

**BIURO ZAMÓWIEŃ PUBLICZNYCH**

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TERMS OF REFERENCE (ToR)

in public procurement proceedings conducted
in the basic mode for the implementation of a following task:

**Delivery of a evaporator for the production of organic layers in UHV
as part of IDUB, retrofitting scientific and research equipment of FAB****Proceedings no. BZP.2710.50.2023.MG**Annexes to ToR:

Annex No. 1:

Bid form;

Annex No. 2:

Declaration on the lack of grounds for exclusion and on the
fulfilment of the conditions for participation in the proceedings
referred to in Article 125 section 1 of the Public Procurement Law;

Annex No. 3:

Description of the object of the contract;

Annex No. 4:

Draft provisions of the contract with annexes;

Annex No. 5:

Commitment of the entity providing resources;

Annex No. 6:

List of deliveries;

Annex No. 7:

Contractor's declaration on the validity of the information contained
in the declaration referred to in Article 125 section 1 of the Public
Procurement Law;**Approved by:****APPROVED BY:**

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Wrocław, January 2024

I. NAME AND ADDRESS OF THE ORDERING PARTY

1. The Ordering party is:

University of Wrocław
pl. Uniwersytecki 1
50-137 Wrocław
NIP PL: 896-000-54-08, REGON: 000001301
Ordering Party's website: <https://uwr.edu.pl/>

2. Public Procurement Office address:

ul. Kuźnicza 35
50-138 Wrocław

3. The person authorized to communicate with Contractors:

Monika Golińczak
e-mail: monika.golinczak@uwr.edu.pl

The Ordering Party informs that the e-mail address indicated in the notification is used only to send announcements and receive feedback from the Public Procurement Bulletin. This is not an address for communication with Contractors.

phone: +48 71 375 28 22

4. Communication with contractors takes place only through the tender platform (hereinafter referred to as the Platform), at which the proceedings is conducted

https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings

A link to the procedure is also available on the operator's website: platformazakupowa.pl

5. Website of the proceedings:

https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings

Office working hours: 7:30 a.m. – 3:30 p.m. (Monday to Friday, excluding public holidays and holidays at the Ordering Party's).

II. PROCEDURE FOR AWARDING PUBLIC PROCUREMENT

1. The proceedings is conducted in the basic mode, pursuant to **Article 275 point 1** et seq. of the Public Procurement Law dated 11 September 2019 (consolidated text of Journal of Laws of 2023, item 1605, as amended), hereinafter referred to as "PPL", and the implementing acts issued on its basis, in particular the Regulation Minister of Development, Labour and Technology of 23 December 2020 on subjective means of evidence and other documents or declarations that the Ordering Party may request from the contractor (item 2415), hereinafter referred to as the Regulation of the Ministry of Labour and Technology and the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and transmitting information and technical requirements for electronic documents and means of electronic communication in public procurement or competition proceedings (item 2452), hereinafter referred to as the PRM Regulation.
2. The Ordering Party does not provide for the selection of the most preferred bid with the possibility of negotiations.
3. The Ordering Party informs that pursuant to Article 20 section 3 of the PPL, it allows for the submission of bids, declarations or other documents in Polish or English. Due to the above, the Bid on the bid form that constitutes Annex 1 to these Terms of Reference should be submitted in Polish or English, using the forms available on the website of the proceedings in two language versions. Other documents and declarations submitted in the proceedings should be submitted in Polish or English, using Annexes No. 2-3 and 5 and 7 to these Terms of Reference, posted on the website of the proceedings in two language versions. Other subjective means of evidence, objective means of evidence and other documents or declarations that have not been specified above shall be provided in Polish or English.
4. The Ordering Party informs that on the website of the ongoing proceedings, these Terms of Reference together with the annexes are also available in English, in order to enable contractors with their registered office or place of residence outside the Republic of Poland to familiarise themselves with the documentation of these proceedings more easily and to submit a bid together with declarations and other documents.

In case of doubts in the interpretation between the Polish and English language versions, the Polish language version shall prevail. This rule applies to all declarations and documents submitted in these proceedings. The proceedings concerning this contract and the performance of the contract are subject to Polish law.

5. The value of the contract does not exceed the EU threshold referred to in Article 3 PPL.

6. The announcement and Terms of Reference (ToR) will be made available on the following website of the proceedings:

https://platformazakupowa.pl/pn/uniwersytet_wroclawski/proceedings

from the date of publication of the announcement in the Public Procurement Bulletin, at least until the date of award of the contract. Changes and clarifications to the content of the ToR and other procurement documents directly associated with the procurement procedure will also be made available on this website.

7. The Contractor should carefully read these ToR and submit a bid in accordance with its requirements.

8. In matters not regulated by the above Act, the provisions of the Civil Code Act of 23 April 1964, (consolidated text of Journal of Laws of 2023, item 1610, as amended) shall apply.

III. INFORMATION CLAUSE FROM ARTICLE 13 GDPR IN CONNECTION WITH THE CONDUCTED PUBLIC PROCUREMENT PROCEEDINGS.

- Pursuant to Article 13 section 1-2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Regulation on data protection) (OJ EU L 119 of 04/05/2016, p. 1), hereinafter referred to as "GDPR" and Article 19 PPL, the Ordering Party – University of Wrocław – informs that:
- the controller of your personal data is the University of Wrocław, pl. Uniwersytecki 1, 50-137 Wrocław, represented by the Rector;
- the University as the Data Controller decides on the purposes and methods of processing personal data provided in connection with the implementation of public procurement proceedings;
- the Controller has appointed a person acting as the Personal Data Protection Inspector who can be contacted via the email address: iod@uwr.edu.pl;
- Your personal data will be processed pursuant to Article 6 section 1 letter c of the GDPR in order to select a contractor in the public procurement proceedings in question carried out in accordance with the Public Procurement Law and for other purposes specified in the Public Procurement Law;
- the recipients of your personal data will be persons or entities to which the documentation of the procedure will be made available pursuant to Article 18 and Article 74 of the PPL; in addition, personal data may be transferred under the terms of the Access to Public Information Act of 6 September 2001;
- the storage period of your personal data is as follows:
 - in accordance with Article 78 section 1 of the Public Procurement Law, for a period of 4 years from the date of completion of the contract award procedure,
 - if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract;
 - in the case of contracts co-financed from EU funds for the period referred to in Article 125 section 4 letter d in conjunction with Article 140 of Regulation (EU) No. 1303/2013 of the European Parliament and of the Council and resulting from contracts for co-financing of projects financed from EU funds;
 - the storage period also results from the National Archival Resources and Archives Act of 14 July 1983
- the obligation to provide personal data is a statutory requirement resulting from the Public Procurement Law associated with the participation in public procurement proceedings and

is a condition for concluding a public procurement contract; the consequence of failure to provide personal data for processing will be the rejection of the submitted bid

- in relation to your personal data, decisions will not be made in an automated manner, pursuant to Article 22 of the GDPR;
 - Your personal data will be transferred to a third country (outside the EU) / international organization on the terms specified in the Public Procurement Law. You may obtain a copy of personal data transferred to a third country under the terms of the Public Procurement Law;
 - you have:
 - the right to access your personal data pursuant to Article 15 of the GDPR;
 - the right to rectify your personal data pursuant to Article 16 of the GDPR;
 - the right to request the controller to limit the processing of personal data, subject to the cases referred to in Article 18 section 2 of the GDPR pursuant to Article 18 of the GDPR;
 - the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the provisions of the GDPR;
 - if the performance of the obligations referred to in Article 15 section 1-3 of the GDPR would require a disproportionate effort, the Ordering Party may request the data subject to provide additional information to specify the request, in particular to provide the name or date of the public procurement proceedings;
 - submitting a request referred to in Article 18 section 1 of the GDPR, does not limit the processing of personal data to the completion of public procurement proceedings;
 - you do not have:
 - the right to delete personal data in connection with Article 17 section 3 letter b, d or e of the GDPR;
 - the right to transfer personal data referred to in Article 20 of the GDPR;
 - the right to object to the processing of personal data pursuant to Article 21 of the GDPR, because the legal basis for the processing of your personal data is Article 6 section 1 letter c of the GDPR.
2. If such a need arises during the performance of the contract, the Ordering Party will require to sign a personal data entrustment agreement.
 3. The Ordering Party provides personal data referred to in Article 10 of the GDPR in order to enable the use of legal remedies referred to in Section IX of the Public Procurement Law, until the deadline for submitting them expires;
 4. In the event that a request regarding the right referred to in Article 18 section 1 of the GDPR, will limit the processing of personal data contained in the procedure protocol or annexes to this protocol, the Ordering Party does not provide this data from the date of completion of the contract award procedure, unless the conditions referred to in Article 18 section 2 of the GDPR are fulfilled;
 5. The disclosure applies to all personal data, except for the data referred to in Article 9 section 1 of the GDPR, collected during the procurement procedure;
 6. If the person whose personal data is processed by the Ordering Party exercises the rights referred to in Article 15 section 1-3 of the GDPR, the Ordering Party may ask the person submitting the request to provide additional information to specify the name or date of the completed contract award procedure;
 7. The exercise of the right to rectify or supplement personal data referred to in Article 16 of the GDPR by the person whose personal data is processed, may not violate the integrity of the procedure report and its annexes;
 8. In the case of personal data included by the ordering party in the Public Procurement Bulletin, the rights referred to in Article 15 and Article 16 of the GDPR, are exercised by way of a request addressed to the Ordering Party.

