



## BIURO ZAMÓWIEŃ PUBLICZNYCH

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**Proceedings No. BZP.2710.5.2023.KWK**

### TERMS OF REFERENCE (TOR)

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

**"Supply of an automatic bioaerosol detector with an atomiser and software for data management and visualisation".**

Appendices to the TOR:

- |                 |  |
|-----------------|--|
| Appendix No. 1: | Offer form;  |
| Appendix No. 2: | Declaration of no grounds for exclusion and meeting the conditions of participation in the proceedings, referred to in Article 125 par. 1 of the Public Procurement Law; |
| Appendix No. 3: | Description of the subject matter of the order - Technical specification - Minimum requirements;   |
| Appendix No. 4: | Specimen agreement;  |
| Appendix No. 5: | Contractor's declaration on the validity of the information provided in the declaration referred to in Art. 125 par. 1 of the Public Procurement Law;                    |

**APPROVED BY:**

**General Director  
Elżbieta Solarewicz, MSc**

Wrocław, February 2023

## I. NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

1. **The Contracting Authority is:**

University of Wrocław

pl. Uniwersytecki 1

50-137 Wrocław

TAX IDENTIFICATION NUMBER (NIP) PL: 896-000-54-08, STATISTICAL IDENTIFICATION NUMBER (REGON): 000001301

the Contracting Authority's website: [www.uwr.edu.pl](http://www.uwr.edu.pl)

2. **The address of the Public Procurement Office:**

ul. Kuźnicza 49/55

50-138 Wrocław

3. **Person authorised to communicate with Contractors: Katarzyna Wilczek-Kozioł.**

The Contracting Authority informs that the e-mail address: [katarzyna.wilczek-koziol@uwr.edu.pl](mailto:katarzyna.wilczek-koziol@uwr.edu.pl) indicated in the contract notice is only used for sending announcements and receiving feedback from the Public Procurement Bulletin. It is not the address for communication with Contractors telephone: +48 71 375 29 50.

4. Contact is made only via the tender platform (hereinafter referred to as the Platform) on which the proceedings are conducted:

[https://platformazakupowa.pl/pn/universytet\\_wroclawski/proceedings](https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings).

5. A link to the proceedings is also available on the operator's website [platformazakupowa.pl](http://platformazakupowa.pl). The website of the ongoing proceedings:

[https://platformazakupowa.pl/pn/universytet\\_wroclawski/proceedings](https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings).

6. Office hours: 7:30 a.m. to 3:30 p.m. (Monday to Friday excluding public holidays).

## II. PUBLIC CONTRACT AWARDING PROCEDURE

1. The proceedings shall be conducted under the basic procedure pursuant to Article **275(1)** of the Act of 11 September 2019 - Public Procurement Law (i.e. Journal Laws of 2021, item 1129, as amended), referred to as the "PPL" and executive acts issued on its basis, in particular the Ordinance of the Minister of Development, Labour and Technology of 23 December 2020 on subjective means of proof and other documents or statements which may be demanded by the Contracting Authority from the contractor (item 2415) referred to as the MDLiT Ordinance and the Ordinance of the Prime Minister of 30 December 2020 on the manner of preparation and transmission of information and technical requirements for electronic documents and means of electronic communication in a public contract awarding procedure or competition (item 2452) referred to as the PRM Ordinance.

2. The Contracting Authority does not provide for selection of the most favourable offer with the possibility of conducting negotiations.

3. The procedure shall be conducted in writing in Polish and English.

In the case of any discrepancies between the language versions, the Polish language version shall prevail. It also applies to the provisions of the contract and other annexes to the SOT. The Orderer shall also accept submitting a tender, together with the required documents, in Polish or English.

4. The value of the contract does not exceed the EU threshold specified in Article 3 of the Public Procurement Law. The announcement and the Terms of Reference (ToR) will be made available on the website of the conducted proceedings [https://platformazakupowa.pl/pn/universytet\\_wroclawski/proceedings](https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings) from the date of publication of the announcement of the contract in the Public Procurement Bulletin, at least until the date of awarding the contract. Amendments and clarifications to the content of the ToR and other contract documents directly related to the contract awarding procedure will also be made available on this website.

5. The Contractor should carefully read this ToR and submit a tender in accordance with its requirements.
6. In matters not regulated by the PPL, the provisions of the Polish Civil Code of 23 April 1964 (i.e. of 2020, item 1740 as amended) shall apply.
7. In the present proceedings, the Contracting Authority **does not allow** for the possibility of submitting partial tenders (the subject matter of the contract is not divisible). Entrusting this task to several Contractors is not possible due to technical reasons - the subject matter of the contract is one device - individual elements of the device must be integrated with each other in terms of compatibility, for which the Contractor assumes responsibility under the guarantee.
8. The Contracting Authority shall not stipulate the obligation for the Contractor to personally perform the key parts of the contract pursuant to Article 60 and Article 121 of the Public Procurement Law.
9. The Contractor **may entrust a subcontractor with performance of a part of the contract.**
  - 9.1. The Contracting Authority requires that the part of the contract which the Contractor intends to entrust to subcontractors be indicated in the tender, as well as the names of possible subcontractors if they are already known;
  - 9.2. Entrusting a part of the contract to subcontractors does not release the Contractor from the liability for the proper performance of that contract.
  - 9.3. (if applicable) If the change or resignation of a subcontractor relates to an entity whose resources the contractor invoked pursuant to the provisions of Article 118(1) to prove meeting the conditions for participation in the procedure, the contractor shall be obliged to prove to the contracting authority that the proposed other subcontractor or the contractor independently meets them to a degree not lower than that of the subcontractor whose resources the contractor invoked during the procurement procedure. The provision of Art. 122 of the PPL shall apply.
  - 9.4. The Contractor's obligations towards subcontractors are regulated in the template agreement constituting Appendix No. 4 to the ToR.
10. The Contracting Authority **does not allow** submission of variant tenders.
11. The Contracting Authority **does not provide for** employment of persons referred to in Article 96(2)(2) of the PPL.
12. The Contracting Authority **does not reserve** the right to apply for the award of the contract by the Contractors referred to in Art. 94 of the Public Procurement Law.
13. The Contracting Authority **does not anticipate** awarding the contracts referred to in Article 305(1) in conjunction with Article 214(1)(8) of the Public Procurement Law.
14. The Contracting Authority **does not provide for** an option.
15. The Contracting Authority **does not provide for** advances for performance of the contract.
16. The Contracting Authority shall **provide for** settlements with the Contractor in foreign currencies other than PLN. For the purpose of evaluating bids, prices quoted in EUR by Contractors shall be converted by the Contracting Authority into PLN according to the official average exchange rate published by the National Bank of Poland as of the date of publishing the contract notice in the Public Procurement Bulletin, whereas the average exchange rates are available at the following Internet address: <http://www.nbp.pl/home.aspx?f=/Kursy/kursy.html>
17. The Contracting Authority **does not provide for** reimbursement of the costs of the procedure, except for Art. 261 of the Public Procurement Law.
18. The Contracting Authority **does not anticipate** concluding a framework agreement.
19. The Contracting Authority **does not anticipate** using an electronic auction.
20. The Contracting Authority **did not conduct** preliminary market consultations before commencing the procedure.

21. The Contracting Authority **does not provide for** the possibility to submit an offer in the form of electronic catalogues.
22. The Contracting Authority **recommends** that an on-site inspection is carried out.  
It is recommended that the Contractor conducts an on-site inspection of the building and the premises at ul. Kosiby 8, in order to take their own measurements, from Monday to Friday from 10.00 a.m. to 1.00 p.m., after prior telephone contact with **Ms. Małgorzata Werner** at **+48 600 535 562**. The cost of the on-site inspection shall be borne by the Contractor.  
The Contracting Authority does not make the submission of an offer conditional upon prior completion of the on-site inspection, and no minutes of the on-site inspection will be prepared.
23. The Contracting Authority **does not provide for** convening a meeting of Contractors.

