

BRIEF INFORMATION
FOR FOREIGN CONTRACTOR

Name of the procedure:

The Design, Manufacture and Delivery including installation of a helium cooling system for the Polish Free Electron Laser - PoIFEL at the premises of the National Centre for Nuclear Research in Otwock

procedure no.: EZP.270.77.2023

The public procurement proceeding is conducted by open tender in accordance with Article 132 - of the Public Procurement Law, hereinafter referred to as the "PPL Act".

The binding document is a document in Polish (SWZ with attachments), which contains FULL information for Contractors to submit an offer.

1. The procurement procedure is conducted in accordance with the provisions of the Act of September 11, 2019. Public Procurement Law (Journal of Laws of 2023, item 1605), hereinafter referred to as the Public Procurement Law.
2. The Contractor participating in the procedure must have a qualified electronic signature.
3. The Ordering Party indicates a link to the list of qualified trust service providers
<https://esignature.ec.europa.eu/efda/tl-browser/#/screen/home>
4. The proceedings are conducted in Polish using electronic means of communication via the Purchasing Platform at: <https://platformazakupowa.pl/pn/ncbj>.
The instructions for using the Platform are posted on <https://platformazakupowa.pl/pn/ncbj>
5. Based on Article. 20 sec. 3 of the Public Procurement Law, the Ordering Party allows the possibility of submitting the bid, statements or other documents in a language commonly used in international trade - English. Subject evidence and other documents or statements prepared in a foreign language shall be submitted by the Contractor together with a translation into Polish.
6. The subject matter of the contract is described in detail in **Volume III of the SWZ**.
7. The Contracting Authority allows the possibility for the Contractor to take part in the site visit..
Participation in the site visit is **voluntary**. Participation in the site visit requires prior notification through the Purchasing Platform <https://platformazakupowa.pl/pn/ncbj> and the "Send a Message" Form, in order to obtain a pass. To enter the NCBJ premises, it is necessary to have a document confirming the identity of the persons participating in the site visit.

The Ordering Party sets the date for holding the site visit: on **23.09.2023. at 11:00 am**.

In order to obtain a pass, it is necessary to provide a list of persons who will participate in the site visit, together with the following data: name and surname, ID card number, which should be sent to the Ordering Party via platformazakupowa.pl <https://platformazakupowa.pl/pn/ncbj> and the form "Send message to the Ordering Party".

8. The Ordering Party **reserves** the obligation of the Contractor to personally perform key tasks:
TCF50 refrigerator condition analysis, repair and commissioning of the TCF50 refrigerator at the Ordering Party's site, commissioning at the Ordering Party's site and final testing of the TCF50 refrigerator;
9. Order completion date:
The Ordering Party requires that the Subject of the **order** be completed within 21 months from the date of conclusion of the contract taking into account the schedule specified in **Volume III of the SWZ** - Chapter 19, in particular Tab. 10.
10. The minimum required warranty period for the subject of the **contract** is 12 months from the date of **final** acceptance.
11. The Ordering Party specifies the conditions for participation in the procedure:
 - 1) The condition will be considered fulfilled if the Contractor proves annual revenue or annual revenue in the area covered by the subject of the contract at a level of not less than PLN 9,000,000.00 (in words - nine million zlotys) - for a period not longer than the last three financial years, and if the period of operation is shorter, for this period.

NOTE! When submitting the documents specified in item 10.8.a, the Contractor is obliged to convert them (or the conversion will be made by the Ordering Party) according to the average exchange rate of the National Bank of Poland prevailing in the country. 10.8.a, if they carry out settlements in a currency other than that indicated by the Ordering Party, they are obliged to convert it (or the conversion will be made by the Ordering Party) according to the average exchange rate of the currency according to the National Bank of Poland valid on the day when the contract notice was sent for publication in the Journal of Laws of the EU.

- 2) The condition will be fulfilled if the Contractor proves execution or performance within the last three years before the date of submission of tenders, and if the period of conducting business activity is shorter - in this period, at least: two supplies of helium cryogenics systems, of the min. value of PLN 2,000,000.00 gross each.

The helium cryogenics area should be considered to be the temperature range below 10 K.

12. The contractor is obliged to pay a deposit of PLN 300,000.00 (in words: three hundred thousand zlotys 00/100). The Ordering Party does not allow the deposit to be paid in a currency other than PLN.

The deposit must be submitted before the deadline for submitting offers in one or more of the following forms listed in Art. 97 (7) of the PPL Act, depending on the Contractor's choice.

