**TERMS AND CONDITIONS OF CONTRACT**

**for**

**delivery of special cables and coaxial cables**

**to the headquarters of the National Centre for Nuclear Research in Otwock - Świerk**

**No of proceedings EZP.270.18.2022**

**AS AMENDED ON 08.07.2022 r.**

**Approved:**

**The Terms of the Order,** hereinafter referred to as the "SWZ" or "Specifications", include:

**Volume I: INSTRUCTIONS FOR CONTRACTORS, INCLUDING FORMS**

**Chapter 1 Instruction for Contractors (IDW):**

**Chapter 2 Forms relating to the Offer:**

Form 2.1. Offer template

**Chapter 3 Forms to prove that there are no reasons for excluding the Contractor from the procedure / that the Contractorr meets the conditions for participation in the procedure:**

Form 3.1. Template of declaration that the Contractor of not being subject to exclusion

**Volume II DRAFT CONTTARCTUAL PROVISIONS (separate attachement)**

**Volume III: DESCRIPTION OF THE SUBJECT OF THE ORDER*:* (separate attachement)**

- for Part 1 - Annex 1 to Volume III (OPZ) – special cable;

- for Part 2 and for Part 3 - Annex 2 to Volume III (OPZ) - coaxial cables type LMR240 and type LMR240PS;

**Volume I INSTRUCTIONS FOR CONTRACTORS**

**Chapter 1**

**Instructions for Contractors (IDW)**

**1. THE CONTRACTING AUTHORITY**

National Centre for Nuclear Research

ul. Andrzeja Sołtana 7, 05-400 Otwock

tel. + 48 22 273 13 20;

e-mail: [zp@ncbj.gov.pl](mailto:zp@ncbj.gov.pl)

NIP: 532-010-01-25, REGON 001024043

Payer for the contract: National Centre for Nuclear Research

**2. THE WEBSITE OF THE PROCEEDINGS**

2.1 The contract award procedure will be conducted using the Procurement Platform: platformazakupowa.pl at the address https://platformazakupowa.pl/pn/ncbj (hereinafter: Platform). Whenever the Terms of Reference or public procurement regulations refer to the website of the conducted proceedings, this shall also be understood as the Platform.

2.2. Amendments and clarifications to the content of the SWZ and other procurement documents directly related to the procurement procedure will be available at: https://platformazakupowa.pl/pn/ncbj

**3. DESIGNATION OF THE PROCEEDINGS**

The procedure to which this document relates is marked (reference number): **EZP.270.18.2022**

Contractors should refer to the   
above designation in all communications with the Contracting Authority  
.

**4. CONTRACT AWARD PROCEDURE**

4.1. The contract award procedure shall be conducted under the basic procedure provided for in Article 275 of the Public Procurement Law[[1]](#footnote-1) hereinafter referred to as the "PPL Act".

4.2*.* Before selecting the most advantageous offer, the Contracting Authority shall **provide for the** **possibility of negotiations to** improve the content of the offers which are subject to evaluation under the offer evaluation criteria.

Negotiations may not lead to changes in the content of the SWZ and shall only concern those elements of the offer content which are subject to evaluation within the framework of the offer evaluation criteria.

**5. SOURCES OF FUNDING**

The order is foreseen to be financed from the funds at disposal - the project "**PEG Group Project within ESS - ERIC**" financed under the programme "Support for the participation of Polish scientific teams in international research infrastructure projects", established by the Communication of the Minister of Education and Science of 2 July 2021 on the establishment of the programme "Support for the participation of Polish scientific teams in international research infrastructure projects", decision  
No. DIR-WSIB.92.12.2021.

The Contracting Authority provides for granting the Contractor an advance payment of 30% of the contract value for the performance of the Subject of the Contract. Detailed information on granting an advance payment is specified in Volume II SWZ - Draft Contractual Provisions.

**6. SUBJECT OF THE CONTRACT**

6.1. The subject of the contract is:

**Delivery of special cables and coaxial cables for the National Centre for Nuclear Research in Otwock - Świerk**

The subject of the contract has been divided into the following parts:

Part 1 - delivery of 75 units of special cables;

Part 2 - delivery of coaxial cables type LMR240;

Part 3 - delivery of coaxial cables type LMR240PS;

**CPV (Common Procurement Vocabulary):**

**Main subject:**

32581130-9 - Data transmission cable for special applications

32572200-5 - Communication cable with coaxial conductors

The execution of the contract shall be governed by Polish law, including in particular the Civil Code[[2]](#footnote-2) and the Public Procurement Law[[3]](#footnote-3) .

6.2. The subject of the contract and the quantities are described in detail in Volume III of the SWZ (OPZ):

- for Part 1 - supply of 75 special cables – described in Annex No. 1 to TOM III (OPZ) - special cable;

- for Part 2 - supply of coaxial cables LMR240 type and for Part 3 - supply of coaxial cables LMR240PS type - described in Annex No. 2 to Volume III (OPZ) - coaxial cables LMR240 type and LMR240PS type;

6.2.1. The Contracting Authority admits equivalent/ substitute solutions for Part 2 and Part 3.

By equivalence is meant that they will guarantee that the order will be realised in accordance with the description of the subject of the contract and that they will ensure that the technical parameters are not worse than those required. The Ordering Party, allowing for equivalence of products, specifies the range of required parameters:

**- For Part 2 - Replacement LMR-240 with parameters:**

|  |  |
| --- | --- |
| Replacement LMR-240 with parameters: |  |
|  |  |
| Operating temperature | from -10 deg. C to +70 deg. C |
| Impedance | from 47,5 Ohm to 52,5 Ohm |
| Inner conductor resistance (100m, DC) | < 1,5 Ohm |
| Outer conductor resistance (100m, DC) | < 1,5 Ohm |
| Capacitance | < 85 pF/m |
| Inductance | < 0,25 uH/m |
| Dielectric strength | >1000V DC |
| Velocity of propagation (%, relative to light speed) | >75% |
| Peak power rating | > 5kW |
| Cutt off frequency (GHz) | > 30 GHz |
| Max. attenuation at 352 MHz | < 20 dB/100m |
| Max. attenuation at 704 MHz | < 26 dB/100m |
| Minimum bending radius | < 20 mm |
| Total external cable diameter | < 7,5 mm |

**- For Part 3 - Replacement LMR-240PS with parameters:**

|  |  |
| --- | --- |
| Replacement LMR-240PS: |  |
|  |  |
| Operating temperature | from -10 deg. C to +70 deg. C |
| Impedance | from 47,5 Ohm to 52,5 Ohm |
| Inner conductor resistance (100m, DC) | < 1,5 Ohm |
| Outer conductor resistance (100m, DC) | < 1,5 Ohm |
| Capacitance | < 85 pF/m |
| Inductance | < 0,25 uH/m |
| Dielectric strength | >1000V DC |
| Velocity of propagation (%, relative to light speed) | >75% |
| Peak power rating | > 5kW |
| Cutt off frequency (GHz) | > 30 GHz |
| Max. attenuation at 352 MHz | < 20 dB/100m |
| Max. attenuation at 704 MHz | < 26 dB/100m |
| Minimum bending radius | < 20 mm |
| Total external cable diameter | < 7,5 mm |
| Phase change with temperature change from -10 deg C to +70 deg C | < 75 fs/deg.C/m (1,3GHz) |

**Other requirements unchanged.**

6.3 The minimum required warranty period for the subject of the contract shall be 12 months, starting from the date of signing an acceptance protocol.

