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BOS/09/NZ/20

**TEST BENCH DEDICATED FOR THE NEW GENERATION OF AUTOMOTIVE ENGINES
AND HYBRID POWERTRAINS PROVIDED FOR YEARS 2020-2030,**

POWERED BY ALTERNATIVE AND SYNTHETIC FUELS

CPV 38540000-2

Machinery and test equipment

TERMS OF REFERENCE (ToR - Polish SIWZ)

for the public procurement procedure carried out by

**OPEN TENDERING PROCEDURE FOR AMOUNTS BELOW THE QUOTE DEFINED IN THE REGULATION ISSUED ON THE
BASIS OF ARTICLE 11.8 OF THE ACT PUBLIC PROCUREMENT LAW - ACT OF 29 JANUARY 2004**

**DZIENNIK USTAW (Journal of Laws) OF 2004 WITH LATER AMENDMENTS,
REFERRED TO IN THE SPECIFICATION OF ESSENTIAL TERMS
OF THE CONTRACT AS 'THE PUBLIC PROCURMENT ACT'**

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Contain: 32 pages and 8 attachments

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§1. TENDERING PROCEDURE

1. The procedure is conducted by means of an open tender on the basis of art. 10 (1) together with art. 39 – 46 of the Act of January 29th 2004 Public Procurement Law (consolidated text.: Journal of Laws. year 2018 r. item 1986 with fur. Changes) – called then PPL, and executive acts. In case of any doubts as to whether the disputes in the course of the procedure or the execution and acceptance of the subject matter of the contract, rights under the guarantee or warranty shall be governed by the regulations and requirements applicable in Poland.
2. The procedure shall be conducted in accordance with the rules laid down for contracts with a value equal or higher than the amount specified in the provisions issued pursuant to Article 11 (8) of the PPL. In case of doubts as to whether there are no appropriate solutions contained in the contents of the ToR or annexes, the contractor should assume that the provisions of the Act on the PPL and executive acts are binding in this proceeding or in the performance of the contract.
3. The procedure is conducted in accordance with the rules for the so-called „reverse procedure” referred to in art. 24 (1 and 2) referred to at art. 24aa (1) and (2) PPL pursuant to the aforementioned provisions, the Contracting authority shall first evaluate tenders and then examine whether the Contractor whose tender has been assessed as the most advantageous is not subject to exclusion and meets the conditions for participation in the procedure.

§2. SUBJECT MATTER OF THE ORDER

1. The subject matter of the order is new, dynamic braking station with equipment dedicated for research and development, also for approval measures for testing and simulating Middle Duty i Heavy Duty internal combustion engines fuelled by gasoline, diesel, LPG gas, CNG, synthetic fuels and biofuels with a maximum power rating 560Kw. In addition, station has to enable hybrid power train tests with electric motor power 250Kw. Tested engines will be operated in states as follows: steady, transient and dynamic.
2. The subject matter of the order is a complete set of parts which includes:
 - 2.1 Equipment for dynamic braking station MD/HD:
 - 2.1.1. dynamic engine brake (asynchronous electric machine) together with torque and speed measurement function, and function of controlling those parameters;
 - 2.1.2. driving shafts, which are connection between brake and tested engines; together with the covers;
 - 2.1.3. conditioning device, providing fuels with the set parameters;
 - 2.1.4. fuel flow measurement device;
 - 2.1.5. universal measuring modules (voltage, intensity, temperature, pressure) together with output modules;
 - 2.1.6. air flow measurement device;
 - 2.1.7. crankcase blow-by measurement device;
 - 2.1.8. automatic testing and data acquiring system, with complete software;
 - 2.1.9. possibility to switch off engine, without switching of ignition;
 - 2.1.10. controlling software in compliance with drive-by-wire;
 - 2.1.11. engine braking station tooling which consist: electricity supply, control cabinets, engine dynamometer, bench controllers, interface for existing and planned additional measuring equipment, mechanical and other components.

2.2 Equipment for hybrid braking station:

- 2.2.1 electric battery simulation device, together with battery models (open source) and operating panel;
- 2.2.2 power measurement device;
- 2.2.3 hybrid engine speed and rotor position measurement device;
- 2.2.4 automatic testing and data acquiring system, with complete software;
- 2.2.5 controlling software in compliance with drive-by-wire;
- 2.2.6 station tooling which consist: electricity supply, control cabinets, engine dynamometer bench controllers, interface for existing and planned additional measuring equipment, mechanical and other components.

3 Description and technical parameters

3.1 Engine braking station equipment description.

3.1.1 Basic parameters of load system for dynamic engine brake MD/HD:

- a. nominal torque at 3000Nm;
- b. nominal power in generator mode at 560Kw (continuous mode);
- c. dynamic engine brake has to cooperate with internal combustion engines with inertia rotary moment from $0,4[\text{kg}\times\text{m}^2]$. The Contractor declares the minimum value of the inertia torque, with which the offered brake can operate (technical evaluation criteria);
- d. brake performance for drive mode, should be at least at 90% of this device working at generator mode;
- e. maximum torque at 4500 rot/min;
- f. absolute encoder with 2,048 pulses/revolution for angular position control (Hybrid Testing)
- g. dynamometer protection class IP 23 or better.
- h. if required an intermediate frame for the load system should be included, to reach an axle height of 750mm from the base plate (base plate is part of BOSMAL delivery)
- i. the accuracy of the measuring system should be given as shown below and meet the following requirements:
 - torque: $< \pm 0,05\%$ of full scale;
 - speed: ± 1 rpm,
- j. the time response of the torque and speed measurement paths should be less than 3 ms;
- k. the dynamic motor brake overload capacity should be at least 20% (minimum 60 s);
- l. bearing temperatures and motor windings should be monitored;
- m. zero torque simulation should be provided for tests on hybrid solutions;
- n. the device should be capable of operating at an ambient temperature of 5 to 40°C;
- o. the device is to be capable of operating at an ambient humidity of at least 95% (non-condensing);
- p. power cables between power cabinet and dyno length 20 m
- q. set of signal cables between automation system, converter and dyno length 25m
- r. power supply for converter 3 x 400V $\pm 10\%$ and 50Hz $\pm 5\%$
- s. converter safety level acc. EN ISO 13849-1, Performance level d.

- t. the dyno should be operated with safely limited speed when entering the test cell.
- u. the torque measuring system is to be calibrated using a lever and a set of weights.

3.1.2 The requirements for drive shafts constituting the connection between the brake and the tested engine are as follows:

- a. shaft no.1 shall fit the largest engines that can be tested on that cab;
- b. shaft no.2 shall match the smallest engines that can be tested in the cab.

3.1.3 The fuel conditioning device shall prepare the specified fuel. The technical requirements for this device are as follows:

- a. the device shall be capable of maintaining a fuel temperature between 10 and 80 °C (at a flow of 0 and 125 kg/h);
- b. fuel circulation capacity at least 450 l/h
- c. temperature stability to be at least $\pm 0,02C$;
- d. the device shall be capable of maintaining a fuel pressure of at least 0,5 to 7 bar (absolute scale) to within ± 10 mbar;
- e. engine return pressure in the range of 0,1 to 0,5bar (relative pressure) should be supported.
- f. the device should be capable of conditioning biofuels and synthetic fuels (alcohols, bio-components).

3.1.4 The fuel gauge should meet the following requirements:

- a. measuring range of at least 0 to 125 kg/h;
- b. systematic uncertainty of the device $\leq 0.12\%$;
- c. types of acceptable fuels are: petrol (additive up to 100% alcohol), diesel (additive up to 100% bio-components);
- d. measurement frequency at least 20 Hz;
- e. measurement track response time (T10-T90) of 125 ms or less.

3.1.5 Universal measuring modules meet the following requirements:

- a. pressure measuring modules placed in a boom-box, meeting the industrial requirements -see Table 1.

Table.1 Pressure measuring module- channel spec.

L.p.	Chanel measuring range	Qty (pcs)
1	± 300 mbar	3
2	$-1 \div 1$ bar	8
3	$-1 \div 5$ bar	8
4	$0 \div 10$ bar	11
5	$0 \div 40$ bar	1
6	$0,8 \div 1,2$ bar (absolute scale- barometric sensor)	1

- b. Boom-box temperature measurement modules that meet industry specifications - see Table 2.

Table 2. Temperature measuring module- channel spec.

L.p.	Channel measuring range	Qty (pcs.)
1	PT100	16
2	TC (type K)	16

- c. Multi-purpose boom-box measurement modules that meet industrial specifications - see Table 3.

Table 3. Universal measuring module - specification of channels

L.p.	Channel measuring range	Qty (pcs.)
1	intensity 0/4 ÷ 20mA	8
2	voltage 0 ÷ 10VDC	8

- d. Universal boom-box and cabinet-mounted output modules suitable for industrial use, see Table

4. Table 4. Universal output module - channel specification

L.p.	Output type	Qty(pcs)
1	digital potential-free or 24VDC	24
2	analogue +/-20mA, 0-10VDC	16
3	frequency	4

- e. Universal input modules located in the boom-box and in the control cabinet, corresponding to industrial requirements - see Table 5.

Table 5. Universal input module - specification of channels

L.p.	Input type	Qty(pcs)
1	Digital input up to 24V DC	24

- f. The sampling rate for the sensors listed in Table 1 and Table 3 shall be at least 200 Hz.

3.1.6 The air flow measurement device shall meet the requirements:

- a. a measuring range between 100 and 2500 kg/h;
- b. a time response of less than 20 ms;
- c. accuracy +/- 1% of the measuring range;
- d. temperature of the measured air in the range from -20 to 80 °C;
- e. maximum length of the measuring head including intake tube less than 1 m.

3.1.7 The crankcase blower measurement device shall meet the following requirements:

- a. measuring range between 10 and 300 l/min;
- b. an accuracy of +/- 1% of the measuring range;
- c. type of outputs: +/- 10 V, 4-20 mA, RS232, CAN bus;
- d. 24VDC supply;
- e. temperature range from 0 to 50 °C;
- f. humidity range from 10 to 80% rH.