- 12.1. The bid bond in the form of cash should be paid by transfer to the Ordering Party's bank account:

For the domestic contractor: Account number PKO BP XII O/W-wa 95 1020 1026 0000 1902 0173 4110

For a foreign contractor: Account number 95 1020 1026 0000 1902 0173 4110, IBAN PL 95 1020 1026 0000 1902 0173 4110, SWIFT BPKOPLPW,

PKO Bank Polski SA, 2nd Regional Corporate Center in Warsaw, Nowogrodzka 35/41, 00-950 Warszawa.

with information in the title "Bid bond procedure no. EZP.270.77.2023"

The bid bond must be paid before the deadline for submitting offers, for the entire period of validity of the offer.

Due to the risk related to the duration of the interbank settlement period, the Ordering Party recommends making the transfer well in advance.

- 12.2 If the **bid bond** is provided in the form of a guarantee or **surety, the Contractor shall provide the Ordering Party with the original** guarantee or surety in electronic form. A bid bond in this form must cover the entire period of being bound by the bid. The content of the guarantee or surety may not contain provisions that make its continued validity dependent on the return of the original guarantee document to the guarantor.

"The National Centre for Nuclear Research, ul. Andrzeja Sołtana 7, 05-400 Otwock NIP: 532-010-01-25, REGON 001024043" should be indicated as the beneficiary of the bid bond lodged in the form of a guarantee or surety.

If a bid bond is submitted in the form of a guarantee or surety, it is necessary that the guarantee or surety cover liability for all cases resulting in loss of the bid bond by the Contractor, as specified in Article 98 (6) of the PPL Act.

The guarantee or surety must contain in its content an **irrevocable and unconditional** obligation of the issuer of the document to pay to the Ordering Party the amount of the security deposit at the Ordering Party's first written request.

A bid bond lodged in the form of a guarantee (bank or insurance) must have the same liquidity as a bid bond lodged in cash - claiming a bid bond lodged in this form must not be difficult. Therefore, the wording of the guarantee should include a clause stating that all disputes regarding the guarantee will be settled in accordance with Polish law and subject to the jurisdiction of Polish courts, unless this results from the provisions of the law.

13. The Contractor may request the Ordering Party to clarify the content of the SWZ. The request should be sent via the Platform and the "Send a message to the Ordering Party" form.

The Ordering Party requests that questions also be submitted in editable form, as this will shorten the time for clarification.

14. All submitted documents should be signed by the Contractor with a qualified signature.

15. **Together with the Offer**, the Contractor is obliged to submit via the Platform:

- 1) an excerpt or information from the National Court Register, the Central Registration and Information on business activity or other relevant register, unless the Ordering Party can obtain them by means of free and generally accessible databases and the Contractor indicated in the Tender Form the data allowing access to those documents **with regard to the Contractor, the Contractor applying jointly for the award, as well as with regard to entities making available the resources;**
- 2) power of attorney or other document confirming the authorization to represent the Contractor or entity making available the resources, unless the authorization to represent results from the documents referred to in item 16.6. 16.6. item 1) of the IDW;
- 3) power of attorney or other document confirming the power to represent all Contractors jointly applying for the contract (e.g. agreement on cooperation). A proxy may be appointed to represent the Contractors in the proceedings or to represent them in the proceedings and conclude the contract.
- 4) the original guarantee or surety, if the bid bond is lodged in a form other than money, taking into account the provisions of item 18.3 of IDW;
- 5) **obligations** required by provisions of item 11.3. of IDW, if the Contractor relies on the abilities of the entities providing resources in order to confirm meeting the conditions of participation in the procedure, **together with powers of attorney, if the right to sign a given undertaking does not result from the documents referred to in point. 16.6. item 1) of the IDW;**
- 6) a statement by Contractors jointly applying for the award of the contract as referred to in Article 117(4) of the PPL Act;
- 7) A statement on the sanctioning provisions related to the war in Ukraine on Form 3.4. (to be submitted by: Contractor, each of the Contractors jointly applying for the award of the contract, the entity providing the resources). This statement shall be submitted in electronic form and bear a qualified electronic signature.

