

PART II

**ENTITY STATEMENT FORMS**

Appendix no. 1a

**Declaration provided by the Economic Operator/ SUBCONTRACTOR CONCERNING GROUNDS FOR EXCLUSION FROM THE PROCEDURE**

submitted pursuant to Article 273(2) of the Bill of 11 September 2019 Public Procurement Law (hereinafter referred to as PPL Bill)

**Contracting Authority:**

Warsaw University of Technology

Faculty of Power and Aeronautical Engineering,

ul. 24 Nowowiejska Street

00-665 Warszawa

Name (company)/first and last name of the Economic Operator –

…………………………………………………………………………………….…………………………………………………………………………………….….….,

Address of the Economic Operator/Subcontractor (street, building number, apartment number, city and post code) – …………………………………………………………………………………………………………………………………………..……………………………………….,

depending on the entity, NIP/PESEL no.: ………………………………………………………………………………….…………...………………..,

REGON no.: …………………………………………………………………………………………………………………………………..……………….……………...,

depending on the entity: KRS/CEiDG): ………………………………………………………..…………….…………….……………………….,

represented by: ………………………………………………………………………………………………………………………………..………...(name, position/grounds for representation)

For the purpose of the public procurement procedure and awarding a contract for the **Supply of a table (single axis motion simulator) with no temperature chamber for the Laboratory of Aviation and Autonomous Systems for the project entitled: “The Mazovian platform of material and sensor technologies and applications in energy conversion and storage, electromobility, aviation and autonomous systems” RPMA.01.01.00-14-e214/20 for the Institute of Aeronautics and Applied Mechanics (IAAM) of the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology** marked MELBDZ.261.2.2023 and conducted by the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology, I hereby state the following:

**There are no grounds to exclude me**

1. I declare that I am not subject to exclusion from the proceedings pursuant to Article 108(1) of the PPL Bill, pursuant to which the following are excluded from the procurement proceedings:

1. An Economic Operator is excluded from the procurement proceedings in the following instances:

1) a natural person who has been validly convicted of the following offence:

(a) participation in an organised criminal group or association aimed at committing a crime or fiscal offence, as referred to in Article 258 of the Criminal Code,

b) trafficking in human beings as referred to in Article 189a of the Criminal Code,

c) [offence] referred to in Articles 228-230a, 250a of the Criminal Code or in Article 46 or Article 48 of the Bill of 25 June

2010 on sport,

d) financing of an offence of a terrorist nature referred to in Article 165a of the Criminal Code or an offence of preventing or hindering the ascertainment of the criminal origin of money or the concealment of its origin referred to in Article 299 of the Criminal Code,

e) [offence] of a terrorist nature, as referred to in Article 115(20) of the Criminal Code, or aimed at committing this offence,

f) entrusting work to a minor foreigner, referred to in Article 9(2) of the Bill of 15 June 2012 on the results of delegation of work to foreigners unlawfully residing on the territory of the Republic of Poland (Journal of Laws item 769).

g) [offence] against economic turnover referred to in Articles 296-307 of the Criminal Code, an offence of fraud referred to in Article 286 of the Criminal Code, an offence against reliability of documents referred to in Articles 270-277d of the Criminal Code, or a fiscal offence,

h) [offence] referred to in Article 9 (1) and (3) or Article 10 of the Bill of 15 June 2012 on the consequences of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland or for a relevant prohibited deed as defined by the foreign law;

2) if a member-in-office of their management or supervisory body, a partner in a general partnership (Polish: spółka jawna) or partnership (Polish: spółka partnerska) or a general partner in a limited partnership (Polish: spółka komandytowa) or a limited joint-stock partnership (Polish: spółka komandytowo-akcyjna), or a proxy has been validly convicted of an offence referred to in item 1;

3) against whom a valid (final) court verdict or a final administrative decision related to the overdue payment of taxes, fees or contributions for social or health insurance has been issued, unless the Economic Operator, appropriately before the deadline for submitting requests to participate in the procedure or before the deadline for submitting bids, has made payments of due taxes, fees or contributions for social or health insurance together with interest or fines, or has concluded a binding agreement on the repayment of the aforesaid receivables;

4) against whom a valid ban on competing for public procurement has been issued;

5) if the Contracting Authority is able to determine, based on reliable grounds, that the Economic Operator concluded an agreement with other Economic Operators aimed at distorting competition, in particular, if they belonged to the same group as defined by the Bill of 16 February 2007 on Competition and Consumer Protection and submitted separate bids, partial bids or requests to participate, unless they prove that they prepared the aforesaid bids or requests independently of each other;

6) if in the instances referred to in Article 85(1), there has been a distortion of competition resulting from prior involvement of that Economic Operator or an entity that is a member of the same group with the Economic Operator as defined by the Bill of 16 February 2007 on Competition and Consumer Protection, unless the distortion of competition caused thereby can be eliminated otherwise than by excluding the Economic Operator from participation in the procurement procedure.

I declare that I am not subject to exclusion from the proceedings pursuant to the following items Article 109 (1) of the PPL Bill, according to which the Contracting Authority may exclude from the procurement proceedings:

5) [an entity] who has culpably committed a serious breach of professional obligations, which compromises their integrity, in particular when the Economic Operator, as a result of a deliberate action or gross negligence, has failed to perform or has performed improperly the contract, which the Contracting Authority is able to demonstrate by means of relevant evidence;

8) [an entity] who, as a result of a deliberate action or gross negligence, misled the Contracting Authority when presenting information that they are not subject to exclusion, meet the conditions for participation in the procedure or the selection criteria, which could have had a significant influence on the Contracting Authority's decision in the procurement procedure, or who withheld such information or is not able to provide the required evidence in question;

10) [an entity] who, as a result of recklessness or negligence, provided misleading information which could have had a significant influence on the decisions taken by the Contracting Authority in the procurement procedure.