3.1.8 The test and data acquisition automation system including software shall meet the following requirements:

- a. the automation system being a part of the dynamometer station shall enable measurements of all parameters of the tested engine, data acquisition, control and execution of typical engine tests. The system should be prepared for automated conversion of the necessary data and engine parameters;
- b. The following components should be included, as a minimum, in the automation, control and simulation package:
 - operating control cabinet
 - automation Hardware
 - automation Software
 - I/O Configuration
 - post processing software

- c. the recorded parameters should be recorded continuously in an acquisition system with a minimum frequency of 100 Hz;
 - d. the automation system should be equipped with a minimum of sixteen PID controllers to control the motor power supply media (e.g. water supply, charge air and oil parameters);
 - e. the software should be installed on a PC integrated in a 19" industrial standard housing. The PC should be equipped with two hard disks for parallel recording for continuous and secure data archiving and a DVD-RW optical drive. The PC should be equipped with an Ethernet network card and at least Windows 10;
 - f. the system should be equipped with a minimum of two LCD monitors with a diagonal measurement of at least 21" and a UPS backup power supply for the PC. The UPS system should be supplied in a 19" enclosure integrated into the control cabinet;
 - g. the software package for graphical evaluation and processing of data, presentation of results, generation of documentation, graphs, tables and protocols, and export and archiving of data should be installed and implemented in the automation system;
 - h. each of the minimum 5 recorders should be equipped with at least 2500 channels;
 - i. limit Monitoring of 1000 channels minimum
 - j. formula calculation 1 kHz at least 1000 channels
 - k. the system should provide measurement in fixed states of at least 1000 channels;
 - l. the system should be equipped with at least three search tables (look-up table);
 - m. it has to be possible to import and export data to/from xlsx files (ISO/IEC 29500);
 - n. the system has to be capable of communicating with the engine control controller (ECU) through an ASAP3 interface, through at least 600 channels;
 - o. a minimum of one definable software controller (x-controller) shall be provided.
 - p. min. 6 CAN lines with up to 1000Hz communication per line.
 - q. CAN Driver to operate the CAN Interface (A2L, VECTOR DB, CRC8 Check)
- 3.1.9 Operating system for the dynamic engine brake:
- a. should support - take account of all preconditions relating to the preparation of engines for approval tests;
 - b. it should guarantee the automatic execution of the following tests:
 - ECE ESC to 2005/55/WE- 2005/78/WE.ECE ETC to 2005/55/WE - 2005/78/WE and ISO 16183 Amendments 2002-12-15
 - ECE ELR according to 2005/55/WE- 2005/78/WE
 - ECE WHTC under Regulation ECE No 49 / Amendment 6
 - ECE WHSC under Regulation ECE No 49 / Amendment 6
 - EPA 86-N/1065 HDDT according to 40 CFR Pt. 86 Subpt. N and 40 CFR Pt. 1065
 - EPA 86-N/1065 13-MODE RMC according to 40 CFR Pt. 86 and 40 CFR Pt. 1065
 - ECE NRTC according to 2004/26/WE
 - FCMC according to Directive 2017/2400/WE – 2019/318/WE
 - tests according to standards 40 CFR 1039 and 40 CFR 1065
 - c. should be capable of performing data analyses after the test phases, including the calculation and evaluation process for alternative fuels.

- 3.1.10 The automation system shall control and coordinate a wide range of measuring equipment. The system will implement communication via interfaces equipped with controllers to communicate with the following existing equipment or software:
- HORIBA MEXA ONE and AVL AMA i60 (TCP/IP which implements AK protocol);
 - CAMEO™ 2019 software;
 - AVL FLOWSONIX air consumption measurement device;
 - fuel gauges AVL 733 and AVL 735 (RS 232 or TCP/IP which implement AK Protocol) ;
 - fuel conditioning device AVL 753 (RS 232 or TCP/IP which implements the AK Protocol) ;
 - AVL 406 oil consumption meter (analog and RS 232 which implements the AK protocol) ;
 - opacimeter AVL 415S (RS 232 and TCP/IP, which implements the AK Protocol) ;
 - opacimeter AVL 439 (analog and RS 232) ;
 - Micro Motion Coriolis Elite CMFS flow meter for LPG/CNG (analog) ;
 - blowmeter AVL 442 (analog and RS 232) ;
 - excess air ratio meters - AFR. ETAS Lambda-Meter (analog interface); ETAS ES630.1 (analog interface) ;
 - AVL Smart Sampler™ for gravimetric particle measurements (RS 232 or TCP/IP, which implements AK protocol) ;
 - AVL ParticleCounter™ for particle counting (RS 232 or TCP/IP which implements the AK protocol) ;
 - combustion pressure analysis systems: INDIMODUL (TCP/IP which implements the AK protocol) ;
 - ECU data acquisition system (minimum 600 channels) according to ASAP3 protocol.

3.1.11 The possibility of independent writing of controllers in the automation system should be guaranteed.

3.1.12 Software simulating vehicle behaviour, driver and road specificity with the dynamic engine brake should be capable of simulating power units, vehicles and hybrid components and driver and road in ranges:

- simulation of engine starting;
- simulation of the load due to road specificity;
- simulation of vehicle characteristics (mass and moments of inertia, damping agents, stiffness, efficiency, manual and automatic transmissions, etc.);
- simulation of vehicle speed controlled by the brake pedal and acceleration (simulation of driver behaviour);
- testing during simulated NEDC, WLTC, FTP-75 and other driving cycles;
- support for comprehensive simulation of hybrid solutions. It should be possible to simulate the effect of electric engines on the operation of internal combustion engines;
- testing of hybrid solutions by means of complex simulations of hybrid power train, electric engines, transmission and vehicle masses;
- hardware support for closed loop steering (HIL).

3.2 Description of equipment for the bench of a hybrid dynamometer.

3.2.1. The system shall provide hardware support for testing of hybrid drives and simulating battery system. The equipment shall include a DC power supply which shall demonstrate the following parameters:

- the accuracy of the measuring system:
 - current intensity of at least 0,1 % of the total measuring scale- technical evaluation criteria
 - voltage of at least 0.1% of the entire measuring scale- technical evaluation criteria
- voltage tolerance (in static mode) of at least $\pm 0,5\%$ of the total measuring scale;
- a nominal load rating of 250 kW;
- output DC voltage in the range 8 to 800 VDC;
- output current of 600 A (maximum load rating of the output);

- f. operating temperatures in the range 0 to 40°C should be tolerated;
 - g. the device should comply with the following regulations:
 - PN-EN 61000-2-4:2003 Electromagnetic compatibility (EMC). Compatibility levels concerning conducted low frequency disturbances in industrial plant networks;
 - PN-EN 61000-6-2:2008 Electromagnetic compatibility (EMC). Emission standard for industrial environments;
 - PN-EN 61800-3:2008 Cat C2 or C3 (A1) Variable speed electrical power drive systems;
 - the device should comply to the machinery directive 2006/42/WE and should be integrated in a hybrid test cell, hence the operation at a safety limited speed should be available;
 - h. the power supply unit shall be fitted with an output filter to smooth the output signal;
 - i. the possibility of emulating at least Li-Ion batteries should be provided;
 - j. the system for emulating the battery pack shall take into account the effect of parameters such as state of charge and temperature on the operation of the simulated cell;
 - k. the system for emulating the behaviour of the battery pack should be able to work with MATLAB SIMULINK® software;
 - l. simulations of the state of charge of the battery should be performed in real time with a calculation frequency of at least 1 kHz.
- 3.2.2 The emergency discharge device of the battery pack should display the following parameters:
- a. output power of at least 250 kW;
 - b. maximum voltage up to 800 V DC;
 - c. maximum voltage up to 400 A;
 - d. an operating temperature in the range 0 to 40 °C should be tolerated.
- 3.2.3 The general requirements for the power supply system are as follows:
- a. the entire system should comply with the safety requirements: ISO 13849-1, PN-EN 60204-1:2010;
 - b. the whole system should be equipped with a mechanical safety switch;
 - c. a safe connection between the dynamometer stand and the power supply equipment should be guaranteed;
- 3.2.4 The device for measuring the current supply to the electric engine should meet the following requirements:
- a. the accuracy of the measurement of the basic current and voltage shall be at least $\pm 0,1$ % of reading + 0,05 % of range;
 - b. power measurement accuracy of at least $\pm 0.05\%$ of reading $\pm 0.1\%$ of span;
 - c. current range at least 10 mA to 5 A;
 - d. number of measurement channels is minimum 3;
 - e. IEEE-488 and Ethernet TCP/IP interface support should be provided;
 - f. the device should be capable of harmonic analysis;
 - g. the modular current converter should be capable of measuring the return current from an electric engine;
 - h. an AC transducer up to a value of 1000 A (maximum power of the electric engine to be powered will be 250 kW);
 - i. three DC transducers up to 1000 A (maximum power of the electric motor to be powered will be 250 kW);

- 3.3 The offered devices and equipment should meet the requirements defined in the following documents:
- UNECE Regulations No 49, No 85 nr 96, nr 120, nr 24;
 - directives with their amendments: 2018/987/UE, 2013/53/UE, 595/2009/UE, 582/2011/UE, 2019/1939/UE, 2018/989/UE, 2017/2400/UE, 2019/318/UE;
 - Standardy i normy: US EPA CFR 1039, US EPA CFR 1042, US EPA CFR 1065.
- 3.4 The dynamometer should be designed and prepared to ensure compatibility with existing equipment as specified in section 3.1.10 of that specification.
- 3.5 The ability to comply with UNECE requirements and US EPA standards existing at the BOSMAL Institute for the automation systems of other dynamometers should not be restricted in any way by the installation of components that contribute to the contract.
- 3.6 The equipment to be procured should facilitate research, development and certification of engines - LD, MD, HD, electric and hybrids - used in road vehicles, off-road and marine applications on a dynamic hybrid.
- 3.7 The system shall be designed, manufactured and installed to ensure continuous operation (24/7) and shall have an expected life expectancy of at least 10 years.

Any provisions contained in the Terms of Reference indicating the type, trademarks or origin of the subject matter of the contract shall be read together with the words "or equivalent". Proper names are only exemplary and do not indicate a specific product or a specific manufacturer. A Contractor, offering an object equivalent to the one described in the specification, is obliged to maintain equivalence in terms of reference functional and overall dimensions and quality, specified by the Contracting Authority in ToR, as equivalence parameters. The obligation to prove that the offered products are equivalent lies with the Contractor.