16. Before selecting the most advantageous tender, the Ordering Party shall call upon the Contractor whose tender has been awarded the highest mark to submit, within a specified period of time, not shorter than 10 days, up-to-date evidence as at the date of submission:

- 1) In order **to confirm the absence of grounds for exclusion** from participation in the procurement procedure:
 - a) European Single Procurement Document (ESPD)
 - b) information from the National Criminal Register regarding:
 - Article 108 (1) (1) and (2) of the PPL Act,
 - Article 108 (1) (4) of the PPL Act, concerning the ruling of prohibition to apply for a public contract as a criminal measure, made no earlier than 6 months before its submission;
 - c) the Contractor's statement, within the scope of Article 108 (1) (5) of the PPL Act, on not being a member of the same capital group, within the meaning of the Act on Competition and Consumer Protection of February 16, 2007 (Journal of Laws of 2020, item. 1076 and 1086), with another Contractor who submitted a separate bid, partial bid or a statement of affiliation to the same capital group, together with documents or information confirming the preparation of a bid, partial bid independently of another Economic Operator belonging to the same capital group; - the form of which is Form 3.3;
 - d) the Contractor's statement on the validity of the information contained in the statement referred to in Article 125 (1) of the PPL Act with respect to the grounds for exclusion from the proceedings indicated by the Contracting Authority, referred to in:
 - art. 108 (1) (3) of the PPL Act,
 - article 108 (1) (4) of the PPL Act regarding the ruling of a prohibition to compete for a public contract as a preventive measure,
 - article 108(1)(5) of the PPL Act concerning entering into an agreement with other Economic Operators to distort competition,
 - Article 108(1)(6) of the PPL Act,
- 2) If the Contractor has a registered office or place of residence outside the Republic of Poland, instead of:
 - a) information from the National Criminal Register, he shall submit information from a relevant register, such as a court register, or, in the absence of such a register, another equivalent document issued by a competent judicial or administrative authority of the country in which the Contractor has its registered office or place of residence, within the scope of Article 108 (1) (1), (2) and (4) of the PPL Act;

The document should be issued no earlier than 6 months prior to its submission.

- 3) If in the country where the Contractor has its seat or domicile the documents referred to in point 1) are not issued, or if these documents do not refer to all cases referred to in Art. 108 par. 1 points 1, 2 and 4 of the PPL Act, they shall be replaced in whole or in part, respectively, by a document containing a statement of the Contractor, indicating the person or persons authorized to represent him, or a statement of the person to whom the document relates, made under oath, or, if in the country where the Contractor has its registered office or place of residence there are no provisions for a statement under oath, made before a judicial or administrative body, notary, professional or economic self-government body competent for the Contractor's registered office or place of residence.

The document should be issued no earlier than 6 months prior to its submission.
- 4) In order **to confirm the fulfilment of the conditions for participation** of the Contractor in the proceedings, the Contractor shall submit:
 - a) **Contractor's statement of the contractor's annual revenue** or the contractor's revenue in the contract area for a period of not more than the last 3 fiscal years, and if the period of operation is

shorter - for this period;; - in order to confirm the fulfillment of the condition specified in point 8.2.3 point 1) - **in accordance with the template provided in Form 3.6.**

- b) **a list of supplies** made, and in the case of recurring or continuous services, also made, in the last 3 years, and if the period of activity is shorter - in this period, together with an indication of their value, object, dates of execution and entities for which the supplies or services were made or are performed, and the attachment of evidence specifying, whether these supplies were made or are performed duly, with the evidence in question being references or other documents drawn up by the entity for which the supplies or services were made, and in the case of recurring or continuous services are performed, and if the contractor, for reasons beyond its control, is unable to obtain these documents - a statement by the contractor; in the case of recurring or continuous services, references or other documents attesting to their satisfactory execution should be issued within the last 3 months in order to prove that the condition set out in point 8.2.4(1) has been met - **in accordance with the model which constitutes Form 3.7.**

17. The tender and the Single European Procurement Document shall be submitted, under pain of nullity, in electronic form (i.e. bearing a qualified electronic signature). These documents 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, or by an authorized representative of the Contractor.

18. The Ordering Party shall make documents and forms available in English:

- a) Form 2.1 OFFER
- b) Form 2.2 "Non-price criteria"
- c) Form 3.1 European Single Procurement Document (ESPD)
- d) Form. 3.2 Proposal of the content of the obligation of the entity providing the resources to make available to the Contractor the necessary resources for the performance of the tender contract;
- e) Form 3.3 Proposed content of the declaration of Contractors jointly applying for the award of the tender contract within the scope referred to in Article 117(4) of the PPL Act;
- f) Form 3.4 STATEMENT regarding the validity of information in the ESPD
- g) Form 3.5 STATEMENT regarding the capital group
- h) Form 3.6 Contractor's declaration of income
- i) Form 3.7 List of completed deliveries
- j) Form 3.8 STATEMENT regarding sanctions provisions related to the war in Ukraine.