IV. THE SUBJECT OF THE ORDER

1. Order type: **delivery**.

2. The subject of the order is **the delivery of a evaporator for the production of organic layers in UHV as part of IDUB, retrofitting the FAB scientific and research equipment.**
3. The device is purchased from the funds of the project implemented by the University of Wroclaw within the framework of the program i.e. "Excellence Initiative-Research University."
4. A detailed description of the contract can be found in **Annex No. 3 to the ToR**, i.e. the Description of the object of the contract – technical specification – minimum requirements.
5. The detailed scope of obligations to perform the object of the contract is included in the contract template (which constitutes the draft provisions of the contract within the meaning of Article 281(1)(7) of the Public Procurement Law, constituting **Annex No. 4 to the ToR** with an annex (delivery and acceptance protocol).
6. The contract must be performed with due care and in accordance with all the requirements contained in the ToR with annexes and any Information for Contractors.
The contractor shall complete the object of the contract in accordance with the requirements of the Ordering Party.
7. The bid must be clear and comprehensive, i.e. it must cover the entire range of the object of the contract. The Contractor is obliged to submit a bid whose content will allow the Ordering Party to verify the bid in terms of its compliance with the content of the ToR. The content of the Contractor's bid must correspond to the content of the specifications of the contract terms. Therefore, **the Contractor is obliged to clearly define the offered devices in Annex No. 3 to the ToR – Description of the object of the contract – technical specification – minimum requirements, in accordance with the Ordering Party's instructions**, characterizing them by appropriate indication (**according to the detailed requirement set by the Ordering Party – "Offered by the Contractor" column**) features necessary to clearly identify it, as well as to indicate the offered parameters and demonstrate that the device offered by the Contractor meets the requirements specified by the Ordering Party by precise and unambiguous indication of the offered technical parameters or confirmation of the offered parameters – in accordance with **Annex No. 3 to the ToR – Description of the object of the contract – technical specification – minimum requirements. In addition, the Contractor** must indicate **the manufacturer's name and device type/model in the Bid Form constituting Annex No. 1 to the ToR.**
8. The object of the contract must be brand new (unused), undamaged, not for exhibition, have no physical or legal defects and cannot be subject to the rights of third parties and must be admitted to trading in the territory of the European Union, meet all applicable legal safety standards of the European Union (CE certificate), and all services should be performed with care, taking into account the professional nature of the Contractor's business.
9. The Contractor is responsible for ensuring that the delivered equipment is ready for operation, i.e. complete with all components, parts and materials necessary for startup and use, and after startup, ready for operation as intended, without additional investment purchases on the part of the Ordering Party.
10. **Place of delivery:** Pl. Maksa Born 9, 50-204 Wroclaw.
11. Designation of the subject of the order according to CPV codes:

CPV code	Description
38540000-2	Research and measurement machines and equipment

12. In the procedure in question, the Ordering Party **does not allow** for the submission of partial bids. The contract is awarded in parts, each of which is the subject of a separate procedure.
13. The contractor **may entrust the performance of a part of the contract to a subcontractor.**
 - 13.1. The Ordering Party requests the Contractor to specify in the bid the part of the contract that will be performed by subcontractors and provide the names of subcontractors, if they are already known;

- 13.2. Entrusting the performance of part of the contract to subcontractors does not release the Contractor from responsibility for the proper performance of the contract.
- 13.3. (if applicable) If the change or resignation from the subcontractor concerns the entity whose resources the contractor relied on, in accordance with the principles set out in Article 118 section 1, in order to demonstrate compliance with the conditions for participation in the procedure, the contractor is obliged to demonstrate to the Ordering Party that another proposed subcontractor or contractor itself meets them to an extent no less than the subcontractor whose resources the contractor referred to during the contract award procedure. The provision of Article 122 of the Public Procurement Law shall apply.
- 13.4. The Contractor's obligations towards subcontractors are regulated in the draft provisions of the contract constituting Annex No. 4 to the ToR.
14. The Ordering Party **does not provide for** the submission of variant bids.
15. The Ordering Party **does not provide for** employing persons referred to in Article 96 section 2 point 2 of the Public Procurement Law.
16. The Ordering Party **does not provide for** the right to participate in the proceedings by Contractors referred to in Article 94 of the PPL.
17. The Ordering Party does not envisage awarding contracts referred to in Article 305 point 1 in conjunction with Article 214 section 1 point 8 of the Public Procurement Law.
18. The Ordering Party **does not provide for advance payments** for the performance of the contract.
19. The Ordering Party **does not provide for** option rights.
20. The Ordering Party **does not provide for** reimbursement of the costs of the procedure, except for Article 261 of the PPL.
21. The Ordering Party **does not provide for** the obligation for the Contractor to personally perform key parts of the contract in accordance with Article 121 of the PPL.
22. The Ordering Party **does not provide for** concluding a framework agreement.
23. The Ordering Party **does not provide for** the use of an electronic auction.
24. The ordering party **did not conduct** preliminary market consultations before initiating the proceedings.
25. The Ordering Party **does not provide for** the possibility of submitting a bid in the form of electronic catalogues.
26. The Ordering party **does not provide for** an on-site inspection.
27. The Ordering Party **does not plan** to convene a meeting of Contractors.
28. **Warranty:**
 - 28.1. Details regarding the warranty are specified in the draft provisions of the contract, which constitute **Annex No. 4 to the ToR**.
 - 28.2. The Ordering Party requires the Contractor to provide **a minimum 12-month warranty period for the entire object of the contract**.
 - 28.3. The warranty period will be assessed in the bid evaluation criterion under the conditions specified in Chapter XIV of the ToR.
 - 28.4. The warranty period is counted from the date the Parties sign the delivery and acceptance protocol.

V. CONTRACT COMPLETION DEADLINE

1. Contract completion date: up to **4 months** from the date of conclusion of the contract.
2. The delivery date is counted from the date of conclusion of the contract until acceptance approved by the Parties in the delivery and acceptance protocol.
3. Details regarding the deadline and conditions for the implementation of the subject of the order are included in the draft provisions of the contract, constituting **Annex No. 4 to the ToR**.

VI. CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS AND GROUNDS FOR EXCLUSION

1. The Contractors may submit a bid if they:

1.1. are not excluded:

1.1.1. The Contractor is excluded from the contract award procedure pursuant to Article 108 section 1 of the PPL if:

- 1) the Contractor, who is a natural person, has been finally convicted of an offense:
 - a. participation in an organized criminal group or association aimed at committing a crime or a fiscal offense referred to in Article 258 of the Penal Code,
 - b. trafficking in human beings referred to in Article 189a of the Penal Code,
 - c. referred to in Article 228–230a, Article 250a of the Penal Code or in Article 46–48 of the Sport Act of 25 June 2010 or in Article 54 section 1–4 of the Act of 12 May 2011 on the reimbursement of medicines, foodstuffs for particular nutritional uses and medical devices,
 - d. financing a crime of a terrorist nature referred to in Article 165a of the Penal Code, or the crime of preventing or hindering the determination of the criminal origin of money or concealing its origin, referred to in Article 299 of the Penal Code,
 - e. of a terrorist nature referred to in Article 115 § 20 of the Penal Code, or intended to commit this crime,
 - f. entrusting work to a minor foreigner referred to in Article 9 section 2 of the Act of June 15, 2012 on the consequences of entrusting work to foreigners staying in the territory of the Republic of Poland contrary to the regulations (Journal of Laws of 2021, item 1745),
 - g. against economic transactions, referred to in Article 296–307 of the Penal Code, the crime of fraud referred to in Article 286 of the Penal Code, crime against the reliability of documents referred to in Article 270–277d of the Penal Code, or a fiscal offence,
 - h. referred to in Article 9 section 1 and 3 or Article 10 of the Act of 15 June 2012 on the consequences of entrusting work to foreigners staying in the territory of the Republic of Poland contrary to the regulations
– or for an appropriate prohibited act specified in the provisions of foreign law;
- 2) if an incumbent member of its management or supervisory body, a partner in a general partnership or professional partnership, or a general partner in a limited partnership or limited joint-stock partnership, or a commercial proxy has been finally convicted of the offense referred to in point 1;
- 3) against whom a final court judgment or final administrative decision has been issued regarding being in arrears with the payment of taxes, fees or social security or health insurance contributions, unless the Contractor has made the payments on account of taxes, fees or social security or health insurance contributions together with interest or fines or has entered into a binding agreement on the repayment of these liabilities before the deadline for submitting applications to participate in the proceedings or before the deadline for submitting bids;
- 4) who has been legally prohibited from applying for public procurement contracts;
- 5) if the Ordering Party can state, on the basis of reliable premises, that the Contractor has concluded an agreement with other contractors aimed at distorting competition, in particular if, being members of the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection, they have submitted separate bids, partial bids or requests to participate in the proceedings, unless they prove that they prepared these bids or applications independently of each other;
- 6) if, in the cases referred to in Article 85 section 1, there has been a distortion of competition resulting from the previous involvement of the contractor or an entity that belongs to the same capital group with the contractor within the meaning of the Act of 16 February 2007 on competition and consumer protection, unless the distortion of competition caused by this can be eliminated

in other way than by excluding the economic operator from participating in the contract award procedure.