4. Additional requirements:

- 4.1 Installation and acceptance of the subject matter of the order.
- 4.1.1 Within **four weeks** after signing the contract, an organisational meeting will be held at the headquarters of the BOSMAL Institute to define the work schedule.
 - 4.1.2 Within **four weeks** after signing the contract, the Contractor should submit to the BOSMAL Institute the design and deployment plan of the system elements for approval. The Contractor shall also specify any installation requirements necessary for the operation of the equipment.
 - 4.1.3 The Contractor shall, at least **one month** before the delivery of the equipment, send a list of the equipment that is needed to carry out appropriate tests, calibrations for the purpose of receiving the equipment. The information about the required equipment will guarantee the readiness of the BOSMAL Institute to receive the equipment.
 - 4.1.4 **One week** before shipment, the Contractor will inform the Institute about his readiness for delivery.
 - 4.1.5 The following tests shall be carried out in the scope of acceptance of the order subject:
 - communication and functionality test with each of the devices mentioned in clause 3.1.10;
 - WHTC test (pursuant to UNECE Regulation No. 49, version 6);
 - one of the United States Dynamic Tests (according to 40 CFR 1039 or 40CFR 1065);
 - one of the tests listed below:
 - ECE ESC according to Directives 2005/55/WE - 2005/78/WE
 - ECE ETC according to Directives 2005/55/WE - 2005/78/WE and ISO 161
 - ECE ELR in accordance with Directives 2005/55/WE - 2005/78/WE
 - ECE WHSC according to UNECE Regulation No 49, version 6
 - EPA 86-N/1065 HDDT according to 40 CFR 86 N and 40 CFR 1065
 - EPA 86-N/1065 13-MODE RMC according to 40 CFR 86 N and 40 CFR 1065
 - ECE NRTC according to 2004/26/EC
 - FCMC according to Directives 2017/2400/WE – 2019/318/WE

4.1.6 The parameters of the media available in the BOSMAL Institute are as follows:

- a. Power supply: 400 V \pm 5%, 230 V \pm 5%;
- b. compressed air: 8 bar.

Table 3. Range of responsibility

No	Task	BOSMAL	Contractor
1	System connection design of devices	X (approval)	X
2	Delivery		X (DDP)
3	Unloading	X	
4	Storage	X	
5	Unpacking	X (support)	X
6	Location of the elements of set	X	X (technical assistance + control)
7	Assembly and integration of all components	x	X
8	Media (water, power, compressed air)	X	
9	Start up		X
10	Testing	X	X
11	Final acceptance	X	X
12	Training		X

4.2 Contractor shall be obliged to carry out basic training within the time limit of the order subject. The training and the costs of the execution of this part of the subject of the contract shall be included in the offer price.

- a. **Place of training:** the seat of the Contractor, his training centre, or the seat of the Contracting Authority.
- b. **Time of training - at least 3 days of training covering the following scope:**
 - discussion of the duties and requirements imposed on the Contracting authority,
 - discussion of duties and requirements imposed on the Contractor in connection with the performance of the subject of the contract,
 - detailed discussion of the handling of the subject matter of the contract and the systems supplied,
 - discussion of the rules of conduct in case of failure, with an indication of the way of conduct of persons trained in such cases,
 - discussion of the principles of guarantee rights in relation to the subject of the contract offered,
 - indication of the procedure diagram and rules for using the technical instructions,
 - discussion of changes introduced in the control system of the test bench.

After the completion of the training, the Contractor is obliged to issue certificates of completion of the training and to provide at least 2 training materials in written or electronic form. Training materials may in part be in a language other than Polish, but the basic information on service and safety rules should be in Polish.

5. The Contracting Authority allows for the possibility to use the so-called local vision.

Contractors interested in checking the place of contract execution, verifying the requirements and technical parameters necessary to offer the subject of the contract corresponding to the requirements in the offer shall have the opportunity to make a local inspection in order to see the room where the contract is to be executed. For this purpose, the Contracting Authority shall provide the interested parties with an opportunity to perform a site visit between **27th April and 8th May 2020 from 8:00 a.m. to 1:00p.m.** Participation in this activity does not entitle the Contractor to ask questions related to the subject matter of the contract and the conducted proceedings, as the conducted proceedings do not allow the person on the part of the Contracting Authority, who will provide access to the site of the local inspection, to give any answers. If such a situation occurs, the Contractor should report it to the Contracting Authority and assume that the information provided by this person shall not bind the Contracting Authority in this proceeding. After the completion of the on-site visit, the Contractor may ask questions and request explanations according to the rules described in these ToRs (means of electronic communication).

The person to contact the Contractors is Beata Kalińska - Purchasing and Warehouse Department,
e-mail: zakupy@bosmal.com.pl.

6. The deadline for the execution of the subject of the order.

Delivery, commissioning, acceptance and training of employees is to be completed by **30th June 2021- the required deadline**. The Contractor may shorten the order completion date. In such a case, other conditions and requirements resulting from the contract shall not change. In this case, it is not required to make any changes in the contract.

§3. CONDITIONS FOR PARTICIPATION AND GROUNDS FOR EXCLUSION IN PROCEEDINGS**1. The contract award may be sought by Contractor who:**

- 1.1 are not excluded from the contract award procedure pursuant to art. 24 (1) point 12-23 of the Act and art. 24 (5) point 1, 5-6 and 8 of the Act;
- 1.2 meet the condition of participation in the procedure specified in art. 22 (1b) item 3 of the Act, in terms of technical or professional capacity.

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

3. The evaluation of meeting the conditions for participation in the procedure and lack of grounds for exclusion from the procedure shall be made according to the "satisfies"/"fails to satisfy" formula, based on information included in documents and statements referred to in §4.

4. In the case of Contractor applying jointly for the contract award:

- 4.1 the conditions of participation in the procedure defined in §3 item 1.2 shall be fulfilled jointly by all Contractor or at least one of them,
- 4.2 None of the Contractor applying jointly for the award of the contract can be excluded from the procedure according to the requirements specified in §3 item 1.1.

5. In the case when the Contractor does not meet the conditions for participation in the procedure specified in item 1.2, he may, pursuant to art. 22a (1) and (2), use resources of another entity. In such a case, the Contracting Authority shall allow the Contractor and the entity providing the resources to prove that the conditions for participation in the proceedings have been met jointly. At the same time, the entity making the resources available in order for the Contractor to meet the conditions for participation cannot be excluded from the proceedings according to the rules specified in item 1.1, except for the case described in art. 24 (1) point 23 of the PPL Act.

6. In order to assess the fulfillment of conditions for participation in the proceedings and lack of grounds for exclusion from the proceedings, the Contracting Authority shall require submission of documents and statements during the proceedings.

1st STAGE Submission of statements and documents concerning the fulfilment of the conditions for participation in the procedure and the absence of grounds for exclusion from the tender. **All Contractors submitting a tender, entities making available resources, Contractors submitting a tender jointly.**

2nd STAGE Submission of the statement resulting from art. 24 (11) of the PPL Act with respect to the so-called capital group in relation to other Contractors who submitted a tender in the procedure. **All Contractors submitting a tender, Contractors submitting a tender jointly.**

3rd STAGE After the tender examination and evaluation procedure, the Contracting Authority shall address contractors who submitted the most advantageous tender with a request to submit documents and declarations confirming that the conditions for participation in the procedure have been met and there are no grounds for exclusion from the procedure. **This stage shall apply only to the Contractor whose tender shall be evaluated the most - the tender shall be considered the most advantageous.**

§4. DOCUMENTS AND STATEMENTS CONCERNING THE CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS AND EVENTUAL GROUNDS FOR EXCLUSION

1ST STAGE

Submission of documents and declarations concerning fulfilment of the conditions for participation in the procedure and lack of grounds for exclusion from the tender **shall be binding on all contractors submitting a tender, entities making available resources, contractors submitting a tender jointly.**

1. Declarations and documents to be submitted in electronic form and signed with a qualified electronic signature, on pain of invalidity.
 - a. declaration valid at the date of submission, of the absence of grounds for exclusion from the contract award procedure pursuant to Article 24(1) 12-22 and art. 24 (5) points 1, 5-6 and 8 of the Act, in the form of the European Single Procurement Document (ESPD);
 - b. statement valid at the date of submission of tenders on compliance of the Contractors with the condition referred to in §3 item 1.2 pursuant to art. 22(1b) point 3 of the Act, in the form of the European Single Procurement Document (ESPD);
 - c. When submitting a tender the Contractor uses resources of another entity to demonstrate the fulfilment of conditions for participation in the procedure, the Contractor is obliged to attach to the tender the obligation of the entities which make the resources available. This undertaking shall be signed with a qualified electronic signature by the entity making the resources available. The document which will result in the obligation of the third party should express unambiguously the willingness to make available to the Contractor to the applicant for the contract an appropriate resource, i.e. indicate what kind of resource it concerns, specify its type, scope, time of making it available and other circumstances resulting from the specific nature of a given resource. The content of the document presented should be unambiguous: (1) the scope of the resources made available to the Contractor; (2) the manner of using the resources by the Contractor in the performance of the public procurement; (3) the scope and period of participation in the performance of the public procurement. A non-binding specimen of the obligation to make the necessary resources available to the Contractor for the purpose of the contract performance is attached as **Appendix 4 to the ToR.**
 - d. When submitting a tender, an Contractor uses resources of another entity in order to prove fulfilment of conditions for participation in the procedure, the Contractor is obliged to attach to the tender a declaration of the entity making the resources available pursuant to art. 22a (1) and (2) in the form of European Single Procurement Document (ESPD) that he is not excluded from the contract award procedure pursuant to art. 24 (1) point 12-22 and art. 24 (5) points 1, 5-6 and 8 of the Act.

2. European Single Procurement Document (ESPD) shall, on pain of invalidity, be drawn up in electronic form and bear a qualified electronic signature. An Contractor who invokes the resources of other entities in order to prove the absence of grounds for exclusion shall also submit the uniform documents concerning those entities on the of European Single Procurement Document (ESPD) form, which should take the form of an electronic document signed by each of them with a qualified electronic signature to the extent that each Contractor proves the absence of grounds for exclusion. A similar requirement shall apply to the of European Single Procurement Document (ESPD) when Contractors are competing jointly for the contract.
3. European Single Procurement Document (ESPD) whereas there are no grounds for exclusion from the procedure pursuant to Article 24 (1) points 12 -22 and 24 (5) points 1, 5-6 and 8 of the Act the following information shall be provided:
- for lack of grounds for exclusion indicated in art. 24(1) points 13 - 14 of the PPL information required in **Part III letter A** ESPD and in **Part III letter C** line 1 ESPD (for offences referred to in art. 181-188 and 218-221 of the Penal Code and offences referred to in art. 9 or 10 of the Act of 15 June 2012 on the effects of entrusting the performance of work to foreigners residing in the territory of the Republic of Poland) and in **Part III, point D** ESPD (with regard to the offences referred to in Articles 270 - 277, Articles 278 - 298 and Articles 300 - 307 of the Penal Code);
 - for lack of grounds for exclusion indicated in Article 24(1)(15) of the PPL - information required in **Part III (B)** ESPD;
 - for lack of grounds for exclusion referred to in Article 24(1)(16) of the PPL - information required in **Part III, point C, line 8** ESPD;
 - for lack of grounds for exclusion listed in Article 24(1)(17) of the PPL, the information required in **Part III, point . C, line 8** ESPD;
 - for lack of grounds for exclusion indicated in Article 24(1)(18) of the PPL - information required in **Part III(C), line 8** ESPD;
 - for lack of grounds for exclusion indicated in Article 24(1)(19) of the PPL - information required in **Part III(C), line 6** ESPD;
 - for lack of grounds for exclusion indicated in Article 24(1)(20) of the PPL - information required in **Part III(C), line 4** ESPD;
 - for lack of grounds for exclusion indicated in Article 24(1)(21) of PPL, the information required in **Part III(D)** ESPD;
 - for lack of grounds for exclusion listed in Article 24(1)(22) of the PPL, the information required in **Part III(D)** ESPD;
 - for lack of grounds for exclusion listed in Article 24(5)(1) of the PPL, the information required in point **C of Part III, line 2** ESPD;
 - for lack of grounds for exclusion indicated in Article 24(5)(5) of the PPL - information required in **Part III(C), line 1** ESPD;
 - for lack of grounds for exclusion indicated in Article 24(5)(6) of the PPL, information required in **Part III(C), line 1** ESPD;
 - for lack of grounds for exclusion listed in Article 24(5)(8) of the PPL, the information required in **Part III(B)** ESPD.