6.4. The Contracting Authority does not anticipate:

1. that the Contractor conducts a site inspection or
2. verification by the Contractor of the documents necessary for the execution of the contract, available on site at the Contracting Authority.

6.5 The Contracting Authority **does not reserve the** obligation for the Contractor to perform key tasks himself.

6.6. The Contracting Authority does not foresee the possibility of awarding to the existing supplier - a contract for additional supplies as referred to in Article 214 (1) item 8 of the PPL Act.

**7. DEADLINE FOR PERFORMANCE OF THE CONTRACT**

Deadline for completion of the contract:

1. Part 1 - delivery of 75 special cables - within 7 months from the day of concluding the contract;
2. Part 2 - delivery of coaxial cables type LMR240 - up to 8 weeks from the day of concluding the contract.
3. Part 3 - delivery of coaxial cables type LMR240PS - up to 8 weeks from the day of concluding the contract.

**8. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE**

**8.1. Contractors who are not subject to exclusion** and who meet the conditions for participation defined by Contracting Authority **may apply for the contract.**

**8.2.** Contractors who meet the following conditions may apply for the contract:

1) capacity to engage in economic activity

Not applicable

2) authorisation to perform a specific economic or professional activity, if it results from separate regulations:

Not applicable

3) economic or financial standing:

Not applicable

4) technical and/or professional capacity:

a) concerning the Contractor:

Not applicable

b) concerning persons:

Not applicable

**9. GROUNDS FOR CONTRACTOR EXCLUSION**

9.1. A Contractor to whom applies any of the circumstances referred to in Article 108 (1) of the PPL Act and Article 7 (1) of the Act on Special Solutions to Counteracting Aggression against Ukraine and to Protect National Security[[4]](#footnote-4) shall be excluded from the procurement procedure.

9.2. The Contracting Authority shall not exclude the Contractor on any of the reasons indicated in Article 109, item 1 of the PPL Act.

9.3. Exclusion of the Contractor shall be for the relevant period indicated in Article 111 of the PPL Act and in Article 7 paragraph 2 of the Law of 13 April 2022 on special solutions to prevent the support of aggression against Ukraine and to protect national security.

9.4 The Contractor shall not be subject to exclusion in the circumstances specified in Article 108 section (1) issue (1), (2) and (5) of the PPL Act, if he proves to the Contracting Authority that he fulfils jointly the following conditions:

1. has made good or has undertaken to make good any damage caused by the offence or by his misconduct, including financial compensation;
2. has fully explained the facts and circumstances surrounding the offence or misconduct and the damage caused, actively cooperating with the competent authorities, including law enforcement authorities, or the Contracting Authority, as appropriate;
3. has taken specific technical, organisational and personnel measures appropriate to prevent further offences, misconduct or improper conduct, in particular:
4. has severed all links with persons or entities responsible for the wrongful conduct of the Contractor,
5. has reorganised the personnel,
6. has implemented a reporting and control system,
7. has set up internal audit structures to monitor compliance with laws, internal regulations or standards,
8. has established internal liability and redress arrangements for non-compliance with laws, internal regulations or standards.

9.5. The Contracting Authority shall assess whether the actions taken by a Contractor as specified in point 9.4. of the IDW are sufficient to prove his reliability, taking into account the importance and seriousness and particular circumstances of the Contractor's act. If the measures taken by the Contractor, referred to in point 9.4. IDW are not sufficient to prove his reliability, the Contracting Authority shall exclude the Contractor.

9.6. The Contracting Authority may exclude an Contractor at any stage of the procurement procedure.

**10.** SUBJECTIVE MEANS OF PROOF

10.1.The Contracting Authority shall not demand subjective means of proof to prove that there are no grounds for exclusion and that the conditions for participation in the procedure are met.

10.2.The statement referred to in Article 125 (1) of the PPL Act shall not be subjective means of proof and shall be the proof of absence of reasons for exclusion and compliance with the conditions for participation in the proceedings as at the date for submission of tenders, temporarily replacing the subjective means of proof required by the Contracting Authority.

10.3. The statement referred to in item 10.2 of the IDW shall be submitted by the Contractor in compliance with the template Form 3.1 according to the rules specified in point 14 of the IDW.

10.4 If the statement submitted by the Contractor according to point 10.2 of IDW raises doubts, the Contracting Authority may ask directly the entity which has the information or documents relevant in this respect for the assessment of the absence of grounds for exclusion, to present such information or documents.

10.5. The Contracting Authority shall not call for submission of subjective means of proof if it can be obtained by using free and publicly available databases, in particular public registers within the meaning of the Act of 17 February 2005 on informatisation of activities of entities performing public tasks, if the Contractor has indicated such dara in the declaration referred to in point 10.2. of the IDW. If the Contractor has indicated availability of subjective means of proof data at the specified internet addresses of publicly available and free databases, the Contracting Authority may require the Contractor to present a translation into Polish or English of the subjective means of proof which has been independently downloaded by the Contracting Authority.

**11. RESOURCE AVAILABILTY AND SHARING**

**Not applicable**

12. **SUBCONTRACTING**

12.1*.* The Contractor may delegate part of the contract to a subcontractor.

12.2 The Contracting Authority **requires** thatthe Contractor indicates the part of the contract which he intends to entrust to subcontractors, as well as the names of potential subcontractors, if known.

**13. INFORMATION FOR CONTRACTOR COMPETING JOINTLY FOR THE CONTRACT**

13.1. Contractors may jointly apply for a contract. In such a case Contractors shall appoint a proxy to represent them in the procurement procedure or to represent them in the procedure and to conclude the public procurement contract.

13.2. In the case of Contractors applying jointly for the contract, none of them may be subject to exclusion due to Article 108(1) of the PPL Act and Article 7(1) of the Act on Special Solutions to Counteracting Aggression against Ukraine and to Protect National Security4 .

13.3. If Contractors apply jointly for a contract, the **statement referred in point 10.2 of the IDW** shall be submitted by each Contractor.Such statements confirm the absence of reasons for exclusion.

**14. THE METHOD OF COMMUNICATION AND FORMAL REQUIREMENTS FOR THE SUBMISSION OF DECLARATIONS AND DOCUMENTS**

14.1. The proceedings are conducted in the Polish language by means of electronic communication via the Purchasing Platform at the following address: <https://platformazakupowa.pl/pn/ncbj>

The Contracting Authority has indicated the type of documents that may be submitted in English in paragraphs 16.8.4 and 16.8.5.