1.1.2. Moreover, the Ordering Party will exclude from the contract award procedure the Contractor who meets the conditions specified in Article 109 section 1 points 4, 7, 8 and 10, i.e.:

- 1) in relation to whom liquidation has been opened, bankruptcy has been declared, whose assets are managed by a liquidator or a court, who has entered into an arrangement with creditors, whose business activity is suspended or is in another similar situation resulting from a similar procedure provided for in the regulations of the place where this procedure is initiated,
- 2) who, for reasons attributable to them, to a significant extent failed to perform or improperly performed or for a long time improperly performed a significant obligation arising from a previous public procurement contract or concession contract, which led to termination or withdrawal from the contract, compensation, substitute performance or exercising rights under the warranty for defects;
- 3) who, as a result of intentional action or gross negligence, misled the Ordering Party when presenting information that they were not subject to exclusion, met the conditions for participation in the procedure or selection criteria, which could have had a significant impact on the decisions made by the Ordering Party in the contract award procedure, or who concealed this information or is unable to provide the required subjective means of evidence;
- 4) who, as a result of recklessness or negligence, presented misleading information, which could have had a significant impact on the decisions made by the Ordering Party in the contract award procedure.

1.1.3. The Ordering Party will exclude from the contract award procedure the Contractor who meets the conditions specified in Article 7 point 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security (Journal of Laws of 2023, item 1497), i.e.:

- 1) a contractor and a competition participant included in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list on the basis of the decision on entry on the list deciding on the application of the measure referred to in Article 1 point 3 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for protecting national security;
- 2) contractor and competition participant, whose real beneficiary within the meaning of the Counteracting Money Laundering and Terrorism Financing Act of 1 March 2018 (Journal of Laws of 2023, item 1124) is a person included in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a beneficial owner as of 24 February 2022, provided that it was entered on the list on the basis of a decision on entry on the list deciding on the application of the measure referred to in Article 1 point 3 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for protecting national security;
- 3) the contractor and the competition participant whose parent entity within the meaning of Article 3 section 1 point 37 of the Accounting Act of 29 September 1994 (Journal of Laws of 2023, item 120, as amended) is an entity included in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a parent entity from 24 February 2022, provided that it was entered on the list on the basis of the decision on entry on the list deciding on the application of the measure referred to in Article 1 point 3 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security.

- 1.1.4. The contractor may be excluded by the Ordering Party at any stage of the proceedings. The exclusion of the Contractor takes place in accordance with Article 111 of the Public Procurement Law, subject to Article 109 section 3 and Article 110 section 2 and 3 of the Public Procurement Law.
- 1.1.5. The exclusion referred to in point 1.1.3 is valid for the duration of the circumstances specified in Article 7 section 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security.
- 1.1.6. In the case of a contractor or competition participant excluded under Article 7 section 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security, the Ordering Party rejects the application to participate in the public procurement proceedings or the bid of such a contractor or competition participant, and does not invite him to submit a bid, a preliminary bid, negotiable bid, additional bid, bid or final bid, does not invite him to negotiations or dialogue, and does not conduct negotiations or dialogue with such contractor, rejects an application to participate in the competition, does not invite him to submit a competition entry or does not evaluate the competition entry, in accordance with the procedure used to award the public contract and the stage of the public procurement proceedings.
- 1.1.7. A person or entity subject to exclusion pursuant to Article 7 section 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security, who, during the period of this exclusion, apply for the award of a public contract or admission to participate in a competition or take part in a public procurement proceedings or in the competition, is subject to a financial penalty.
- 1.1.8. The financial penalty referred to in point 1.1.7 above is imposed by the President of the Public Procurement Office, by way of a decision, in the amount of up to PLN 20,000,000.
- 1.1.9. If the Contractor relies on the capabilities or situation of entities providing resources, the Ordering Party will examine whether there are any grounds for excluding this entity, which were provided in respect of the Contractor.
- 1.1.10. In the event of a joint application of Contractors for the award of a contract, the Ordering Party will examine whether there are any grounds for exclusion against each of these Contractors.
- 1.1.11. The Ordering Party will examine whether there are any grounds for exclusion referred to in Article 7 section 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security based on the lists indicated in this provision and based on the Contractor's declaration.

1.2. meet the conditions for participation in the proceedings regarding:

1.2.1. ability to participate in business transactions

The Ordering Party **does not impose any conditions** in this respect.

1.2.2. authorizations to conduct specific business or professional activities, provided that this results from separate regulations:

The Ordering Party **does not impose any conditions** in this respect.

1.2.3. economic or financial situation:

The Ordering Party **does not impose any conditions** in this respect.

1.2.4. technical or professional capacity:

- 1. The Ordering Party will consider the condition to be met if the Contractor proves that in the last 3 years before the deadline for submitting bids, and if the period of running the business is shorter – during this period, it duly performed at least one delivery of a device for producing organic layers in UHV with delivery value of at least PLN 90,000 gross.**

Key:

The period expressed in years referred to in section 1.2.4.1 above, is counted backwards from the date on which the deadline for submitting bids expires.

One delivery means a delivery made under one contract.

To convert values in currencies other than PLN, the Ordering Party will use the average exchange rate of the National Bank of Poland (NBP) as the conversion rate from the date of publication of the contract notice in the Public Procurement Bulletin, with the average exchange rates available at the following Internet address: <http://www.nbp.pl/home.aspx?f=/Kursy/kursy.html>

2. In the case of Contractors jointly applying for the award of this contract by two or more Contractors, the Ordering Party will consider the condition specified in point 1.2.4.1 to be met if at least one of the Contractors independently meets the required condition.
3. Pursuant to Article 116 section 1 of the Public Procurement Law, when assessing the technical or professional capacity, the Ordering Party may, at any stage of the proceedings, consider that the Contractor does not have the required capabilities, if the Contractor's conflicting interests, in particular the involvement of the Contractor's technical or professional resources in other business ventures of the Contractor, may have a negative impact on the performance of the contract.
4. In order to confirm the compliance with the conditions, in appropriate situations and in relation to a specific contract or part thereof, the contractor may rely on the technical or professional capabilities or the financial or economic situation of other entities providing resources, regardless of the legal nature of the Ordering Party's legal relations with them.
 - 4.1. In such a case, the entity providing the resources may fulfil the condition set out in point 1.2.4.1 above itself.
 - 4.2. With respect to conditions regarding education, professional qualifications or experience, Contractors may rely on the capabilities of entities providing resources if these entities perform the services for which these capabilities are required.
5. The Ordering Party assesses whether the technical or professional capabilities made available to the Contractor by entities providing resources, or their financial or economic situation, allow the Contractor to demonstrate compliance with the conditions for participation in the proceedings referred to in point 1.2.4 of the Public Procurement Law, and also examines whether there are any grounds for exclusion with respect to this entity, which were provided for with respect to the Contractor (in accordance with the catalogue of documents and declarations referred to in Chapter VII of the ToR regarding the grounds for exclusion).
6. If the technical or professional capabilities, economic or financial situation of the entity providing resources do not confirm that the Contractor meets the conditions for participation in the procedure or there are grounds for exclusion of this entity, the ordering party requests that the Contractor replace this entity with another entity or entities or demonstrate, within the deadline specified by the ordering party, that it independently meets the conditions for participation in the proceedings.
7. After the deadline for submitting applications to participate in the proceedings or bids, the Contractor may not rely on the capabilities or situation of entities providing resources if, at the stage of submitting applications to participate in the procedure or bids, it did not rely on the capabilities or situation of entities providing resources.

VII. LIST OF SUBJECTIVE MEANS OF EVIDENCE AND OTHER DOCUMENTS OR DECLARATIONS SUBMITTED IN THE PROCEEDINGS THAT CONFIRM MEETING THE CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS AND THE LACK OF GROUNDS FOR EXCLUSION

I. DECLARATIONS AND SUBJECTIVE MEANS OF EVIDENCE SUBMITTED WITH THE BID

1. Each Contractor attaches to the bid **the declaration referred to in Article 125 section 1 of the PPL on not being subject to exclusion, meeting the conditions for**

participation in the proceedings, to the extent indicated by the Ordering Party – Annex No. 2 to the ToR. This declaration constitutes evidence confirming the lack of grounds for exclusion and the fulfilment of the conditions for participation in the proceedings, as at the date of submission of bids, temporarily replacing the subjective means of evidence required by the Ordering Party.

2. In the event of a joint application for the order by Contractors, the declaration referred to above is submitted by each Contractor. These declarations confirm the lack of grounds for exclusion and the fulfilment of the conditions for participation in the proceedings to the extent that each of the Contractors demonstrates the fulfilment of the conditions for participation in the proceedings.
3. The Contractor, in case of relying on the capabilities or situation of entities providing resources, presents, together with the declaration referred to in section 1 above, also a declaration of the entity providing the resources, confirming the lack of grounds for exclusion of this entity and the fulfilment of the conditions for participation in the proceedings, to the extent that the Contractor relies on its resources.
4. (if applicable) The Contractor who relies on the capabilities or situation of entities providing resources, submits, along with the bid, an obligation of the entity providing resources to provide it with the necessary resources for the implementation of a given contract or other subjective means of evidence confirming that the Contractor, when performing the contract, will have at its disposal necessary resources of these entities. The obligation of the entity providing resources confirms that the relationship between the Contractor and the entities providing resources guarantees actual access to these resources and specifies in particular:
 - 1) the scope of resources of the entity providing the resources available to the Contractor;
 - 2) the manner and period of making available to the Contractor and using the resources of the entity providing these resources during the performance of the contract;
 - 3) whether and to what extent the entity providing resources, on whose capabilities the Contractor relies in relation to the conditions of participation in the proceedings regarding education, professional qualifications or experience, will carry out construction works or services to which the indicated capabilities apply.