The above mentioned excerpts of ESPD shall be filled in by each Contractor submitting a tender individually or jointly with other Contractor and in case when the Contractor uses resources of another entity on the basis of art. 22a (1) and (2) of the PPL Act - also this entity.

4. In Part IV: Eligibility criteria, the Contracting Authority requires only **section α** to be completed: **A GENERAL STATEMENT OF ALL ELIGIBILITY CRITERIA**

NOTE: When filling in Section α ESPD Contractors does not have to fill in any of the other sections of Part IV ESPD.

5. The above mentioned sections of ESPD shall be filled in by each Contractor submitting a tender on his own, as well as in case of submitting a tender together with other Contractors. When resources of another entity are made available pursuant to Article 22a (1) and (2), this part shall be completed by the entity making the resources available in the part in which it made them available. The scope of making the resources available shall be in accordance with the ESPD and the entity's statement/commitment to make the resources available based on the example in Annex 4 to the ToR.
6. The Contracting Authority informs that pursuant to §2 (7) of the regulation of the Minister of Development of 26 July 2016 on types of documents that the Contracting Authority may demand from the Contractor in the contract award procedure (Journal of Laws of 2016, item 1126, as amended), if the content of information provided by the Contractor in the European Single Procurement Document (ESPD) corresponds to the scope of information required by the Contracting Authority by requesting documents resulting from art. 26 (1) (§4, stage III item 12), the Contracting Authority shall refrain from requesting such documents from the Bidder. In such a case, the evidence confirming that the Contractor meets the conditions for participation in the procedure and that there are no grounds for exclusion shall be the relevant information provided by the Contractor or, as the case may be, by entities whose capacity or situation the Contractor relies on in accordance with art. 22a of the Act, in the European Single Procurement Document (ESPD)
7. The ESPD form is specified in the Commission Implementing Regulation (EU) 2016/7 of 5 January 2016 laying down a standard single European contract document (Official Journal of the European Union, series L 2016 No. 3, p. 16).
 - 7.1 The Contracting Authority informs about the possibility of using an editable version of this document available at <https://www.uzp.gov.pl/baza-wiedzy/jednolity-europejski-dokument-zamowienia>.
 - 7.2 Instructions for filling in the form ESPD order document are available on the website of the Public Procurement Office at the address: <https://www.uzp.gov.pl/baza-wiedzy/jednolity-europejski-dokument-zamowienia>.
 - 7.3 In the case of joint bidding for the contract by Contractor, European Single Procurement Document (ESPD) has to be filled by everyone of the Contractors jointly bidding for the contract. This statement shall confirm that there are no grounds for exclusion in respect of each Contractor submitting a joint tender.
 - 7.4 An Contractor who invokes the resources of other entities in order to demonstrate the fulfilment of the conditions for participation shall also submit ESPD in respect of those entities in order to demonstrate the absence of grounds for exclusion in relation to them and the fulfilment of the conditions for participation, to the extent to which their resources are invoked. The rules described above shall apply to ESPD concerning these entities.
 - 7.5 The ESPD shall be submitted with the tender before the deadline for submission of tenders by electronic means only, in accordance with the rules described in the ToR.
 - 7.6 The Contracting Authority informs that there is a possibility of using software facilitating preparation by the bidder/entity providing the resources of the ESPD.
On the websites:
<https://espd.uzp.gov.pl/filter?lang=pl>

<https://www.uzp.gov.pl/baza-wiedzy/prawo-zamowien-publicznych-regulacje/prawo-krajowe/jednolity-europejski-dokument-zamowienia/elektroniczne-narzedzie-do-wypelniania-jedzesp>
Contractors will find hints related to the rules of preparation of ESPD according to this method.
 - 7.7 In the content of the ToR, the Contractor has presented various ways of preparing the ESPD. It is up to the Contractor to decide which method he will use. In case of questions concerning preparation of this document in electronic form, the rules indicated in this ToR apply.

7.8 The Contractor shall fill in the ESPD by creating an electronic document. He may use the ESPD <http://espd.uzp.gov.pl> tool or other available tools or software, which allows him to fill in the ESPD and create an electronic document in one of the above mentioned formats. After filling in and generating the electronic ESPD by the Contractor, the Contractor shall sign the said document with a qualified electronic signature, issued by a qualified trust service provider being an entity providing certification services - the electronic signature should meet security requirements defined in the Act of 5 September 2016 on trust services and electronic identification (Journal of Laws of 2019, item 162 with amendments).

8. REQUIREMENTS concerning documents, statements, applications submitted by the Contractor through electronic means of communication.

8.1 The Contracting authority allows in particular the following format of sent data: pdf., doc., docx., rtf., xps., odt., xml. The file formats are to be compliant with the National Interoperability Framework defined in the REGULATION OF THE COUNCIL OF MINISTERS of 12 April 2012 on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for ICT systems (Journal of Laws 2017.2247 i.e. of 2017.12.05). Link to the <http://prawo.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20170002247>

8.2 If the original document or statement submitted in the procurement procedure has not been drawn up in the form of an electronic document, the Contractor may draw up and provide an electronic copy of the document or statement he holds.

8.3 If the Contractor provides an electronic copy of a document or statement, affixing it with a qualified electronic signature by the Contractor or an entity whose capacity or situation the Contractor relies on according to the rules defined in art. 22a of the Act or by a subcontractor is equivalent to certifying the electronic copy of a document or statement as being true to the original.

8.4 In the case of transmission by the Contractor of an electronic document in a format which contains compressed data, affixing a qualified electronic signature to a file containing compressed data is equivalent to certification by the Contractor as a true copy of all electronic copies of documents contained in this file, except for copies certified respectively by another Contractor applying jointly with it for the award of the contract, by an entity whose capacity or situation relies on the Contractor or by a subcontractor (Note: the rule contained in item 8.4 does not apply to ESPD and tender).

II STAGE

9. As soon as tenders are opened, the Contracting Authority shall publish information on the website:

- a. the amount it intends to use to finance the contract;
- b. companies and addresses of Contractors who submitted tenders on time;
- c. the price, order completion date, warranty period and payment terms included in tenders.

10. In order to confirm that there are no grounds for exclusion from the contract award procedure in the circumstances referred to in art. 24 (1) point 23 of the PPL, an Contractor shall be obliged to submit a declaration of belonging or not belonging to the same capital group in relation to other Bidders who submitted tenders in this procedure (according to the example constituting **Annex 3** to the ToR).

11. Within 3 days from the date of publishing the above information on the website, the Contractor shall provide the Contracting Authority with a declaration of membership or lack of membership in the same capital group referred to in art. 24 (1) point 23 of the PPL (**Annex 3** to the ToR). Upon submission of the declaration, the Bidder may present documents or information confirming that relations with another Contractor do not lead to distortion of competition in the contract award procedure. In the case of Contractor applying jointly for the award of the contract the declaration shall be submitted by each of such Contractor. For the effectiveness of this

declaration, the Contractor shall be obliged to submit such declaration only after the opening of tenders and publication of the above-mentioned information. Detailed information and requirements are specified in art. 24 (11) of the PPL Act.

The document should be presented in the form of an original electronic document bearing a qualified electronic signature. If the document has not been drawn up in the form of an electronic document, the Contractor may provide the document in the form of an electronic copy of the held document (i.e. a scanned document bearing a qualified electronic signature by the Contractor). The above mentioned requirements (Stage II) also apply to all Contractors submitting a tender jointly, not only to the entity making the resources available pursuant to art. 22a (1) and (2) of the Act.

STAGE III

12. Statements and documents to be submitted only by the Contractor whose tender will be the highest rated, upon written request of the Contracting Authority.

Pursuant to art. 26 (1) of the Act, the Contracting Authority shall set a deadline of at least 10 days for submitting the following documents to the Contractor.

In the case of a joint tender submitted by several Contractors, the documents listed in point 12 §4 of the ToR shall be submitted by each of the Contractors. In case of requirements specified in item 15, only the entity(ies) meeting the conditions for participation in the procedure (jointly or at least one of them).

For the entity which provided resources to the Contractor pursuant to art. 22a (1) and (2), the documents mentioned in point 12 §4 of the ToR shall also be submitted by this entity, signing them with a qualified electronic signature according to the rules indicated in the contents of the ToR.

In order to confirm that there are no grounds for exclusion from the proceedings, and to confirm that the conditions for participation in the proceedings are met, at the request of the Contracting Authority the Contractor shall be obliged to provide the Contracting Authority with the following statements and documents (within the time limits specified in these ToR). Conditions for participation in the proceedings and no grounds for exclusion are described in the ToR in §3 points 1-4.

In order to prove that there are no grounds for exclusion from the contract award procedure, at the Contracting Authority's request, the Contractor shall be obliged to submit the following statements and documents:

- 12.1 information from the National Criminal Register within the scope defined in art. 24 (1) points 13, 14 and 21 of the Act and, as regards the conviction for the offence, to the arrest penalty, within the scope defined by the Contracting Authority on the basis of art. 24 (5) points 5 and 6 of the Act, issued not earlier than 6 months before the deadline for submission of tenders or requests to participate in the procedure; Contractor (s) submitting a tender jointly and, if applicable, the entity providing the resources shall do so.
- 12.2 certificate of the competent head of the tax office confirming that the Contractor is not in arrears with payment of taxes, issued not earlier than 3 months before the deadline for submission of tenders or requests to participate, or any other document confirming that the Contractor has concluded an agreement with the competent tax authority on payment of these receivables together with possible interest or fines, in particular has obtained an exemption, deferral or division into instalments of overdue payments or suspension of the whole execution of the decision of the competent authority, as provided for by the law; to be submitted by the Contractor (s) submitting a tender jointly and, where applicable, the entity making the resources available.