**There are grounds to exclude me**

I declare that, even though there are grounds for excluding me from the proceedings pursuant to Article .......................... PPL Bill *(please, provide applicable grounds for exclusion)*, I have taken the following corrective measures: ………………………………………………………………………………………….……………………..……………

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

I declare that all information provided in the above declarations is up-to-date and truthful and has been presented in full knowledge of the consequences of misleading the Contracting Authority when presenting the information.

please, tick the applicable

…………….……….*,* on………….……. (date) …………...……….…………..………….………

(city) (signature)

Appendix no. 1b

**Statement by the Economic Operator**

**CONCERNING THE FULFILMENT OF THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE**

Submitted pursuant to Article 273(2) of the Bill of 11 September 2019 Public Procurement Law (hereinafter referred to as PPL Bill)

Contracting Authority:

Warsaw University of Technology

Faculty of Power and Aeronautical Engineering,

ul. 24 Nowowiejska Street

00-665 Warszawa

[[1]](#footnote-1)Name (company)/name of the Economic Operator –

………………………………………………………………………………………………………………………………………………………………………………….,

Address of the Economic Operator (street, building number, apartment number, city, and post code) –

…………………………………………………………………………………………………………………………..……………………………………………………….,

depending on the entity, NIP/PESEL no.: …………………………………………………………………………………………………..……………..,

REGON no.: ………………………………………………………………………………………………………………………………………………..…………………...,

depending on the entity: KRS/CEiDG): ………………………………………………………………..……….…………….……………………….,

Represented by: …………………………………………………………………………………………………….……….

(name, position/grounds for representation)

For the purpose of the public procurement procedure and awarding a contract for the **Supply of a table (single axis motion simulator) with no temperature chamber for the Laboratory of Aviation and Autonomous Systems for the project entitled: “The Mazovian platform of material and sensor technologies and applications in energy conversion and storage, electromobility, aviation and autonomous systems” RPMA.01.01.00-14-e214/20 for the Institute of Aeronautics and Applied Mechanics (IAAM) of the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology** marked MELBDZ.261.2.2023 and conducted by the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology, I hereby state the following:

I declare that I meet the conditions for participation in the procedure specified by the Contracting Authority in the Tender Specification regarding:

* 1. the ability to act in business transactions (trading);
  2. I have authorizations necessary to conduct specific business or professional activities if required by separate regulations;
  3. financial or economic situation
  4. technical or professional capacity:

**I declare that out of the Economic Operators jointly applying for the award of the contract, the following Economic Operators :**

1) ……………………………………………………………………………………………………………………………………………..…………………………………..,

in the following scope: ………………………………………………………………………………………………….……………………………….………..

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

*(Specify the entity and relevant scope for the indicated entity).*

2) ……………………………………………………………………………………………………………………………………………..…………………………………..,

in the following scope: ………………………………………………………………………………………………….……………………………….………..

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

*(Specify the entity and relevant scope for the indicated entity).*

**I declare that, in order to demonstrate the fulfilment of the conditions for participation in the procedure, as specified by the Contracting Authority in the Tender Specification, I rely on the resources of the following entity(s):** ………………………………………………………..………………………………………………………………………………..…………….………

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

……………………………………………………………………………………………………………………………………………………..…………………………………..,

in the following scope: ………………………………………………………………………………………………….……………………………….………..

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

*(Specify the entity and relevant scope for the indicated entity).*

I declare that all information provided in the above declarations is up-to-date and truthful and has been presented in full knowledge of the consequences of misleading the Contracting Authority when presenting the information.

\* please, tick the applicable

…………….……….*,* on………….……. (date) …………...……….…………..………….………

(city) (signature and stamp of the authorized representative of the Economic Operator)

Appendix no. 1c

**Statement form concerning belonging**

**or not belonging to the same capital group**

pursuant to Article 273(1) item 1 of the Bill of 11 September 2019 (hereinafter referred to as PPL Bill)

Contracting Authority:

Warsaw University of Technology

Faculty of Power and Aeronautical Engineering,

ul. 24 Nowowiejska Street

00-665 Warszawa

Name (company)/first and last name of the Economic Operator –

………………………………………………………………………………………………………………………………………………………….………….……………….….,

Address of the Economic Operator (street, building number, apartment number, city, and post code) –

………………………..…………………………………………………………………………………………………………………..…………………………………………….,

depending on the entity, NIP/PESEL no.: ………………………………………………………………………………………….…………...………………..,

REGON no.: ………………………………………………………………………………………………………………………………………………..………….……………...,

depending on the entity: KRS/CEiDG): …………………………………………………………………..………….…………….……………………….,

represented by: ………………………………………………………………………………………………………………………………………….……...(name, position/grounds for representation)

**Submitting a bid under the procedure conducted under the name Supply of a table (single axis motion simulator) with no temperature chamber for the Laboratory of Aviation and Autonomous Systems for the project entitled: “The Mazovian platform of material and sensor technologies and applications in energy conversion and storage, electromobility, aviation and autonomous systems” RPMA.01.01.00-14-e214/20 for the Institute of Aeronautics and Applied Mechanics (IAAM) of the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology** marked MELBDZ.261.2.2023 and conducted by the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology, I hereby state the following:

I declare that I belong to the same capital group as defined by the Bill of 16.02.2007 on competition and consumer protection, with the below-mentioned Economic Operators, who submitted separate bids, partial bids in this procedure:

|  |  |
| --- | --- |
| No. | Name of the entity |
|  |  |
|  |  |
|  |  |
|  |  |