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

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

- you have:
    - pursuant to Article 15 of the GDPR, the right of access to personal data concerning you;
    - pursuant to Article 16 of the GDPR, the right to rectification of your personal data;
    - pursuant to Article 18 of the GDPR, the right to request the controller to restrict the processing of your personal data, subject to the cases referred to in Article 18(2) of the GDPR;
    - the right to lodge a complaint with the President of the Office for the Protection of Personal Data if you consider that the processing of personal data concerning you violates the provisions of the GDPR;

where compliance with the obligations referred to in Article 15(1) to (3) of the GDPR would require disproportionate effort, the Contracting Authority may require the data subject to indicate additional information to clarify the request, in particular to provide the name or the date of the public contract awarding procedure;

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

#### IV. SUBJECT MATTER OF THE CONTRACT

1. The type of contract: **supply**.
2. The object of the contract is: **"Delivery of an automatic bioaerosol detector with an atomiser and software for data management and visualisation"**.
3. **Place of delivery:** Department of Climatology and Atmospheric Protection of the University of Wrocław, ul. Kosiby 8, 51-621 Wrocław, between 8:00 a.m. and 3:00 p.m.;

4. The detailed scope of the obligations to perform the subject of the contract is contained in the template agreement (which constitutes the draft provisions of the agreement within the meaning of Article 281(1)(7) of the Public Procurement Law), constituting Annex No. 4 to the ToR.
5. A detailed description of the subject matter of the contract is contained in Appendix No. 3 to the ToR - Description of the subject matter of the contract - Technical specifications - Minimum requirements;
6. The contract is to be executed with due diligence and in compliance with all the requirements contained in the ToR with appendices and possible Information for Contractors. At the stage of contract execution, the Contractor shall perform the subject matter of the contract in accordance with the Contracting Authority's requirements.
7. The offer must be unambiguous and comprehensive, i.e. cover the entire subject matter of the contract. The subject matter of the contract shall be complete with all hardware components, software, including subassemblies, components, materials, programs, databases, etc., licences, manuals and other hardware and software components necessary for the commissioning and operation of **the automatic bioaerosol detector with an atomiser**. The subject matter of the contract shall meet the requirements of the Contracting Authority. At the stage of contract execution, the Contractor shall perform the subject matter of the contract in accordance with the Contracting Authority's requirements. The Contractor shall be obliged to submit an Offer, the content of which shall allow the Contracting Authority to verify the Offer in terms of its compliance with the content of the ToR. The content of the Contractor's Offer shall comply with the content of the Terms of Reference. In the **Offer Form**, the Contractor shall indicate **the name of the manufacturer, type of device/model**. It also applies to offering equivalent solutions.
8. The subject matter of the contract shall be new (unused), non-exhibited, free of physical and legal defects, and shall not be subject to third-party rights. The supplied object of the contract must comply with all applicable legal safety standards of Polish and European Union regulations, have all legally required approvals and certificates.
9. The Contractor shall perform the agreement using its own transport, at its own expense and risk, delivering the object of the contract to the place indicated by the Contracting Authority.
10. The Contractor is obliged to:
  - delivery, insurance and bringing the subject of the contract to the technical platform on the roof of the building at ul. Kosiby 8, its installation, assembly, calibration and commissioning;
  - conduct training sessions for the Contracting Authority's employees. The training is to cover issues related to the use, operation, maintenance and extension of the detection methods of **the bioaerosol detector with an atomiser**, as well as to familiarise users with its software. The aim of the training is to enable the Contracting Authority's staff to use **the bioaerosol detector with an atomiser** themselves. In accordance with the principles and requirements established by the Contracting Authority in the agreement;
  - provide a 3-year service for the device by the manufacturer (on-site service once a year) and to remotely monitor the correct functioning of the device, keep the software and pollen database up-to-date.
  - transfer the measurement data to the University of Wrocław servers.
11. The subject matter of the contract must comply with current legal standards of safety, Polish and European Union regulations.
12. **Warranty and guarantee:**
  - 1) Details of the guarantee and warranty are set out in the draft provisions of the agreement, which constitute Appendix No. 4 to the ToR.
  - 2) The Contracting Authority requires the Contractor to provide a minimum **24-month guarantee and warranty period** for the entire subject matter of the contract.
  - 3) The warranty and guarantee period starts on the day following the protocol qualitative acceptance of the subject matter of the contract (without defects).

- 4) The guarantee and warranty period is one of the tender evaluation criteria and may be extended. Details of the guarantee and warranty period as an offer evaluation criterion can be found in Chapter XIV of the Terms of Reference.

**13. Payment terms:**

- 1) Details of payment are set out in the draft agreement provisions, which form Appendix 4 to the ToR.
- 2) Payment term: **30 days from the date** of receipt of a correctly issued invoice to the Contractor's bank account indicated in the invoice.
- 3) The date of payment shall be the date on which the Contracting Authority's bank account is debited.
- 4) The basis for issuing the invoice is the protocol of qualitative acceptance of the delivery and the protocol of acceptance of the training, signed by the Contractor and an authorised person from the Contracting Authority's side.

**14. Designation of the subject matter of the contract according to CPV codes:**

CPV code	Description
<b>38540000-2</b>	<b>Testing and measuring machinery and instruments</b>
<b>38430000-8</b>	<b>Detection and analysis instruments</b>

**15. THE EVIDENCE IN QUESTION:**

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

- 1) **the document entitled: "Description of the subject matter of the contract - Technical specifications - Minimum requirements"** - constituting Appendix No. 3 to the ToR. The Contractor is obliged to complete and sign Appendix No. 3 to the ToR, i.e.: "Description of the subject matter of the contract - Technical specifications - Minimum requirements" allowing to state the compliance with the requirements of the Contracting Authority presented respectively in Appendix No. 3 to the ToR, together with possible Information for Contractors.

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

- 2) In cases where the description of the subject matter of the contract indicates trademarks, patents or origin, sources or a specific process that characterises the products supplied by a particular Contractor, it means, that the Contracting Authority cannot describe the subject matter of the contract in a sufficiently precise and comprehensible manner. In such situations, any indication of trademarks, patents, origin, source or a particular process shall be read with the words "or equivalent". Where the Contracting Authority has indicated brands or trade names, this defines the class of the product which is the subject matter of the contract and serves to establish the standard, rather than indicating a specific product or manufacturer. The Contracting Authority shall indicate the criteria used to assess the equivalence:
  - The Contracting Authority will regard the equivalent equipment as meeting the minimum quality, operational and technical requirements corresponding to the requirements indicated by the Contracting Authority in the description of the subject matter of the contract. This means that an equivalent product must have parameters no worse than those indicated by the Contracting Authority, i.e. at least at the level required by the Contracting Authority. All costs and activities

connected with confirming that an equivalent offer meets the quality parameters shall be borne by the Contractor.

- 3) In the case of offering a product with a different name than that required by the Contracting Authority, the Contractor is obliged to prove in the offer that the supplies offered by the Contractor meet the requirements specified by the Contracting Authority by indicating respectively in the Appendix no. 3 the features unambiguously indicating that the offered products are equivalent to those indicated in description of the object of contract and attaching to the offer, in particular the subject matter evidence referred to in Articles 104-107 of the PPL, proving that the proposed solutions in an equivalent degree meet the requirements specified in the description of the object of contract. In particular, as the means of evidence in question, the Contracting Authority demands a detailed technical specification from the manufacturer of the device, confirming that the offered equivalent product has parameters at least at the level required by the Contracting Authority. Such documents are to be described in a manner that leaves no doubt as to which equipment/subassembly they are dedicated to.
- 4) Where the Contracting Authority describes the object of the contract by reference to standards, technical evaluations, technical specifications and technical reference systems referred to in Article 101(1)(2) and (3) of the Public Procurement Law, the Contracting Authority shall allow solutions equivalent to those described. The Contractor who offers solutions equivalent to the indicated standards is obliged to prove in the offer that the supplies offered by him meet the requirements specified by the Contracting Authority, by indicating in the offer form a standard equivalent to the offered product and attaching to the offer, in particular the means of evidence in question, referred to in Article 104-107 of the PPL, proving that the proposed solutions to the standards in an equivalent degree meet the requirements specified in the description of the object of the contract. In particular, the Contracting Authority requires, as the means of evidence in question, certificates issued by bodies carrying out activities in the field of conformity assessment, including tests, certificates and inspection accredited in accordance with Regulation (EC) No. 765/2008 of the European Parliament and of the Council of 9 July 2008, or test reports carried out by such bodies. The submitted Certificates - are to be issued by an independent testing and certification body accredited by the national certification body in the case of Poland, this is the Polish Centre for Accreditation (PCA). The Contracting Authority will accept certificates issued by other equivalent conformity assessment bodies. These documents are to be described in such a way that there is no doubt as to which equipment they are dedicated to.
- 5) The Contracting Authority shall accept appropriate subject matter evidence other than that referred to in item 4) above, in particular the manufacturer's technical documentation, in the event that the Contractor concerned has neither access to the certificates or test reports referred to in item 4) above nor the possibility of obtaining them within a reasonable period of time, provided that this lack of access cannot be attributed to the Contractor concerned, and provided that the Contractor concerned proves, that the supplies, which he executes, meet the requirements, characteristics specified in the description of the object of the contract or the requirements related to the execution of the contract.
- 6) If the Contractor has not submitted the said evidence or the submitted evidence is incomplete (including the evidence proving that the proposed solutions in an



equivalent degree meet the requirements specified in the description of the object of the contract), **the Contracting Authority will call for its submission pursuant to Article 107(2) of the Public Procurement Law.**