The template of the commitment provided by the entity providing resources is included as Annex No. 5 to the ToR.

II. SUBJECTIVE MEANS OF EVIDENCE SUBMITTED AT THE CONTRACTING PARTY'S REQUEST

1. The Ordering Party will request the Contractor, whose bid was rated the highest, to submit within the specified deadline, **not shorter than 5 days from the date of request**, subjective means of evidence, valid on the date of their submission:
 - 1.1. confirming the lack of grounds for excluding the Contractor from participation in the public procurement proceedings:
 - 1.1.1. **the Contractor's declaration about the validity of the information contained in the declaration referred to in Article 125 section 1 of the Public Procurement Law**, regarding the grounds for exclusion from the procedure indicated by the Ordering Party in terms of the grounds referred to in Article 108 section 1 and 109 section 1 point 7, 8 and 10 of the Public Procurement Law. The declaration template is attached as Annex 8 to the ToR;
 - 1.1.2. **a copy or information from the National Court Register or the Central Registration and Information on Economic Activity**, within the scope of Article 109 section 1 point 4 of the Public Procurement Law, prepared no earlier than 3 months before its submission, if separate provisions require entry in the register or records, as well as within the scope of Article 7 section 1 of the Sanctions Act.
 - 1.2. confirming that the Contractor meets the conditions for participation in the procedure regarding technical and professional capacity:
 - 1.2.1. **a list of deliveries** performed, and in the case of repeated or continuous services also the deliveries being performed, during the last 3 years, and if the period of

running the business is shorter – during this period, along with their value, subject matter, dates of performance and entities for which the services were provided or are being provided and attaching evidence specifying whether these services have been provided or are being provided properly, the evidence in question may include references or other documents prepared by the entity for which the services have been or are being provided, and if the Contractor for reasons beyond their control is unable to obtain these documents – declaration of the Contractor; in the case of repeated or continuous services that are still being provided, references or other documents confirming their proper provision should be issued within the last 3 months;

If the contractor refers to experience in the implementation of deliveries performed jointly with other contractors, the list applies to deliveries in which the contractor directly participated;

The template of the list is **Annex No. 6 to the ToR.**

2. The Ordering Party requests from the Contractor, who relies on the technical or professional abilities or the financial or economic situation of entities providing resources under the principles specified in Article 118 of the Public Procurement Law, to present the subjective means of evidence referred to in point II 1.1 above with respect to these entities, confirming that there are no grounds for excluding these entities from the procedure.
3. If a bid is submitted by Contractors jointly applying for the award of a contract, each Contractor shall submit the subjective means of evidence referred to in point II. 1.1, with respect to each of them, confirming that there are no grounds for exclusion from the proceedings.
4. If the Contractor has its registered office or place of residence outside the Republic of Poland, instead of the document referred to in point II. 1.1.2, they shall submit a document or documents issued in the country where the Contractor has its registered office or place of residence, confirming, respectively, that their liquidation has not been initiated, bankruptcy has not been declared, their assets are not managed by a liquidator or a court, they have not concluded an arrangement with creditors, their business activity is not suspended or any other similar situation resulting from a similar procedure under the law of the place where that procedure was initiated. The documents should be issued no earlier than 3 months before their submission.
5. If the documents referred to in point 4 are not issued in the country where the Contractor has its registered office or place of residence or the person whom the document concerns has place of residence, the documents shall be replaced in whole or in part by a document containing the Contractor's declaration, respectively, with an indication of the person or persons authorized to represent them, or a declaration of the person to whom the document was to concern, made under oath, or, if in the country where the Contractor has their registered office or place of residence or the person whom the document was to concern has their place of residence, there are no provisions on declarations under oath, the declaration shall be submitted before a judicial or administrative body, a notary, a professional or economic self-government body competent for the registered office or place of residence of the Contractor or the place of residence of the person to whom the document was to concern. The documents should be issued no earlier than 3 months before their submission.
6. To entities providing resources under the terms specified in Article 118 of the Public Procurement Law with their registered office or place of residence outside the territory of the Republic of Poland, points 4-5 shall apply accordingly.
7. The Ordering Party does not require subjective means of evidence from a subcontractor who is not an entity providing resources under the principles specified in Article 118 of the Public Procurement Law.

III. OBJECTIVE MEANS OF EVIDENCE SUBMITTED WITH THE BID:

The Ordering Party requests the submission of the following evidence **together with the bid**, referred to in Article 106 section 1 of the Public Procurement Law, confirming that the offered deliveries meet the requirements specified by the Ordering Party:

- 1) **document entitled: "Description of the object of the contract – technical specification – minimum requirements"** – constituting Annex No. 3 to the ToR. The Contractor is obliged to complete and sign Annex No. 3 to the ToR, i.e.: **"Description of the object of the contract – technical specification – minimum requirements"**, in addition, the Contractor is obliged to indicate the manufacturer and type/model of the offered object of the contract in **Annex No. 1** to the ToR constituting the bid form.
The Ordering Party accepts equivalent objective means of evidence if they confirm that the offered deliveries meet the requirements, features or criteria specified by the Ordering Party.
- 2) In cases where the description of the object of the contract indicates trademarks, patents or origin, sources or a specific process that characterizes the products supplied by a specific Contractor, this means that the Ordering Party cannot describe the object of the contract in a sufficiently precise and understandable way. In such situations, any reference to trademarks, patents, origin, source or specific process should be read with the words "or equivalent". If the Ordering Party indicates brands or trade names, it determines the class of the product that is the object of the contract and serves to establish a standard, and does not indicate a specific product or manufacturer. The Ordering Party indicates the criteria used to assess equivalence:
 - the Ordering Party will consider equipment that meets the minimum quality, operational and technical requirements corresponding to the requirements indicated by the Ordering Party in the description of the object of the contract to be equivalent equipment. This means that an equivalent product must have parameters not worse than those indicated by the Ordering Party, i.e. at least at the level required by the Ordering Party. All costs and activities related to confirming that the equivalent bid meets quality parameters are the responsibility of the Contractor.
- 3) In the event of offering a product with a name other than that required by the Ordering Party, the Contractor is obliged to demonstrate in the bid that the deliveries offered by them meet the requirements specified by the Ordering Party by providing, respectively, in **Annex No. 3** to the ToR, the features clearly indicating that the offered product is equivalent to the one indicated in the Description of the object of the contract and attach to the bid in particular the evidence referred to in Article 104-107 of the Public Procurement Law, proving that the proposed solutions equally meet the requirements specified in the description of the object of the contract.
In particular, as a means of evidence, the Ordering Party requests a detailed technical specification from the manufacturer of the device confirming that the offered equivalent product has parameters at least at the level required by the Ordering Party. These documents are to be described in a way that leaves no doubt as to what equipment/component they are dedicated to.
- 4) In situations where the Ordering Party describes the object of the contract by referring to standards, technical assessments, technical specifications and technical reference systems referred to in Article 101 section 1 point 2 and section 3 of the Public Procurement Law, the Ordering Party allows solutions equivalent to those described. The Contractor who offers solutions equivalent to the indicated standards is obliged to demonstrate in the bid that the delivery offered by the Contractor meets the requirements specified by the Ordering Party by indicating in the Bid Form a standard equivalent to the offered product and attaching to the bid in particular the evidence referred to in Article 104-107 of the Public Procurement Law, proving that the proposed solutions to the standards equally meet the requirements specified in the description of the object of the contract. In particular, as evidence, the Ordering Party requests certificates issued by units performing conformity assessment activities, including tests, certificates and accredited inspections in accordance with Regulation (EC) No. 765/2008 of the European Parliament and of the Council of 9 July 2008 or reports on tests carried out by these entities. The presented Certificates are to be issued by an independent research and certification body accredited by a national certification centre – in the case of Poland, it is the Polish Centre for Accreditation (PCA).

The Ordering Party will accept certificates issued by other equivalent conformity assessment bodies.

These documents are to be described in a way that leaves no doubt as to what equipment/component they are dedicated to.

- 5) The Ordering Party accepts appropriate objective means of evidence other than those referred to in point 4) above, in particular the manufacturer's technical documentation, if a given Contractor does not have access to the certificates or test reports referred to in point 4) above, nor the possibility of obtaining them in due time, unless this lack of access cannot be attributed to a given Contractor, and provided that a given Contractor proves that the deliveries performed by them meet the requirements, features specified in the description of the object of the contract or requirements associated with the performance of the contract.
- 6) If the Contractor has not submitted the objective means of evidence or the evidence submitted is incomplete (including the evidence proving that the proposed solutions equally meet the requirements specified in the description of the object of the contract), the Ordering Party will request their submission, pursuant to Article 107 section 2 of the Public Procurement Law.
- 7) It is allowed to submit the objective means of evidence in English.