I declare that I do not belong to the same capital group as defined by the Bill of 16.02.2007 on competition and consumer protection, with the Economic Operators, who submitted separate bids, partial bids in this procedure:

please, tick the applicable

…………….……….*,* on………….……. (date) …………...……….…………..………….………

(city) (signature)

Appendix no. 1d

**Commitment of other entities**

submitted pursuant to Article 118(3) of the Bill of 11 September 2019 Public Procurement Law (hereinafter referred to as PPL Bill)

Contracting Authority:

Warsaw University of Technology

Faculty of Power and Aeronautical Engineering,

ul. 24 Nowowiejska Street

00-665 Warszawa

We, the undersigned ………………………………………………………………………………..……………………..…………………………………………...

acting on behalf and for: …………………………………………………………………………………..………………………………………………

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

*(Name (company) and exact address of the Entity)*

shall provide for the Contracting Authority's disposal:

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

*(name (company) and exact address of the Economic Operator(s))*

necessary resources relating to:

1. technical capacities\*;
2. professional capabilities\*;
3. financial situation\*;
4. economic situation\*;

for the purpose of executing the contract as a result of awarding the contract under the public procurement procedure for **the Supply of a table (single axis motion simulator) with no temperature chamber for the Laboratory of Aviation and Autonomous Systems for the project entitled: *“The Mazovian platform of material and sensor technologies and applications in energy conversion and storage, electromobility, aviation and autonomous systems” RPMA.01.01.00-14-e214/20*** for the Institute of Aeronautics and Applied Mechanics (IAAM) of the Faculty of Power and Aeronautical Engineering of Warsaw University of Technologymarked as MELBDZ.261.2.2023

The above-mentioned resources will be made available as follows:

1. scope of available resources: ………………………………………………………………………..……………….…………..…………………………………;
2. way of using the resources: ………………………………………………………………………………………………………………...…….…………;
3. scope and period of participation during the execution of the contract ……………………………………………………………………………..….………...;
4. nature of the relationship with the Economic Operator …………………………………….…………………………………………………………….…….….;

*(e.g. Cooperation Contract of ……….. r. or other reasons for providing)*

we declare the following:

1. we shall not participate in the performance of the contract\*,
2. we shall participate in the performance of the contract as\*

\*delete as appropriate.

………………………………………………………………………………………………………………………………………………………………………………

*(Please, provide name, e.g. Subcontractor, Advisor, Consultant.)*

As regards the conditions relating to education, professional qualifications (skills), or experience, Economic Operators may rely on the capacities of other entities, if these entities perform the construction works or services that require these abilities in order to be performed.

The Economic Operator who relies on the financial or economic standing of other entities shall be jointly and severally liable together with the entity which undertook to make the resources available for damage sustained by the Contracting Authority as a result of a failure to make the resources available unless they are not at fault for making the resources available.

…………….……….*,* on………….……. (date) …………...……….…………..………….………

(city) (signature and stamp of the authorized representative of other entity)

PART III

**THE BID FORM**

**INCLUDING APPENDICE FORMS**

**Bid**

Contracting Authority:

Warsaw University of Technology

Faculty of Power and Aeronautical Engineering,

ul. 24 Nowowiejska Street

00-665 Warszawa

Name (company)/first and last name of the Economic Operator[[2]](#footnote-2):

……………………………………………………………………………………………………………………………..……………………….…………………………….,

Address of the Economic Operator (street, building number, apartment number, city, and postcode):

……………………………………………………………………………………………………………………………………………….…………………………………….,

depending on the entity, NIP/PESEL no.: ………………………………………………….…………………………………………..……..……………..,

REGON no.: …………………………………………………………………………………………………………………………………………………………..…………...,

depending on the entity: KRS/CEiDG): …………………….……………………………………………………..…………………….……………….,

Economic Operator is a small or medium-sized enterprise YES / NO\*

Type of Economic Operator\*: 🞎 micro-enterprise, 🞎 small enterprise, 🞎 medium-sized enterprise, 🞎 sole proprietorship, 🞎 natural person not running a business, 🞎 other

\*delete as appropriate.

Bill of 6 March 2018 Entrepreneurs’ Law (Journal of Laws of 2018, item 646): Article 7(1)(2) Small enterprise is operated by an entrepreneur who in at least one of the last two financial years fulfilled jointly the following conditions: a) employed, on an average annual basis, less than 50 employees, and b) made an annual net turnover from sales of goods, products and services as well as from financial operations that is below the PLN equivalent of EUR 10 million, or the total assets of his balance sheet as at the end of one of those years did not exceed the PLN equivalent of EUR 10 million - and who is not a micro-entrepreneur; Article 7(1)(3) Medium-sized enterprise is operated by an entrepreneur who in at least one of the last two financial years fulfilled jointly the following conditions: a) employed, on an average annual basis, less than 250 employees and b) made the annual net turnover from sales of goods, products and services as well as from financial operations that is below the PLN equivalent of EUR 50 million, or the sum of assets of his balance sheet as at the end of one of those years did not exceed the PLN equivalent of EUR 43 million - and who is not a micro or small entrepreneur.

Represented by: …………………………………………………………………………………………..……………………….

(name, position/grounds for representation)

Address of the Economic Operator (street, building number, apartment number, city, and postcode):

……………………………………………………………………………………...…………………………………………….…………………………………………………..,

The person authorised to contact the Contracting Authority …………………………………………..…….…………………….…....….,

Telephone: - ......................................................................, fax - .....................................................................................................................,

email: ....................................................................................................................................................................................................