A Contractor intending to participate in a procurement procedure shall have an account on the Purchasing Platform. Registration and maintenance of an account on the Purchasing Platform and use of the Platform by a Contractor is free of charge.

14.2 In the procedure, communication between the Contracting Authority and Contractors, especially submitting tenders and any declarations, shall take place using the Platform. The date of receipt of declarations, requests, notifications and information shall be considered the date of their uploading to the Platform.

14.3 The Contracting Authority appoints Ms. Anna Długaszek to contact Contractors.

14.4.The instructions for using the Platform have been published on https://platformazakupowa.pl/pn/ncbj (in the particular proceedings)

14.5. The Contractig Authority recommendations regarding signatures.

14.5.1 The Contracting Authority's recommendations regarding qualified electronic signatures:

* For documents in "pdf" format, the PAdES (PDF Advanced Electronic Signature) format is recommended,
* for documents in a format other than 'pdf', the XAdES (XML Advanced Electronic Signature) format is recommended.

14.5.2 Contracting Authority recommendations regarding personal signature[[5]](#footnote-5) :

* When using the eDO Application (only supports documents in .pdf format) on NFC-enabled phones, the size of the documents must not exceed 5 MB,
* for documents in "pdf" format, an internal (surrounded) signature is recommended,
* documents in a format other than "pdf" should preferably be signed with an external or surrounding signature.

14.5.3. Contracting Authority recommendations regarding the trusted signature[[6]](#footnote-6) :

* files must not exceed size of 10 MB,
* for documents in "pdf" format, it is recommended to sign in PAdES format (the signed file has the extension .pdf),
* documents in a format other than "pdf" are recommended to be signed in XAdES format (the signed file has the extension . xml).

14.5.4. After the files are signed and before their transfer to the Platform it is recommended to verify the completeness and correctness of all signatures placed (in particular when the document was signed by several representatives or using different signatures). In case of using the external signatures it is necessary to attach to the Platform an appropriate pair of files, i.e. a file to be signed and a file containing the signature.

14.6.Necessary hardware and application requirements to work on the Platform\*:

* permanent access to the Internet with guaranteed bandwidth of not less than 20/4 Mbps;
* PC or MAC computer with the following configuration: min. 4GB RAM, Intel IV 4GHZ processor, one of the following operating systems: MS Windows 7, Mac OS x 10.4, Linux or their newer versions;
* any web browser supporting TLS 1.2 in its latest version, in the case of Internet Explorer at least version 11.0;
* JavaScript enabled;
* Acrobat Reader or other software supporting "pdf" format files.

14.7. The Contracting Authority accepts data transmission in formats permitted by applicable laws, i.e.: .doc, . docx, .txt, .xls, .xlsx, .ppt, .csv, .pdf, .jpg, .git, .png, .tif, .dwg, .ath, .kst, .zip, while the Contracting Authority recommends using .pdf files*.*

14.8. Information on coding and time of data reception:

* Tender files attached by a Contractoron the Platform are saved are visible on the Platform as encrypted. The possibility to open the file is available only after decryption by the Contracting Authority after the opening tender deadline;
* the time indication of data receipt by the Platform shall be the date and exact time (hh:mm:ss) pinned to the electronic document.

14.9. When multiple electronic documenta are transmitted in a single compressed file, the affixing of a qualified electronic signature, a trusted signature or a personal signature to a single compressed file containing documents shall be equivalent to affixing a qualified signature, a trusted signature or a personal signature to all the documents in that file.

**15. CLARIFICATION OF THE CONTENTS OF THE TERMS OF REFERENCE (SWZ)**

15.1. The Contractor may request the Contracting Authority to clarify the content of the SWZ. The request should be sent via the Platform and the "**Send a message to the Contracting Authority**" form*.*

The Contracting Authority asks for questions submission in the editable form, as this will reduce the time it takes to provide clarification.

15.2 The Contracting Authority shall be obliged to provide explanations immediately, but no later than 2 days before the deadline for submission of tenders – under the condition that the request for clarification of the SWZ content was received by the Contracting Authority no later than 4 days before the deadline for submission of tenders.

15.3. If the Contracting Authority does not provide explanations within the time limit referred to in point 15.2, the deadline for submission of tenders shall be extended by the time necessary for all interested Contractors to familiarise themselves with the explanations necessary for proper preparation and submission of tenders.

15.4. Extension of the deadline for submission of tenders shall not affect the deadline for submission of the request referred to in point 15.2.

15.5 If a request for clarification of the content of the SWZ is was not received in the poroper time referred to in point 15.2, the Contracting Authority is not obliged to provide clarification of the SWZ nor to extend the deadline for submission of tenders.

15.6. The content of enquiries together with clarifications will be provided to the Contractors by the Contracting Authority via the Platform, without revealing the source of the enquiry.

15.7. In justified cases, the Contracting Authority may modify the content of the SWZ before the deadline of tenders submission. The Contracting Authority will make the modified SWZ available on the Platform.

15.8 In case when change to the content of the SWZ leads to a change to the content of the contract notice, the Contracting Authority shall publish a notice in the Public Procurement Bulletin.

15.9 In the case of diffrences between the content of SWZ and the content of clarifications or amendments to the SWZ, the content of the subsequent statement by the Contracting Authority shall be binding.

15.10. If the change to the content of the SWZ is significant for tender preparation or requires additional time from Contractors to familiarise themselves with the changes to the content of the SWZ and prepare tenders, the Contracting Authority shall extend the deadline for tenders submission by the time necessary to prepare them.

15.11. The Contracting Authority shall inform contractors about the extended deadline for tenders submission by publishing the notice on the Platform and by including the notice of the change of notice.

15.12. The Contracting Authority **does not intend to** convene a meeting of Contractors in order to clarify the content of the SWZ.

**16.** DESCRIPTION OF HOW TO PREPARE TENDERS

16.1. The Contractor may submit only one tender for a given part.

16.2. The Contracting Authority shall allow partial bids to be submitted for:

- Part 1 - delivery of 75 special cables.

- Part 2 - delivery of coaxial cables type LMR240;

- Part 3 - delivery of coaxial cables type LMR240PS.

An Contractor may submit a tender for one, several or all parts of the contract.

16.3. The Contracting Authority does not allow submitting variant offers.

16.4. The Contracting Authority does not require a deposit.

16.5. The offer consists of a completed "Offer" Form.

16.6. Together with the Tender, the Contractor shall submit via the Platform:

1) an extract or information from the National Court Register, Central Business Register and Information on Business Activity or other relevant register, unless the Contracting Authority can obtain them via free and publicly available databases and the Contractor indicated the data allowing access to such documents in the Tender Form, with regard to the Contractor, the Contractor applying jointly for the contract, as well as with regard to entities providing resources;

2) power of attorney or other document confirming the authorization to represent the Contractor or entity providing resources, unless the power to represent results from the documents mentioned in item 16.6. item 1) of the IDW;

1. power of attorney or other document confirming the power to represent all Contractors applying jointly for the contract (e.g. cooperation agreement). A proxy may be appointed to represent Contractors in the procedure or to represent them in the procedure and to conclude the contract;
2. statement required by provisions of points 10.2. 10.2. and 13.3. of IDW.

