

CONTRACTING AUTHORITY:

Ministry of National Defence
Al. Niepodległości 218
00-911 WARSAW
POLAND

on behalf of and for whom acts:

Polish Support and Administration Section Brunssum
Rimburgerweg 30
6445 PA BRUNSSUM
THE NETHERLANDS

**TERMS OF REFERENCE
(TOR)**

in a procedure for awarding a public contract with a value of less than the PLN equivalent of 139,000 EUR, conducted under the non-negotiation basic procedure

for transport services of children of Polish soldiers serving in Brunssum garrison to the United World College international school in Maastricht and transport of soldiers to the shooting range in Weert.

The value of the contract does not exceed the EU thresholds referred to in Article 3 of the Public Procurement Law of September 11, 2019 (Journal of Laws 2021, item 1129, as amended), hereinafter referred to as the "PPL".

CASE NUMBER: 15/ZP/21



APPROVED:

MAJ Ziemowit JASKOLSKI

.....
19 of August 2021.

CASE NUMBER: 15/ZP/21

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Chapter 1: Name and address of the contracting authority, telephone number, e-mail address and website of the procedure conducted.

Polish Support and Administration Section Brunssum

Rimburgerweg 30

6445 PA BRUNSSUM

THE NETHERLANDS

Telephone number: 0031 (0) 45 526 2867

E-mail address: wag.pnpw.brunssum@ron.mil.pl

Website address of the proceedings: platformazakupowa.pl/pn/damon

Chapter 2 Address of the website on which amendments and clarifications to the content of the ToR and other procurement documents directly related to the contract award procedure will be made available.

Website: platformazakupowa.pl/pn/damon

Chapter 3 Protection of personal data.

1. In accordance with Article 13(1) and (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 related to the processing of personal data and on the free flow of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 4 May 2016 p. 1) hereinafter referred to as "GDPR", the contracting authority informs the contractor that:
 - 1) the administrator of the personal data is the Minister of National Defence/Ministry of National Defence with their/its seat in Warsaw, at Al. Niepodległości 218, phone +48 22 628 00 31;
 - 2) the controller has appointed a Data Protection Officer who can be contacted by e-mail at: iod@mon.gov.pl or by post at the following address: Ministry of Defence, Al. Niepodległości 218, 00-911 Warsaw, marked "Data Protection Officer";
 - 3) personal data will be processed for the purpose of carrying out this public procurement procedure and concluding the contract, pursuant to Article 6(1)(b) and (c) of the GDPR;
 - 4) personal data may be transferred to entities processing personal data upon order of the administrator, as well as to persons or entities to whom documentation of the proceedings will be made available pursuant to Article 18 and Article 74 of PPL;
 - 5) personal data will not be transferred to a third country or international organisation;
 - 6) personal data obtained in connection with the proceedings will be stored for a period of 5 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 5 years, the storage period shall cover the entire contract duration;
 - 7) with regard to the personal data of persons participating in the proceedings in question, decisions will not be taken by automated means, pursuant to Article 22 of the GDPR;
 - 8) the data subject has the right to:
 - (a) access to personal data;
 - (b) request that they be corrected or supplemented, provided that the exercise of the right of correction or supplementation may not have the effect of changing the outcome of the public procurement procedure or changing the provisions of the

- public procurement contract to an extent contrary to PPL, or affect the integrity of the minutes and their annexes;
- (c) restrict processing, subject to the cases referred to in Article 18(2) of the GDPR, whereby the right to restrict processing shall not apply in relation to storage, in order to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or on important grounds of public interest of the European Union or of a Member State, and shall not restrict processing of personal data until the end of the procurement procedure;
 - d) the right to lodge a complaint with the President of the Office for Personal Data Protection (address: 00-193 Warsaw, ul. Stawki 2);
- 9) the data subject shall not be entitled to:
- (a) in relation to Article 17(3)(b), (d) or (e) of the GDPR, the right to erasure of personal data;
 - (b) the right to the portability of personal data as referred to in Article 20 of the GDPR;
 - (c) pursuant to Article 21 of the GDPR, the right to object to the processing of personal data, as the legal basis for the processing of personal data is Article 6(1)(c) of the GDPR;
- 10) the obligation for the contractor to provide personal data directly concerning them and personal data of persons participating in the proceedings is a requirement laid down in the provisions of PPL, related to participation in the procurement procedure; consequences of failure to provide certain data result from PPL.
2. When applying for the award of the contract, the contractor is obliged to comply with all formal and legal obligations related to participation in the procedure, including the obligations arising from the GDPR. In connection with the above, an contractor is obliged to submit in the contract award procedure a statement about fulfilling their information obligations provided for in Article 13 or Article 14 of GDPR, according to the contents included in Annex No. 1 to the ToR.
 3. The subcontractor is obliged, when acquiring personal data for the purposes of this procurement procedure, to comply with the information obligations under the GDPR in relation to natural persons to whom the personal data relates and from whom the data is directly obtained.
 4. The above provisions concern personal data of natural persons, directly obtained from them, and in particular personal data of:
 - 1) a contractor who is a natural person;
 - 2) a contractor being a natural person running a sole proprietorship;
 - 3) a proxy of the contractor who is a natural person (e.g. personal data included in the power of attorney);
 - 4) a member of the managing body of the contractor, being a natural person.