In response to the announced public procurement procedure conducted under the following name: **Supply of a table (single axis motion simulator) with no temperature chamber for the Laboratory of Aviation and Autonomous Systems for the project entitled: “The Mazovian platform of material and sensor technologies and applications in energy conversion and storage, electromobility, aviation and autonomous systems” RPMA.01.01.00-14-e214/20 for the Institute of Aeronautics and Applied Mechanics (IAAM) of the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology** marked MELBDZ.261.2.2023 conducted under the basic procedure under Article 275 item 1 of the PPL Bill, we hereby submit our bid:

1. We offer to perform the contract in accordance with the terms and conditions stipulated in the TS

for remuneration:

of a net amount: .......................... ........................................................................ .. **PLN/USD/EURO\***

in words: .......................... ............................................................................................ **PLN/USD/EURO\***

after adding to the aforesaid amount .......% VAT amounting to............................................................ **PLN/USD/EURO\***

gross: ........................................................................................ **PLN/USD/EURO\***

in words: ............................................................................................................................................. **PLN/USD/EURO\***

in accordance with the tender estimate attached to the tender.

1. We offer the following delivery date: **………………………….**
2. We accept the terms of payment specified by the Contracting Authority in the Tender Specification.
3. We hereby declare that we shall perform the contract independently / together with the following subcontractors\*:
   1. Subcontractor’s company\*\*:…………………………………………………………………………………………………….………………….…...

The part of the contract that we intend to delegate to the subcontractor\*\*:

1. ...;
   1. ……………………………………………………………………………………………………………………………………………………………………………

\*delete as appropriate.

\*\*fill in for each subcontractor

1. We hereby declare that we present/do not present\* a written commitment of other entities to provide us with the necessary resources for the period they will be used to perform the contract - according to the specimen specified in **Appendix no. 1d in Part II of the TS**.

\*delete as appropriate.

1. We declare that, with the exception of information and documents included in the tender and presented on the following pages ................................, this tender and any attachments thereto are open and do not contain any information constituting a trade secret as defined by the law on counteracting unfair competition.
2. We consider ourselves bound by this tender until ………………………………………………………………………..……………..
3. We hereby declare that we have familiarised ourselves with the TS provided by the Contracting Authority and we raise no objections thereto. We also declare that we obtained the necessary information to prepare our bid and we undertake to meet all the requirements mentioned in TS.
4. If our bid is selected, we will sign a contract on the conditions presented in the TS and at the time and place specified by the Contracting Authority.
5. I declare that in accordance with Article 13(13) or Article 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal UE L 119 of 04.05.2016, page 1), the so called GDPR, I have complied to provide information to individuals from whom I have directly or indirectly obtained personal data in order to compete for a public contract in this procedure.
6. Having familiarised with Article 297 § 1 of the Criminal Code: “Whoever, in order to obtain, for himself or for someone else, from a bank or an organisational unit conducting similar business operation under the the law or from an authority or institution disposing of public funds, a loan, a cash loan, a surety, a guarantee, a letter of credit, a grant, a subsidy, bank's confirmation of a liability under a surety or a guarantee or a similar cash benefit for a specific economic purpose, electronic payment instrument or public procurement, submits a forged, counterfeited document, or a document attesting false information or an unreliable document or unreliable written statement concerning circumstances that are material for obtaining the aforesaid financial support, payment instrument or contract, will be subject to a penalty of deprivation of liberty for a term between 3 months and 5 years”, we hereby declare that the information and data we have submitted are accurate and factually correct.
7. Please be informed that the registration documents are available in the following free and publicly accessible databases
   1. [https://ekrs.ms.gov.pl/web/wyszukiwarka-krs;\*](https://ekrs.ms.gov.pl/web/wyszukiwarka-krs;*)
   2. [https://prod.ceidg.gov.pl/CEIDG/Ceidg.Public.Ul/Search.aspx;\*](https://prod.ceidg.gov.pl/CEIDG/Ceidg.Public.Ul/Search.aspx;*)
   3. Other\*\*: ………………………………………………………………………………………….

\*delete as appropriate

\*\*Please provide the online addresses of publicly available, accessible, and free databases, if the Economic Operator's registration data has been presented in a database different than the one mentioned in items 1 and 2.

1. Obligation to conduct remote training related to the service for minimum 5 people. Training shall be provided remotely.
2. This bid is submitted on \_\_\_ consecutively numbered pages.
3. This form is submitted with the following attachments that constitute an integral part of the bid:
4. ................................................................ ……………………..…………………………..;

(Document’s name) (page numbers in the tender)

…………….……….*,* on………….……. (date) …………...……….…………..………….………

(place) (signature and stamp of the Economic Operator’s

authorised representative)

\*delete as appropriate.

**APPENDIX NO. 1**

**to the tender form**

|  |  |
| --- | --- |
| *(Economic Operator(s) stamp)* | **PRICE FORM - DETAILED PRICE CALCULATION** |

Submitting my bid in response to the announcement about a contract under the public procurement procedure conducted under basic procedure entitled: Supply of a table (single axis motion simulator) with no temperature chamber for the Laboratory of Aviation and Autonomous Systems for the project entitled: “The Mazovian platform of material and sensor technologies and applications in energy conversion and storage, electromobility, aviation and autonomous systems" RPMA.01.01.00-14-e214/20 for the Institute of Aeronautics and Applied Mechanics of the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology,marked as MELBDZ.261.2.2023 I provide the following list

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **List of items** | **Name of the offered commodity consistent with the description of the contract (OPZ) including the name, manufacturer, and model / (to be filled in by the Economic Operator)** | **NUMBER OF ITEMS/SETS** | **NET UNIT PRICE PLN/USD/EURO\*** | **NET value PLN/USD/EURO\*** | **GROSS value PLN/USD/EURO\* for 23% VAT** |
| ***1*** | ***2*** | ***3*** | ***4*** | ***5*** | ***6 = 4 x 5*** | ***7*** |
| 1 | A TABLE single axis motion simulator |  | 1 |  |  |  |
| 2 | Interface |  |  |  |  |  |
| 3 | Training |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | Total |  |  |  |  |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_.\_\_.20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Economic Operator(s) signature)*

According to item 8.1.3. of the TS I attach documents (in Polish) confirming that the offered supplies meet the requirements specified by the Contracting Authority: i.e. technical specification of the proposed equipment (i.e. printouts, descriptions, folders, data sheets, etc.), which further certify that all required parameters presented in the description of the contract have been ensured.