16.7*.* The Contracting Authority **shall not require** subjective means of proof to be submittedwith the Tender.

16.8. Formal requirements for other documents or statements submitted in the proceedings:

16.8.1. A tender and a declaration shall be submitted in an electronic form (i.e. with a qualified electronic signature) or in an electronic form with a trusted signature or a personal signature under pain of nullity. These documents shall be signed by a person authorized to represent the Contractor in accordance with the form of representation specified in the register or another document appropriate for a given organizational form of the Contractor or by an authorized representative of the Contractor.

16.8.2. Where other documents or documents evidencing authority to represent have been issued by authorised persons:

1. as an electronic document - the Contractor shall transmit that document;
2. as a paper document - the Contractor shall provide a digital copy of that document bearing a qualified signature, a trusted signature or a personal signature certifying the conformity of the digital copy with the paper document;

The certification of conformity of the digital representation with the paper document referred to in (2) above shall be carried out by a notary public or:

1. in the case of documents confirming the power of representation - respectively the Contractor, the Contractor applying jointly for the award of the contract, the entity making available the resources, each in the scope of the document concerned;
2. in the case of other documents - respectively the Contractor or the Contractor applying jointly for the award of the contract, each in the scope of the document concerned;
3. in the case of the means of proof in question - the Contractor or the Contractor applying jointly for the award of the contract, as appropriate.

16.8.3. The statement referred to in item. 16.6. point 4) of IDW, which were not issued by authorized entities, and required powers of attorney:

1) The Contractor shall submit his application in electronic form and shall affix a qualified electronic signature, a trusted signature or a personal signature;

2) if they have been drawn up as a paper document and bear a handwritten signature, the Contractor shall provide a digital representation of these documents bearing a qualified electronic signature, a trusted signature or a personal signature certifying the conformity of the digital representation with the paper document.

The certification of conformity of the digital representation with the paper document referred to in (2) above shall be carried out by a notary public or:

1. in the case of subjective means of proof - respectively the Contractor, the Contractor applying jointly for award of the contract, the entity providing the resources or the subcontractor, with regard to the subjective means of proof which concerns each of them;
2. for this means of proof - the Contractor or the Contractor jointly applying for the award of the contract, respectively;
3. in the case of a power of attorney, the principal.

16.8.4. The tender shall be prepared in Polish. Pursuant to provisions of Article 20, Clause 3 of the PPL Act, the Contracting Authority allows submitting a tender, statements or other documents in a language commonly used in international trade - English.

16.8.5. Subject matter means of proof or other documents or statements may be drawn up in Polish or in English.

16.8.6. The tender and other declarations and documents for which the Contracting Authority defined the form templates included in Chapter 2 and Chapter 3 of Volume I of the SWZ should be prepared in accordance with these templates as regards the content and description of columns and rows

16.9. The Contracting Authority hereby informs that pursuant to provisions of Article 18 par. 3 of the PPL Act, information being a trade secret within the meaning of regulations on fighting unfair competition shall not be disclosed, if the Contractor, when submitting such information, reserved that it cannot be disclosed and demonstrated that the reserved information constitutes a trade secret. The Contractor may not reserve the information referred to in Article 222(5) of the PPL Act. Any information constituting a business secret within the meaning of the Act on Combating Unfair Competition[[7]](#footnote-7) which the Contractor reserves as a business secret shall be attached to the Platform in a separate file marked "Business secret".

16.10. Before the deadline for tenders submission, the Contractor, via the Platform, may introduce changes   
to the submitted tender or withdraw the tender.   
The Contractor, via the Platform, may   
remove the Tender (attachment(s)) he has uploaded.

16.11. The Contractor may not effectively change or withdraw the submitted bid (attachments) after the deadline for bids submission.

1. **DESCRIPTION OF BID PRICE CALCULATION**

17.1. The Contractor shall specify the Bid Price in the Bid Form *(for each Part for which he submits a bid).*

17.2. The price of the offer should be expressed in Polish zloty (PLN) to two decimal places and include the total cost of the execution of the order\*.

\*) provide the total cost of the contract, i.e. of each Part for which the Contractor submits a tender

The Contracting Authority allows the submission of a bid (expression of the bid price in a currency other than PLN).

If an offer is submitted in a currency other than PLN, the Contracting Authority, in order to compare offers, will convert the currency into PLN according to the average exchange rate of the National Bank of Poland of the day on which the announcement was published in the Public Procurement Bulletin.

17.3. The bid price should cover the total cost of execution of the subject matter of the contract, including all accompanying costs referred to in Volumes II-III of this SWZ (with respect to individual parts for which the Contractor submits a bid).

17.4. If a tender is submitted which will lead to the creation of a tax obligation for the Contracting Authority pursuant to the provisions on VAT[[8]](#footnote-8) , for the purpose of applying the price criterion the Contracting Authority will add to the price presented in the Tender the amount of VAT which it would be obliged to calculate pursuant to these provisions. In the Tender, the Contractor shall be obliged to:

* to inform the Contracting Authority that the selection of his tender will result in the Contracting Authority becoming liable to tax,
* to indicate the name (type) of the good or service whose supply or provision will give rise to a tax liability,
* to indicate the value of the good or service for which the purchaser is liable to tax, exclusive of tax,
* an indication of the rate of value added tax which, to the Contractor's knowledge, will apply.

**18. REQUIREMENTS CONCERNING THE DEPOSIT**

The Contracting Authority does not require a deposit.

**19. PLACE AND DATE OF SUBMISSION AND OPENING OF TENDERS**

19.1. **Offers should be submitted via the Platform by 15.07.2022 at 13:00.**

19.2. The Contractor shall submit a Bid on the Platform as follows:

1. in the Bid or Proposal Submission Form, the attachments specified in clauses 16.5 and 16.6 of the IDW with the name identifying the attachment, in an electronic form (i.e. signed with a qualified electronic signature) or in an electronic form with a trusted signature or a personal signature shall be added, and then "Proceed to Summary" button shall be clicked. Then, in the second step of submitting an offer or an application, the correctness of the submitted offer, the attached files and their quantity shall be checked. In order to finish this stage of submitting an offer, the "Submit offer" button shall be clicked;
2. Next, the system will encrypt the contractor's offer or request so it will be unavailable to the Contracting Authority until the deadline for opening tenders or submitting requests to participate in the procedure in accordance with art. 221 of the Public Procurement Law. In the final step a message is displayed and an email is from platformazakupowa.pl with information on the tender or application submitted.

