsteczek w roztworze.   |  | | --- | | 1. **Podstawowe parametry:** | |  | | **1**.      Zakres mierzonych mas 30 kDa – 5 MDa; | |  | | **2**.      Rozdzielczość (M/ΔM) co najmniej 2.5; | |  | | **3**.      Dokładność oznaczenia masy nie gorsza niż ±2%; | |  | | **4**.      Błąd nie większy niż 5% (w pojedynczym pomiarze); | |  | | **5**.      Zakres stężeń próbki 100 pM – 100 nM; | |  | | **6**.      Czułość < 1 ng białka; | |  | | **7**.      Obrazowana powierzchnia co najmniej 4 x 11 µm (przy 500 Hz) i co najmniej 12 x 17  µm  (przy  135  Hz); | |  | | **8**.      Rozmiar piksela nie większy niż 12 nm. |   **II. Dodatkowe elementy:**  **1.** Komputer sterujący z systemem operacyjnym Windows 10 Professional lub równoważnym\* o parametrach właściwych dla skutecznej obsługi urządzenia wraz  z  klawiaturą, myszą, 24-calowym monitorem oraz  oprogramowaniem do sterowaniem pomiarami i zbierania danych;  **2.** Co najmniej 6 licencji na oprogramowanie do analizy wyników i ich prezentacji / stanowi kryterium oceny ofert;  **3.** Materiały zużywalne umożliwiające pomiar co najmniej 600 próbek;  **4.** Instalacja i uruchomienie urządzenia oraz jednodniowe szkolenie w siedzibie Zamawiającego;  **5.** Dostarczanie dodatkowych materiałów zużywalnych, umożliwiających analizę 1200 próbek - realizowane na żądanie Zamawiającego nie później do końca roku 2025.   1. **Gwarancja i serwis:**   **1.** Co najmniej roczna gwarancja (części i robocizna) oraz  kontrakt serwisowy na miesiące 13-36 (od daty instalacji) obejmujący koszty części, robocizny i koszty transportu oraz coroczną wizytę serwisową;  **2.** Reakcja serwisu na zgłoszenie awarii nie dłuższa niż  5  dni roboczych.  **3.** Zamawiający nie jest zobowiązany do  przechowywania żadnych opakowań transportowych urządzenia.  **4.** Termin realizacji zamówienia do 12 tygodni od dnia podpisania umowy / stanowi kryterium oceny ofert  ***\* - System operacyjny*** – warunki równoważności dla  Windows 10 Professional  Windows 10 Professional lub równoważny spełniający następujące warunki:  1) system musi posiadać polskojęzyczny interfejs użytkownika,  2) system musi w pełni współpracować ze środowiskiem Active Directory MS Windows Server 2003/2012/2019Zarządzanie komputerami poprzez Zasady Grup (GPO) Active Directory MS Windows (posiadaną przez Zamawiającego),  3) musi mieć możliwość tworzenia wielu kont użytkowników o różnych poziomach uprawnień, zabezpieczony hasłem dostęp do systemu, konta i profile użytkowników zarządzane zdalnie; praca systemu w trybie ochrony kont użytkowników,  4) musi mieć zintegrowaną zaporę sieciową oraz zintegrowaną z systemem konsolę do zarządzania ustawieniami zapory i regułami IP v4 i v6,  5) musi być wyposażony w graficzny interfejs użytkownika,  6) musi posiadać wbudowane co najmniej następujące elementy zlokalizowane: menu, system pomocy, komunikaty systemowe,  7) musi posiadać zdalną pomoc i współdzielenie aplikacji – możliwość zdalnego przejęcia sesji zalogowanego użytkownika celem rozwiązania problemu z komputerem,  8) musi posiadać zintegrowane oprogramowanie dla tworzenia kopii zapasowych (Backup), automatyczne wykonywanie kopii plików z możliwością automatycznego przywrócenia wersji wcześniejszej; możliwość przywracania plików systemowych.  9) musi posiadać zintegrowany z systemem moduł wyszukiwania informacji (plików różnego typu) dostępny z kilku poziomów: poziom menu, poziom otwartego okna systemu operacyjnego.  10) System musi pozwalać na instalację oprogramowania użytkowanego na komputerach Zamawiającego w tym:  a) MS Office 2003, 2007, 2010, 2013, w wersjach standard oraz pro (w tym MS Access),  b) OpenOffice,  11) Licencja musi:  a) być nieograniczona w czasie,  b) pozwalać na instalację zarówno 64jak i 32-bitowej wersji systemu,  c) pozwalać na użytkowanie komercyjne,  d) pozwalać na instalację na oferowanym sprzęcie nieograniczoną ilość razy,  e) musi mieć możliwość skonfigurowania przez administratora regularnego i automatycznego pobierania ze strony internetowej producenta systemu operacyjnego i instalowania aktualizacji i poprawek do systemu operacyjnego.  f) darmowe aktualizacje w ramach wersji systemu operacyjnego przez Internet (niezbędne aktualizacje, poprawki, biuletyny bezpieczeństwa muszą być dostarczane bez dodatkowych opłat); internetowa aktualizacja zapewniona w języku polskim;  g) Wymagana jest wieczysta licencja uprawniająca do korzystania z systemu. | Subject of this procurement is sales, delivery, installation and launch of a new mass photometry system for size distribution analysis of proteins and nucleic acids based on single molecule measurements.   |  | | --- | | 1. **Basic technical features:** | |  | | **1**.      Mass range: at least 30 kDa – 5 MDa; | |  | | **2**.      Resolving power (M/ΔM): above 2.5; | |  | | **3**.      Mass precision: at least ± 2%; | |  | | **4.**      Mass error: not higher than ± 5% (single measurement); | |  | | **5.**      Sample concentration range: at least 100 pM – 100 nM; | |  | | **6.**      Sensitivity: << 1 ng of protein; | |  | | **7.**      Field of view: at least 4 x 11 µm (at 500 Hz) and at least 12 x 17 µm (at 135 Hz); | |  | | **8.**      Pixel size: not bigger than 12 nm. |  |  | | --- | | **II. Additional Elements:** | |  | | **1.**              A control computer with Windows 10 Professional operating system or an equivalent\* system with parameters suitable for effective device operation, including a keyboard, mouse, 24-inch monitor, and  software for measurement control and data collection; | |  | | **2.**             At least 6 licenses for software for result analysis and presentation / this constitutes an offer evaluation criterion; | |  | | **3.**              Consumable materials enabling the measurement of at least 600 samples. | |  | | **4.**             Installation and commissioning of the device, along with a one-day training session at the Economic operator's premises; | |  | | **5.**              Supply of additional consumable materials enabling the analysis of 1200 samples - to be fulfilled upon the Economic operator's request no later than the end of 2025. |  |  | | --- | | **III.                 Warranty and Service:** | |  | | **1.**    At least a one-year warranty (parts and labor) and a service contract for months 13-36 (from the installation date) covering the costs of parts, labor, transportation, and an annual service visit; | | |  | | | **2.      Service response time for a malfunction report not exceeding 5 business days;** | | |  | | | **3.      The Economic operator is not required to store any transport packaging for the device;** | | |  | | | **4.      Order fulfillment period up to 12 weeks from the contract signing date / this constitutes an offer evaluation criterion.** | |   ***\* Operating System*** – Equivalency Conditions for  Windows 10 Professional:  Windows 10 Professional or an equivalent system meeting the following conditions:   1. The system must have a Polish-language user interface; 2. The system must be fully compatible with the Active Directory environment of MS Windows Server 2003/2012/2019, managing computers via Active Directory MS Windows Group Policies (GPO) owned by  the Economic operator; 3. The system must allow the creation of multiple user accounts with different privilege levels, password-protected access to the system, remotely managed user accounts and profiles; the system must operate in User Account Protection mode; 4. The system must have an integrated firewall and a management console integrated with the system for managing firewall settings and IP v4 and v6 rules; 5. The system must be equipped with a graphical user interface; 6. The system must have at least the following localized elements: menu, help system, system messages; 7. The system must have remote assistance and  application sharing – the ability to remotely take over the session of a logged-in user to solve computer problems; 8. The system must have integrated backup software, automatic file backup with the ability to  automatically restore previous versions; the ability to  restore system files; 9. The system must have an integrated information search module (various file types) accessible from multiple levels: menu level, open operating system window level; 10. The system must allow the installation of  software used on the Economic operator's computers, including:   a) MS Office 2003, 2007, 2010, 2013, in standard and pro versions (including MS Access),  b) OpenOffice,   1. The license must: 2. Be perpetual, 3. Allow installation of both 64-bit and 32-bit versions of the system, 4. Allow commercial use, 5. Allow unlimited installations on the offered hardware, 6. Allow configuration by the administrator for regular and automatic updates and patches from the operating system manufacturer's website, 7. Provide free updates within the operating system version via the Internet (necessary updates, patches, security bulletins must be delivered without additional charges); Internet updates provided in Polish; 8. A perpetual license is required for system usage. |