\*delete as appropriate.

**APPENDIX NO. 2**

**to the tender form**

|  |  |
| --- | --- |
| *(Economic Operator(s) stamp)* | **SUBCONTRACTORS** |

Submitting our bid in response to the announced contract under the public procurement procedure conducted under the basic procedure for the **Supply of a table (single-axis motion simulator) with no temperature chamber for the Laboratory of Aviation and Autonomous Systems for the project entitled:**  **“The Mazovian platform of material and sensor technologies and applications in energy conversion and storage, electromobility, aviation and autonomous systems” RPMA.01.01.00-14-e214/20 for the Institute of Aeronautics and Applied Mechanics (IAAM) of the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology** marked MELBDZ.261.2.2023 and conducted under basic procedure we declare that in order to execute the contract, we shall engage Subcontractors who will execute the following scope of works:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Subcontractor's name** | **Scope of works\*\*** | **Value[[3]](#footnote-3) of the part of the contract delegated to the Subcontractor** | |
| ***1*** | ***2*** | ***3*** | ***4*** | |
|  |  |  | **Net** | **Gross** |
|  | | | | |
|  |  |  |  |  |

\*Please quote the relevant part of the procedure, fill in separately for each part

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_.\_\_.20\_\_

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Economic Operator(s) signature)*

**Appendix 3 to the Bid Form**

**Statement submitted according to Article 71(1) of the Bill of 13 April 2022 on the special solutions to counter support for aggression against Ukraine and to protect national security**

**1. CONTRACTING AUTHORITY:**

**Warsaw University of Technology**

**Faculty of Power and Aeronautical Engineering,**

**2. ECONOMIC OPERATOR\*/SUBCONTRACTOR\*/THIRD PARTY ENTITY PROVIDING THE RESOURCES\*:**

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

(full name/company, address, depending on the entity: NIP/PESEL, KRS/CEiDG)

represented by:

……………………………………………………

*(name, position/grounds for representation)*

For the purpose of the public procurement procedure and awarding a contract for the Supply of a table (single axis motion simulator) with no temperature chamber for the Laboratory of Aviation and Autonomous Systems for the project entitled:“The Mazovian platform of material and sensor technologies and applications in energy conversion and storage, electromobility, aviation and autonomous systems” RPMA.01.01.00-14-e214/20 for the Institute of Aeronautics and Applied Mechanics (IAAM) of the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology **reference no. MELBDS.261.2.2023**, I declare that I am not subject to exclusion from the proceedings on the basis of Article 7(1) of the Bill of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security, i.e.:

1) I am not/I am\* an Economic Operator or a participant in the competition included in the lists set out in Council Regulation (EC) No. 765/2006 and Council Regulation (EU) No. 269/2014 or included in the list based on a decision on inclusion in the list that is conclusive in terms of the application of the measure referred to in Article 1 item 3 of the Bill mentioned in the introduction to the calculation;

2) I am not / I am\* an Economic Operator or a participant in a competition whose real beneficiary as defined by the Bill of 1 March 2018 on the prevention of money laundering and terrorist financing (Journal of Laws of 2022, item 593, as amended) is a person included in the lists set out in Council Regulation (EC) No. 765/2006 and Council Regulation (EU) No. 269/2014 or listed or being such a beneficial owner as of 24 February 2022, provided that such person has been listed on the basis of a decision on inclusion in the list that is conclusive in terms of the application of the measure referred to in Article 1(3) of the Bill mentioned in the introduction to the calculation;

3) I am not/I am\* an Economic Operator or a participant in the competition whose parent company as defined by Article 3(1)(37) of the Accounting Bill of 29 September 1994 (Journal of Laws of 2021, item 217, as amended) is an entity included in the lists set out in Council Regulation (EC) No. 765/2006 and Council Regulation (EU) No. 269/2014 or listed or being such a company as of 24 February 2022, provided that such company has been listed on the basis of a decision on inclusion in the list that is conclusive in terms of the application of the measure referred to in Article 1 item 3 of the Bill mentioned in the introduction to the calculation;

***electronic signature of the person(s) authorized to***

***act on behalf of the Entity***

\*Delete as appropriate

PART IV

**DETAILED DESCRIPTION OF THE CONTRACT**

The subject of this contract is **the Supply of a table (single axis motion simulator) with no temperature chamber for the Laboratory of Aviation and Autonomous Systems for the project entitled: *“The Mazovian platform of material and sensor technologies and applications in energy conversion and storage, electromobility, aviation and autonomous systems” RPMA.01.01.00-14-e214/20* for the Institute of Aeronautics and Applied Mechanics (IAAM) of the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology**

Wherever trademarks, patents, origin, source, or a specific process that characterises the products or services provided by a particular Economic Operator, or where standards, technical evaluations, technical specifications, or technical reference systems are quoted in the ToR, the Contracting Authority shall allow offering equivalent products or solutions, i.e. solutions that ensure technical, utility and operational parameters that are not worse than those defined in the documentation, and the Economic Operator offering equivalent solutions shall prove in his tender that they meet the requirements specified by the Contracting Authority.