19.3. After the deadline specified in clause 19.1. of the IDW, submitting a Bid on the Platform will not be possible. The date and time of bid submission will be determined by the time it takes for the transaction to be fully processed on the Platform.

19.4. **The opening of bids will take place** **15.07.2022 at 14: 00** via the Platform. In the event of a failure of the Platform which results in the impossibility of opening the bids at the above-mentioned time, the opening of the bids will take place immediately after the failure is removed.

19.5. Bids will be opened on the Platform by decrypting and opening them. Information on the opening of tenders shall be published on the Platform in the form of a Public Announcement and shall contain the data specified in Article 222(5) of the PPL Act.

**20. PERIOD OF VALIDITY OF THE TENDER**

20.1. The Contractor shall be bound by the tender from the date of the tender submission deadline **to 13.08.2022 r .**

20.2. In the event that the selection of the most advantageous tender does not take place before the expiry of the tender validity period as specified in clause 20.1, the Contracting Authority, before the expiry of the tender validity period, shall request the Contractors, on one occasion, to agree to an extension of that period by the indicated period, which shall not be longer than 30 days.

20.3 An extension of the bidding period shall require a written statement of consent by the Contractor to extend the bidding period.

**21. TENDER EVALUATION CRITERIA**

21.1. The Contracting Authority shall apply the following tender evaluation criteria when selecting the most advantageous tender:

**a) for Part 1 - supply of 75 special cables**

**Price - 70 % = 70 points**

**Delivery time - 30 % = 30 points**

**b**) **for Part 2 - supply of coaxial cables LMR240 type**

**Price - 80 % = 80 points**

**Delivery time - 20 % = 20 points**

**c) for Part 3 - the supply of coaxial cables of type LMR240PS**

**Price - 80 % = 80 points**

**Delivery time - 20 % = 20 points**

21.1.1. **The criterion "Price" C for Part 1 - supply of 75 special cables:**

The "Price" criterion will be considered on the basis of the gross price for the execution of the subject matter of the contract, quoted by the Contractor on the Tender Form for Part 1.

The Contracting Authority shall award **70 points to** the offer with the lowest price among the evaluated offers, and each of the subsequent offers shall be awarded a proportionally lower number of points, according to the formula:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | |  | ***C =*** | ***C min*** | ***x 70 points*** | |  | ***C o*** | | ***where:*** | ***C min*** | ***- lowest gross price from evaluated bids (PLN)*** | | |  | ***C o*** | ***- gross price of the examined offer (PLN)*** | | |

21.1.2. **The criterion "Time of delivery " T for Part 1 - delivery of 75 special cables:**

The criterion "Delivery time" will be considered on the basis of the offered delivery time for the subject of the contract for Part 1, stated by the Contractor on the Tender Form in point 3(a).

The number of points for the tested offer will be awarded according to the scoring table below:

|  |  |
| --- | --- |
| **Offered delivery term - in months from the day of concluding the contract** | **Number of points** |
| up to 7 months | 0 |
| up to 6 months | 10 |
| up to 5 months | 20 |
| less than 5 months | 30 |

*In case the delivery date is not indicated in the Form 2.1 - Tender (in case the Contractor submits a tender for Part 1), the Contracting Authority shall consider that the Contractor offers delivery date up to 7 months from the day of contract conclusion, thus awarding 0 points for this criterion.*

21.1.3. **Criterion "Price" C for Part 2 - delivery of coaxial cables type LMR240:**

The "Price" criterion will be considered on the basis of the gross price for the execution of the subject matter of the contract, quoted by the Contractor on the Tender Form for Part 2.

The Contracting Authority shall award **80 points to the** tender offering the lowest price among the evaluated tenders, and each of the subsequent tenders shall be awarded proportionally fewer points, according to the formula

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | |  | ***C =*** | ***C min*** | ***x 80 points*** | |  | ***C o*** | | ***where:*** | ***C min*** | ***- lowest gross price from evaluated bids (PLN)*** | | |  | ***C o*** | ***- gross price of the examined offer (PLN)*** | | |

21.1.4. **Criterion "Time of delivery " T for Part 2 - supply of coaxial cables type LMR240:**

The criterion "Delivery time" will be considered on the basis of the offered delivery time for the subject of the contract for Part 2, stated by the Contractor on the Tender Form in point 3(b).

The number of points for the tested offer will be awarded according to the scores presented in the table below:

|  |  |
| --- | --- |
| **Delivery time offered - in weeks from the day of signing the contract** | **Number of points** |
| up to 8 weeks | 0 |
| up to 7 weeks | 10 |
| up to 6 weeks and less | 20 |

*In case the delivery date is not indicated in the Form 2.1 - Tender (in case the Contractor submits a tender for Part 2), the Contracting Authority shall consider that the Contractor offers delivery date up to 8 weeks from the day of signing the contract, thus awarding 0 points for this criterion.*

21.1.5. **Criterion "Price" C for Part 3 - supply of coaxial cables type LMR240PS:**

The "Price" criterion will be considered on the basis of the gross price for the execution of the subject matter of the contract, quoted by the Contractor on the Tender Form for Part 3.

The Contracting Authority shall award **80 points to the** tender offering the lowest price among the evaluated tenders, and each of the subsequent tenders shall be awarded proportionally fewer points, according to the formula

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | |  | ***C =*** | ***C min*** | ***x 80 points*** | |  | ***C o*** | | ***where:*** | ***C min*** | ***- lowest gross price from evaluated bids (PLN)*** | | |  | ***C o*** | ***- gross price of the examined offer (PLN)*** | | |

21.1.6. **The criterion "Time of delivery " T for Part 3 - delivery of coaxial cables type LMR240PS:**

The criterion "Delivery time" will be considered on the basis of the offered delivery time for the subject of the contract for Part 3, stated by the Contractor on the Tender Form in point 3, item c).

The number of points for the tested offer will be awarded according to the scoring table below:

|  |  |
| --- | --- |
| **Delivery time offered - in weeks from the day of signing the contract** | **Number of points** |
| up to 8 weeks | 0 |
| up to 7 weeks | 10 |
| up to 6 weeks and less | 20 |

*If the delivery date is not stated in the Form 2.1 - Tender (in case the Contractor submits a tender for Part 3), the Contracting Authority will assume that the Contractor offers delivery date up to 8 weeks from the day of contract conclusion, thus awarding 0 points for this criterion.*

21.2. The offer of the Bidder, who meets all the conditions stipulated in this SWZ and obtains the total of the highest number of points (P) being the sum of points awarded under each of the given criteria, calculated according to the following formula, will be deemed the most advantageous offer:

**P = C + T**

where: C - number of points awarded to the evaluated tender in the criterion "Price"

T - number of points awarded to the evaluated tender in the "Delivery time" criterion

21.3. The Contracting Authority **does not provide for an** electronic auction.

21.4. Immediately after the selection of the best tender, the Contracting Authority shall simultaneously inform all Contractors who submitted tenders about

1. selecting the most advantageous tender, indicating the name or business name, registered office or place of residence, if this is the place of business of the Contractor whose tender has been selected, and the names or business names, registered offices or places of residence, if this is the place of business of the Contractors who submitted tenders, as well as the scores awarded to the tenders under each tender evaluation criterion and the total score,
2. Contractors whose tenders have been unsuccessful,

- stating the reasons in fact and in law.