## Appendix No. 2 to the STO

**ESSENTIAL CONTRACTUAL PROVISIONS**

**This is a separate file posted on the website**

## Appendix No. 3 to the STO

##### .................................., dn. ........................

Full Name of Contractor:

................................................................................................................

................................................................................................................

Address: ...........................................................................................

(zip code, city, street, house number)

Voivodeship and County:

Phone Number: .....................................................................................................

Fax Number: ....................................................................................................

Email Address: ........................................................................................

Website: ..........................................................................................

Tax Identification Number (NIP): ........................................................................................................

Business Registry Number (REGON): .................................................................................................

Bank Name and Branch Number: .....................................................................

Bank Account Number (26 digits in NRB standard):

..................................................................................................................

Type of Contractor - please complete:

………………………………………………………………………………………....……..

(possible options: micro-enterprise, small enterprise, medium enterprise, sole proprietorship, individual not conducting business activity, other type)*)*

#### OFFER FOR THE PROCUREMENT OF:

**Supply of Biophysical Equipment: Sale, Delivery, Installation, and Commissioning of a Brand-New Mass Photometer KPO9**

**Reference number: ADZ.261.32.2024**

**INTERNATIONAL INSTITUTE OF MOLECULAR AND CELL BIOLOGY IN WARSAW**

**ul. Księcia Trojdena 4, 02-109 Warsaw**

**NIP: 5262278704, REGON: 013082798,**

In response to the notice of procurement in the open tender procedure, we submit an offer for the execution of the subject of the contract specified in the Terms of Order**:**

1. **For the offer price of:**
   1. NET OFFER PRICE : .........................................
   2. VAT Rate: …...…%\*
   3. GROSS OFFER PRICE: ............................

***The statement does not apply to Contractors who have their registered office or place of residence outside of Poland.***

Calculated according to the table below:

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No.. | Name from STO | Manufacturer's Name or Brand and Model or Catalog Number | **Quantity** | Unit Price (Net) | Net Value | |  | | --- | | VAT Rate [%] | | |  | | --- | | VAT Rate [%] | | |  | | --- | | VAT Rate [%] | |
| *1* | *2* | *3* | *4* | *5* | *6=4x5* | *7* | *8=6x7* | *9=8+6* |
| 1. | Sale, delivery, installation, and commissioning of a brand new mass photometer |  | 1 |  |  |  |  |  |
| RAZEM: | | | | |  |  |  |  |

The above price includes all costs related to the execution of the contract.

We declare that the VAT rate stated in the offer complies with the provisions of the Act of March 11, 2004, on the tax on goods and services (Journal of Laws of 2023, item 1570).