16. The Contractor's obligations concerning agreements with subcontractors are regulated in the draft agreement provisions, which constitutes Appendix No. 4 to the ToR.

## V. CONTRACT COMPLETION DATE

1. Delivery period: The Contractor shall perform the delivery **within 18 weeks**. The deadline is counted from the date of conclusion of the agreement.
2. The term of delivery shall be counted from the date of conclusion of the agreement to the qualitative acceptance approved by the Parties with a qualitative acceptance protocol.
3. Details of the term and conditions for the performance of the object of the contract are contained in the template agreement, constituting Annex No. 4 to the ToR.
4. The contract completion date shall constitute one of the offer evaluation criteria and may be shortened. Details of the contract completion deadline as the offer evaluation criterion are contained in Chapter XIV of the ToR.

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

1. Contractors who are not subject to exclusion may apply for the award:
  - 1.1. **A Contractor is excluded from the award procedure pursuant to Article 108 item 1 of the PPL:**
    - 1.1.1. who is a natural person and has been validly convicted of an offence of:
      - a) participation in an organised criminal group or association with the aim of committing a crime or fiscal offence referred to in Article 258 of the Penal Code,
      - b) trafficking in human beings as referred to in Article 189a of the Penal Code,
      - c) referred to in Articles 228-230a, 250a of the Penal Code, in Articles 46-48 of the Sports Act of 25 June 2010 (Journal of Laws of 2020, item 1133 and 2021, item 2054) or in Article 54(1) to (4) of the Act of 12 May 2011 on reimbursement of medicines, foodstuffs for special nutritional purposes and medical devices (Journal of Laws of 2021, item 523, 1292, 1559 and 2054),"
      - d) the financing of a terrorist offence referred to in Article 165a of the Penal Code, or the offence of preventing or hindering the ascertainment of the criminal origin of money or the concealment of its origin, referred to in Article 299 of the Penal Code,
      - e) of a terrorist nature, referred to in Article 115 § 20 of the Penal Code, or aimed at committing that offence,
      - f) entrusting work to a minor foreigner, referred to in Article 9(2) of the Act of 15 June 2012 on the consequences of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland (Journal of Laws No. 769),
      - g) against economic turnover, referred to in Articles 296-307 of the Penal Code, the offence of fraud referred to in Article 286 of the Penal Code, the offence against the credibility of documents referred to in Articles 270-277d of the Penal Code, or a fiscal offence,
      - h) referred to in Article 9(1) and (3) or Article 10 of the Act of 15 June 2012 on the consequences of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland  
- or for a relevant prohibited act as defined by foreign law;
  2. if an incumbent member of its management or supervisory body, a partner in a general partnership or professional partnership, or a general partner

in a limited partnership or a limited joint-stock partnership, or a proxy has been validly convicted of an offence referred to in point 1; or

3. against whom a final court judgement or a final administrative decision on overdue payment of taxes, fees or social or health insurance contributions has been issued, unless the Contractor, respectively before the deadline for submitting applications to participate in the procedure or before the deadline for submission of tenders has made payments of due taxes, fees or contributions for social or health insurance, together with interest or fines, or has entered into a binding agreement on the repayment of those receivables;
4. against whom a ban on competing for public procurement has been issued with a binding decision;
5. if the Contracting Authority can ascertain, based on reliable grounds, that the Contractor concluded an agreement with other contractors aimed at distorting competition, in particular if they belonged to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection and they submitted separate offers, partial offers or applications to participate in the procedure, unless they prove that they prepared these offers or applications independently of each other;
6. if, in the cases referred to in Article 85 (1), there has been a distortion of competition resulting from previous involvement of that contractor or of an entity which is a member of the same capital group with the contractor within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection, unless the distortion of competition caused thereby can be eliminated otherwise than by excluding the contractor from participation in the contract awarding procedure.

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

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

**1.3 The Contracting Authority shall exclude from the procedure for the award of the contract the Contractor in respect of whom the prerequisites specified in Article 7(1) of the Act of 13 April 2022 on special solutions to prevent**

**support for aggression against Ukraine and to protect national security (Journal of Laws, item 835) apply, i.e.:**

- 1) a contractor and a participant in the competition listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or included in the list on the basis of a decision on inclusion in the list ruling on the application of the measure referred to in Article 1(3) of the Act of 13 April 2022 on special solutions for countering support for aggression to Ukraine and serving to protect national security;
  - 2) a contractor and a participant in the competition whose beneficial owner within the meaning of the Act of 1 March 2018 on AML/CFT (Journal of Laws of 2022, item 593 and 655) is a person listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed or being such a beneficial owner as of 24 February 2022, insofar as he or she has been included in the list on the basis of a decision on inclusion in the list ruling on the application of the measure referred to in Article 1(3) of the Act of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security;
  - 3) a contractor and a participant in the competition whose parent entity within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, item 217, 2105 and 2106) is an entity listed in the lists set out in Regulation 765/2006 and Regulation 269/2014, or included in the list or being such a parent entity from 24 February 2022, insofar as it has been included in the list on the basis of a decision on inclusion in the list determining the application of the measure referred to in Article 1(3) of the Law of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security.
- 1.4 A Contractor may be excluded by the Contracting Authority at any stage of the procedure. Exclusion of the Contractor shall take place pursuant to Art. 111 of the PPL, subject to Article 109(3) and 110(2) and (3) of the PPL.
- 1.5 The exclusion referred to in paragraph 1.3 shall be for the duration of the circumstances set out in Article 7(1) of the Act of 13 April 2022 on special solutions to counteract support for aggression against Ukraine and to protect national security.
- 1.6 In the case of a contractor or a participant in the competition excluded pursuant to Art. 7 para. 1 of the Act of 13 April 2022 on Special Solutions to Counteracting Support for Aggression against Ukraine and to Protect National Security, the contracting authority shall reject the request to participate in the public contract awarding procedure or the offer of such contractor or contest participant, shall not invite it to submit a preliminary offer, a negotiable offer, an additional offer or final offer, does not invite him/her to negotiations or dialogue, as well as does not conduct negotiations or dialogue with such a contractor, rejects the request to participate in the competition, does not invite him/her to submit a competition work or does not conduct the evaluation of the competition work, respectively to the mode applied to the public contract awarding procedure and the stage of the public contract awarding procedure conducted.
- 1.7 A person or entity subject to exclusion pursuant to Article 7(1) of the Act of 13 April 2022 on Special Solutions to Counteract Supporting Aggression against Ukraine and Serving the Protection of National Security, who, during the period of such exclusion, applies for the award of a public contract or admission to participate in a competition or takes part in a public contract award procedure or competition, shall be subject to a pecuniary penalty.
- 1.8 The pecuniary penalty referred to in point 1.7 above shall be imposed by the President of the Public Procurement Office, by way of a decision, in the amount of up to 20,000,000.