21.5. The Contracting Authority shall make the information referred to in point 21.4. item 1) IDW available on the Platform.

21.6The Contracting Authority provides for the possibility of selecting the most advantageous tender after negotiating the content of the tenders in order to improve them.

21.6.1. The Contracting Authority shall simultaneously invite all Contractors to negotiate the submitted tenders, if they were not subject to rejection.

21.6.2The Contracting Authority shall simultaneously inform all Contractors whose tenders submitted in response to the contract notice have not been rejected about the end of negotiations and invite them to submit additional tenders.

**22. INFORMATION ON THE FORMALITIES TO BE CARRIED OUT FOLLOWING THE SELECTION OF THE TENDER IN ORDER TO CONCLUDE THE CONTRACT**

22.1 In the case where a tender submitted by Contractors jointly tendering for the contract is selected as the most advantageous, before signing the contract the Contractor, when requested by the Contracting Authority, shall submit a copy of the contract governing the cooperation of these Contractors, stating, among others, the proxy authorised to contact the Contracting Authority and issue documents related to payments.

**23.** PERFORMANCE BOND

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

**24. INFORMATION ON LEGAL REMEDIES**

The Contractor, as well as any other entity which has or had an interest in obtaining the contract and has sustained or may sustain damages as a result of violation by the Contracting Authority of provisions of the PPL Act, shall have the right to legal remedies set forth in Section IX of the PPL Act. Organizations enrolled in the list referred to in Art. 469 item 15 of the PPL Act and the Ombudsman for Small and Medium Enterprises shall also have the right to seek legal protection against the announcement announcing the contract award procedure and the contract documents.

24.2 The appeal is against:

1. action taken by the Contracting Authority in the course of the procurement procedure which is contrary to provisions of the PPL Act, including the draft contractual provisions;
2. failure to take any action in the procurement procedure which the Contracting Authority was obliged to take under the PPL Act;

24.3. The appeal shall include:

1. the name, residence or registered office, telephone number and e-mail address of the Appellant and the name of the representative(s);
2. the name and registered office of the Awarding Authority, telephone number and e-mail address of the Contracting Authority;
3. the Personal Identification Number or Tax Identification Number of the appellant who is a natural person, if he is obliged or not to have those numbers;
4. the number in the National Court Register, or failing that, the number in another relevant register, or the VAT number of the Appellant not being a natural person who is not required to be entered in a relevant register, if he is obliged to have such a number;
5. definition of the subject of the contract;
6. indication of the publication number in the Public Procurement Bulletin;
7. indication of the activity or omission of the Awarding Entity's activity allegedly incompliant with the Act;
8. a concise statement of the allegations;
9. a demand as to how the appeal should be resolved;
10. set out the facts and legal grounds on which the appeal is based and the means of proof in support of those grounds;
11. signature of the Appellant or its representative or representatives;
12. list of annexes.

24.4.The appeal shall be accompanied by:

1. proof of payment of the required appeal fee;
2. proof of transmission of the appeal or a copy thereof to the Contracting Authority;
3. document confirming the power of representation of the Appellant.

24.5. The appeal shall be submitted to the President of the Chamber in writing or in an electronic form or in an electronic form bearing a trusted signature.

24.6. The appellant shall submit to the Contracting Authority an appeal filed in an electronic form, or a copy of that appeal if it was filed in a written form, before the deadline for filing an appeal in a way that he could read its contents before that date. It is presumed that the Contracting Authority could have read the contents of the appeal before the deadline for filing it, if the appeal or a copy thereof was delivered by means of electronic communication before the deadline for filing it. A copy of the appeal should be sent to the Contracting Authority via the Platform and the Send a message form.

24.7. Time limits for lodging an appeal:

24.7.1. An appeal shall be lodged within 5 days of the date of communication of information on the Contracting Authority's actions constituting grounds for lodging an appeal - if the information was sent by means of electronic communication; or within 10 days - if sent in a different way.

24.7.2. An appeal against the contents of a notice initiating an award procedure or against the contents of the contract documents shall be lodged within 5 days from the date of publishing the notice in the Public Procurement Bulletin or the contract documents on the website.

24.7.3 An appeal against actions other than specified in clauses 24.7.1. and 24.7.2. of the IDW shall be lodged within 5 days from the date on which the circumstances constituting the grounds for filing the appeal were discovered or could have been discovered with due care.

24.7.4. If the Awarding Entity has not sent the Contractor a notification on selection of the most advantageous tender, the appeal shall be lodged no later than within the deadline:

1) 15 days from the date of publishing the notice of the procedure result in the Public Procurement Bulletin

2) one month from the date of concluding the contract, if the Ctracting Authority has not published a notice of the result of the procedure in the Public Procurement Bulletin.

24.8. Detailed rules of procedure after the appeal is filed shall be set out in the relevant provisions of Section IX of the PPL Act.

24.9. For the decision of the National Appeal Chamber and the decision of the President of the Chamber, the parties and participants to the appeal proceedings may appeal to the court.

24.10. The complaint shall be lodged with the District Court in Warsaw - the Public Procurement Court, through the President of the National Appeal Chamber within 14 days of the date of delivery of the decision of the National Appeal Chamber, at the same time sending a copy of the complaint to the opponent. Lodging a complaint in a postal facility of an operator designated within the meaning of the Postal Law Act[[9]](#footnote-9) shall be tantamount to lodging a complaint.

24.11. Pursuant to the provisions of Article 590 of the PPL Act, a cassation appeal may be lodged with the Supreme Court against a judgment of a court or a decision ending proceedings in a case.

**25.** PROTECTION OF PERSONAL DATA

25.1The administrator of your personal data processed in connection with the public procurement procedure is the National Centre for Nuclear Research (hereinafter referred to as the Administrator or NCBJ) with its registered office in Otwock, ul. Andrzej Sołtan, 05-400 Otwock.

25.2. If you have any questions concerning the manner and scope of the processing of your personal data, or your rights, you may contact the Data Protection Officer at NCBJ, at the address given above, or by email at [iod@ncbj.gov.pl](mailto:iod@ncbj.gov.pl) or by calling 22 273 22 31.