- 12.3 certificate of a competent local organizational unit of the Social Insurance Institution or Agricultural Social Insurance Fund (Kasa Rolniczego Ubezpieczenia Społecznego) or any other document confirming that the Contractor is not in arrears with payment of social or health insurance contributions, issued not earlier than 3 months before the deadline for submission of tenders or requests to participate in the procedure, or any other document confirming that the Contractor has concluded an agreement with a competent body for payment of these dues together with possible interest or fines, in particular, has obtained a legal exemption, deferral or division into instalments of overdue payments or suspension of the whole execution of the decision of the competent body; It shall be submitted by the Contractor(s) submitting a tender jointly and, where applicable, the entity making the resources available.
- 12.4 an excerpt from the relevant register or from the central register and information on business activity, if separate regulations require an entry in the register or register, in order to confirm that there are no grounds for exclusion under art. 24 (5) point 1 of the Act; the Contractor submitting a tender jointly and if the entity making the resources available applies.
- 12.5 a declaration of the Contractor that no final court verdict or a final administrative decision on arrears with payment of taxes, fees or social or health insurance contributions has been issued against him or her or - in case of such a verdict or decision - documents confirming payment of these dues together with interest or fines, if any, or conclusion of a binding agreement on payment of these dues - Annex 5 to the ToR. In case of an entity making the resources available - Annex 6 to the ToR.
- 12.6 a declaration of the Contractor on the absence of a ruling against him/her as a precautionary measure of the ban on competing for public contracts. Proposal of a model - Annex no. 5 to ToR. In case of an entity providing resources - Annex 6 to ToR.
- 12.7 statement of the Contractor on failure to issue a final court sentence for the offence of restriction of liberty or fine within the scope defined by the Contracting Authority pursuant to art. 24 (5) points 5 and 6 of the Act. Model proposal - Annex 5 to the ToR. In the case of an entity providing resources - Annex no. 6 to the ToR.
13. The Contractor having its registered office on the territory of the Republic of Poland, in relation to a person residing outside the territory of the Republic of Poland, to whom the document indicated in point 12.1, shall submit information from a relevant register or, in case of lack of such a register, another equivalent document issued by a competent judicial or administrative body of the country where the Contractor has its seat or place of residence or a person to whom the information or document refers, within the scope defined in art. 24 (1) point 14 and 21 and (5) point 6 of the Act. If no such documents are issued in the country where the person to whom the document was supposed to refer is domiciled, it shall be replaced by a document containing a declaration of that person made before a notary public or before a judicial or administrative body or a professional or economic self-government body competent in terms of that person's domicile. The documents should be issued not earlier than 6 months before the deadline for submitting tenders.
14. If the Contractor has its seat or place of residence outside the territory of the Republic of Poland, instead of the documents in question:
- in point 12.1. submit information from a relevant register or, if there is no such register, another equivalent document issued by a competent judicial or administrative body of the country where the Bidder has its seat or place of residence or the person to whom the information or document refers, within the scope specified in art. 24 (1) points 13, 14 and 21 and (5) points 5 and 6 of the Act; the documents should be issued not earlier than 6 months before the deadline for submission of tenders or requests to participate.

- in item 12.2 to item 12.4 of the Act; submits a document or documents issued in the country where the Contractor has its seat or place of residence, confirming respectively that:
 - a. he is not in arrears with payment of taxes, charges, social or health insurance contributions or that he has concluded an agreement with a competent body for payment of these charges together with possible interest or fines, in particular he has obtained an exemption, deferral or division into instalments of overdue payments or suspension of the whole execution of the decision of the competent body. The document should be issued not earlier than 3 months before the deadline,
 - b. its liquidation has not been opened or it has not been declared bankrupt. The documents shall be issued no earlier than six months before the deadline for submission of tenders or requests to participate.
 - if in the country where the Contractor has its registered office or place of residence or the person to whom the document refers is addressed, the documents referred to above are not issued, they shall be replaced by a document containing, respectively, the Contractor's statement, indicating the person or persons authorized to represent the Contractor, or a statement of the person to whom the document was to refer, made before a notary public or before a judicial, administrative or professional or business self-government body competent for the Contractor's registered office or place of residence. The provision concerning the dates of their issuance shall apply accordingly.
15. In order to prove that the condition for participation in the procedure specified in §3 of the ToR is met, at the Contracting Authority's request, Contractor shall submit a list of at least two deliveries made within the last three years before the deadline for submission of tenders, and if the period of business activity is shorter - within this period, including their value, subject matter, dates of performance and entities, to whom the deliveries have been made, and enclosing proofs stating whether the deliveries have been made, such proof being references or other documents issued by the entity to whom the deliveries have been made, and if for a justified reason of objective nature the Contractor is not able to obtain such documents - a statement by the Contractor. The list of completed deliveries and proofs of completion should confirm fulfilment of the participation condition specified in §3 point 2 TOR. An example proposal of the list is included in Annex 7 to the ToR. If an Contractor uses resources of another entity pursuant to art. 22a (1) and (2) of the PPL Act, the list shall be filled in and signed in this part by the entity providing the resources.
- If in the documents submitted in order to confirm that the conditions for participation are met, any values shall be given in a foreign currency, the Contracting Authority shall convert the value of the currency into PLN according to the average exchange rate of the National Bank of Poland as of the date of publication of the contract notice in the Official Journal of the European Union.**
16. **REQUIREMENTS concerning documents, declarations, applications submitted by the Contractor during the procedure / also after the tender submission deadline.**
- 16.1 The Contracting Authority particularly accepts the following format of submitted data: pdf., doc., docx., rtf., xps., odt., xml. File formats are to be compliant with the National Interoperability Framework defined in the Regulation of the Council of MINISTERS of April 12th 2012 on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for ICT systems (Journal of Laws 2017.2247 i.e. of 2017.12.05) - Annex No. 2 and Annex No. 3 of the said Regulation.
- Link to the website: <http://prawo.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20170002247>.
- 16.2 If the original document or statement submitted in the procurement procedure has not been drawn up in the form of an electronic document, Contractor may draw up and provide an electronic copy of the document or statement it holds.

- 16.3 If Contractor provides an electronic copy of a document or statement, affixing it with a qualified electronic signature by the Contractor an entity whose capacity or situation the Contractor relies on according to the rules defined in art. 22a of the Act or by a subcontractor is equivalent to certifying the electronic copy of a document or statement as being true to the original.
- 16.4 In the case of transmission by the Contractor of an electronic document in a format which contains compressed data, affixing a qualified electronic signature to a file containing compressed data is equivalent to certifying by the Contractor as a true copy of all electronic copies of documents included in this file, except for copies certified by another Contractor applying jointly with it for the award of the contract, by an entity whose capacity or situation relies on the Contractor or by a subcontractor, respectively.
- 17. Documents or statements submitted by the Contractor in the proceedings (required by the ToR) prepared in a foreign language should be submitted together with their translation into Polish and signed by the Contractor with a qualified electronic signature according to the rules specified above. This applies to documents in another language and translation into the Polish language. In case of any doubts, translations into the Polish language are binding for the parties. An exception is made for technical description documents specified in §5 item 7 of the ToR (technical description), which may be submitted by the Contractor only in a language other than Polish.**
18. In case of any doubts concerning the contents of the document submitted by the Contractor, the Contracting Authority may ask the relevant authorities of the country where the Contractor has its registered office or place of residence or the place of residence of the person to whom the document refers for the necessary information concerning that document.
19. If it is necessary to ensure proper conduct of the procurement procedure, the Contracting Authority may, at each stage of the procedure, call upon Contractor to submit all or some statements or documents confirming that they are not excluded, meet the conditions for participation in the procedure, and if there are reasonable grounds to believe that the statements or documents submitted previously are no longer valid, to submit current statements or documents.

§5. DESCRIPTION OF THE WAY OF PREPARING THE OFFER

1. The Contractor shall submit a tender and attachments via the purchasing platform to the address: <https://platformazakupowa.pl/pn/bosmal>
2. **The offer should be prepared in Polish under pain of invalidity in the form of an electronic document signed with a qualified electronic signature.** It is allowed to include in the tender or in the submitted documents or declarations in another language (English, German, French) only if the content of the documents or information is not required by the content of this ToR and the proceedings conducted and results from the provisions of the ToR/PA or the implementing acts. This requirement results from Article 9 of the PPL Act. The following file formats may be used in particular: .txt; .rft; .pdf; .xps; .odt; .ods; .odp; .doc; .docx;.xls; .ppt; .docx; .xlsx; .pptx; .csv.
3. The ordering party proposes that:
 - the first pages of the offer constitute a completed form for submitting an offer available at: platformazakupowa.pl
 - the offer should be numbered consecutively, and the page numbering should start with the number 1, placed on the first page of the "OFFERS" (the numbering should also be placed on the pages of documents attached to the offer);
4. The documents or declarations referred to in these ToRs shall be submitted in the original in the form of an electronic document or an electronic copy of a document or a certified true copy of the original.

5. Certification for conformity with the original shall be made by the Contractor, entity whose capacity or situation is relied on by the Contractor, the Contractor jointly seeking the award of a public contract or a subcontractor to the extent of documents or declarations which concern each of them.
6. Certification of conformity of an electronic copy of a document or statement referred to point 4 above is certified with a qualified electronic signature.
7. The tender shall also be accompanied by:
 - technical description of the offered device in the basic functions and requirements introduced by the description of **the ToR in Polish or English**. These documents (technical description/translation) - as an integral part of a tender should be signed with a qualified electronic signature by the Contractor submitting a tender. In this part, the Contracting Authority allows submitting the description in another language without the need to submit in the offer of translation into Polish.
8. The Contractor may submit one offer in which only one final price may be offered.
9. The Contractor, when submitting a tender, sets the price in PLN. If the Contractor submits a tender in another currency, the tender price in order to carry out the tender examination and evaluation procedure, including in particular the determination of an abnormally low price (art. 90 of the PPL Act), evaluation of tenders through the criteria established in the ToR, shall be converted into PLN at the average exchange rate of the National Bank of Poland (NBP) published at the address:
<http://www.nbp.pl/home.aspx?f=/statystyka/kursy.html> **from the day preceding the day of submission and opening of tenders indicated in the ToR.**
Simultaneously, the price offered in the offer in another currency will be entered into the contract and settlements will be made for that currency. The Contracting Authority does not allow for the possibility of changing the currency of settlements made after the deadline for submitting offers or during the performance of the contract, also during acceptance and settlements. When submitting a tender in a currency other than PLN, the Contractor shall be obliged to provide a performance bond also in the currency in which he submitted the price offer. The calculation of contractual penalties and other cases resulting from the execution of the contract on the part of the Contractor or the Contracting Authority shall be performed in the currency indicated in the offer by the Contractor. In case it will not be possible and acceptable to make such settlements in the currency indicated in the offer, the parties to the contract shall make a currency conversion according to the exchange rate valid on the day preceding the activities performed, according to the average exchange rate of the National Bank of Poland (NBP) published on the website at the address:
<http://www.nbp.pl/home.aspx?f=/statystyka/kursy.html>
10. If the Contractor is represented by a proxy, the tender should be accompanied by a power of attorney specifying its scope, signed with a qualified electronic signature by persons authorized to represent the Contractor submitted in the form:
 - original in the form of an electronic documentor
 - a copy of the power of attorney drawn up by a notary public in electronic form (electronic certification of the conformity of the copy, extract or copy with the presented document, which the notary public affixes with a qualified electronic signature - Article 97 § 2 of the Act of 14 February 1991, Notary Public Law Journal of 2019, item 540 as amended).
11. Information submitted during the procedure, constituting a business secret within the meaning of the provisions on combating unfair competition, if the Contractor, no later than by the deadline for submitting tenders, stipulated that it cannot be disclosed, should be marked with a clause: **"Not to be disclosed to other participants in the procedure. Information shall constitute a corporate secret, within the meaning of art. 11 (2) of the Act on Fighting Unfair Competition". The part covered by the business secret should constitute a separate part of the offer. It is proposed that it should be a separate file, which in its name will contain a designation indicating the above mentioned case** (it is proposed to include the following designations in

the name: secret). For the effectiveness of the submitted declaration, it is required that the Bidder simultaneously proves that the reserved documents or information constitute a business secret. The Bidder cannot reserve the information referred to in Article 86 (4) of the Act.