- 1.9 If a Contractor relies on the abilities or situation of entities making available their resources, the Contracting Authority shall verify if there are no grounds for exclusion provided for in relation to the Contractor.
- 1.10 In the case where Contractors compete jointly for the award of the contract, the Contracting Authority shall verify if there are no grounds for exclusion against each of these Contractors.
- 1.11 The Contracting Authority shall examine whether there are any grounds for exclusion referred to in Article 7(1) of the Act of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security on the basis of the lists and the list indicated in the text of this provision and on the basis of a declaration by the Contractor.
- 1.12 **Contractors who meet the conditions of participation in the procedure regarding**
  - 1.12.1 the ability to conduct business may apply for the award of the contract:  
The activity carried out for the performance of the object of the contract does not require the capacity to act economically.
  - 1.12.2 authorisations to conduct a specific economic or professional activity, if it results from separate regulations:  
The activity carried out for the performance of the object of the contract does not require special authorisations.
  - 1.12.3 economic or financial standing:  
The Contracting Authority does not impose conditions in this respect.
  - 1.12.4 technical or professional capacity:  
The Contracting Authority does not impose conditions in this respect.

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

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

1. Each Contractor shall enclose with his offer a statement **referred to in Article 125 par. 1 of the PPL** on not being subject to exclusion and meeting the conditions for participation in the procedure, in the scope indicated by the Contracting Authority - Appendix No. 2 to the ToR. This statement constitutes evidence of no grounds for exclusion, fulfilment of the conditions for participation in the proceeding, respectively as at the date of submitting tenders, temporarily replacing the subjective evidence required by the Contracting Authority.
2. In the case of joint bidding by Contractors, the statement, referred to above shall be submitted by each Contractor. Such statements shall confirm the absence of grounds for exclusion and the fulfilment of the conditions for participation in the procedure to the extent to which each Contractor demonstrates the fulfilment of the conditions for participation in the procedure.

### **II. SUBJECTIVE EVIDENCE TO BE SUBMITTED UPON REQUEST OF THE CONTRACTING AUTHORITY**

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

Authority with reference to the grounds mentioned in art. 108 item 1 and 109 item 1 points 7, 8 and 10 of the PPL is up-to-date.

A model statement constitutes Appendix No. 5 to the ToR;

1.1.2. **an extract or information from the National Court Register or Central Register and Information on Business Activity**, within the scope of Art. 109 par. 1 item 4 of the PPL, prepared not earlier than 3 months before submission, if separate regulations require entry in the register or records, and within the scope of Art. 7 par. 1 of the Sanction Act.

2. In the case of submitting a tender by Contractors jointly applying for the award of the contract, each Contractor shall submit subjective evidence referred to in point II. 1.1, concerning each of them, confirming that there are no grounds for excluding them from the procedure.
3. If the Contractor has a registered office or place of residence outside the territory of the Republic of Poland, instead of the document mentioned in item II 1.1.2 he shall submit a document or documents issued in the country, in which he has a registered office or place of residence, confirming respectively that he has not been liquidated, has not been declared bankrupt, his assets are not managed by a liquidator or a court, he has not made an arrangement with creditors, that it has not suspended its activities, or is not in another similar situation arising from a similar procedure provided for in the legislation of the place where the procedure is to be initiated. The documents should be issued not more than 3 months before their submission.
4. If, in the country in which the Contractor has its registered office or place of residence, the documents referred to in point 3 shall not be issued, they shall be replaced in whole or in part, respectively, by a document containing a statement of the Contractor, indicating the person or persons authorized to represent him, or a statement of the person to whom the document refers, made under oath, or, if in the country where the Contractor has its registered office or place of residence, there are no provisions on a declaration under oath, made before a judicial or administrative authority, a notary, a professional or economic self-government authority competent with regard to the Contractor's registered office or place of residence. The documents should be issued not more than 3 months before their submission.

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

1. Subjective and objective means of evidence and other documents or statements prepared in a foreign language shall be submitted together with a translation into Polish or English.
2. The Contracting Authority shall not call for submission of subjective evidence if it can be obtained by means of free and generally available databases, in particular public registers within the meaning of the Act of 17 February 2005 on informatisation of the activity of entities performing public tasks, provided that the Contractor indicated in the statement referred to in Article 125 (1) of the PPL the data enabling access to those means.
3. The Contractor shall not be obliged to submit subjective means of evidence which the Contracting Authority has in its possession, if the Contractor indicates those means and confirms that they are correct and up-to-date.
4. If the Contractor indicates that the subjective evidence is available at the specified internet addresses of publicly available and free databases, the Contracting Authority shall require the Contractor to present a translation into Polish of the subjective evidence downloaded by the Contracting Authority.
5. Statements referred to in Article 125(1) of the PPL, subjective evidence, including the statement referred to in Article 117(4) of PPL, and the obligation of the entity providing resources referred to in Article 118(3) of PPL, subjective evidence, power of attorney, shall be prepared in an electronic form, in the data formats specified in the

provisions issued pursuant to Article 18 of the Act of 17 February 2005 on Informatisation of Activities of Entities Performing Public Tasks (Journal of Laws of 2020, item 346, 568, 695, 1517 and 2320), taking into account the type of transmitted data.

6. The statement referred to in Article 125(1) of the PPL shall be made, under pain of invalidity, **in electronic form (bearing a qualified electronic signature) with a trusted signature or with a personal signature.**
7. The manner of preparing electronic documents, statements or electronic copies of documents or statements must be compliant with the requirements set out in the Ordinance of the President of the Council of Ministers of 31 December 2020 *on the manner of preparation and transmission of information and technical requirements for electronic documents and means of electronic communication in public procurement or competition proceedings*
8. If the subjective evidence, objective evidence, other documents, including the documents referred to in Article 94, paragraph 2 of the PPL or documents confirming the right to represent respectively the Contractor, Contractors jointly applying for the award of the public contract, the entity making available the resources on the conditions specified in Article 118 of the PPL or a subcontractor who is not the entity making available the resources on such conditions, hereinafter referred to as the "documents confirming the right to represent", have been issued by authorised entities other than the Contractor, the Contractor jointly applying for the award of the contract, the entity making available the resources or the subcontractor, hereinafter referred to as 'authorised entities', as an electronic document, shall pass this document.
9. Where the subjective evidence, objective evidence, other documents or documents confirming the power of representation have been issued by the authorised entities as a paper document, a digital reproduction of that document **bearing a qualified electronic signature, a trusted signature or a personal signature** certifying the conformity of the digital reproduction with the paper document shall be transmitted.
10. The certification of the conformity of the digital reproduction with the document in paper form referred to in point 9 shall be made in the case of:
  - 10.1. subjective means of evidence and documents confirming the power of representation - the Contractor, the Contractor jointly applying for the award of the contract, the entity providing the resources or the subcontractor, respectively, with regard to the subjective means of evidence or documents confirming the power of representation which concern each of them;
  - 10.2. subjective means of evidence - the Contractor or the Contractor jointly applying for the award of the contract, respectively;
  - 10.3. other documents, including the documents referred to in Article 94 par. 2 of the PPL - the Contractor or the Contractor jointly applying for the award of the contract, respectively, with regard to the documents which concern each of them.
11. Subjective evidence, including the statement referred to in Article 117(4) of PPL and the undertaking of the entity providing the resources, objective evidence, documents referred to in Article 94(2) of PPL not issued by authorised entities, and the power of attorney shall be provided in electronic form and accompanied **by a qualified electronic signature, a trusted signature or a personal signature.**
12. Where subjective evidence, including the statement referred to in Article 117 (4) of the Act, and the undertaking of the entity providing the resources, the objective means of evidence, the documents referred to in Article 94 (2) of the Act, not issued by authorised entities or the power of attorney, have been drawn up as a document in paper form and accompanied by a handwritten signature, a digital reproduction of this document **bearing a qualified electronic signature, a trusted signature, or a personal signature** certifying the conformity of the digital reproduction with the document in paper form shall be provided.