**Technical specification**

Table (single axis motion simulator) with no temperature chamber - a device designed for calibration and verification of inertial navigation systems based on inertial sensors using MEMS technology (electromechanical microcircuit technology) or FOG (Fiber Optic Gyroscopes). Technical specification of the device:

**General definition**

1. Drive: brushless electric motors
2. RPM range: unlimited
3. Encoders: relative optical encoder
4. Rotary interface:

* 50 channels
* Receiver; 20 channels at 2 amps
* Sender, expandable for two axes; 30 channels

1. **Payload**
2. Maximum load: minimum 40 kilograms
3. Nominal load: minimum 25 kilograms
4. Nominal load inertia: minimum 0.05 kilograms.metre squared around the spinning axis
5. Rotary tabletop diameter: minimum 450 millimetres
6. **Precision (Mechanical parameters)**
7. Positioning accuracy: ±5 angular second
8. Position resolution: 0.0001 degrees minimum
9. Repeatability of position: ≤ ±2 angular second
10. Axis wobble: ≤ 5 angular second
11. **Dynamic characteristics**
12. Rate of accuracy and rate stability: ≤ 0.0005 % average over 360 degrees
13. Spee
14. d resolution rate: 0.0001 degrees/second minimum
15. Rate of accuracy and speed stability: ≤ 0.001 % average in 360 degrees
16. Bandwidth (-3 decibel/90 degrees): > 100 hertz
17. Nominal acceleration: > ±1000 degrees/second squared
18. Maximum speed rate ±500 degrees/second
19. **Power and control electronics module specifications**
20. Controller: 3-axis nGine real-time controller
21. Real-time digital interface: RS-232 or RS-422
22. Controller interface (not real-time): RS-232 or RS-422, Ethernet
23. Control frequency: minimum 1 kilo-hertz
24. Operating modes: angular position, angular velocity, angular acceleration, sinusoidal amplitude, sinusoidal frequency, sinusoidal phase
25. Display: user-configurable; position, velocity, angular displacement, operating mode, limits, error messages, remote operation
26. **Product description**
27. Mechanical interface: upgradable to three axes and a thermal chamber
28. **Other:**
29. Training for at least 5 people (remote)
30. Warranty at least 12 months

PART VI

DRAFT PROVISIONS OF THE CONTRACT

**Draft provisions of the public procurement contract to be incorporated in the Contract**

**Draft CONTRACT NO. ...................**

On .................................... 2023 in Warsaw

Warsaw University of Technology, Faculty of Power and Aeronautical Engineering, 00-665 Warsaw, 24 Nowowiejska St., NIP (tax identification number): 525-000-58-34, REGON (register of entrepreneurs): 000001554, hereinafter referred to as the **“**CONTRACTING AUTHORITY”, represented by: The Dean of the Faculty of Power and Aeronautical Engineering of the Warsaw University of Technology, prof. dr hab. inż. Janusz Frączek, acting on behalf of the Rector of Warsaw University of Technology pursuant to the power of attorney no. …………………… of ……………….……..

and

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

signed a Contract under the public procurement procedure conducted in accordance with Article 275 item 1 of the Bill of 11 September 2019 Public Procurement Law (i.e. Journal of Laws of 2021 r., item 1129,   
as amended) conducted under basic procedure no. MELBDZ.261.2.2023. for ***the Supply of a table (single axis motion simulator) with no temperature chamber for the Laboratory of Aviation and Autonomous Systems for the project entitled “The Mazovian platform of material and sensor technologies and applications in energy conversion and storage, electromobility, aviation and autonomous systems” RPMA.01.01.00-14-e214/20*** for the Institute of Aeronautics and Applied Mechanics (IAAM) of the Faculty of Power and Aeronautical Engineering of Warsaw University of Technology

the Parties conclude the Contract which reads as follows:

§ 1

1. The Economic Operator shall supply the Contracting Authority with the table (czy wiertarkę elektroerozyjną?) in accordance with the tender of........................... (date), which constitutes an integral appendix to this Contract.
2. In case of pulling the offered equipment out from sales/production, the Contracting Authority agrees to the delivery of equipment representing parameters equal to the ones specified in the tender, consistent with the Terms of Reference, for the same price.

§ 2

1. The Economic Operator declares that he meets the conditions defined in Article 112 of the Public Procurement Law.
2. The Economic Operator shall be fully liable for any damages incurred directly or indirectly by the Contracting Authority and resulting from untrue representation provided above.

§ 3

Delivery time shall be …………………… days as of signing the Contract.

§ 4

* + - 1. The Economic Operator shall deliver the subject of the contract to the registered office of the Awarding Entity - the Faculty of Power and Aeronautical Engineering of the Warsaw University of Technology, i.e. Warsaw, 24 Nowowiejska Street.
      2. Conduct remote training related to the service for minimum of 5 people.

§ 5

1. The Economic Operator shall receive a net remuneration for the delivery of the subject of the Contract, amounting to: ……………………… **PLN/USD/EURO** (in words: ………………………………………… 00/100), plus VAT amounting to ………………………….. **PLN/USD/EURO** (in words: …………………………….. 00/100); total gross remuneration amounting to ……………………… **PLN/USD/EURO** (in words: …………………………………00/100).
2. Warsaw University of Technology declares that it is a VAT payer and has the following NIP (tax identification) number: 525-000-58-34.
3. In connection with the performance of this Contract, the Contracting Authority declares that it has the status of a large entrepreneur as defined by the Bill 8 March 2013 on preventing excessive delays in commercial transactions (Journal of Laws of 2022, item 893)

§ 6

1. The Contracting Authority shall pay the remuneration for the delivered subject of the Contract by bank transfer sent to the Economic Operator's account within 21 days as of the day of receiving a correct invoice.
2. The invoice shall be issued on the basis of the device's acceptance protocol as specified in § 7 of the Contract.