25.3. The Controller shall process your personal data on the basis of applicable legal provisions, i.e. in particular:

1) the Act of 11 September 2019. Public procurement law and executive acts to this law, including on the types of documents that may be required by the ordering party from the contractor

2) the law of 14 July 1983 on the national archival resource and archives

25.4 Your personal data is processed for:

|  |  |
| --- | --- |
| **Purpose of processing** | **Legal basis for processing** |
| Conduct of public procurement proceedings | the necessity of the processing for compliance with a legal obligation to which the controller is subject (Article 6(1)(c)) |
| Performance of contracts concluded with counterparties | the necessity of the processing for the performance of the contract (Article 6(1)(b) of the GDPR) |
| Handling procurement activities | the necessity of the processing for the performance of the contract (Article 6(1)(b) of the GDPR)  in order to comply with a legal obligation (Article 6(1)(c)) |
| Processing of data on the basis of consent | the legal basis for the processing is the consent given through the act of participation in a public procurement procedure (Article 6(1)(a) GDPR) |

25.5.In connection with the processing of personal data for the purposes referred to in point 4, your personal data shall be disclosed to interested entities and persons, as in principle the public procurement procedure is open. Moreover, recipients of personal data may be other entities and persons who, on the basis of relevant agreements signed with NCBJ, process personal data for which NCBJ is the Administrator.

25.6. Your personal data shall be stored pursuant to Article 78 of the PPL, i.e. for a period of 4 years from the date of completion of the procurement procedure, and in the case of conclusion of a public procurement contract whose duration exceeds 4 years, the duration of storage shall be consistent with the duration of the contract and consistent with achieving the objectives specified in point 4 above.

25.7 You have the following rights in relation to the processing of your personal data:

* 1. Article 15 GDPR - the right to access and obtain a copy of your personal data,
  2. Article 16 GDPR - the right to request rectification or completion of personal data, however such a request may not result in changing the outcome of the procurement procedure or amend the provisions of the public procurement contract to the   
     extent incompatible with the Act (Article 19(2) PPL).
  3. Article 17 GDPR - the right to request erasure of personal data (the so-called right to be forgotten), unless erasure is not possible pursuant to Article 17(3) b), d) or e) GDPR.
  4. Article 18 GDPR - the right to request restriction of processing of personal data, as long as the restriction of processing will not have the effect of limiting the processing of personal data until the end of those proceedings (Article 19(3) PPL)

25.8 If you become aware of unlawful processing of your personal data at NCBJ, you have the right to lodge a complaint with the supervisory authority responsible for personal data protection.

25.9 Decisions will not be taken by automated means in relation to your personal data, pursuant to Article 22 of the GDPR.

25.10. The above rights shall be addressed to NCBJ in accordance with the data provided at the beginning. If NCBJ is not able to determine the content of the request or to identify the   
applicant based on the notification made, NCBJ will ask the applicant for additional information. The application will be responded to promptly, no later than within one month of receipt. If it is necessary to extend this deadline, NCBJ will inform the applicant of the reasons for such extension. The   
reply will be provided to the   
e-mail   
address   
from which the application was sent, and in case of applications sent by letter, by registered   
mail to the address indicated by the applicant, unless the content of the letter indicates the desire to receive feedback to the e-mail address (in this case the e-mail address should be provided).

###### Chapter 2

**Forms relating to the Offer**

|  |
| --- |
| Form 2.1.OFFER |

**National Centre for Nuclear Research**

**ul. Andrzeja Sołtana 7, 05-400 Otwock**

Referring to the contract notice in the procedure for the award of a public contract for:

**Supply of special cables and coaxial cables to the National Centre for Nuclear Research in   
Otwock - Świerk**

Procedure mark: **EZP.270.18.2022**

first name: .........................................................................................................................…

last name: ............................................................................................................................

basis for representation: ............................................................................................................................

acting for and on behalf of the CONTRACTOR

*Attention:*

*if a tender is submitted by entities acting jointly, please provide the following details for all members of the civil partnership or consortium*

name (company): ............................................................................................................................

registered address: ............................................................................................................................

KRS number: ............................................................................................................................

REGON: ............................................................................................................................

NIP: ............................................................................................................................

being a micro enterprise **\***

being a small enterprise **\***

being a medium-sized enterprise **\***

sole trader **\***

being a natural person not exercising an economic activity **\***

other type **\***

*\* please tick/indicate as appropriate*

*The definition of micro, small and medium entrepreneur can be found in Article 7(1)(1), (2) and (3) of the Act of 6 March 2018. Entrepreneurs' Law (i.e. Journal of Laws of 2021, item 162).*

1. **WE SUBMIT A BID** for the execution of the subject matter of the contract as specified in the Terms of Reference for this procedure (SWZ) for **Part ...............\*,** complying with the description of the subject of the contract.  
   *\*) please enter the number of the Part for which the Contractor is submitting a* tender
2. **WE DECLARE** that we have read the Terms of Reference, as well as the explanations and amendments to the Terms of Reference provided by the Contracting Authority and that we are bound by the provisions and rules of procedure defined therein.
3. **WE OFFER to** perform the subject matter of the contract\*:
   1. **Part 1 - delivery of 75 special cables for the total price\*\*: .................................... PLN/EUR/USD  
      (in words: ............................................................. PLN/EUR/USD ),**

**including VAT, in the amount of ............... PLN/EUR/USD (in words: ............ PLN/EUR/USD), *if applicable - see point 5 below;***

* 1. **Part 2 - delivery of coaxial cables type LMR240 /** **or approved substitutes\*\*\*, complying with the requirements of SWZ - Annex 2 to TOM III (OPZ) for total price\*\*: ................................ PLN/EUR/USD, (in words: ....................................................... PLN/EUR/USD),  
     including VAT, in the amount of ............... PLN/EUR/USD (in words: ............ PLN/EUR/USD), *if applicable - see item 5 below;***
  2. **Part 3 - delivery of coaxial cables type LMR240PS /** **or approved substitutes\*\*\*, complying with the requirements of SWZ - Annex 2 to TOM III (OPZ) for total price\*\*: ............................PLN/EUR/USD, (in words: ..................................................... PLN/EUR/USD),   
     including VAT, in the amount of ............... PLN/EUR/USD (in words: ............ PLN/EUR/USD), *if applicable - see item 5 below;***

***\*\*) fill in the total price of the Parts for which the Contractor is submitting a tender***

***\*\*\*) delete as appropriate***

1. **WE DECLARE** that the offered warranty period complies with the requirements of the SWZ.
2. **WE INFORM** that*[[10]](#footnote-10)* :

* the choice of the offer **will not\*** lead to the creation of a tax obligation for the Purchaser**.**
* the selection of the offer **will\*** lead to the creation of a tax obligation for the Contracting Authority with regard to the following goods/services (depending on the subject matter of the contract): .....................................................................................................................................................................................

The value of the goods/services (depending on the subject matter of the contract) causing the tax obligation for the Ordering Party is ........................ PLN/EUR/USD net**.**

To the Contractor's knowledge, the following VAT rate will apply ........................ %.