13. The certification of the conformity of the digital reproduction with the document in paper form referred to in paragraph (12) shall be made in the case of:
  - 13.1. subjective evidence - the Contractor, the Contractor jointly applying for the award of the contract, the entity providing the resources or the subcontractor, respectively, with regard to the subjective evidence which concerns each of them,
  - 13.2. the objective evidence, the document referred to in art. 94(2) of the PPL, statement referred to in Article 117(4) of the PPL or undertaking of the entity providing the resources - the Contractor or the Contractor applying jointly for the award of the contract respectively
  - 13.3. power of attorney - the principal.
14. A notary public may also certify the conformity of the digital copy with the document in paper form referred to in par. 9 and 12.
15. A digital reproduction as referred to in paragraphs 9-10, 12-13 and paragraph 14 shall be understood to mean an electronic document that is an electronic copy of the content recorded in paper form, enabling the content to be read and understood without direct access to the original.
16. Where an electronic document is submitted in a procedure or a contest in an in a compressed format, affixing **a qualified electronic signature, trusted signature or personal signature to a file containing compressed documents** is tantamount to affixing a qualified electronic signature, trusted signature or personal signature to all documents contained in the file respectively.
17. Pursuant to Article 128(1) of PPL, if the Contractor has not submitted the statement referred to in Article 125(1) of PPL, subjective evidence, other documents or statements submitted in the procedure or if they are incomplete or contain errors, the Contracting Authority shall call upon the Contractor to submit, correct or supplement them within the designated time limit, unless:
  - 17.1. the Contractor's bid is subject to rejection regardless of their submission, supplement or correction, or
  - 17.2. there are grounds for invalidating the procedure.
18. The Contractor shall submit the subjective evidence when called upon as referred to in point II up to date as of the date of their submission.
19. The Contracting Authority may request from Contractors clarification of the content of the statement referred to in Article 125 (1) of the PPL or submitted subjective evidence or other documents or statements submitted in the procedure.
20. If the statement provided by the Contractor, referred to in Article 125 par. 1 of PPL, or subjective evidence submitted by the Contractor gives rise to doubts of the Contracting Authority, the Contracting Authority may ask directly to the entity which is in possession of information or documents which are relevant in this respect for the assessment of compliance by the Contractor with the conditions for participation in the procedure, selection criteria or lack of grounds for exclusion, to present such information or documents.
21. Electronic documents in a procedure or competition shall meet the following cumulative requirements:
  - 21.1 they shall be fixed in such a way that they can be repeatedly read, saved and reproduced, and transmitted by means of electronic communication or on a computer data carrier;
  - 21.2 they allow the content to be presented in electronic form, in particular by displaying it on a screen monitor;
  - 21.3 they allow the content to be presented in paper form, in particular by means of a printout;
  - 21.4 they contain data arranged in such a way as to leave no doubt as to the content and context of the recorded information.

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

### 1. General information.

- 1.1. In the contract awarding procedure, electronic communication between the Contracting Authority and the Contractors shall take place by means of electronic communication via the Tender Platform (hereinafter referred to as the "Platform") at: [https://platformazakupowa.pl/pn/uniwersytet\\_wroclawski/proceedings](https://platformazakupowa.pl/pn/uniwersytet_wroclawski/proceedings), in the line marked with the title and sign of this procedure.
- 1.2. The technical and organisational requirements for sending and receiving electronic documents, electronic copies of documents and statements and information transmitted using them are described in the Instructions for Users available at: <https://platformazakupowa.pl/strona/1-regulamin>
- 1.3. The Contracting Authority, in accordance with the Regulation of the President of the Council of Ministers of 30 December 2020 on the manner of preparation and transmission of information and technical requirements for electronic documents and means of electronic communication in a public procurement procedure or competition (Journal of Laws of 2020, item 2452), specifies the necessary hardware and application requirements enabling work on the Platform, i.e.:
  - a) permanent access to the Internet with a guaranteed bandwidth of not less than 512 kb/s,
  - b) a PC or MAC computer with the following configuration: memory min. 2 GB Ram, Intel IV 2 GHZ processor or its newer version, one of the operating systems - MS Windows 7, Mac Os x 10 4, Linux, or their newer versions,
  - c) Any web browser other than Internet Explorer installed, JavaScript enabled,
  - e) Adobe Acrobat Reader or other program supporting .pdf file format installed,
- 1.4. Encryption on platformazakupowa.pl takes place using the TLS 1.3 protocol.
- 1.5. The time indication of data receipt by the purchasing platform shall be the date and the exact time (hh:mm:ss) generated according to the local time of the server synchronised with the clock of the Central Measurement Office.
- 1.6. The Contractor, by entering into this public contract awarding procedure:
  - a) accepts the terms and conditions of use of the Platform as set out in the Regulations posted on the Platform's website under the tab "Regulations" and acknowledges them as binding,
  - b) has read and complies with the Instructions for Submission of Tenders/Applications available on the Platform.
- 1.7. The maximum size of one file sent through the dedicated forms for: submission, modification, withdrawal of an offer is 150 MB, while for communication the size of the file is a maximum of 500 MB.
- 1.8. The Contracting Authority shall not be responsible for submitting a tender in a manner inconsistent with the Instructions for Use of the Platform, in particular if the Contracting Authority becomes aware of the content of the tender before the deadline for submission of tenders (e.g. submission of a tender in the "Send a message to the Contracting Authority" tab). Such an offer will be considered by the Contracting Authority as a commercial offer and will not be taken into account in the proceedings in question, as the obligation imposed by Article 221 of the Public Procurement Law has not been fulfilled.
- 1.9. The Contracting Authority informs that the instructions for the use of the Platform concerning, in particular, logging in, submitting requests for clarification of the content of the ToR, submitting tenders and other activities undertaken in this procedure using the Platform are located in the tab "Instructions for Contractors" on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>



1.10. Technical support is provided by its provider: the Platform's Customer Support Centre: platformazakupowa.pl; tel. 22 101 02 02; e-mail: cwk@platformazakupowa.pl.

1.11. In all correspondence related to this procedure, the Contracting Authority and Contractors shall use the procedure number assigned by the Contracting Authority **BZP.2710.5.2023.KWK.**

1.12. Communication between the Contracting Authority and the Contractors, in particular with regard to:

- a) sending requests to the Contracting Authority for clarification of the content of the ToR;
- b) sending responses to the Contracting Authority's request for submission of subjective evidence;
- c) sending answers to requests from the Contracting Authority to submit/correct/complete the statement referred to in Article 125(1), subjective evidence, other documents or statements submitted in the procedure;
- d) sending answers to requests from the Contracting Authority for explanations concerning the content of the statement referred to in Article 125(1) or submitted subjective evidence or other documents or statements submitted in the procedure;
- e) sending answers to the Contracting Authority's request for clarification of the content of the evidence in question;
- f) sending answers to other requests from the Contracting Authority resulting from the Public Procurement Law;
- g) sending requests, information, statements of the Contractor;
- h) sending an appeal/other;

is carried out via the [Platform](#) and the form: "Send a message to the Contracting Authority".

1.13. The date of transmission (receipt) of statements, applications, notifications and information shall be the date on which they are sent via the [Platform](#) by clicking on the button "Send message to the Contracting Authority", followed by a message that the message has been sent to the Contracting Authority.

1.14. The Contracting Authority shall communicate information to Contractors via the [Platform](#). The Contracting Authority will post information concerning answers to questions, amendments to the ToR, changes to the deadline for the submission and opening of tenders on the Platform in the "Announcements" section. Correspondence which, according to the applicable regulations, is addressed to a specific Contractor shall be forwarded via the [Platform](#) to the specific Contractor.

1.15. The Contractor, as a professional entity, is obliged to check messages and communications directly on the Platform sent by the Contracting Authority, as the notification system may fail or the notification may end up in the SPAM folder.

## 2. **Clarifications and changes to the content of the ToR.**

2.1. The Contractor may request the Contracting Authority to clarify the content of the ToR on the Platform via the form: "Send a message to the Contracting Authority".

2.2. The Contracting Authority is obliged to provide explanations immediately, but no later than 2 days before the deadline for submission of tenders, provided that the request for clarification of the content of the ToR was received by the Contracting Authority no later than 4 days before the deadline for submission of tenders.

2.3. If the Contracting Authority fails to provide explanations within the deadline referred to in item 2.2, it shall extend the deadline for submission of tenders by the time necessary for all interested Contractors to familiarise themselves with the explanations necessary for proper preparation and submission of tenders.