IV. **THE FORM OF SUBJECTIVE AND OBJECTIVE MEANS OF EVIDENCE AND OTHER DOCUMENTS OR DECLARATIONS SUBMITTED IN THE PROCEEDINGS.**

1. The Ordering Party does not request the submission of subjective means of evidence if it can be obtained using free and publicly available databases, in particular public registers within the meaning of the Act of February 17, 2005 on the computerization of the activities of entities performing public tasks, unless the Contractor has indicated the data enabling access to these funds in the declaration referred to in Article 125 section 1 of the Public Procurement Law.
2. The Contractor is not obliged to submit subjective means of evidence that the Ordering Party has if the Contractor indicates these means and confirms their correctness and validity.
3. Bids and declarations referred to in Article 125 section 1 of the Public Procurement Law, objective means of evidence, including the declaration referred to in Article 117 section 4 of the Public Procurement Law, and the obligation of the entity providing resources referred to in Article 118 section 3 of the Public Procurement Law, objective means of evidence, the power of attorney, shall be prepared in electronic form, in the data formats specified in the regulations issued pursuant to Article 18 of the Act of 17 February 2005 on the computerization of the activities of entities performing public tasks (consolidated text of Journal of Laws of 2023, item 57, as amended), taking into account the type of data transferred.
4. Bids, declaration referred to in Article 125 section 1 of the Public Procurement Law, shall be submitted, under pain of nullity, **in electronic form (with a qualified electronic signature) or in electronic form with a trusted signature or personal signature.**
5. The method of preparing electronic documents, declarations or electronic copies of documents or declarations must be consistent with the requirements specified in the Regulation of the Prime Minister of 31 December 2020 *on the method of preparing and transmitting information and technical requirements for electronic documents and means of electronic communication in proceedings for awarding a public contract or competition.*
6. In the event that the subjective means of evidence, the objective means of evidence, other documents or documents confirming the authorization to represent the Contractor, Contractors jointly applying for the award of a public contract, or the entity providing resources under the principles specified in Article 118 of the Public Procurement Law or a subcontractor who is not an entity providing resources on such terms, hereinafter referred to as "documents confirming the authorization to represent the entity", are issued as an electronic document by authorized entities other than the Contractor, the Contractor jointly

applying for the award of a contract, an entity providing resources or a subcontractor, hereinafter referred to as "authorized entities", this document is transmitted.

7. If the subjective means of evidence, the objective means of evidence, other documents, or documents confirming the authorization to represent, have been issued by authorized entities as a document in paper form, a digital reproduction of this document **bearing a qualified electronic signature, trusted signature or personal signature shall be provided**, certifying compliance of the digital reproduction with the paper document.
8. Certification of compliance of the digital reproduction with the paper document referred to in point 9 is made in the case of:
 - 10.1. subjective means of evidence and documents confirming the authorization to represent – respectively, the Contractor, the Contractor jointly applying for the contract, the entity providing resources or a subcontractor, with regard to subjective means of evidence or documents confirming the authorization to represent, which concern each of them;
 - 10.2. objective means of evidence – the Contractor or the Contractor jointly applying for the contract, respectively;
 - 10.3. other documents – the Contractor or the Contractor jointly applying for the contract, respectively, with regard to relating to each of them.
9. Subjective means of evidence, including the declaration referred to in Article 117 section 4 of the Public Procurement Law, as well as the obligation of the entity providing the resources, objective means of evidence not issued by authorized entities, and the power of attorney shall be transmitted in electronic form and shall be affixed with a **qualified electronic signature, trusted signature or personal signature**.
10. If the subjective means of evidence, including the declaration referred to in Article 117 section 4 of the Public Procurement Law, and the obligation of the entity providing the resources, the objective means of evidence not issued by authorized entities or a power of attorney, has been prepared as a document in paper form and bearing a handwritten signature, a digital reproduction of this document with a **qualified electronic signature, trusted signature or personal signature** certifying compliance of the digital reproduction with the paper document shall be provided.
11. Certification of compliance of the digital reproduction with the paper document referred to in point 12, is made in the case of:
 - 13.1. subjective means of evidence – the Contractor, the Contractor jointly applying for the contract, the entity providing resources or a subcontractor, respectively, with regard to subjective means of evidence that concern each of them;
 - 13.2. objective means of evidence, the declaration referred to in Article 117 section 4 of the Act, or the obligation of the entity providing resources – the Contractor or the Contractor jointly applying for the contract, respectively;
 - 13.3. powers of attorney – principal.
12. Certification of compliance of the digital reproduction with the paper document referred to in point 10 and 13, may also be issued by a notary.
13. Digital reproduction referred to in point 9-10 and 12-14 should be understood as an electronic document which is an electronic copy of the content saved in paper form, enabling reading and understanding this content, without the need for direct access to the original.
14. In the case of submitting an electronic document in a format subject to data compression in the proceedings or competition, affixing a file containing compressed documents with a **qualified electronic signature, trusted signature or personal signature** is tantamount to affixing all documents contained in this file with an appropriately qualified electronic signature, trusted signature or personal signature.
15. Pursuant to Article 128 point 1 of the Public Procurement Law, if the Contractor has not submitted the declaration referred to in Article 125 section 1 of the Public Procurement Law, subjective evidence, other documents or declarations submitted in the proceedings or are incomplete or contain errors, the Ordering Party shall request the Contractor to submit, correct or supplement them within the prescribed deadline, unless:

- 17.1. the Contractor's bid is subject to rejection regardless of their submission, supplementation or correction or
- 17.2. there are grounds for invalidating the proceedings.
- 16. The contractor submits subjective evidence upon the request referred to in point II, valid on the date of its submission.
- 17. The Ordering Party may request explanations from the Contractors regarding the content of the declaration referred to in Article 125 section 1 of the Public Procurement Law, or subjective evidence or other documents or declarations submitted in the proceedings.
- 18. If the declaration submitted by the Contractor referred to in Article 125 section 1 of the Public Procurement Law, or the subjective evidence raises the Ordering Party's doubts, the Ordering Party may ask directly the entity that is in the possession of information or documents relevant in this respect to present such information or documents in order to verify whether the Contractor fulfils the conditions for participation in the proceedings, meets selection criteria or there are no grounds for exclusion.
- 19. Electronic documents in the proceedings or competition meet all of the following requirements if they:
 - 21.1 are recorded in a way that allows to read, save or copy them multiple times, as well as to transmit them using electronic means of communication or on a computer data carrier;
 - 21.2 enable to present their content in electronic form, in particular by displaying this content on a screen monitor;
 - 21.3 enable to present their content in paper form, in particular by means of printout;
 - 21.4 contain data in a layout that leaves no doubt as to the content and context of the recorded information.

VIII. INFORMATION ON THE METHOD OF COMMUNICATION WITH CONTRACTORS AND TRANSMITTING DECLARATIONS OR DOCUMENTS, INCLUDING THE SUBJECTIVE MEANS OF EVIDENCE

1. General information.

- 1.1. In the contract award proceedings, electronic communication between the Ordering Party and the Contractors takes place using electronic means of communication Tender Platform (hereinafter referred to as the "Platform") at: https://platformzakupowa.pl/pn/universytet_wroclawski/proceedings, in the line marked with the title and reference number of these proceedings.
- 1.2. The technical and organizational requirements for sending and receiving electronic documents, electronic copies of documents and declarations, and information transmitted using them are described in the User Instructions available at: <https://platformzakupowa.pl/strona/1-regulamin>
- 1.3. The Ordering Party, in accordance with the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and transmitting information and technical requirements for electronic documents and means of electronic communication in public procurement or competition proceedings (Journal of Laws of 2020, item 2452), specifies the necessary hardware and application requirements enabling work on the Platform, i.e.:
 - a) permanent access to the Internet with a guaranteed bandwidth of not less than 512 kb/s,
 - b) PC or MAC computer with the following configuration: memory min. 2 GB Ram, Intel IV 2 GHZ processor or its newer version, one of the operating systems – MS Windows 7, Mac Os x 10 4, Linux, or their newer versions,
 - c) any web browser other than Internet Explorer installed,
 - d) JavaScript support enabled,
 - e) installed Adobe Acrobat Reader or another program that supports the .pdf file format,
- 1.4. Encryption on platformzakupowa.pl is performed using the TLS 1.3 protocol.