Chapter 4 Award procedure.

1. The contract award procedure shall be conducted under the basic procedure pursuant to Article 275 (1) of PPL and executive acts issued on its basis.
2. To the extent not regulated in the ToR, provisions of PPL and executive acts issued on its basis shall apply.

Chapter 5 Information on whether the contracting authority provides for the selection of the most advantageous tender with the possibility of negotiations.

The Contracting authority provides for selection of the most advantageous offer without holding negotiations - pursuant to Article 275, (1) of PPL.

Chapter 6 Description of the subject matter of the contract.

The subject of the contract is the provision of transport services for children by bus with a driver during the school year 2021/2022 and two trips with Polish soldiers to the shooting range.

The contractor must be in possession of valid third party liability insurance and personal accident insurance in accordance with Dutch law (and the Directive of the European Parliament and of the Council on insurance against civil liability in respect of the use of motor vehicles and the enforcement of the obligation to insure against such liability) in respect of their business activities relating to the subject matter of the contract. In case of signing the contract, at the request of the contracting authority, the contractor will have to present for inspection a copy of concluded insurance within 7 days of receiving the Contracting authority.

The children will be transported on the following route: collecting point at HQ JFC Brunssum, Netherlands - United World College Maastricht (UWC Maastricht), Netherlands - collecting point at HQ JFC Brunssum, Netherlands, supervised by an adult designated by the client. The transport of soldiers will take place between Brunssum, the Netherlands, and the firing range at Weert, Netherlands.

Carriage of children

On school days, as specified by the client, the bus will make journeys according to the following schedule:

1. Morning drive:
 - a) departure from the children assembly point in Brunssum (car park inside JFC HQ Brunssum: Rimbürgerweg 30, 6445 PA Brunssum or another location in Brunssum indicated by the ordering party) at 7.15 a.m.; the departure time may change if the additional stop in the town of Hoensbroek is cancelled, of which the ordering party will notify the contractor at least two days in advance;
 - b) the bus stop in Hoensbroek (car park at the sports ground Frederikstraat 50, 6433 GL Hoensbroek or other place in Hoensbroek indicated by the contracting authority) at 7.25 a.m., bus departure at 7.30 a.m. the bus stop in Hoensbroek may not be necessary; in this case, the client will inform the contractor at least two days in advance or indicate another stop, the location of which will not lengthen the route of the bus;
 - c) arrival at the UWC Maastricht School (Discusworp 65, 6225 XP Maastricht): no later than 10 minutes before the start of the school day;
 - d) departure with supervisor of children from Maastricht to Brunssum at 8.20 a.m., to the place referred to in point (a).
2. Afternoon drive:
 - a) departure from Brunssum, from the place described in point 1(a), with a supervisor for the children, at 14.20;
 - b) arrival at UWC Maastricht School no later than 15.00, at the place specified in point 1(c), to collect the children;
 - c) departure from Maastricht to Brunssum, at the point indicated in point 1(a), with a stop at the place indicated in point 1(b), at 15.30;
 - d) at least 8 days per school year (days to be determined by the client) pick-up and drop-off of children from Maastricht to Brunssum will take place at 12.20 due to the earlier end of lessons.
3. Noon drive (only on Fridays during school days):

- a) departure from Brunssum, from the place described in point 1(a), together with the person supervising the children, at 11.10 a.m.;
- b) arrival at UWC Maastricht no later than 12.00 noon, at the place specified under point 1(c), to collect the children;
- c) departure from Maastricht to Brunssum, at the place referred to in point 1(a), with a stop at the place referred to in point 1(b), at 12.20.