- 2.4. If a request for clarification of the content of the ToR has not been received by the deadline referred to in point 2.2, the Contracting Authority is not obliged to provide explanations to the ToR respectively and to extend the deadline for submission of tenders.
  - 2.5. The extension of the deadline for submission of tenders referred to in para. 2.4, does not affect the deadline for submission of requests for clarification of the content of the ToR respectively.
  - 2.6. The Contracting Authority shall make the contents of the questions together with the explanations available on the website of the conducted proceedings, i.e.: [https://platformazakupowa.pl/pn/universytet\\_wroclawski/proceedings](https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings) (in the line marked with the title and sign of this procedure), without disclosing the source of the question.
  - 2.7. In justified cases, pursuant to the provisions of the Public Procurement Law, the Contracting Authority may modify the contents of the ToR. The amendment made in this way will be made available on the website of the conducted proceedings, i.e.: [https://platformazakupowa.pl/pn/universytet\\_wroclawski/proceedings](https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings) (in the line marked with the title and sign of this procedure).
  - 2.8. In the case of discrepancies between the content of the content of this ToR and the content of the given answers, the content of the letter containing the later statement of the Contracting Authority shall be binding.
3. The Contracting Authority does not envisage the method of communication with Contractors other than by means of electronic communication as indicated in the ToR.

## IX. BID SECURITY

The Contracting Authority does not require a bid security from Contractors.

## X. BID VALIDITY PERIOD

1. The Contractor shall be bound by the tender until **29.03.2023**, however not longer than 30 days from the tender submission deadline, while the first day of the tender validity period shall be the day on which the deadline for submission of tenders expires.
2. In the event that the selection of the most advantageous tender does not take place before the expiry of the deadline for being bound by a tender as specified above, the Contracting Authority, before the expiry of the deadline for being bound by a tender, shall request the consent of the Contractors once to extend the deadline by the period indicated by the Contractor, which shall not exceed 30 days.
3. Extension of the tender validity period referred to above shall require a written statement of consent by the Contractor to extend the tender validity period.

## XI. DESCRIPTION OF HOW TO PREPARE A TENDER

1. The tender, the statement referred to in Article 125(1) of the PPL, the subjective evidence, including the statement referred to in Article 117(4) of the PPL and the undertaking by the entity providing access to the resources referred to in Article 118(3) of the PPL, subjective evidence, the power of attorney, shall be prepared **in an electronic form in the Polish language**, in widely available data formats, in particular **.pdf, .doc, .xls, .docx, .rtf, .xps, .odt, .txt**, and shall be submitted under pain of nullity, in an electronic form (with a qualified signature) or in electronic form with a trusted signature or personal signature.
  - 1.1. The Contracting Authority has defined the admissible data formats from the catalogue of formats indicated in Annex No. 2 to the Regulation of the Council of Ministers of 12 April 2012 on the National Interoperability Framework, minimum requirements for public registers and information exchange in electronic form and minimum requirements for ICT systems. Common formats that do not appear in the aforementioned Regulation include: .rar .gif .bmp .numbers .pages. Documents filed in such files will be deemed to have been filed ineffectively.

- 1.2. If the tender consists of several documents, the Contractor should sign each document of the tender separately with a qualified electronic signature or a trusted signature or a personal signature and then place them in one folder. The next step is to compress the folder into a format, e.g. .zip or .7Z (without giving it passwords and without encrypting the internal files).
- 1.3. The Contractor may also submit the electronic document in a format that subjects the data to compression. The binding of a file containing compressed documents with a qualified electronic signature, trusted signature or personal signature shall be equivalent to the affixing of all documents contained in that file with a qualified electronic signature, a trusted signature or a personal signature, as appropriate.
- 1.4. In the case of submitting an offer in electronic form (with a qualified electronic signature), due to the low risk of compromising the integrity of the file and easier verification of the signature, the Contracting Authority recommends, if possible, converting the files comprising the offer into PDF format and affixing them with a PAdES qualified signature. Files in formats other than PDF are recommended to be signed with an external XAdES signature. The contractor should remember that the file with the signature should be submitted together with the signed document. If an external XAdES signature format is used, the Contracting Authority requires that the appropriate number of files be included, i.e. the signed data files and the signature files in XAdES format.
- 1.5. Qualified signatures used by contractors to sign any files must comply with the requirements of the "Regulation of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market (eIDAS) (EU) No 910/2014 - from 1 July 2016".
- 1.6. The Contracting Authority recommends the use of a signature with a qualified time stamp. The Contracting Authority recommends that no changes are made to files after they have been signed with a qualified signature. This may result in a violation of file integrity, which will be equivalent to rejection of the offer in the procedure.
2. The means of electronic communication **used to submit an offer by a Contractor** is the Platform available at: [https://platformazakupowa.pl/pn/uniwersytet\\_wroclawski/proceedings](https://platformazakupowa.pl/pn/uniwersytet_wroclawski/proceedings) in the line marked with the title and the case mark consistent with the present procedure.
3. The Contracting Authority shall not be liable for tenders submitted in a manner inconsistent with the Contracting Authority's Tender Platform Instructions available at the following address: <https://platformazakupowa.pl/strona/45-instrukcje>
4. The Contractor shall submit a tender via the Tender Submission Form or Application Form available on the Platform for a specific public contract awarding procedure. After completing the Tender Submission Form and attaching all required and signed attachments, click on the "Proceed to Summary" button. Then, in the second step of submitting a tender or application, check the correctness of the submitted tender, the attached files and their quantity. Then click the Submit Tender button to complete the tender submission step. Next, the system will encrypt the contractor's tender or application so that it will be unavailable to the contracting authority until the date for opening tenders or submitting applications to participate in the procedure in accordance with Article 221 of the Public Procurement Law, The final step is to display a message and send an email from platformazakupowa.pl with information about the tender or application being submitted. The date of submission of the offer is the date of its transmission in the system (platform) in the second step of submitting the offer by clicking on the "Submit offer" button and a message is displayed that the offer has been encrypted and submitted.
5. The contractor, before the deadline for submission of tenders, may withdraw a tender via the Platform. The method of submitting or withdrawing a tender is described in the Instructions: <https://platformazakupowa.pl/strona/45-instrukcje>

## **6. Company Secrets:**

- 6.1. Any information constituting a business secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2020, item 1913), which the Contractor reserves as a business secret, shall be submitted in a separate and appropriately marked file, e.g. "Business Secret", and then compressed into a single archive file together with the files constituting the non-confidential part. Failure to clearly indicate which information constitutes a business secret will mean that all declarations and certificates submitted in the course of these proceedings are open without reservation.
- 6.2. The Contractor shall be obliged, along with submitting information reserved as a business secret, to prove that such information meets the prerequisites specified in Article 11 (2) of the Act of 16 April 1993 on combating unfair competition, i.e. the information is of a technical, technological, organisational or economic nature, and as a whole or in a specific juxtaposition and collection of elements, is not generally known to persons normally dealing with this type of information, or is not readily available to such persons, provided that the person authorised to use or dispose of the information has taken steps to keep it confidential with due diligence.
- 6.3. It is recommended that the demonstration of the reservation of information as a business secret be formulated in such a way as to make it accessible. Any reservation of business secrecy by the Contractor without such proof shall be treated by the Contracting Authority as ineffective due to the Contractor's failure to take the necessary measures to maintain confidentiality of the information covered by the clause, pursuant to provisions of Article 18 par. 3 of PPL.
- 6.4. The Contracting Authority shall not disclose information constituting a business secret within the meaning of provisions on fighting unfair competition, if the Contractor, together with submitting such information, stipulated that it may not be disclosed and demonstrated that the reserved information constitutes a business secret. In the bid, the Contractor may not reserve information communicated after the bid opening, referred to in Article 222(5) of the PPL or which is open under separate provisions.

## **7. Manner of signing a tender:**

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

## 8. Joint tender:

- 8.1. Contractors may jointly tender for the award of this contract. Contractors appearing jointly (e.g. civil law partnerships, consortia) pursuant to provisions of Art. 58 item 2 of the PPL are obliged to appoint a proxy to represent the Contractor in the public procurement proceedings or to represent him in the proceedings and conclude the public procurement contract.
- 8.2. Any correspondence and settlements shall be made exclusively with the entity acting as a proxy.
- 8.3. A power of attorney shall be signed by the person(s) authorised to grant it, i.e.: in accordance with the form of representation of each Contractor, with a qualified electronic signature or a trusted signature or a personal signature. Point 7.4. shall apply.
- 8.4. Contractors jointly applying for the contract shall be jointly and severally liable for performance of the contract.
- 8.5. The list of documents submitted with a tender, in the case of Contractors jointly applying for the award of the contract, is defined in Chapter VII, item I of the ToR, and in the case of subjective evidence to be submitted upon request of the Contracting Authority, is defined in Chapter VII, item II of the ToR.