12. Joint tender/consortium

Contractors jointly bidding for the award of this contract (hereinafter referred to as the Consortium) should fulfil the conditions for participation in the procedure and should not be excluded by submitting the applicable declarations and documents as provided for in the ToR.

Declarations and documents confirming that there are no grounds for exclusion, as referred to in Article 24(1) 12-22 and Article 24(5) points 1, 5-6 and 8 should be submitted by each of the participants in the consortium. However, in the case of declarations and documents confirming the fulfilment of the condition for participation in the proceedings described in §3 of the ToR, it is sufficient that the declaration and document confirming the fulfilment of the condition be submitted by at least one of its participants. In the assessment of the condition's fulfilment, the Contracting Authority allows combining the demonstrated experience of The Contractor submitting a joint tender. It is also acceptable to combine the demonstrated experience of the Contractor and the entity making the resources available pursuant to art. 22a (1) and (2).

In the case of a Consortium, a document appointing the Consortium's proxy should be attached to the bid, pursuant to Article 23 of the Act - in accordance with the provisions of the Civil Code.

ATTENTION!!!! In order to submit a bid correctly, the Contracting Authority has posted it on the website of the purchasing platform at the address: <https://platformazakupowa.pl/strona/45-instrukcje> - Tender submission instructions for the Contractor.

§6. CRITERIA FOR THE SELECTION OF TENDERS

1. After the opening of tenders, the Contracting Authority will first check whether the submitted tenders meet the requirements imposed by the ToR and legal regulations - whether they are not subject to rejection pursuant to Article 89(1) of the PPL.
2. In accordance with art. 24 (1) point 12 - 23 and art. 24 (5) points 1, 5-6 and 8 of the Act, Contractor who have not demonstrated any lack of attitudes to exclusion are excluded from the procedure. An offer of an excluded Contractor is considered as rejected on the basis of art. 24 (4).
3. The Contracting Authority rejects the tender, pursuant to Article 89(1) point 2 of the Act, if its content does not correspond to the content of the Terms of Reference (ToR), subject to art. 87 (2) point 3 of the Act.
4. The offered device should meet all requirements specified in the ToR.
5. The Contracting Authority may demand from the Contractors, pursuant to art. 87(1) of the Act, to provide explanations concerning the contents of submitted bids and to correct obvious mistakes in the contents of the bid pursuant to art. 87 (2) of the Act, immediately notifying the Contractor thereof.
6. During the tender examination and evaluation procedure the Contracting Authority shall verify bids for abnormally low price or price components - pursuant to art. 90 of the Act.
7. The Contracting Authority, in the event of circumstances specified in art. 87 (2) of the PPL, will correct any mistakes in the content of the tender.
8. The Contractor whose tender will be rejected and other Contractor s who submitted a tender will immediately receive information about rejection of the tender, giving the legal basis and factual justification.
9. Among the offers not subject to rejection, the Contracting Authority will evaluate bids on the basis of the following bid evaluation criteria. The Contractor whose tender will be evaluated the highest shall be invited to submit documents and declarations confirming that the conditions for participation in the procedure have been met and that there are no grounds for exclusion from the procedure. At this stage the Contracting Authority, in accordance with Article 24aa(1), shall verify whether the Contractor whose tender was evaluated the highest satisfies the conditions for participation in the procedure and is not excluded.
10. The Contracting Authority has determined the following evaluation criteria presented in Table 7:

Table 7. Evaluation criteria

No	Criteria	Description	Meaning in %
1.	Price (including VAT tax)	gross price, which should consist of all costs incurred by the Contractor	60
2.	Period of the declared guarantee	Additional warranty period (extension of warranty by 12 or 24 months)	20
3.	technical parameter I	Accuracy of current and voltage measurement of the hybrid drive supply current (sum of current and voltage measurement accuracy [%]).	10
4.	technical parameter II	Value of the inertia torque of the motor under test [kg ×m2]	10
TOTAL:			100

The way of evaluating offers:

$$L = 100 \cdot \left(\frac{C_{1min}}{C_1} \cdot W_1 + C_2 W_2 + \frac{C_{3min}}{C_3} \cdot W_3 + \frac{C_{4min}}{C_4} \cdot W_4 \right)$$

C_{1min} - the lowest price of all the non-rejected offers

C_{3min} - the lowest value of the technical parameter I among all non-rejected bids. Maximum value of current and voltage 0.1%.

C_{4min} - the lowest value of the technical parameter II among all non-rejected bids. Maximum torque value 0.4 [kg×m2].

C_1 - the value of the price from the currently evaluated offer,

C_2 - parameter related to the additional warranty (10points - for every additional 12 months of warranty, but a maximum of 20point - 0 points if no additional warranty is offered),

C_3 - value of technical parameter I from the currently evaluated offer,

C_4 - value of technical parameter II from the currently evaluated offer,

W_i - the corresponding weight value [%],

i - order number .

11.

In case of lack of possibility to choose the most advantageous tender because two or more tenders will present the same balance of price and other tender evaluation criteria, the Contracting Authority will select the tender with the lowest price or the lowest cost. If bids with the same price are submitted, the Contracting Authority shall invite the Contractors who submitted these bids to submit additional bids within the deadline specified by the Contracting Authority.

12. If a tender is submitted, the selection of which would result in the Contracting Authority's tax obligation pursuant to the provisions of the VAT law, the Contracting Authority, in order to evaluate such a tender, shall add VAT to the price presented in the tender, which it would be obliged to settle pursuant to these provisions. When submitting a tender, **Contractor shall inform the Contracting Authority whether the selection of a tender will lead to the Contracting Authority's tax obligation, indicating the name (type) of goods or services the supply or provision of which will lead to its occurrence and indicating their value without the amount of the tax.**

13. If the Contractor who submitted the most advantageous tender at the invitation of the Contracting Authority under Article 26 (2) of the PPL Act fails to submit the documents required by the Contracting Authority in this invitation and after another invitation under Article 26 (3) of the PPL Act fails to complete, correct the documents or statements within the specified time limit, the Contractor will be excluded from the procedure and his tender will be rejected.

The Contracting Authority may in such a case:

- if the circumstances provided for in art. 93 (1) of the PPL Act occur - invalidate the entire procedure, or
 - re-evaluate the tenders which are not subject to rejection or whose bidder has not been excluded from the procedure in accordance with the above mentioned tender evaluation criteria, and repeat the subsequent actions provided for in these ToR and in the PPL Act.
14. The Contracting Authority shall notify the **Contractors** about the selection of the most advantageous tender or cancellation of the procedure by e-mail and on the website where the ToR was made available: https://www.bosmal.com.pl/72-przetargi_publiczne.

§7 FORMAL REQUIREMENTS

1. Communication with Contractors

a. Persons authorized to communicate with the Contractors.

Contractors may ask the Contracting Authority to clarify the contents of the ToR until the deadline for submitting tenders.

The persons authorized by the Contracting Authority to communicate with the Contractors are the ones:

Beata Kalińska - Purchasing and Warehouse Department, e-mail: zakupy@bosmal.com.pl,

b. The form of communication between the Contracting Authority and Contractors.

- communication between the Contracting Authority and bidders, in particular submission of tenders, statements, applications, notices and information, shall be carried out electronically via the platformzakupowa.pl and the **Send Message** form available on the website relating to a given procedure. The Contractor shall provide correspondence relating to this procedure, i.e. e.g. explanations, applications, in the form of an original electronic document with a qualified electronic signature or a scanned letter in the form of an electronic document signed with a qualified electronic signature by persons authorised by the Contractors. The Contracting Authority allows the queries to be sent by platformzakupowa.pl in the format resulting from the requirements indicated in the National Interoperability Framework and in a way that makes it possible to read their contents.
- in emergency situations, e.g. when it is not possible to use **the platformzakupowa.pl platform**, the Contracting Authority may also communicate with the Contractors and the Contractor with the Contracting Authority via e-mail: zakupy@bosmal.com.pl. Capacity of one message per box - up to 15 MB. Messages transmitted electronically should unequivocally indicate the number of proceedings and data identifying the Contractor (name, address, data allowing contact with the means of electronic communication). The Contracting Authority will confirm receipt of the information with feedback. The rules of communication referred to in emergency situations do not apply to actions related to submission of tenders or documents/statements required for submission on the deadline for submission of tenders,
- the method of preparing electronic documents, statements or electronic copies of documents or statements should comply with the requirements specified in the regulation of the President of the Council of Ministers of 27 June 2017 on the use of electronic communication means in public procurement proceedings and on making available and storing electronic documents and the regulation of the Minister of Development of 26 July 2016 on the types of documents that can be requested by the Contracting Authority from the Contractor in procurement proceedings.

2. REQUIREMENTS concerning documents, statements, applications submitted by the Bider during the procedure / also after the deadline for submission of tenders.

2.1 The Contracting Authority particularly accepts the following format of submitted data: pdf., doc., docx., rtf, xps., odt., xml. File formats are to be compliant with the National Interoperability Framework defined in the REGULATION OF THE COUNCIL OF MINISTERS of 12 April 2012 on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for ICT systems (Dz.U.2017.2247 i.e. of 2017.12.05).

Link to the website: <http://prawo.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20170002247>

2.2 If the original document or statement submitted in the procurement procedure has not been drawn up in the form of an electronic document, the Contractor may draw up and provide an electronic copy of the document or statement held.