I declare that the selection of our offer:

* will not result in the contracting authority incurring a tax liability in accordance with the provisions on the tax on goods and services.\* \*
* will result in the contracting authority incurring a tax liability on the following goods/services in accordance with the provisions on the tax on goods and services:\*

……………………………………………… - …………………………………..………………… PLN net / VAT rate

Name of goods/service value without VAT

\*Legal basis: Article 225 of the Act.

1. The subject of the offer is a device with the following technical specifications::
   1. **Mass photometer::**

|  |  |  |
| --- | --- | --- |
|  | **PARAMETER:** | **OFFERED VALUE - PLEASE ENTER:** |
| **I.** | **GENERAL DATA** | |
| **1.** | Fabrycznie nowy fotometr mas;  /  New mass photometry system | ….................................................................. producent / model / nr seryjny  manufacturer / model / serial number |
| **2.** | Zakres mierzonych mas 30 kDa – 5 MDa;  /  Mass range: at least 30 kDa – 5 MDa; | …............................................................  TAK/ NIE  YES/NO |
| **3.** | Rozdzielczość (M/ΔM) co najmniej 2.5;  /  Resolving power (M/ΔM): above 2.5; | …............................................................  TAK/ NIE  YES/NO |
| **4.** | Dokładność oznaczenia masy nie gorsza niż ±2%;  /  Mass precision: at least ± 2%; | …............................................................  TAK/ NIE  YES/NO |
| **5.** | Błąd nie większy niż 5% (w pojedynczym pomiarze);  /  Mass error: not higher than ± 5% (single measurement); | …............................................................  TAK/ NIE  YES/NO |
| **6.** | Zakres stężeń próbki 100 pM – 100 nM  /  Sample concentration range: at least 100 pM – 100 nM; | …............................................................  TAK/ NIE  YES/NO |
| **7.** | Czułość < 1 ng białka;  /  Sensitivity: << 1 ng of protein; | …............................................................  TAK/ NIE  YES/NO |
| **8.** | Obrazowana powierzchnia co najmniej 4 x 11 µm (przy 500 Hz) i co najmniej 12 x 17 µm (przy 135 Hz);  /  Field of view: at least 4 x 11 µm (at 500 Hz) and at least 12 x 17 µm (at 135 Hz); | …............................................................  TAK/ NIE  YES/NO |
| **7.** | Rozmiar piksela nie większy niż 12 nm;  /  Pixel size: not bigger than 12 nm. | …............................................................  TAK/ NIE  YES/NO |
| **II.** | **DODATKOWE ELEMENTY** | |
| **1.** | Komputer sterujący z systemem operacyjnym Windows 10 Professional lub równoważnym\* (\*-patrz SWZ) o  parametrach właściwych dla skutecznej obsługi urządzenia wraz z klawiaturą, myszą, 24-calowym monitorem oraz oprogramowaniem do sterowaniem pomiarami i zbierania danych;  /  A control computer with Windows 10 Professional operating system or an equivalent\* (\*-see SWZ) system with parameters suitable for effective device operation, including a keyboard, mouse, 24-inch monitor, and software for measurement control and data collection; | …............................................................  TAK/ NIE  YES/NO |
| **2.** | Co najmniej 6 licencji na oprogramowanie do analizy wyników i ich prezentacji / stanowi kryterium oceny ofert;  **/**  At least 6 licenses for software for result analysis and presentation / this constitutes an offer evaluation criterion;  **Stanowi kryterium oceny ofert zgodnie z wymaganiami opisanymi w SWZ**  **/**  It constitutes a criterion for the evaluation of bids in accordance with the requirements described in the Specification of Terms of Order (STO) | PROSZĘ WPISAĆ LICZBĘ OFEROWANYCH LICENCJI  /  PLEASE ENTER THE NUMBER OF LICENSES OFFERED  …..................................................................  SZTUK / quantity |
| **3.** | Materiały zużywalne umożliwiające pomiar co najmniej 600 próbek;  /  Consumable materials enabling the measurement of at least 600 samples; | …............................................................  TAK/ NIE  YES/NO |
| **4.** | Instalacja i uruchomienie urządzenia oraz jednodniowe szkolenie w siedzibie Zamawiającego;  /  Installation and commissioning of the device, along with a one-day training session at the Economic operator's premises; | …............................................................  TAK/ NIE  YES/NO |
| **5.** | Dostarczanie dodatkowych materiałów zużywalnych, umożliwiających analizę 1200 próbek - realizowane na żądanie Zamawiającego nie później do końca roku 2025.  /  Supply of additional consumable materials enabling the analysis of 1200 samples - to be fulfilled upon the Economic operator's request no later than the end of 2025. | …............................................................  TAK/ NIE  YES/NO |
| **III.** | **GWARNACJA I SERWIS** | |
| **1.** | Co najmniej roczna gwarancja (części i robocizna) oraz kontrakt serwisowy na miesiące 13-36 (od daty instalacji) obejmujący koszty części, robocizny i koszty transportu oraz coroczną wizytę serwisową;  Reakcja serwisu na zgłoszenie awarii nie dłuższa niż 5 dni roboczych.  /  At least a one-year warranty (parts and labor) and a service contract for months 13-36 (from the installation date) covering the costs of parts, labor, transportation, and an annual service visit;  Service response time for a malfunction report not exceeding 5 business days; | …............................................................  TAK/ NIE  - okres trwania gwarancji **………………………………. miesiące – proszę o uzupełnienie**  warranty period ………………………………. months – please complete |
| **2.** | Wykonawca przeprowadzi szkolenie z obsługi urządzenia w terminie uzgodnionym z Zamawiającym. Zamawiający nie jest zobowiązany do przechowywania żadnych opakowań transportowych urządzenia.  /  The Contractor will conduct training on the operation of the device at a date agreed upon with the Economic operator. The Economic operator is not required to store any transport packaging for the device; | …............................................................  TAK/ NIE  YES/NO |
| **3.** | Termin realizacji zamówienia do 12 tygodni od dnia podpisania umowy / stanowi kryterium oceny ofert.  /  Order fulfillment period up to 12 weeks from the contract signing date / this constitutes an offer evaluation criterion.  **Stanowi kryterium oceny ofert zgodnie z wymaganiami opisanymi w SWZ.**  **/**  It constitutes a criterion for the evaluation of bids in accordance with the requirements described in the Specification of Terms of Order (STO | **…………………………………….. tygodni – proszę o uzupełnienie**  **…………………………………….. weeks – please complete** |