- 1.5. The designation of the time of data receipt by the tender platform constitutes the date and exact time (hh:mm:ss) generated in accordance with the local server time synchronized with the clock of the Central Office of Measures.
- 1.6. By entering into this public procurement proceedings, the Contractor:
- a) accepts the terms of use of the Platform specified in the Regulations posted on the Platform's website in the "Regulations" tab and considers them binding,
 - b) has read and complies with the Instructions for submitting bids/applications available on the Platform
- 1.7. The maximum size of one file sent via dedicated forms for submitting, changing or withdrawing a bid is 150 MB, while for communication the file size is a maximum of 500 MB.
- 1.8. The Ordering Party is not liable for submitting a bid in a manner inconsistent with the Instructions for Using the Platform, in particular for the situation when the Ordering Party becomes familiar with the content of the bid before the deadline for submitting bids (e.g. submitting the bid in the "Send a message to the ordering party" tab). Such a bid will be considered by the Ordering Party as a commercial bid and will not be taken into account in the proceedings in question because the obligation imposed in Article 221 of the Public Procurement Law has not been met.
- 1.9. The Ordering Party informs that instructions for using the Platform regarding, in particular, logging in, submitting requests for clarification of the content of the ToR, submitting bids and other activities undertaken in this procedure using the Platform are available in the "Instructions for Contractors" tab on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>
- 1.10. Technical support is provided by the supplier of the Platform: Platform Customer Support Centre: Platformazakupowa.pl; tel. 22 101 02 02; e-mail: cwk@platformazakupowa.pl.
- 1.11. In all correspondence associated with this procedure, the Ordering Party and the Contractors use the procedure number assigned by the Ordering Party: **BZP.2710.50.2023.MG**
- 1.12. Communication between the Ordering Party and the Contractors, in particular regarding:
- a) sending requests to the Ordering Party for clarification of the content of the ToR;
 - b) sending responses to the Ordering Party's request to submit subjective evidence;
 - c) sending a response to the Ordering Party's request to submit/correct/supplement the declaration referred to in Article 125 section 1, subjective means of evidence, other documents or declarations submitted in the proceedings;
 - d) sending a response to the Ordering Party's request to provide explanations regarding the content of the declaration referred to in Article 125 section 1 or submitted subjective evidence or other documents or declarations submitted in the proceedings;
 - e) sending responses to the Ordering Party's request to provide explanations regarding the content of the subjective evidence;
 - f) sending responses to other requests from the Ordering Party arising from the Public Procurement Law;
 - g) sending applications, information and declarations of the Contractor;
 - h) sending appeals/other;
- takes place via the Platform and the form: "Send a message to the ordering party".
- 1.13. The date of submission (receipt) of declarations, applications, notifications and information is the date of their sending via the Platform by clicking the "Send message to the ordering party" button, after which the information will appear that the message has been sent to the ordering party.
- 1.14. The Ordering Party will provide Contractors with information via the Platform. Information regarding answers to questions, changes to the ToR, changes to the deadline for submitting and opening bids will be posted by the Ordering Party on the platform in the "Notices" section. Correspondence addressed to a specific Contractor in accordance with applicable regulations will be forwarded via the Platform to a specific Contractor.

- 1.15. The Contractor, as a professional entity, is obliged to check messages sent by the Ordering Party directly on the Platform, as the notification system may fail or the notification may be sent to the SPAM folder.
2. **Clarifications and changes to the content of the ToR.**
 - 2.1. The Contractor may request the Ordering Party to clarify the content of the ToR on the Platform via the form: "Send a message to the Ordering Party".
 - 2.2. The Ordering Party is obliged to provide clarifications immediately, but no later than 2 days before the deadline for submitting bids, provided that the request for clarification of the content of the ToR is received by the Ordering Party no later than 4 days before the deadline for submitting bids.
 - 2.3. If the Ordering Party does not provide clarifications within the deadline referred to in point 2.2, the deadline for submitting bids is extended by the time necessary for all interested Contractors to become familiar with the clarifications necessary for the proper preparation and submission of bids.
 - 2.4. If the request for clarification of the content of the ToR is not received within the deadline referred to in point 2.2, the Ordering Party is not obliged to provide appropriate clarifications of the ToR and to extend the deadline for submitting bids.
 - 2.5. Extension of the deadline for submitting bids referred to in point 2.4 does not affect the deadline for submitting an application for clarification of the content of the ToR.
 - 2.6. The content of the inquiries and explanations is made available by the Ordering Party on the website of the proceedings, i.e.:
https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings
(in the line marked with the title and reference number of these proceedings), without revealing the source of the inquiry.
 - 2.7. In justified cases, the Ordering Party may change the content of the ToR in accordance with the principles set out in Public Procurement Law. The change made in this way will be made available on the website of the proceedings, i.e.:
https://platformazakupowa.pl/pn/universytet_wroclawski/proceedings
(in the line marked with the title and symbol of these proceedings).
 - 2.8. In the event of discrepancies between the content of the ToR and the content of the responses provided, the content of the letter containing the subsequent declaration of the Ordering Party should be accepted as binding.
3. The Ordering Party does not provide for any other method of communicating with Contractors than using electronic means of communication indicated in the ToR.

IX. DEPOSIT

The Ordering Party **does not require** a deposit in this procedure.

X. BINDING DATE OF THE BID

1. **The bid is valid until 20-03-2024**, but no longer than 30 days from the deadline for submitting bids. The first day of the bid validity period is the day on which the deadline for submitting bids expires.
2. If the most preferred bid is not selected before the expiry of the bid validity period specified above, the Ordering Party, before the expiry of the bid validity period, requests the Contractors once to consent to extending this deadline by the period indicated by the Ordering Party, not longer than 30 days.
3. The extension of the bid validity period referred to above requires the Contractor to submit a written declaration of consent to extend the bid validity period.

XI. DESCRIPTION OF THE METHOD OF PREPARING THE BID

1. The bid, declaration referred to in Article 125 section 1 of the Public Procurement Law, subjective means of evidence, including the declaration referred to in Article 117 section 4 of the Public Procurement Law (if applicable) and the obligation of the entity providing resources referred to in Article 118 section 3 of the Public Procurement Law (if applicable), objective means of evidence, the power of attorney, shall be prepared **in electronic form in Polish or English**, in publicly available data formats, in particular **.pdf, .doc, .xls, .docx**,

.rtf, .xps, .odt, .txt and shall be submitted under pain of nullity, in electronic form (with a qualified signature) or in electronic form with a trusted signature or personal signature.

- 1.1. The Ordering Party specified the permissible data formats from the catalogue of formats indicated in Annex No. 2 to the Regulation of the Council of Ministers of 12 April 2012 on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for IT systems. The common formats that do not appear in the above-mentioned regulation are for instance: .rar, .gif., .bmp, .numbers, .pages. Documents submitted in such files will be considered ineffectively submitted.
- 1.2. If the bid consists of several documents, the Contractor should sign each bid document separately with a qualified electronic signature or a trusted signature, or a personal signature, and then place them in one folder. The next step is to compress the folder into a format such as .zip or .7Z (without assigning passwords to it and without encrypting internal files).
- 1.3. The Contractor may also submit an electronic document in a data compression format. Marking a file containing compressed documents with a qualified electronic signature, trusted signature or personal signature is tantamount to marking all documents contained in this file with an appropriately qualified electronic signature, trusted signature or personal signature.
- 1.4. In the case of submitting the bid in electronic form (with a qualified electronic signature), due to the low risk of violating the integrity of the file and easier verification of the signature, the Ordering Party recommends, if possible, converting the files constituting the bid into PDF format and providing them with a qualified PAdES signature.
- 1.5. Files in formats other than PDF are recommended to have an external XAdES signature. The Contractor should remember to submit the file with the signature together with the signed document. When using the XAdES external signature format. The Ordering Party requires to attach an appropriate number of files, i.e. signed data files and signature files in the XAdES format.
- 1.6. Qualified signatures used by contractors to sign all files must meet the requirements of the "Regulation of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market (eIDAS) (EU) No. 910/2014 – dated 1 July 2016".
- 1.7. The Ordering Party recommends using a signature with a qualified timestamp. The Ordering Party recommends not to make any changes to the files after signing them with a qualified signature. This may result in a violation of the integrity of the files, which will be equivalent to the necessity to reject the bid in the proceedings.
2. The means of electronic communication **used to submit the bid by the Contractor** is the Platform available at the following address:
https://platformzakupowa.pl/pn/uniwersytet_wroclawski/proceedings
in the line marked with the title and reference number consistent with these proceedings.
3. The Ordering Party is not responsible for submitting a bid in a manner inconsistent with the Instructions for using the Ordering Party's Tender Platform available at:
<https://platformzakupowa.pl/strona/45-instrukcje>
4. The Contractor submits the bid via the Bid or Application Form available on the Platform in a specific public procurement proceedings. After completing the Bid Submission Form and attaching all required and signed attachments, click the "Go to summary" button. Then, in the second step of submitting the bid or application, the contractor should check the correctness of the submitted bid, attached files and their number. Then click the Submit Bid button to complete the bid submission stage. Then, the system will encrypt the Contractor's bid or application so that it is unavailable to the Ordering Party until the date of opening bids or submitting applications to participate in the procedure in accordance with Article 221 of the Public Procurement Law, the last step is the display of a message and sending an e-mail from platformzakupowa.pl with information about the submitted bid or application.