2.3 If the Contractor provides an electronic copy of a document or statement, affixing it with a qualified electronic signature by the Contractor or an entity whose capacity or situation the Contractor relies on according to the rules defined in art. 22a of the Act or by a subcontractor is equivalent to certifying the electronic copy of a document or statement as being true to the original.

2.4 In the case of transmission by the Contractor of an electronic document in a format which contains compressed data, affixing a qualified electronic signature to a file containing compressed data is equivalent to certifying by the Contractor as a true copy of all electronic copies of documents included in this file, except for copies certified by another Contractor applying jointly with it for the award of the contract, by an entity whose capacity or situation relies on Contractor or by a subcontractor, respectively.

3. Documents or statements submitted by the Contractor in the proceedings, drawn up in a foreign language, shall be submitted together with their translation into the Polish language and signed by the Contractor with a qualified electronic signature according to the rules specified above. An exception to this rule is the technical description required in §5 item 7 of the ToR, which may be submitted in another language.**4. The form of submitted documents constituting the tender and ESPD.**

The Contracting Authority requires that these documents be submitted in electronic form and, on pain of invalidity, be signed with a qualified electronic signature (Article 10a (5) of the PPL).

5. The deposit

5.1. Each Contractor shall be obliged to secure its tender with a security deposit, lodged before the deadline for submission of tenders, for the time of being bound by the tender, in the amount of the deposit: 44 000 PLN (word: forty-four thousand PLN) or 10 000EUR (word: ten thousand EUR).

5.2 The deposit may be paid in one or more forms provided for in art. 45 (6) of the Act:

- money,
- bank surety or surety of a cooperative savings and loan fund, except that the guarantee of the fund is always a cash guarantee,
- bank guarantees,
- insurance guarantees,
- suretyships granted by the entities referred to in Article 6b(5) point 2 of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (uniform text: Journal of Laws of 2019, item 310 as amended).

5.3. If the deposit is paid in cash, a transfer should be made to the Contracting Authority's bank account, kept by the Contracting Authority's: Bank Pekao SA O/Bielsko-Biała:

- for PLN: no. 32 1240 4142 1111 0000 4823 8630;
- for EUR: No 39 1240 4142 1978 0000 4823 0559 - SWIFT: PKOPPLPW;
entering in the title of the transfer: **deposit - open tender for the delivery of a Test bench dedicated for the new generation of automotive engines and hybrid powertrains provided for years 2020-2030, powered by alternative and synthetic fuels**

The deadline for crediting (receiving) the money to the Contracting Authority's account by the deadline for submitting tenders indicated in the ToR will be binding.

5.4 In the case of depositing a deposit in the form of a surety or guarantee, via the purchasing platform – the Contracting Authority requires the submission of a document in electronic form with the reservation that it will be signed with a qualified electronic signature by the Guarantor/guarantor, i.e. the issuer of the guarantee/security.

5.5 The guarantee shall be irrevocable, unconditional, drawn up in accordance with applicable law and should contain at least the following elements:

- a. name of the ordering party (Contractor), guarantee beneficiary (Contracting Authority), guarantor (bank or insurance institution granting the guarantee) and indication of their registered offices,
- b. identification of the claim to be secured by the guarantee,
- c. the amount of the guarantee,
- d. the validity of the guarantee,
- e. a commitment by the guarantor to: "pay the guarantee amount in connection with the circumstances described in Article 46 (4a) and (5) of the Act".

Any disputes concerning the guarantee shall be settled in accordance with the law of the Republic of Poland and shall be subject to the competence of the court competent for the seat of the Contracting Authority.

The provisions indicated above shall apply accordingly to sureties.

5.6 The Contracting Authority shall retain the deposit with interest, if in response to the call referred to in art. 26 (3) and (3a), for reasons attributable to the Contracting Authority, the Contractor did not submit statements or documents confirming the circumstances referred to in art. 25 (1), statement referred to in art. 25a (1), power of attorney or did not agree to correct the mistake referred to in art. 87 (2) point 3, which resulted in the impossibility to select the tender submitted by the Contractor as the most advantageous one.

5.7 The Contracting Authority shall return or, in justified cases, retain a deposit according to the rules specified in art. 46 of the PPL Act.

5.8 In the case of the Consortium, the deposit may be paid by one of the participants. The rules of submission and the content of the guarantee/security should undoubtedly meet the requirements contained in the ToR.

6. Deadline for binding the offer

6.1 The deadline for the Contractor to be bound by the submitted tender is **60 days**. In accordance with art. 85 (5) of the PPL, the deadline begins with the deadline for submission of tenders.

6.2 The Contractor, on his own or at the request of the Contracting Authority, may extend the time limit for submitting a tender, however, the Contracting Authority may only once, at least 3 days before the expiry of the time limit for submitting a tender, ask Contractors for consent to extend this time limit by a specified period of time, but not longer than 60 days.

6.3 Extension of the tender validity period is permitted only with simultaneous extension of the tender bond or, if this is not possible, with the payment of a new tender bond for the extended tender validity period. If an extension of the tender validity period is made after the selection of the most advantageous tender, the obligation to pay a new tender security deposit or to extend it shall apply only to the Bidder whose tender was selected as the most advantageous one.

7. Information on the formalities to be completed after the selection of the offer in order to conclude the contract.

7.1 The Contracting Authority shall immediately inform all Contractors about the following:

- selection of the most advantageous tender, giving the name or first and last name, seat or place of residence and address, if it is a place of business activity of the Contractor whose tender has been selected, as well as names or first and last names, seat or place of residence and addresses, if they are places of activity of the Bidders who submitted tenders, as well as the scores awarded to tenders in each tender evaluation criterion and total score,
- Contractors who have been excluded,
- Contractors whose tenders have been rejected shall state the reasons for the rejection,
- invalidation of proceedings
 - giving reasons in fact and in law.

7.2 The Contracting Authority shall make the information referred to above available on the website indicated in ToR.

7.3 If a bid of the Contractor who submitted a joint bid (consortium) has been selected, the Contracting Authority shall demand, prior to concluding a public procurement contract, a contract regulating cooperation between these Contractors.

7.4 The Contracting Authority requires the Contractor, in accordance with the content of the declaration submitted in the tender, to indicate in the contract the part of the contract to be performed by the subcontractor and to confirm the name and address of the subcontractor. The Contracting Authority allows for the possibility of changing the above mentioned data according to the rules resulting from this ToR, the submitted tender and the content of the contract.

7.5 An integral part of the contract to be signed shall be the submitted tender and the declarations and statements / information indicated therein.

7.6 Requirements concerning the performance bond:

- a. The Contracting Authority requests a performance bond in the amount of 10% of the total price (gross lump sum) given in the offer of the Contractor, whose offer will be considered the most advantageous. The security shall be lodged before the contract is signed. The performance bond shall be paid in the same currency as the tender price. The Contracting Authority does not allow for the possibility of changing the above rule during the execution of the contract, except for the cases resulting from the legal regulations applicable to the execution of a given action. In case of the need to make a "currency conversion" (only in cases resulting from legal regulations, documented by the parties / parties to the contract), the same rules will apply as in the case of establishing the offer price in another currency (on the day preceding the execution of a given action).
- b. A performance bond shall be provided by the Contractor in one or more of the following forms:
 - in money,
 - bank suretyships or suretyships of a cooperative savings and loan fund, except that the guarantee of the fund is always a cash guarantee;
 - bank guarantees;
 - insurance guarantees;
 - suretyships granted by entities referred to in art. 6b (5) point 2 of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (Journal of Laws of 2007 No. 42, item 275, as amended).

A bank or insurance guarantee, constituting a form of lodging a performance bond, should at least:

- 1) determine the beneficiary of the guarantee, i.e. BOSMAL Research and Development Institute Ltd., ul. Sarni Stok 93, 43-300 Bielsko-Biała
- 2) specify the guaranteed amount in PLN or another currency (determined on the basis of the submitted offer and the contents of the ToR),
- 3) specify the expiry date,
- 4) be a non-cancellable, unconditional guarantee, payable on each first request within 14 days,
- 5) indicate the object of the guarantee,
- 6) indicate that it serves to cover any claims for non-performance or improper performance and, if made in connection with the quality guarantee provided, that it serves to cover any claims under the warranty.

Similar rules shall apply to the Contractor in case of surety.

- c. The security paid in cash shall be paid by the Contractor only by bank transfer to the bank account indicated by the Contracting Authority.
- d. The Contracting Authority shall return 70% of the security within 30 days from the date of completion of the order and recognition by the Contractor as duly performed (final acceptance).
- e. 30 % of the amount of security will be left by the Contractor to secure claims under the warranty for defects. The amount referred to above shall be returned by the Contracting Authority no later than 15 days after the expiry of the warranty period for defects.
- f. If the security was provided in money, the Contractor shall keep it on an interest-bearing bank account. The Contracting Authority shall return the security lodged in money with interest resulting from the bank account agreement on which it was stored, reduced by the cost of maintaining this account and the bank commission for transferring money to the Contractor's bank account.
- g. If the Contractor whose tender has been selected fails to provide a performance bond, the Contracting Authority may choose the most advantageous of the remaining bids, according to the contents of art. 94 (3) of the Act, unless there are grounds referred to in art. 93 (1) of the Act.
- h. If a bid of Contractor submitting a joint bid is selected, the Contracting Authority shall require delivery of the contract regulating cooperation of these Contractors before concluding the supply contract.
- i. A Contractor who conducts business activity in the form of a limited liability company, if the value of the contract exceeds twice the amount of its share capital, on the day of signing the contract at the latest, shall be obliged to deliver a resolution of the partners on giving consent for the management board of the company to perform activities with the value of twice the amount of the company's share capital, in accordance with the provisions of art. 230 of the Commercial Companies Code, unless the contract of partnership provides otherwise, then he shall be obliged to deliver a copy of the contract of partnership, from the content of which the permission for incurring such obligations results.

7.7 The settlement of the contract concluded with the selected Contractor shall be based on the invoice in the amount:

- a. **50%** of the contract value, payable after delivery;
- b. **50%** of the contract value, payable after commissioning and signing the final protocol.
The condition for payment of the final invoice with a payment period of 30 days is installation of the device, its start-up, conducting a training (at least 3 days) at the Contracting authority premises, providing the Contractor with the documents required in the contract and signing the Final Equipment Acceptance Protocol by the Parties.