## 9. The tender shall consist of:

- 9.1. the **Tender Form** prepared according to the specimen constituting Appendix No. 1 to the ToR.
  - 9.2. **Statement referred to in Art. 125 par. 1 of the PPL** (Appendix no. 2).
  - 9.3. **Description of the object of the contract - Technical specification - Minimum requirements**, prepared according to Appendix No. 3 to the ToR.
  - 9.4. (if applicable) In the case of offering equivalent solutions, the Contractor shall submit in particular the subjective evidence referred to in **Chapter IV, item 15, subsections 3)-5) of the ToR**, proving that the proposed solutions in an equivalent degree meet the requirements of the standards specified in the description of the object of the contract.
  - 9.5. **Power of attorney or other document confirming the authorization** to represent the Contractor for the person(s) signing the tender in accordance with point 7 or 8 respectively of Chapter XI of the ToR.
  - 9.6. If a tender contains information constituting a company secret within the meaning of the provisions of the Act on Combating Unfair Competition of 16 April 1993 (Journal of Laws of 2020, item 1913), the Contractor, in order to maintain the confidentiality of this information, shall submit it in a separate and appropriately marked file - details described in point 6 of Chapter XI of the SWZ - if applicable.
10. The documents specified in Chapter VII, item II shall not be submitted together with a tender. These documents shall be submitted by the Contractor whose tender has been awarded the highest mark only after receiving a call from the Contracting Authority.

## XII. SUBMISSION AND OPENING OF TENDERS

1. A tender with the required appendices must be submitted by **28.02.2023 , by 10:00 a.m.** **via** **the** **Platform:** [https://platformazakupowa.pl/pn/universytet\\_wroclawski/proceedings](https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings)
2. A contractor may submit only one tender.
3. The tender shall be submitted in Polish or English.
4. The Contracting Authority shall reject any tender submitted after the deadline for submission of tenders.
5. The Contracting Authority shall ensure that the contents of tenders cannot be consulted before the deadline for their opening.

6. The date of submission of a tender shall be the date of its submission in the system by clicking on the Submit Tender button in the second step and displaying a message that the tender has been submitted.
7. The contractor shall not be allowed to withdraw a submitted tender after the deadline for submission of tenders.
8. Prior to the opening of tenders at the latest, the Contracting Authority will make available on the website of the conducted proceedings the amount of money which he intends to allocate to finance the contract.
9. The opening of tenders will take place **28.02.2023 at 11:00 am** via the Platform [https://platformazakupowa.pl/pn/universytet\\_wroclawski/proceedings](https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings) by decrypting the submitted tenders by the Contracting Authority.
10. The Contracting Authority shall, immediately after the opening of tenders, make available on the website of the conducted proceedings information about:
  1. the names or first and last names and registered offices or places of business or residence of the Contractors whose tenders have been opened;
  2. prices or costs contained in the tenders.

### XIII. METHOD OF CALCULATING THE OFFER PRICE

1. The offer price is to take into account the scope specified in the ToR and any clarifications and amendments to the contents of the ToR, as well as all obligations arising from the text of the attached specimen agreement.
2. The evaluation shall be based on the GROSS OFFER PRICE, indicated in the Offer Form, calculated as indicated in the manner specified in item 5, must take into account all costs necessary for the correct and full execution of the contract as well as all fees and taxes to which the Contractor is obliged under applicable regulations.
3. The correct determination of the VAT rate shall be the responsibility of the Contractor.
4. The gross price in the Tender Form should be given in **PLN/EUR<sup>1</sup>**, rounded to two decimal places, according to the rule below.  
**NOTE:** The price in PLN/EUR should be rounded to two decimal places according to the rule that the third digit from 5 upwards results in rounding the second digit from the decimal point upwards by 1. If the third digit from the decimal point is lower than 5, the second digit from the decimal point remains unchanged. The third digit shall not be rounded up.
5. The Contractor shall be obliged **to specify** the rate of Value Added Tax (VAT) in the Tender Form, according to which he calculates the VAT amount. He shall then sum up the VAT amount and the net offer price to obtain the gross offer price.
6. The method of payment and settlement for the performance of this contract has been specified in the model contract (Appendix No. 4 to the ToR).
7. If a bid has been submitted, the selection of which would lead to the creation of a tax obligation for the Contracting Authority pursuant to the VAT Act of March 11th 2004 (i.e. as of 2020, item 106 as amended), for the purpose of applying the price or cost criterion, the Contracting Authority shall add the amount of VAT which it would be obliged to settle to the price presented in the bid. In the tender, the Contractor is obliged to:
  - 1) inform the Contracting Authority that the selection of his tender will lead to the creation of the Contracting Authority's tax obligation;
  - 2) indicate the name (type) of the good or service, the supply or provision of which will lead to the tax obligation;

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<sup>1</sup> to be selected by the Contractor at the tender submission stage)

- 3) indicate the value of the goods or services subject to the tax obligation of the Contracting Authority, without the amount of the tax;
- 4) indication of the rate of tax on goods and services which, to the knowledge of the Contractor, will apply.

#### **XIV. DESCRIPTION OF CRITERIA**

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

**Criterion 1: Price (C) – 60%;**

**Criterion 2: Time of delivery (T) - 20%**

**Criterion 3: Period of guarantee and warranty (T) - 20%.**

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

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

$$W = C+T+G$$

where:

**W** - means the sum of points for all criteria awarded to the examined offer;

**C** - means the points value for the Price criterion;

**T** - means the points value for the Delivery Term criterion;

**G** - means the point value for the criterion of Warranty Period;

The maximum total number of points that a Contractor's offer may obtain is 100 points. The method of calculating the points value according to the aforementioned criteria:

##### **2.1. Price (C):**

The Contracting Authority will evaluate the bids in the criterion "price" as follows:

The bid with the lowest price (gross) will receive the maximum number of points - 60 points,

and the points for the remaining offers will be calculated according to the formula:

$$C = (C_{\min}/C_n) \times 60$$

where:

**C<sub>min</sub>**- [PLN] gross bid price - the lowest among the evaluated bids;

**C<sub>n</sub>**- [PLN] gross bid price - of the evaluated bid;

**60**-the factor resulting from the weighting adopted for the criterion.

##### **2.2. Time of delivery (T)**

Points in this criterion will be awarded on the basis of the delivery period offered by the Contractor in the Bid Form (Appendix 1 to the ToR).

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



<b>Time of delivery</b> (calculated from the date of conclusion of the agreement to the qualitative acceptance confirmed by the Parties with a qualitative acceptance protocol)	<b>Number of points</b>
14 weeks	20 points
16 weeks	10 points
18 weeks	0 points

Assuming a maximum (basic) delivery period of 18 weeks and a minimum of 14 weeks.

The Contractor is obliged to offer at least the maximum (basic) delivery period expected by the Contracting Authority, i.e. 18 weeks from the date of conclusion of the agreement.

If the Contractor indicates in his offer a longer delivery period than 18 weeks, his offer will be rejected pursuant to Art. 226 (1) (5) of the Public Procurement Law.

Failure to specify in the offer the delivery time shall mean that the Contractor offers the basic delivery time required by the Contracting Authority, i.e. 18 weeks. In such a case the Contractor shall receive 0 points in this criterion.

If a delivery period shorter than the minimum expected by the Contracting Authority is given, the Contracting Authority will accept the minimum delivery period for the evaluation of the bids, i.e. 14 weeks. The delivery date indicated in the tender by the Contractor will be entered into the agreement.

In the event that intermediate values are given between the cut-off dates, the Contracting Authority will round the intermediate values given up to the longer term for the purpose of tender evaluation.

### 2.3. Period of guarantee and warranty (G)

Points in this criterion will be awarded on the basis of the warranty and guarantee period offered by the Contractor in the Bid Form (Appendix 1 to the ToR). The corresponding number of points will be awarded to the Contractor who offers:

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

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

The Contractor is obliged to offer at least the minimum guarantee and warranty period expected by the Contracting Authority, i.e. 24 months from the day following qualitative acceptance.