5. The date of submission of the bid is the date of its submission in the system (platform) in the second step of submitting the bid by clicking the "Submit a bid" button and displaying a message that the bid has been encrypted and submitted.
6. The Contractor may withdraw the bid via the Platform before the deadline for submitting bids. The method of submitting or withdrawing the bid is described in the Instructions:
<https://platformazakupowa.pl/strona/45-instrukcje>
7. **Trade secret:**
 - 7.1. All information constituting **a trade secret** within the meaning of the Combating Unfair Competition Act of 16 April 1993 (consolidated text of Journal of Laws of 2022, item 1233), which the Contractor reserves as a trade secret, should be submitted in a separate and appropriately marked file, e.g. "Trade secret", and then compressed together with the files constituting the public part into one archive file. The lack of a clear indication of which information constitutes a trade secret will mean that all declarations and certificates submitted during these proceedings are public without any reservations.
 - 7.2. The Contractor is obliged, along with providing confidential information as a trade secret, to demonstrate that this information meets the conditions specified in Article 11 section 2 of the Combating Unfair Competition Act of 16 April 1993, i.e. that this information is of a technical, technological, organizational nature or has economic value, and as a whole or in a specific combination and set of elements is not generally known to persons usually dealing with this type of information, or is not readily available to such persons, unless the person entitled to use or manage the information has taken steps, while exercising due diligence, to keep it confidential.
 - 7.3. It is recommended that the disclosure of information as a trade secret should be formulated in a way that makes it accessible. Reservation of a trade secret by the Contractor without proof will be treated by the Ordering Party as ineffective due to the Contractor's failure to take the necessary actions to maintain the confidentiality of the information covered by the clause in accordance with the provisions of Article 18 section 3 of the Public Procurement Law.
 - 7.4. The Ordering Party will not disclose information constituting a trade secret within the meaning of the provisions on combating unfair competition if the Contractor, along with providing such information, stipulated that it cannot be disclosed and demonstrated that the confidential information constitutes a trade secret.
 - 7.5. The Contractor may not include in the bid the information provided after the opening of the bids referred to in Article 222 section 5 of the Public Procurement Law or which is public under separate provisions.
8. **How to sign the bid:**
 - 8.1. The bid should be signed by a person authorized to represent the Contractor, in accordance with the form of representation of the Contractor specified in the register or other document appropriate for the given organizational form of the Contractor.
 - 8.2. If another person acts on behalf of the Contractor, and the authorization of this person to represent the Contractor does not result from the information from the National Court Register, the Central Registration and Information on Economic Activity or another relevant register, the Ordering Party requests the Contractor to submit a power of attorney or other document confirming the authorization to represent them together with the bid.
 - 8.3. The Contractor is not obliged to submit documents if the Ordering Party can obtain them using free and publicly available databases, provided that the Contractor has provided data enabling access to these documents.
 - 8.4. If a person acts on behalf of the Contractor and the authorization to represent the Contractor does not result from the documents referred to above, the Ordering Party requests from the Contractor to provide a power of attorney or another document confirming that this person is authorized to represent the Contractor.

- 8.5. The above requirements apply respectively to a person acting on behalf of Contractors jointly applying for a public contract or a person acting on behalf of an entity providing resources under the principles specified in Article 118 of the Public Procurement Law or a subcontractor who is not an entity providing resources on such terms.
- 8.6. The power of attorney is transferred in electronic form and is affixed by a qualified electronic signature, trusted signature or personal signature.
If the power of attorney has been prepared as a paper document and bears a handwritten signature, a digital reproduction of this document is provided with a qualified electronic signature, trusted signature or personal signature of the principal, certifying the compliance of the digital representation with the paper document. A notary may also certify the compliance of a digital reproduction with a paper document, pursuant to Article 97 § 2 of the Notarial Law Act of 14 February 1991, which is certified by the notary with a qualified electronic signature.

9. Joint bid:

- 9.1. Contractors may jointly apply for this contract. Contractors acting jointly (e.g. civil partnerships, consortiums), in accordance with Article 58 section 2 of the Public Procurement Law, are obliged to appoint a representative to represent the Contractor in public procurement proceedings or to represent them in the proceedings and conclude a public procurement contract.
- 9.2. All correspondence and settlements will be conducted only with the entity acting as the representative.
- 9.3. The power of attorney must be signed by the person(s) authorized to grant it, i.e. in accordance with the form of representation of each Contractor, with a qualified electronic signature or a trusted signature or a personal signature. Points 8.1 and 8.6 of Chapter XI of the ToR apply accordingly.
- 9.4. Contractors jointly applying for the contract shall be jointly and severally liable for its performance.
- 9.5. The list of documents submitted with the bid, in the case of Contractors jointly applying for the contract, is specified in Chapter VII, point I of the ToR.

10. THE BID CONSISTS OF:

- 10.1. **Form A of the bid** prepared according to the template constituting Annex No. 1 to the ToR;
- 10.2. **The declarations referred to in Article 125 section 1 of the Public Procurement Law** – Annex No. 2 to the ToR
- 10.3. **"Description of the object of the contract – technical specification – minimum requirements"** – prepared in accordance with Annex No. 3 to the ToR confirming that the offered deliveries meet the requirements, features and criteria set by the Ordering Party (subjective evidence);
- 10.4. (if applicable), in the case of offering equivalent solutions, the Contractor shall submit, in particular, the objective evidence referred to in Chapter VII, point III of ToR points 2-5, proving that the proposed solutions equally meet the requirements specified in the description of the object of the contract (if applicable);
- 10.5. **Power of attorney** or other document confirming the authorization to represent the Contractor for the person/persons signing the bid, respectively, in accordance with point 8 or 9 of Chapter XI of the ToR;
- 10.6. (if applicable) the obligation of the entity providing resources or other subjective means of evidence referred to in Chapter VII, point I, point 4 of the ToR (Annex No. 5 to the ToR);
- 10.7. (if applicable) If the bid contains information constituting **a trade secret** within the meaning of the provisions of the Combating Unfair Competition Act of 16 April 1993, the Contractor, in order to keep this information confidential, provides it in a separate and appropriately marked file – details described in point 7 of chapter XI of the ToR.

XII. SUBMITTING AND OPENING BIDS

1. The bid together with the required attachments should be submitted by **20-02-2024, by... 10:00 via the Platform:**
https://platformazakupowa.pl/pn/uniwersytet_wroclawski/proceedings
2. The Contractor may submit only one bid.
3. The bid must be submitted in Polish or English.
4. The Ordering Party will reject a bid submitted after the deadline for submitting bids.
5. The Ordering Party ensures that the content of the bids cannot be read before their opening date.
6. The date of submission of the bid is the date of its submission in the system by clicking the Submit a bid button in the second step and displaying the information that the bid has been submitted.
7. After the deadline for submitting bids, the Contractor cannot withdraw the submitted bid.
8. No later than before the opening of the bids, the Ordering Party will make available the amount it intends to allocate to finance the contract on the website of the ongoing procedure.
9. The bids will be opened on **20-02-2024 at 10:30** via the Platform:
https://platformazakupowa.pl/pn/uniwersytet_wroclawski/proceedings
by decoding the submitted bids by the Ordering Party.
10. Immediately after opening the bids, the ordering party shall make available the following information on the website of the proceedings:
 - 10.1. names or surnames and registered offices or places of business activity or places of residence of the Contractors whose bids were opened;
 - 10.2. prices or costs included in the bids.

XIII. METHOD OF CALCULATING THE BID PRICE

1. The bid price shall include the scope specified in the ToR and annexes, as well as any explanations and changes to the content of the ToR, as well as all obligations arising from the text of the attached contract template.
2. What is assessed is the GROSS BID PRICE, provided in the Bid Form, calculated in the manner specified in point 5, which must include all costs necessary for the correct and complete execution of the contract as well as all fees and taxes to which the Contractor is obliged, resulting from applicable regulations.
3. Correct determination of VAT is the responsibility of the Contractor.
4. The price in the Bid Form should be provided in Polish zlotys (**PLN**) or in US dollars (**USD**) **or euro (EUR)**¹, together with the applicable VAT. In the Bid Form, the Contractor indicates the selected currency in which the Parties will settle accounts, rounded to two decimal places, in accordance with the rule below.
NOTE: Price rounding in **PLN/ USD/ EUR** should be entered to two decimal places according to the rule that the third decimal digit from 5 upwards rounds the second decimal digit up by 1. If the third decimal digit is lower than 5, then the second decimal digit does not change. The third digit is not rounded.
5. In the Bid Form, the Contractor is obliged to provide the value added tax (VAT) rate at which it calculates the VAT amount. The VAT amount and the net bid price shall be added in order to obtain the gross bid price.
6. The method of payment and settlement for the implementation of this contract shall be specified in the contract template (Annex No. 4 to the ToR).
7. In the event of the submission of the bid, the selection of which would result in the Ordering Party being subject to tax obligations in accordance with the VAT Tax Act of 11 March 2004 on (consolidated text of 2020, item 106, as amended), for the purposes of applying the price or cost criterion, the Ordering Party adds to the price presented in this bid the amount of tax

¹to be selected by the Contractor at the stage of submitting bids

on goods and services that it would be obliged to settle. In the bid, the Contractor is obliged to:

- 1) inform the Ordering Party that the selection of their bid will result in the Ordering Party being subject to tax obligations;
- 2) indicate the name (type) of the goods or services, the supply or provision of which will lead to tax liability;
- 3) indicate the value of the goods or services subject to the Ordering Party's tax liability, without the tax amount;
- 4) indicate the tax rate on goods and services that, according to the Contractor's knowledge, will apply.

XIV. DESCRIPTION OF CRITERIA

1. When selecting the most preferred bid, the Ordering Party will be guided by the following criteria:

Criterion 1: Price (C) – 60%

Criterion 2: Offered warranty period (G) – 40%

The Ordering Party will evaluate the bids, awarding points within the individual bid evaluation criteria, adopting the rule that 1% = 1 point.

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

$$W = C + G$$

Where:

W – means the sum of all points for the criteria indicated above

The maximum total number of points that the Contractor's bid may receive is 100 points.