§8. DEADLINES

1. Submission of tenders

The tender should be submitted electronically, through the appropriate website, dedicated to this procedure at platformazakupowa.pl or the buyer's profile of the Contracting Authority name - <https://platformazakupowa.pl/pn/bosmal> not later than **May 21st 2020 at 12.00.**

2. Tenders opening

Offers will be opened in room 401 of the Automotive Research and Development Institute BOSMAL Sp. z o.o. **on May 21st 2020 at 12.30.**

The result of the of the opening of the tenders will be published on the website without delay:

https://www.bosmal.com.pl/72-przetargi_publiczne under the tab PUBLIC PROCUREMENTS/PUBLIC PROCESSING, in accordance with Article 86 (5) of the Act.

3. Contract performance

Delivery and commissioning is to be made **by 30.06.2021 - deadline required.**

§9. OTHER MATTERS

1. The Contractor should provide::

- 1.1 guarantee period for a **minimum of 12 months** from the date of commissioning (signing the acceptance protocol). The warranty covers all activities related to the detection and repair of faults (parameter evaluated). The rules of validity of the Contracting Authorities rights and obligations of the Contractor are specified in more detail in the warranty card, which constitutes Appendix No. 8 to the ToR.
- 1.2 possibility of reporting defects at least 7 days a week, 24 hours a day, by electronic means;
- 1.3 the service response time, counted from the moment of proceeding to the removal of the revealed defect from the date of receiving the call, shall not be longer than 4 days, except for public holidays; the deadline for removal of defects shall not be longer than 15 days from the date of reporting the defect, except for public holidays;
- 1.4 availability of spare parts and post-warranty service for the period of at least 10 years from the date of signing the acceptance protocol;
- 1.5 availability of post-warranty service within 15 days (a qualified service employee will perform the repair at the Contracting Authority's place), except for public holidays.
- 1.6 The Contractor shall be obliged to provide with the equipment complete documentation in Polish or English (electronic version, certificates in paper version), including at least:
 - a. technical drawings of the entire system (configuration diagram);
 - b. diagrams of all gas, pneumatic and hydraulic devices and installations;
 - c. diagrams of all electrical components and their connections including usage codes;
 - d. instructions for use, repair and maintenance together with a complete description of measurement procedures, description of calibration procedures, in the part necessary from the point of view of Directive 2006/42/WE, should be provided with translation into Polish;
 - e. description of functioning of the system devices and their software;
 - f. list of spare parts;
 - g. a list of spare parts that BOSMAL should have in stock in order to minimize downtimes in case of system failure;
 - h. reports on procedures for checking equipment after the equipment start-up phase (at the Contractor);

- i. information and warning signs in the form of pictograms should be placed on the device, and if they are in descriptive form, they should be in Polish;
 - j. all control elements should be described in Polish, also applies to electronic control panels (e.g. touch screen);
 - k. CE marking;
 - l. declaration of compliance with UN ECE and US EPA regulations;
 - m. declarations of conformity to the following safety standards:
 - 2006/42/WE- Machinery
 - 2014/35/EU - Low Voltage
 - 2014/30/EU - Electromagnetic compatibility
2. The Contracting Authority allows for the possibility of introducing an equivalent solution during the performance of the contract, meeting all the requirements of the contents of the ToR and the submitted tender (evaluation criteria) with the need to demonstrate their completion with a replacement product. However, an equivalent solution should meet all the requirements imposed in the ToR, regulations and not result in a product with worse technical, quality or operational parameters.
- The product may not result in an increase in remuneration or postponement (extension) of the contract execution date or elements related to it (warranty, service response time, etc.).
3. In accordance with art. 144 (1) of the Act, the Contracting Authority provides for the possibility to change the provisions of the Contract, in case of a postponement of the completion dates, as described in the Essential matters of the contract - Annex 2.
4. The proceedings may be invalidated in cases specified in Article 93 of the Act.
5. **The English translation is auxiliary, in case of any doubts the text of the ToR in the Polish language is binding.**

§10. DATA PROTECTION NOTICE ART. 13 GDPR

In accordance with Article 13(1) and (3) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/WE (General Data Protection Regulation) (OJ L 119, 04.05.2016, p. 1), hereinafter 'the GDPR', I hereby inform you that:

- the administrator of your personal data is the BOSMAL Research and Development Institute Ltd. Sarni Stok 93, 43-300 Bielsko-Biała.
- the personal data protection inspector at the BOSMAL Research and Development Institute Ltd. is Mr Henryk Dębski contact: e-mail: Henryk.debski@bosmal.com.pl, telephone: +48 33 813 0 463
- Your personal data will be processed pursuant to Article 6(1)(c) of the GDPR for the purpose of the open tender procedure **BOS/09/NZ/20**.
- the recipients of your personal data will be persons or entities to whom the documentation of the procedure pursuant to Article 8 and Article 96(3) of the Act of 29 January 2004 will be made available. - Public Procurement Law (Journal of Laws of 2017, items 1579 and 2018), hereinafter referred to as the "PPL Act";
- Your personal data will be stored for 10 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 10 years, the period of storage shall cover the entire duration of the contract; the obligation to provide personal data concerning you directly is a statutory requirement specified in the provisions of the PPL Act, related to participation in the public procurement procedure; the consequences of not providing certain data result from the PPL Act;

- with regard to your personal data, decisions will not be taken in an automated way, applying to Article 22 of the GDPR;
- Based on Article 8(5) of the PPL Act the Contracting Authority shall make available the personal data referred to in Article 10 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/WE (General Data Protection Regulation) (OJ L 119, 04.05.2016, p. 1, as amended by 53), hereinafter referred to as "Regulation 2016/679", in order to enable the legal remedies referred to in Section VI to be exercised until the expiry of the deadline for their submission.
 - Pursuant to Art. 96 (3a) of the PPL Act, the principle of openness referred to in Art. 96 (3) of this Act applies to all personal data, except for the data referred to in Art. 9 sec. (1 of Regulation 2016/679, collected in the course of a public procurement procedure or a competition. The limitations of the principle of openness referred to in art. 8 sec. 3-5 of the PPL Act shall apply accordingly.
 - Pursuant to art. 96 (3b), as of the date of the completion of the contract award procedure, if the request referred to in art. 18 (1) of Regulation 2016/679 is submitted, it will cause a restriction of the processing of personal data included in the protocol and annexes to the protocol, the Contracting Authority shall not make such data available in the protocol and annexes to the protocol, unless the prerequisites referred to in art. 18 (2) of Regulation 2016/679 exist.
- pursuant to Article 8a(4) of the PPL making the request referred to in Article 18(1) of Regulation 2016/679 does not limit the processing of personal data until the completion of the public procurement procedure or a competition
- pursuant to art. 11 (6a) In the case of personal data included by the Contracting Authority in the Public Procurement Bulletin, the rights referred to in art. 15 and art. 16 of Regulation 2016/679 are exercised by way of a request addressed to the Contracting Authority
- pursuant to art. 11 (6b), the President of the Public Procurement Office shall ensure the technical maintenance of the ICT system by which the Public Procurement Bulletin is made available and shall specify the period of storage of personal data included in the Public Procurement Bulletin.
- You have the following:
 - pursuant to Article 15 of the GDPR, the right of access to your personal data; pursuant to Article 8a(2) and Article 97(1a) of the PPL Act, the Contracting Authority may request you to indicate additional information aimed at specifying the name or date of the public procurement procedure; pursuant to Article 97(1a) of the PPL Act, this also applies to data at the storage stage - contained in the minutes and annexes.
 - pursuant to Article 16 of the GDPR, the right to rectify your personal data, however, exercising the right of rectification may not result in a change in the outcome of the public procurement procedure or change the provisions of the agreement to the extent inconsistent with the PPL Act (Article 8a(3) of the PPL Act) and may not violate the integrity of the minutes and their annexes (Article 97(1b) of the PPL Act).
 - pursuant to Article 18 of the GDPR, the right to request the controller to restrict the processing of 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 Personal Data Protection if you believe that the processing of your personal data concerning you is in breach of the provisions of the GDPR;
- you are not entitled:
 - in connection with Article 17(3)(b), (d) or (e) of the TYPE, the right to delete personal data;
 - the right to transfer personal data referred to in Article 20 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, based on Article 21 of the GDPR**

The request referred to in Article 18(1) of Regulation 2016/679 shall not restrict the processing of personal data until the conclusion of a public procurement procedure.

During and after the completion of the public procurement procedure, if the performance of the obligations referred to in Article 15 (1-3) of Regulation 2016/679 would require a disproportionate effort, the Contracting Authority may request the data subject to indicate additional information aimed in particular at specifying the name or date of the completed procurement procedure.

§11. LEGAL REMEDIES

1. The Contractor, as well as another entity, if it has or had an interest in obtaining the contract and has suffered or may suffer damage as a result of violation by the Contracting Authority of the provisions of the PPL, shall have the right to appeal only against the Contracting Authority's action inconsistent with the provisions of the PPL taken in the contract award procedure or failure to take the action which the Contracting Authority is obliged to take under the PPL.
2. The appeal is lodged within 10 days from the date of sending the information on the Contracting Authority actions constituting the basis for its submission, if they were sent in the manner specified in the second sentence of Article 180(5) of the PPL, or within 15 days - if they were sent in another way.
3. An appeal against the content of the contract notice and against the provisions of the contract documents shall be lodged within 10 days from the date of publication of the notice in the Official Journal of the European Union or publication of the contract documents on the website.
4. An appeal against actions other than those specified in points 1 and 3 shall be lodged within 10 days from the day on which the circumstances on which the appeal was made, or with due diligence, could have been known about the circumstances on which the appeal was made.
5. The appeal shall be lodged with the President of the National Appeal Chamber in writing in paper form or in electronic form, bearing his/her own handwritten signature or qualified electronic signature respectively.
6. The appellant shall send a copy of the appeal to the Contracting Authority before the expiry of the time limit for filing the appeal in such a way as to enable it to read its contents before that time limit.
7. The Parties and participants in the appeal proceedings may appeal against the ruling of the National Appeal Chamber to court. The complaint shall be lodged with the district court competent for the registered office or place of residence of the Contracting Authority. The complaint shall be lodged through the Chairman of the National Appeal Chamber within 7 days of the date of delivery of the Chamber's ruling, at the same time sending a copy to the opponent of the complaint.

§12. LIST OF APPENDICES

1. Page One of the Tender Form (Appendix 1)
2. The essential provisions of the Contract - Annex no. 2.
3. Declaration of affiliation or lack of affiliation to the same capital group - Attachment No. 3.
4. Declaration of the entity providing the Contractor with resources pursuant to art. 22a par. 1 and par. 2 submitted to the tender - appendix no. 4.
5. Declaration submitted by the Contractor whose tender has been evaluated at the highest Contractor's request. – annex no. 5.
6. Declaration submitted by the entity providing resources to the Contractor whose tender has been evaluated the highest - Annex no. 6.
7. List of completed deliveries confirming fulfilment of the condition for participation in the procedure - Annex no. 7.
8. Guarantee card - appendix no. 8.

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