§ 7

1. The Contract shall be confirmed as performed by the acceptance protocol drafted and signed by both parties.
2. Before commencing the acceptance, the Economic Operator shall provide the Contracting Authority with a detailed specification of the elements of the equipment, the warranty cards, and manuals in Polish or English.
3. In case of any concerns relating to the delivered equipment, the Awarding Entity shall provide the Contractor with a deadline for the delivery of a defect-free equipment.

§ 8

The Economic Operator shall provide the Contracting Authority with a warranty covering the subject of the Contract in accordance with the tender.

§ 9

Within 7 days as of the moment of being notified about any concerns, the Economic Operator shall undertake to service under the warranty. If the repair exceeds 14 days as of the moment of notification, the Economic Operator shall deliver replacement equipment of at least matching parameters.

§ 10

If, after a third repair, the equipment continues to demonstrate the notified defect, the Economic Operator shall replace the faulty equipment with a new one, without any additional payments, even if the prices of such equipment increase in the meantime.

§11

Detailed conditions, including the term of the warranty matching the ones specified in §9 and §10 shall be specified by the warranty cards of individual delivery elements, attached to the Contract as an appendix.

§12

The persons authorised to carry out technical arrangements and acceptance of the contract are as follows:

1. on behalf of the Contracting Authority: ………………………………………………….
2. on behalf of the Economic Operator: …………………………………………………………….

§ 13

1. The Parties agree that the compensation in force shall be the contractual penalties in respect of and amounting to:

The Economic Operator shall pay the Contracting Authority contractual penalties:

1. 10% net of the Contract value referred to in § 5(1) for withdrawing from the Contract because of the reasons attributable to the Economic Operator,
2. 0.1% of the total net remuneration referred to in § 5(1) thereof per each day of delay for a delay in performing the subject of the Contract.
3. The maximum total amount of contractual penalties that may be claimed by the parties on all grounds is 30% of the gross value of the Contract referred to in § 5(1).
4. The Parties may claim compensation exceeding contractual penalties pursuant to general rules.
5. The Contracting Authority shall pay the Economic Operator contractual interests in case of a delayed payment of remuneration.

§ 14

1. In accordance with Article 144 of the Public Procurement Law, the Contracting Authority anticipates amendments to the concluded Contract regarding, respectively, amending the contractual value, the scope of the of the contract or contract completion date in case the following circumstances start to apply:
   * + - 1. the offered equipment was withdrawn from the production/sales,
         2. as a result of extended (exceeding the deadlines defined by the Code of Administrative Procedure) administrative procedures and other time limits of the official matters, including order completion date – documented;
         3. statutory changes of the VAT rate;
         4. if it is necessary to undertake actions aiming to limit the effects of an unforeseeable circumstance caused by external factors, which could not be foreseen with certainty, in particular the one that is a direct threat to the life or health of people or poses a risk of damage that is unproportionally bigger than the damage caused by action or omission violating public funding discipline.
2. Introduction of changes in the concluded Contract is subject to drafting a “Necessity Protocol” signed by the Parties, specifying the reasons for changes and confirming the occurrence of (respectively) at least one of the circumstances listed in section 1. Necessity Protocol shall be attached to the Annex referred to in § 18(2) thereof.

§ 15

1. The Contracting Authority may withdraw from the Contract:

1) within 30 days from the date of becoming aware of a material change of circumstances resulting in the performance of the Contract not being in the public interest, which could not have been foreseen at the time of entering into the Contract, or if further performance of the Contract could endanger the essential interest of national security or public safety;

2) if one or more of the following circumstances apply:

1. the Contract has been amended in violation of Article 454 and Article 455,
2. at the time of concluding the Contract, the Economic Operator was subject to exclusion pursuant to Article 108,
3. The Court of Justice of the European Union found, under the procedure provided for in [Article 258](https://sip.lex.pl/akty-prawne/dzu-dziennik-ustaw/traktat-o-funkcjonowaniu-unii-europejskiej-rzym-1957-03-25-17099384/art-258) of the Treaty on the Functioning of the European Union, that the Republic of Poland failed to fulfil its obligations under the Treaties, Directive 2014/24/EU, Directive 2014/25/EU, and Directive 2009/81/EU, as the Contracting Authority awarded the contract in violation of the provisions of European Union law.

2. In the case referred to in section (1)(2)(a), the Contracting Authority shall withdraw from the Contract in relation to the part affected by the change.

3. In the case described in section 1 above, the Economic Operator may only demand remuneration for the performed part of the Contract.