The method of calculating the point value according to the above criteria:

2.1. Price (C):

The Ordering Party will evaluate the bids in the "price" criterion in the following way:
The bid with the lowest (gross) price will receive the maximum number of points – 60 points,

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

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

Where:

C_{min} – [PLN] gross bid price – the lowest among the evaluated bids

C_n – [PLN] gross bid price – of the evaluated bids

60 – coefficient resulting from the weight adopted for a given criterion

2.2. Offered warranty period (G)

Points in this criterion will be awarded based on the warranty period offered by the Contractor in the Bid Form (Annex No. 1 to the ToR). The Contractor who offers:

Warranty period (counted from the date of signing the delivery and acceptance protocol)	number of points
12 months	0 points
24 months	10 points
36 months	20 points
48 months	30 points
60 months	40 points

- 2.2.1. The minimum (basic) warranty period is 12 months, and the maximum warranty period expected by the Ordering Party is 60 months.
- 2.2.2. The Contractor is obliged to offer at least the minimum warranty period expected by the Ordering Party, i.e. 12 months.
- 2.2.3. If the Contractor indicates in their bid a warranty period shorter than 12 months, the bid will be rejected pursuant to Article 226 section 1 point 5 of the Public Procurement Law.

- 2.2.4. Failure to specify the warranty period in the bid will mean that the Contractor will offer the minimum warranty period required by the Ordering Party. In such a case, the Contractor will receive 0 points in this criterion.
- 2.2.5. If a warranty period longer than the maximum expected by the Ordering Party is provided, the Ordering Party will use the maximum warranty period, i.e. 60 months, to evaluate the bids. The contract will include the warranty period indicated in the bid.
- 2.2.6. In the event of providing intermediate values between the limit periods, the Ordering Party will round the given intermediate values down to the shorter period in order to evaluate the bid.
- 2.2.7. The maximum number of points that a Contractor's bid may receive in the Warranty Period Criterion is 40 points.
3. The bid with the highest number of points shall be considered the most preferred.
- 4. The Ordering Party will evaluate and compare the non-rejectable bids submitted by contractors not subject to exclusion from this proceedings.**
5. C values will be calculated with an accuracy of two decimal places, according to the principle that the third digit after the decimal point from 5 upwards rounds the second digit after the decimal point up by 1. If the third digit after the decimal point is lower than 5, then the second digit after the comma does not change.

XV. CORRECTING ERRORS IN THE CONTENT OF THE BID

1. The Ordering Party pursuant to Article 223 section 2 of the Public Procurement Law will correct in the bid:
 - 1.1. obvious clerical errors;
 - 1.2. obvious accounting errors, taking into account the accounting consequences of the corrections made;
 - 1.3. other errors consisting in non-compliance of the bid with the procurement documents, which do not result in significant changes in the content of the bid;
 - immediately notifying the Contractor whose bid has been corrected.
2. In the case referred to in point 1.3. the Ordering Party sets an appropriate deadline for the Contractor to consent to correcting an error in the bid or contesting its correction. Failure to respond within the prescribed period is deemed to constitute the consent to the correction of the error.
3. The Ordering Party rejects the bid if the Contractor disputes the correction of the error referred to in point 1.3 within the prescribed deadline.

XVI. CHOOSING THE MOST PREFERRED BID

1. The Ordering Party will award the contract to the Contractor whose bid:
 - 1.1. meets all requirements of the Public Procurement Law,
 - 1.2. meets all the conditions specified in the ToR,
 - 1.3. was deemed the most preferred based on the adopted bid evaluation criteria specified in the ToR.
2. The Ordering Party will immediately inform all Contractors simultaneously about:
 - 2.1. selecting the most preferred bid, providing the name or first name and surname, registered office or place of residence, if it is the place of business of the Contractor whose bid was selected, and the name or first name and surname, registered office or place of residence, if they are the place of business of the Contractors who submitted bid, as well as the score awarded to the bids in each bid evaluation criterion and the total score;
 - 2.2. contractors whose bids were rejected – providing factual and legal justification.
 - 2.3. invalidation of the proceedings,
 - providing factual and legal justification.
3. The Ordering Party will post the information referred to in points 2.1 and 2.3 on the website of the conducted procedure.
4. If the Contractor whose bid has been selected as the most preferred avoids concluding a public procurement contract or does not provide the required security for proper performance

of the contract, the Ordering Party may re-examine and evaluate the bids from among the bids of the remaining Contractors in the proceedings and select the most preferred bid or cancel the proceedings.

XVII. INFORMATION ON FORMALITIES THAT SHOULD BE COMPLETED AFTER THE SELECTION OF A BID IN ORDER TO CONCLUDE A PUBLIC PROCUREMENT CONTRACT

1. Persons representing the Contractor when signing the contract should bring the documents confirming their authorization to sign the contract, unless this authorization results from the documents attached to the offer.
2. If the bid of Contractors jointly applying for the contract has been selected (Article 58 of the Public Procurement Law), the Ordering Party requests, before concluding a public procurement contract, a copy of the contract regulating the cooperation of these Contractors.
3. Before signing the contract, the Ordering Party will check whether there is any ground for exclusion provided for in Article 7 section 1 of the Sanctions Act on the basis of the lists indicated in this Act or other available measures. The above prohibitions and grounds for exclusion also apply at the stage of performing the contract.
4. The Ordering Party will conclude the contract with the selected Contractor within a period of not less than 5 days from the date of sending the notice of selection of the most preferred bid, if the notice was sent using electronic means of communication, subject to Article 308 section 3 point 1a of the Public Procurement Law.
5. The contract will be concluded according to the contract template constituting Annex No. 4 to the ToR, supplemented with provisions resulting from the submitted bid. The Contractor will be obliged to sign the contract at the place and date indicated by the Ordering Party.
6. The Ordering Party allows the conclusion of the contract in electronic form in accordance with paragraph 78¹ of the Civil Code Act of 23 April 1964 (Journal of Laws of 2020, item 1740, as amended).
7. The Ordering Party, no later than 30 days from the date of completion of the contract award procedure, will publish in the Public Procurement Bulletin an announcement of the result of the procedure containing information on the award of the contract or the invalidation of the proceedings.

XVIII. REQUIREMENTS FOR SECURING PROPER PERFORMANCE OF THE CONTRACT

The Ordering Party does not require any security for the proper performance of the contract.

XIX. THE REQUIREMENTS REGARDING THE EMPLOYMENT UNDER THE EMPLOYMENT RELATIONSHIP IN THE CIRCUMSTANCES REFERRED TO IN ARTICLE 95 OF THE PUBLIC PROCUREMENT LAW.

The Ordering Party does not provide for the requirements referred to in Article 95 section 1 of the Public Procurement Law.

XX. TEMPLATE CONTRACT/AMENDMENT TO THE CONTRACT

1. As a separate Annex No. 4 to the ToR, the Ordering Party included the draft provisions of the contract, which specify the conditions for the implementation of the public procurement in question.
2. The Ordering Party provides for the possibility of changing the concluded contract in relation to the content of the selected bid to the extent regulated in Article 454-455 of the Public Procurement Law and indicated in the draft provisions of the contract.

XXI. CURRENCY IN WHICH SETTLEMENTS ASSOCIATED WITH THE IMPLEMENTATION OF THIS PUBLIC PROCUREMENT WILL BE MADE

Settlements associated with the implementation of the public procurement covered by these ToR will be made in PLN. The Ordering Party also provides for the possibility of settlements with the Contractor in foreign currencies other than PLN, i.e. EUR or USD. All settlements associated with the implementation of the public procurement covered by this ToR shall be made in PLN, EUR or USD in accordance with the currency selected by the Contractor in the Bid Form constituting Annex No. 1 to the ToR.

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

XXII. LEGAL PROTECTION MEASURES

1. Legal protection measures specified in Section IX of the Public Procurement Law are available to the Contractor, a competition participant and another entity if it has or had an interest in obtaining an contract or a prize in the competition and has suffered or may suffer damage as a result of a breach of the provisions of the Act by the Ordering Party.
2. Legal protection measures against the announcement initiating the contract award procedure or the competition notice and the procurement documents are also available to organizations included in the list referred to in Article 469 point 15 of the Public Procurement Law and the Ombudsman for Small and Medium-sized Enterprises.
3. The legal protection measures referred to in point 1 are:
 - appeal to the President of the National Appeals Chamber (Article 513 et seq. of the Public Procurement Law)
 - complaint to the District Court in Warsaw (Article 579 et seq. of the Public Procurement Law)
4. The appeal may be made against:
 - 4.1. an action of the Ordering Party undertaken in a contract award proceedings, a framework agreement, a dynamic purchasing system, a contractor qualification system or a competition that is inconsistent with the provisions of the Act, including the draft provision of the agreement;
 - 4.2. failure to act in a contract award procedure, conclusion of a framework agreement, dynamic purchasing system, contractor qualification system or competition to which the Ordering Party was obliged under the Act;
 - 4.3. failure to conduct a contract award procedure or organize a competition pursuant to the Act, even though the Ordering Party was obliged to do so.
5. The appeal must be submitted to the President of the Chamber within the deadlines specified in Article 515 of the Public Procurement Law.
6. A complaint to the court may be filed against the ruling of the Chamber and the decision of the President of the Chamber referred to in Article 519 section 1 by the parties and participants of the appeal proceedings within 14 days from the date of delivery of the Chamber's ruling or the decision of the President of the Chamber referred to in Article 519 section 1. A copy of the appeal or the complaint must be simultaneously send to the opponent of the appeal or the complaint.
The appeal or complaint is submitted through the President of the Chamber.