1. WE INTEND to entrust performance of a part of the contract Part No. ....... to the following subcontractors (specify names of subcontractors, if already known): ...................................................\*
2. **WE DECLARE that the offered delivery time for the** subject matter of the contract\*:
   1. Part 1 - supply of 75 special cables is **..................\* months** from the date of concluding the contract.

*If the delivery period is not stated in the 2.1 - Tender Form (in case the Contractor submits a tender for Lot 1), the Contracting Authority shall consider that the Contractor offers delivery period   
to 7 months, thus awarding 0 points for this criterion.*

* 1. Part 2 - supply of LMR240 type coaxial cables / or approved substitutes\*\*\* **is ................\* weeks** from the date of conclusion of the contract.

*If the delivery time is not stated in the 2.1 - Tender Form (in case the Contractor submits a tender for Part 2), the Contracting Authority shall consider that the Contractor offers delivery time  
to 8 weeks, thus awarding 0 points for this criterion.*

c) Part 3 - supply of coaxial cables type LMR240PS/ or approved substitutes\*\*\* **is ................\* weeks** from the date of concluding the contract.

*If the delivery time is not stated in the 2.1 - Tender Form (in case the Contractor submits a tender for Part 3), the Contracting Authority will assume that the Contractor offers delivery time   
to 8 weeks, thus awarding 0 points for this criterion.*

*\*) please fill in the offered delivery time for the Parts for which the Contractor submits a tender;*

***\*\*\*) delete as appropriate***

1. **WE ACCEPT** the payment conditions specified by the Orderer in the SWZ.
2. **WE ARE** bound by our offer for the period indicated in the SWZ.
3. **WE DECLARE** that the information and documents contained in a separate, appropriately marked and named attachment ..................... *(please specify the name of the attachment)* constitute a company secret within the meaning of the provisions on fighting unfair competition, which we have demonstrated in the attachment to the Offer ............... (*please specify the name of the attachment)* and we reserve the right not to disclose them.
4. **WE DECLARE** that we have got familiar with the Draft Provisions of the Contract specified in the SWZ and we undertake, in case of selection of our offer, to conclude a contract consistent with this offer, under the conditions specified in the SWZ, at the place and time designated by the Contracting Authority.
5. **WE DECLARE** that we have complied with the information obligations provided for in Article 13 or Article 14 of the GDPR[[11]](#footnote-11) towards natural persons from whom we have directly or indirectly obtained personal data in order to apply for the award of a public contract in this procedure, and whose data has been provided to the Awarding Authority in the framework of the contract[[12]](#footnote-12) .
6. **THE CONTACT PERSON for** these proceedings is:

Name: ...............................................................................................................…

tel................................................................................................................…

e-mail: ..................................................................................................................

1. **LIST of attached declarations and documents:** *(list all statements and documents submitted, etc.)*:

..................................................................................................................\* delete as appropriate

*......................................................................................  
(electronic/ trusted/personal signature of authorised person*

*to represent the Contractor)*

**Chapter 3**

**Forms to prove that there are no grounds for excluding the Contractor from the procedure /that the Contractor meets the conditions for participation in the procedure**

**Chapter 3 Form 3.1.**

|  |
| --- |
| **STATEMENT**  **referred to in Article 125(1) of the PPL Act** |

Submitting an offer in the public procurement procedure entitled: **Delivery of special and coaxial cables to the National Centre for Nuclear Research in Otwock - Świerk**

Procedure mark: **EZP.270.18.2022**

I/ME:

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

*(name of person(s) authorised to represent)*

acting for and on behalf of:

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

*(name of the Contractor/Vendor applying jointly for the award of the contract/entity providing the resources)*

* 1. I/we declare that the above-mentioned entity is not subject to exclusion from the proceedings pursuant to Article 108 of the Public Procurement Law (Journal of Laws of 2021, item 1129) and in Article 7.1 of the Act on special solutions to prevent the support of aggression against Ukraine and to protect national security[[13]](#footnote-13) ;
  2. I/we declare that towards the above-mentioned entity the prerequisites for exclusion from the proceedings specified in Article ......... of the PPL Act occur. At the same time I/we declare that in connection with the above circumstance I/we have taken corrective measures referred to in Article 110 of the PPL Act, i.e: ..................................................................................................................;
  3. I/We declare that all information given in the above statement is up-to-date and true and has been provided in full knowledge of the consequences of misleading the Contracting Authority when presenting the information.

*......................................................................................  
(electronic/ trusted/personal signature of authorised person*

*to represent the Contractor)*

1. Act of 11 September 2019. - Public Procurement Law (Journal of Laws of 2021, item 1129 as amended) [↑](#footnote-ref-1)
2. Act of 23 April 1964. - Civil Code (Journal of Laws of 2020, item 1740) [↑](#footnote-ref-2)
3. Act of 11 September 2019. - Public Procurement Law (Journal of Laws of 2021, item 1129 as amended) [↑](#footnote-ref-3)
4. Law of 13 April 2022. - On specific solutions in the field of counteracting the support of aggression against Ukraine and serving the protection of national security (Journal of Laws of 2022, item 835) [↑](#footnote-ref-4)
5. [Personal signature – e-evidence - Gov.pl portal (](https://www.gov.pl/web/e-dowod/podpis-osobisty)www.gov.pl)

   link https://www.gov.pl/web/e-dowod/podpis-osobisty [↑](#footnote-ref-5)
6. [Sign a document electronically with a trusted signature - Portal gov.pl (moj.gov.pl)](https://moj.gov.pl/uslugi/signer/upload?xFormsAppName=SIGNER) link https://moj.gov.pl/uslugi/signer/upload?xFormsAppName=SIGNER [↑](#footnote-ref-6)
7. Act of 16 April 1993. - on counteracting unfair competition (Dz. U. of 2020, item 1913) [↑](#footnote-ref-7)
8. Act of 11 March 2004 on Goods and Services Tax (Journal of Laws of 2020, item 106, as amended) [↑](#footnote-ref-8)
9. Act of 23 November 2012. - Postal Law (Journal of Laws of 2020, item 1041.) [↑](#footnote-ref-9)
10. 10 *applies to Contractors whose tenders will generate the obligation to add VAT to the net tender value, i.e. in the case of:*

    * *intra-Community acquisitions of goods,*
    * *importation of services or goods which imply an obligation for the contracting authority to charge VAT when comparing tender prices.*

    [↑](#footnote-ref-10)
11. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1). [↑](#footnote-ref-11)
12. If the Contractor does not provide personal data other than those directly concerning him or the application of the information obligation is excluded pursuant to Article 13(4) or Article 14(5) of the GDPR the content of the declaration shall not be submitted by the Contractor (delete the content of the declaration e.g. by deleting it). [↑](#footnote-ref-12)
13. Law of 13 April 2022. - On specific solutions in the field of counteracting the support of aggression against Ukraine and serving the protection of national security (Journal of Laws of 2022, item 835) [↑](#footnote-ref-13)