* 1. The delivery and installation of the aforementioned device will be executed in accordance with the requirements set forth in STO.

**We hereby declare that:**

1. We have reviewed the Terms of Order (STO) and any explanations\* and/or amendments\* to the STO and acknowledge that we are bound by the provisions and procedures set forth therein.
2. We have no objections to the content of the Terms of Order (STO).
3. The offered price above includes all costs associated with the execution of the contract.
4. I declare that I have read the information clause included in the Terms of Order (STO) and that this information clause has been made available to every individual whose data has been disclosed in order to apply for the public procurement in this procedure.
5. We will execute the delivery/services covered by the contract ourselves without the involvement of subcontractors/with the involvement of subcontractors\*:

|  |  |
| --- | --- |
| *Part/scope of the contract to be subcontracted* | *Name (company) of the subcontractor (if known)* |
|  |  |
|  |  |

*Please complete separately for each part of the contract.*

1. We consider ourselves bound by this offer for the period specified in the Terms of Reference, i.e., for a period of 90 days from the deadline for submitting offers.
2. We provide information on the availability of the declarations or documents required in the Terms of Order confirming the circumstances mentioned in Chapter V of the Terms of Order:

|  |  |
| --- | --- |
| Name of the declaration or document | Number and name of the procurement procedure in which the Contractor submitted declarations or documents |
|  |  |