§ 16

1. The Parties to the Contract shall immediately and mutually inform each other of the impact of the circumstances related to the occurrence of COVID-19 on the due performance of this Contract if such impact has occurred or may occur. The Parties to this Contract shall confirm this impact by attaching to the information referred to in the first sentence, statements or documents which may relate in particular to:
2. absence of employees or persons performing paid work on a basis other than an employment contract, who participate or could participate in the performance of the Contract;
3. decisions issued by the Chief Sanitary Inspector or a voivodeship sanitary inspector acting under his authority, in connection with counteracting COVID-19, imposing an obligation on the Economic Operator to take specific preventive or control actions;
4. orders issued by heads of voivodeships or decisions issued by the Prime Minister, connected with counteracting COVID-19;
5. suspension of deliveries of products, product components or materials, difficulties in access to equipment, or difficulties in the performance of transport services;
6. circumstances listed in item 1-4, insofar as they relate to a Subcontractor or further Subcontractor.
7. Either Party to the Contract referred to in section 1 may request the submission of additional statements or documents confirming the impact of the circumstances related to the occurrence of COVID-19 on the due performance of this Contract.
8. On the basis of the received declarations or documents referred to in sub-sections 1 and 2, a Party to the Contract referred to in sub-section 1 shall, within 14 days of receipt thereof, communicate to the other party its position, including reasons, regarding the impact of the circumstances referred to in sub-section 1 on the proper performance thereof. If a Party to the Contract has received further statements or documents, the time limit shall be counted from the day of receipt thereof.
9. Upon determining that the circumstances related to the occurrence of COVID-19 referred to in section 1 may affect or affect the proper performance of the Contract referred to in section 1, the Contracting Authority may, in consultation with the Economic Operator, amend the Contract as defined by Article 454 and Article 455 of the Bill of 11 September 2019 Public Procurement Law, in particular by:
10. changing the date of the performance of the Contract or part thereof, or temporarily suspending the performance of the Contract or its part,
11. changing the manner of performing supplies, and services;
12. changing the scope of the Economic Operator's performance and introducing the corresponding change in the Economic Operator's remuneration, provided that the increase in remuneration resulting from each subsequent change does not exceed 50% of the value of the original Contract.
13. In the contention referred to in section 3, the Economic Operator shall set forth the effect of the circumstances connected with the occurrence of COVID-19 on the due performance thereof and the effect of the amendment to the Contract pursuant to section 4 on the reasonableness of determination and recovery of such penalties or damages, or the amount thereof.
14. Upon finding out that the circumstances related to the occurrence of COVID-19 may affect or affect the proper performance of their agreement, which is related to the performance of the public contract or its part, the Economic Operator and the subcontractor shall agree on an appropriate amendment to their agreement, in particular, they may change the deadline for the performance of the agreement or part thereof, temporarily suspend the performance of the agreement or part thereof, change the manner of performance of the agreement or change the scope of mutual performances.
15. In the case of amending the Contract referred to in section 1, if such amendment involves a part of the Contract that was delegated to be performed by a subcontractor, the Economic Operator, and the subcontractor shall agree on an appropriate amendment to their agreement to ensure that the conditions for performance thereof by the subcontractor are not less favourable than the conditions for the performance thereof referred to in section 1, amended in accordance with section 4, by the Economic Operator.
16. Sections 6 and 7 shall apply to an agreement concluded between a Subcontractor and a further subcontractor.

§ 17

Contracting Authority declares in accordance with Article 13(1)(2) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119, page 1) - hereinafter referred to as GDPR, the Contracting Authority informs that:

1) The Personal Data included in the documents submitted by the Economic Operators during the public procurement procedure, in particular, the requests to join the procedure and in the tenders shall be administered by the Contracting Authority, i.e. Warsaw University of Technology, represented by the Rector, on behalf of whom, the task of Controller at the Faculty of Power and Aeronautical Engineering is carried out by the Dean of the Faculty.

2) Personal data is provided voluntarily, however, it is not essential for participating in the procedure and concluding the contract.

3) Personal data shall be processed pursuant to Article 6(1)(b) GDPR in order to carry out the public procurement procedure and perform the concluded contract and shall be disclosed to the authorised entities under the law in force;

4) Personal data shall be stored in accordance with Article 97(1) of the Public Procurement Law for the period of 4 years as of the day of finalising the procedure and if the term of the contract exceeds 4 years, for the term of the Contract. Personal data under the Contract concluded shall be kept for the period during which any claims may be revealed in connection with the concluded Contract.

5) Any person whose personal data is processed shall have the right to:

1. access their personal data,
2. rectify their personal data,
3. remove their personal data and restrict processing thereof under the law in force;

6) Any person whose personal data is processed shall have the right to lodge a complaint with a supervisory body if in their opinion the processing of personal data violates the law.

7) To contact the Contracting Authority's Data Protection Officer, please write to: [iod@pw.edu.pl](mailto:iod@pw.edu.pl)

§ 18

1. To all matters not regulated by this Contract, the provisions of the Bill of 11 September 2019 Public Procurement Law, the Bill of 23 April 1964 Civil Code, and the Bill of 17 November 1964 Code of Civil Procedure Code shall apply.
2. All amendments or additions to the Contract shall require the consent of both Parties and shall be made as a written Annex or otherwise null and void.
3. Any assignment of debt under this Contract requires the consent of the Contracting Authority.
4. In case of any disputes connected with the performance of this Contract, the Contracting Authority shall exhaust the complaint procedure by addressing the claims at the Economic Operator. If the Economic Operator refuses to acknowledge the claim or fails to provide a response within 21 days as of the date of lodging the claim, the Contracting Authority may take the case to the court.
5. The Parties should strive to settle the disputes amicably, in particular, to summon to a conciliation hearing as defined by Article 184-186 of the Code of Civil Procedure.
6. Any disputes that may result from the performance of the contract shall be settled by the Court with jurisdiction over the registered office of the Contracting Authority.
7. This contract has been drafted in two (2) identical copies, one (1) copy for each Party.

**CONTRACTING AUTHORITY ECONOMIC OPERATOR**

1. Economic Operators who apply for the contract jointly must multiply the part of the text up to the line beginning with “represented by” to properly reflect the number of the Economic Operators. [↑](#footnote-ref-1)
2. Economic Operators who apply for the contract jointly must multiply the part of the text up to the line beginning with “represented by” to properly reflect the number of the Economic Operators. [↑](#footnote-ref-2)
3. Please provide net and gross value in PLN/USD/EURO [↑](#footnote-ref-3)