If the Contractor indicates in his offer a warranty and guarantee period shorter than 24 months, his offer shall be rejected pursuant to Art. 226 (1) (5) of the PPL.

Failure to provide the warranty and guarantee period in the offer shall mean that the Contractor offers the minimum warranty and guarantee period required by the Contracting Authority, i.e. 24 months. In such a case the Contractor shall receive 0 points in this criterion.

If a longer guarantee and warranty period than the maximum expected by the Contracting Authority is given, the Contracting Authority will accept the maximum guarantee and warranty period, i.e. 36 months, for bid evaluation. The warranty and guarantee period indicated in the bid will be entered into the agreement.

In the event that intermediate values are given between the boundary periods, the Contracting Authority, for the purpose of bid evaluation, will round the intermediate values given down to the shorter period.

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

#### **XV. CORRECTION OF ERRORS IN THE CONTENTS OF THE TENDER**

1. Pursuant to Article 223 Paragraph 2 of the PPL the Contracting Authority shall correct in the tender:
  - 1.1. obvious clerical errors;
  - 1.2. obvious calculation errors, taking into account accounting consequences of the corrections made;
  - 1.3. other errors consisting in inconsistency of the tender with the contract documents, not causing significant changes in the contents of the tender;
    - immediately notifying thereof the Contractor whose tender has been corrected.
2. In the case referred to in item 1.3, the Contracting Authority shall fix an appropriate time limit for the Contractor to agree to the correction of the error in the tender or to challenge its correction. Failure to reply within the designated time limit shall be deemed as consent to correct the error.
3. The Contracting Authority shall reject the tender if the Contractor disputes the correction of the mistake referred to in point 1.3 within the designated time limit.

#### **XVI. SELECTION OF THE MOST ADVANTAGEOUS TENDER**

1. The Contracting Authority shall award the contract to the Contractor whose tender:
  - 1.1. meets all the requirements of the Public Procurement Law,
  - 1.2. meets all the conditions specified in the ToR,
  - 1.3. has been selected as the most advantageous on the basis of the tender evaluation criteria defined in the ToR.
2. The Contracting Authority shall immediately inform all Contractors simultaneously of:
  - 2.1. selection of the most advantageous tender, indicating the name or business name, registered office or place of residence, if this is the place of business of the Contractor whose tender was selected, and the names or business names, registered offices or places of residence, if this is the place of business of the Contractors who submitted tenders, as well as the scores awarded to the tenders for each tender evaluation criterion and the total score;

- 2.2. contractors whose tenders have been rejected, stating the factual and legal reasons for the rejection.
- 2.3. cancellation of the procedure,  
- stating the factual and legal reasons.
3. The Contracting Authority shall post the information referred to in points 2.1 and 2.3 on the website for the conducted tender.
4. If the Contractor Operator whose tender was selected as the most advantageous evades entering into a public procurement agreement or fails to provide the required performance bond, the Contracting Authority may re-examine and evaluate tenders from among the tenders submitted by the remaining Contractors and select the most advantageous tender or cancel the procedure.

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

1. Persons representing the Contractor Operator when signing the contract should have with them documents confirming their authorisation to sign the agreement, if such authorisation does not result from the documents attached to the tender.
2. If a tender submitted by Contractors jointly applying for the award has been selected (Article 58 of the PPL), before concluding the public procurement agreement the Contracting Authority shall demand a copy of the agreement regulating cooperation between these Contractors.
3. The Contracting Authority shall enter into an agreement with the selected Contractor within not less than 5 days from the date of sending the notice on selection of the most advantageous tender, if the notice was sent by means of electronic communication, subject to provisions of Article 308 paragraph 3 item 1 letter a) of the PPL.
4. The agreement shall be concluded in compliance with the specimen agreement constituting Appendix No. 4 to the ToR supplemented by provisions resulting from the tender submitted.
5. The Contractor will be obliged to sign the agreement at the place and date indicated by the Contracting Authority. The Contracting Authority shall allow the agreement to be concluded in electronic form pursuant to paragraph 78<sup>1</sup> of the Act of 23 April 1964 - Civil Code (i.e. of 2020, item 1740 as amended).
6. Prior to signing the agreement, the Contracting Authority will examine whether the grounds for exclusion provided for in Section 7(1) of the Sanction Act apply, on the basis of the lists indicated in that Act or other available means. The aforementioned prohibitions and grounds for exclusion shall also apply during the contract execution phase.
7. The Contracting Authority shall, no later than within 30 days from the date of completion of the contract awarding procedure shall publish in the Public Procurement Bulletin a notice of the outcome of the procedure containing information on the award of the contract or cancellation of the procedure.

## **XVIII. REQUIREMENTS CONCERNING A PERFORMANCE BOND**

The Contracting Authority shall not require a performance bond.

## **XIX. REQUIREMENTS CONCERNING EMPLOYMENT BASED ON AN EMPLOYMENT RELATIONSHIP, IN CIRCUMSTANCES REFERRED TO IN ART. 95 of the Public Procurement Law**

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

## **XX. DRAFT CONTRACTUAL PROVISIONS/AMENDMENTS**

1. As a separate Appendix No. 4 to the ToR, the Contracting Authority has included a Specimen Agreement that defines the terms and conditions of performance of the public contract in

question.

2. The Contracting Authority provides for the possibility to amend the agreement concluded in relation to the contents of the selected tender within the scope regulated in Article 454-455 of the Public Procurement Law and indicated in the specimen agreement.

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

Settlements related to the performance of the public contract to which this ToR refers shall be made in PLN. The Contracting Authority also provides for the possibility of settlements with the Contractor in foreign currencies other than PLN, i.e. EUR. All settlements related to the public contract covered by these Terms of Reference shall be made in PLN or EUR, according to the currency chosen by the Contractor in the Tender Form.

For evaluation purposes, tenders will be converted by the Contracting Authority into PLN according to the official average exchange rate published by the National Bank of Poland as of the date of publishing the contract notice in the Public Procurement Bulletin, with average exchange rates available at the following internet address:  
<http://www.nbp.pl/home.aspx?f=/Kursy/kursy.html>

## **XXII. LEGAL REMEDIES**

1. The rights to legal remedies provided for in Section IX of the Public Procurement Law shall be vested in the Contractor, the participant in the competition and any other entity if he/she has or had an interest in obtaining the contract or award in the competition and suffered or may suffer damage as a result of violation of the provisions of this Law by the Contracting Authority.
2. Legal remedies against the announcement initiating the contract awarding procedure or the announcement of the competition and the contract documents are also available to organisations on the list referred to in art. 469 item 15 of the Public Procurement Law and the Ombudsman for Small and Medium-sized Enterprises.
3. The legal remedies referred to in paragraph (1) are:
  - an appeal to the President of the National Appeal Chamber (Article 513 et seq. of the Public Procurement Law)
  - an appeal to the Regional Court in Warsaw (Article 579 et seq. of the Public Procurement Law)
4. An appeal may be lodged against:
  - 4.1. an action incompatible with the provisions of the Law taken by the Contracting Authority in the contract awarding procedure, the procedure for the conclusion of a framework agreement, the dynamic purchasing system, the system for qualifying Contractors or a contest, including the draft contractual provisions;
  - 4.2. failure to act in a procedure for the award of a contract, for conclusion of a framework agreement, a dynamic purchasing system, a system for qualifying Contractors, or a competition, to which the Contracting Authority was obliged under the Law;
  - 4.3. failure to conduct a contract awarding procedure or organise a competition pursuant to the Law, despite the fact that the Contracting Authority was obliged to do so.
5. The appeal shall be lodged with the President of the Chamber within the time limits specified in Article 515 of the PPL.
6. An appeal to court may be lodged against a ruling of the Chamber and a decision of the President of the Chamber referred to in Article 519(1) by the parties and participants in the appeal proceedings within 14 days of the day of delivery of the Chamber's ruling or the decision of the President of the Chamber referred to in Article 519(1), at the same time sending a copy to the opponent of the complaint.  
The complaint shall be lodged via the President of the Chamber.