1. We accept the contracting authority's essential terms of the contract without reservations and undertake, in the event of our offer being selected, to conclude the contract on the aforementioned terms at the time and place designated by the contracting authority. We declare that we will not include or request the inclusion of any provisions in the contract following the selection of our offer, except for informational provisions or those indicating the method of communication between the parties and the form of such communication.
2. We accept the contracting authority's provision for the possibility of making significant changes to the terms of the future contract compared to the content of this offer, in accordance with the conditions specified in Chapter XVII of the Terms of Order.
3. We declare that the information and documents contained in Appendix No./name ….. to the Offer constitute a trade secret within the meaning of the provisions on combating unfair competition, as demonstrated in Appendix No. \_\_\_ to the Offer\*.

*(The contracting authority indicates that pursuant to Article 18(3) of the Act, the Contractor may not reserve information referred to in Article 222(5) of the Act).*

1. Contact person authorized to communicate with the contracting authority:: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. We have provided a bid bond in the amount of ………………. in the form of…………………….., which should be returned to account number ………………………………………………….………… (if applicable)\*.
3. We declare that the manner of representation of our enterprise/consortium\* for the purposes of this procedure is as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Along with the offer, we submit the following declarations and documents:

- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***NOTE! The document must be signed (with a qualified electronic signature) by a person authorized to represent the company, along with the attachment of documents confirming this authorization in accordance with the requirements specified in the Terms of Reference.***

## Appendix No. 4 to the STO

**Declaration Form in accordance with the European Single Procurement Document,**

**Submitted based on the template available on the website of the ongoing procedure in .xml and .pdf format.**

## Appendix No. 5 to the STO

Full Name of Contractor:

................................................................................................................

................................................................................................................

Address: ...........................................................................................

(zip code, city, street, house number)

**LIST OF DELIVERIES**

**Regarding: the open tender procedure for:**

**Supply of Biophysical Equipment:**

**Sale, delivery, installation, and commissioning of a brand new mass photometer KPO9**

**Reference Number: ADZ.261.32.2024**

We declare that we have completed the following deliveries within the last 5 years before the deadline for submitting offers, or if the period of business operation is shorter – within that period, to confirm the fulfillment of the participation requirement:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **LIST OF COMPLETED DELIVERIES** | | | | |
| **No.** | **Subject of Delivery with Net Value** | **Dates of Completion (from – to)** | **Entity to which the delivery was made (name of recipient, address, phone number)** | **Resources Provided by a Third Party (check as applicable "x")** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |

We attach the following documents to this list to confirm the proper execution of the deliveries listed in the table above:

* 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

……………………………………….

**NOTE: The document must be signed (with a qualified signature) by a person authorized to represent the company, along with the attachment of documents confirming this authorization in accordance with the requirements specified in the STO**

## Appendix No. 6 to the STO

Full Name of Contractor:

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Address: ...........................................................................................

(zip code, city, street, house number)

**Regarding: the open tender procedure for:**

**Supply of Biophysical Equipment:**

**Sale, delivery, installation, and commissioning of a brand new mass photometer KPO9**

**Reference Number: ADZ.261.32.2024**

**Declaration Concerning the Grounds for Exclusion from Participation in the Procurement Procedure Provided for in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 on Restrictive Measures in View of Russia’s Actions Destabilizing the Situation in Ukraine**

Submitting an offer in the procedure for the Supply of Biophysical Equipment: sale, delivery, installation, and commissioning of a brand new KPO9 mass photometer, Reference Number: ADZ.261.32.2024, conducted in the open tender procedure, I declare that:

1. **I am / am not\*** a Russian citizen, a natural or legal person, an entity or body based in Russia;
2. **I am / am not\*** a legal person, entity, or body in which the ownership rights directly or indirectly exceed 50% belong to Russian citizens or natural or legal persons, entities, or bodies based in Russia;
3. **I am / am not\*** a natural or legal person, entity, or body acting on behalf of or under the direction of:
4. **Russian citizens or natural or legal persons, entities, or bodies based in Russia, or**
5. **legal persons, entities, or bodies in which the ownership rights directly or indirectly exceed 50% belong to Russian citizens or natural or legal persons, entities, or bodies based in Russia;**
6. **None of the subcontractors, suppliers, and entities on whose capacity I rely, where they account for more than 10% of the contract value, belong to any of the above categories of entities, to confirm which we will provide a list of these entities:**

|  |  |  |  |
| --- | --- | --- | --- |
| Entity Name | Contact Information | Type of Entity (indicate whether subcontractor, supplier, or entity on whose capacity the Contractor relies) | Percentage Share in Contract Value |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

\*/ delete as appropriate

………………………..….……

/date, signature/

**NOTE: The document must be signed (with a qualified signature) by a person authorized to represent the company, along with the attachment of documents confirming this authorization in accordance with the requirements specified in the STO**

## Appendix No. 7 to the STO

Full Name of Contractor:

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Address: ...........................................................................................

(zip code, city, street, house number)

**Regarding: the open tender procedure for:**

**Supply of Biophysical Equipment:**

**Sale, delivery, installation, and commissioning of a brand new mass photometer KPO9**

**Reference Number: ADZ.261.32.2024**

**Contractor's Declaration as Referred to in §2(1)(7) and §3 of the Regulation of the Minister of Development, Labor, and Technology of December 23, 2020, on Subjective Evidence and Other Documents or Declarations That the Contracting Authority May Require from the Contractor**

Submitting an offer in the procedure for the **Supply of Biophysical Equipment: sale, delivery, installation, and commissioning of a brand new KPO9 mass photometer, Reference Number: ADZ.261.32.2024, c**onducted under an open tender procedure, we confirm the accuracy of the information contained in the declaration referred to in Article 125(1) of the Act regarding the grounds for exclusion from the procedure indicated by the contracting authority, as mentioned in:

* + - * 1. Article 108(1)(3) of the Act,
        2. Article 108(1)(4) of the Act, concerning the imposition of a prohibition on applying for a public contract as a preventive measure,
        3. Article 108(1)(5) of the Act, concerning agreements with other contractors aimed at distorting competition,
        4. Article 108(1)(6) of the Act,
        5. Article 109(1)(6), (8), and (10) of the Act,
        6. Article 7(1) of the Act of April 13, 2022, on Special Solutions for Counteracting Support for Aggression against Ukraine and for the Protection of National Security.

## Appendix No. 8 to the STO

Full Name of Contractor:

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Address: ...........................................................................................

(zip code, city, street, house number)

**Regarding: the open tender procedure for:**

**Supply of Biophysical Equipment:**

**Sale, delivery, installation, and commissioning of a brand new mass photometer KPO9**

**Reference Number: ADZ.261.32.2024**

**Declaration of Affiliation or Non-Affiliation with the Same Capital Group**

Submitting an offer in the procedure for the Supply of Biophysical Equipment: sale, delivery, installation, and commissioning of a brand new KPO9 mass photometer, Reference Number: ADZ.261.32.2024, conducted under an open tender procedure, we declare that:

**\*) we do not belong to the same capital group\*\* as the contractors who submitted offers in this procedure**

**\*) \*) we belong to the same capital group\*\* as the contractors who submitted offers in this procedure, namely:**

|  |  |  |
| --- | --- | --- |
| **No.** | **Contractor Name** | **Contractor Address** |
| 1. |  |  |
| 2. |  |  |

Hereby, I submit documents/information confirming that the preparation of the offer was independent of another contractor belonging to the same capital group and that the connections with another contractor do not lead to a distortion of competition in the procedure:

…………………………………………………………………………………………………………………….

……………………………………………………………………………………………………………………..

\*/ delete as appropriate

\*\*/ capital group as defined in the Act of February 16, 2007, on Competition and Consumer Protection, referred to in Article 108(1)(5) of the Act.