19. Formal requirements for documents submitted in the proceedings:

19.1 Where the evidence in question, other documents or documents evidencing authority to represent have been issued by authorized parties:

- 1) as **an electronic document** - the Contractor provides this document;
- 2) as **a hard copy** - the Contractor **provides a digital copy of this document with a qualified signature**, certifying that the digital reproduction is consistent with the paper document;

Certification of the conformity of the digital reproduction with the document in paper form, referred to in subsection 2) above, shall be performed by a notary or:

- a) in the case of documents confirming the power of attorney to represent - respectively, the Contractor, the Contractor jointly applying for the award of the contract, the entity providing resources, each in the scope of the document that concerns him;
- b) in the case of other documents - the Contractor or the Contractor jointly applying for the award of the contract, respectively, each to the extent of the document that concerns him;

19.2. Subject matter evidence, including the statement referred to in point. 16.6.(6) of the IDW, the undertaking(s) of the entity providing the resources, which have not been issued by authorised entities, and the required powers of attorney:

- 1) The Contractor **submits it in electronic form and affixes it with a qualified electronic signature;**
- 2) when they have been drawn up as a document in paper form and bearing a handwritten signature, the Contractor shall **provide a digital reproduction of these documents bearing a qualified electronic signature,** certifying the conformity of the digital reproduction with the document in paper form.

Certification of the conformity of the digital reproduction with the document in paper form, referred to in subsection 2) above, shall be made by a notary or:

- a) in the case of subjective evidence - the Contractor, the Contractor jointly applying for the award of the contract, the entity providing the resources or the subcontractor, respectively, to the extent of the subjective evidence that concerns each of them;
- b) in the case of the measure in question, the Contractor or the Contractor jointly applying for the award of the contract, respectively;
- c) in the case of a power of attorney, the principal.

20. Bids should be submitted via the Platform by **09.11.2023, at 10:00 a.m.**

21. The bids will be opened **on 09.11.2023 at 11:00 a.m.** via the Platform.

22. The Contractor is bound by the bid from the date of submission of bids until **06.02.2024.**

23. When choosing the most advantageous bid, the Ordering Party will apply the criteria for evaluation of bids:

Price "C" - 80% = 80 points

(lowest price/reviewed price x 80 points)

Warranty period "G" - 20% = 20 points

The contracting authority will award a maximum of 10 points to the tested bid, and the number of points for the tested bid will be awarded according to the scoring:

12 months unlimited warranty	0
12 months unlimited warranty and an additional 13 to 24 months limited warranty	5
13 to 24 months unlimited warranty	10
24 months unlimited warranty and an additional 30 months or more limited warranty	15
30 months or more unlimited warranty	20

The limited warranty shall be understood as an obligation to carry out repairs as a result of failures, using the Contractor's infrastructure, the Contractor's human resources and spare parts owned by the Ordering Party. The limitation of the warranty in this case does not include damage caused by latent defects originating from the production, installation and commissioning stages.

The unlimited warranty is understood to mean the obligation to carry out repairs as a result of a breakdown, using the Contractor's infrastructure, the Contractor's human resources and spare parts owned by the Contractor.

Should the Contractor fail to indicate the warranty period in Form 2.2, the Contracting Authority shall deem that the Contractor offers 12 months of unlimited warranty, thus awarding 0 points in this criterion.

Should the Contractor offer, in Form 2.2, a warranty period shorter than 12 months of unlimited warranty, the Contracting Authority shall reject the offer.

24. Immediately after selecting the most advantageous bid, the Ordering Party shall simultaneously inform all Contractors who submitted bids of the following:
- 1) selection of the most advantageous bid, stating the name or surname, registered office or place of residence, if it is the place of business of the Contractor whose bid was selected, and the names or surnames, registered offices or places of residence, if they are the places of business of the Contractors who submitted bids, as well as the score awarded to the bids in each bid evaluation criteria and the total score,
 - 2) Contractors whose bids were rejected,
- stating the factual and legal reasons.
25. The Contractor shall be obliged to provide a performance bond for an amount equal to **2.5% of the gross price quoted in the bid** in the forms specified in Article 450 (1) of the PPL Act.
- 25.1 If the performance bond is provided in non-monetary form, the following shall be indicated as the beneficiary of the guarantee: **National Center for Nuclear Research, 7 Andrzeja Sołtana Street, 05-400 Otwock NIP: 532-010-01-25, REGON 001024043.**
- 25.2 If a deposit is submitted in cash, the Contractor may agree to credit the amount of the deposit to the security.
- 25.3 The performance bond in the form of cash shall be transferred to the bank account indicated for payment of the bid bond.
- 25.4 If the performance bond is provided in a form other than cash, the Contractor shall be required to submit the contents of the guarantee document (bank or insurance) or surety to the Ordering Party for approval before signing the contract.