Transport of soldiers

In order to carry out shooting training, on one day in the fourth quarter of 2021 and another day in the second quarter of 2022, determined exactly by the ordering party in consultation with the administrator of the shooting range, given to the contractor within 30 days in advance, the bus will make the journey with soldiers according to the following scheme:

- d) departure from the meeting point: the car park at the JFC HQ Brunssum, Rimbungerweg 30, 6445 PA Brunssum or another place indicated by the ordering party in Brunssum at 08.30 a.m.;
- e) arrival at the shooting range in Weert, address: Kuikensvendijk 5, 6002 SR Weert no later than 9.30 a.m.;
- f) departure from the shooting range after the class at 14.00;
- g) arrival at JFC HQ Brunssum, at the place specified in point (a), at 15.00.

The description of the subject matter of the contract is also contained in Annex No. 4 to the ToR draft provisions of the contract.

Main subject of the contract: 60172000 – 4

Chapter 7 Description of parts of the contract.

1. The contracting authority does not allow partial bids.
2. Reasons for not dividing the contract into lots (Article 91(2) of PPL).

The subject of the contract is one task, i.e. the provision of transport services for children by bus with a driver in the school year 2021/2022 and two trips with Polish soldiers to the shooting range. The division of the contract by entrusting the execution of individual tasks (journeys) to different entities would result in an excessive increase in the costs of performing the contract, as the execution of similar activities, at the same time, would involve different contractors and additional people.

The lack of division into lots does not restrict competition and ensures equal access for small and medium-sized enterprises.

Chapter 8 Information on variant tenders.

The contracting authority does not allow for the possibility of submitting a variant offer.

Chapter 9 Term of the contract.

The Contractor shall be obliged to complete the subject matter of the contract within the period **from 14.09.2021 to 13.07.2022.**

Chapter 10 Draft provisions of the public procurement contract to be introduced into the content of the contract.

The draft provisions of the public procurement contract to be introduced into the content of the contract are set out in Annex No. 4 to the ToR.

Chapter 11 Information on the means of electronic communication, by which the contracting authority will communicate with contractors, as well as information on the technical and organisational requirements for drafting, sending and receiving electronic correspondence.

1. **Communication** between the contracting authority and contractors shall take place **exclusively by means of electronic communication via a purchasing platform**, hereinafter referred to as "the purchasing platform".
2. The term "**procurement platform**" shall be understood as a computer application/programme designed for the implementation of the process related to the conduct of this public procurement procedure in electronic form:
 - 1) the contracting authority uses the Open Nexus sp. z o.o. purchasing platform
 - 2) website address of the purchasing platform: <https://platformazakupowa.pl/pn/damon>
3. In order to reduce the time required for answering questions, it is preferable that communication between the contracting authority and contractors, including any declarations, requests, notices and information, are transmitted via the purchasing platform and the "Send a message to the contracting authority" form on the website of a given procedure. The date of submission (receipt) of statements, requests, notices and information shall be the date of their transmission via the purchasing platform by clicking the "Send message to the contracting authority" button, after which a message will appear that the message has been sent to the contracting authority.
4. The contracting authority shall provide contractors with information via the purchasing platform. Information concerning answers to questions, changes to the ToR, changes to the announcement, changes to the deadline for submission and opening of tenders shall be published by the contracting authority on the purchasing platform in the "Announcements" section. Correspondence which, according to the applicable regulations, is addressed to a specific contractor shall be transferred via the purchasing platform to a specific contractor.
5. The contractor, as a professional entity, is obliged to check messages and communications directly on platformazakupowa.pl sent by the Ordering Party, as the notification system may fail or the notification may end up in the SPAM folder.
6. The contracting authority, in accordance with the Regulation of the Prime Minister of December 30, 2020 on the manner of preparing and submitting information and technical requirements for electronic documents and means of electronic communication in a public procurement procedure or competition (Journal of Laws, item 2452), specifies the necessary hardware and application requirements enabling work on the purchasing platform, i.e.:
 - 1) permanent access to the Internet with a guaranteed bandwidth of at least 512 kbps;
 - 2) PC or MAC computer with the following configuration: min. 2 GB Ram, Intel IV 2 GHZ processor or better, one of the following operating systems - MS Windows 7, Mac Os x 10 4, Linux or later versions;
 - 3) any web browser installed, in case of Internet Explorer at least version 10 0;
 - 4) JavaScript enabled;
 - 5) Adobe Acrobat Reader or other software supporting the .pdf file format installed;
 - 6) encryption on platformazakupowa.pl takes place using TLS 1.3 protocol;
 - 7) the time indication of data reception by the purchasing platform is the date and the exact time (hh:mm:ss) generated according to the local time of the server synchronised with the clock of the Central Office of Measures.
7. The contractor, when entering into this public procurement procedure:

- 1) accepts the terms of use of platformazakupowa.pl as set out in the Regulations placed on the website under the tab "Regulations" and acknowledges them as binding: <https://platformazakupowa.pl/strona/1-regulamin>;
 - 2) has read and followed the Instructions for Submission of Tenders: <https://platformazakupowa.pl/strona/45-instrukcje>.
8. The contracting authority shall not be responsible for submitting an offer in a manner inconsistent with the Instructions for Using platformazakupowa.pl, in particular for a situation where the ordering party becomes aware of the content of the offer before the deadline for submission of offers (e.g. submission of an offer in the "Send a message to the ordering party" tab). Such an offer will be deemed by the contracting authority a commercial offer and will not be taken into consideration in the proceedings in question because the obligation imposed by Article 221 of the PPL was not met.
 9. The contracting authority informs that the instructions for use of the purchasing platform, in particular regarding logging in, submitting requests for clarification of the content of the notice, submitting tenders and other activities undertaken in this procedure using the purchasing platform are available in the "Instructions for Contractors" tab on the website at <https://platformazakupowa.pl/strona/45-instrukcje>.

Chapter 12 Information on the way of communication between the contracting authority and contractors with contractors by means other than electronic communication in the event of one of the situations referred to in Article 65(1), Article 66 and Article 69.

Not applicable (there are no situations referred to in Article 65(1), Article 66 and Article 69 of the PPL Act).

Chapter 13 Indication of persons authorised to communicate with contractors.

1. The Contracting authority designates the following contact persons for contractors:
Ziemowit JASKÓLSKI
Leszek KOSIOR
E-mail address: wag.pnpw.brunssum@ron.mil.pl
2. The persons indicated in pt. 1, are authorised by the contracting authority to communicate with contractors on technical matters (e.g. when the website of the conducted proceedings, e-mail, etc. does not work).
3. The contracting authority does not envisage any other contact with contractors than the one indicated in this chapter of the ToR. This means that the contracting authority will not respond to other forms of contact, in particular telephone and/or personal contact at its registered office.

Chapter 14 Period for which the offer is valid.

1. The contractor shall be bound by the tender until **25 September 2021**. The tender validity period shall start with the expiry of the deadline for submission of tenders.
2. In the event that the selection of the most advantageous tender does not take place before the expiry of the tender validity period indicated in point. 1, the contracting authority shall, before the expiry of the tender validity period, request the consent of contractors to extend this period by a period indicated by it, which shall not be longer than 30 days.
3. Extension of the tender validity period referred to in point 2, requires a contractor to submit a written statement of consent to extend the tender binding period.

Chapter 15 Description of bid preparation.

1. The contractor shall submit his offer via the purchasing platform: **platformazakupowa.pl/pn/damon**, mentioned in Chapter 11 of ToR.
2. **The tender and the statement referred to in Article 125(1) of PPL shall be submitted, under pain of invalidity, in an electronic form (bearing a qualified electronic signature) or in an electronic form bearing a trusted signature or a personal signature, pursuant to Article 63(2) of PPL.**

NOTE:

Detailed information on how to obtain a qualified electronic signature service and on the conditions of its use can be found on the websites of qualified trust service providers listed at: <http://www.nccert.pl/kontakt.htm>. Detailed information on how to obtain a Trusted Profile service can be found at: <https://www.gov.pl/web/gov/zaloz-profil-zaufany>. Detailed information on how to obtain a personal signature can be found at: <https://www.gov.pl/web/e-dowod/podpis-osobisty>.

3. Qualified signatures used by contractors to sign any files must comply with Regulation (EU) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market (eIDAS) - from 1 July 2016.
4. A tender as well as documents and statements submitted by a contractor should be in Polish. The contracting authority accepts the possibility to submit a tender, statements and other documents in English.
5. The contractor shall bear all costs related to the preparation and submission of the tender.
6. **A contractor is entitled to submit only one tender.** Should the contractor submit more than one tender, the tenders shall be rejected pursuant to Article 226 (1) (3) in connection with Article 218 (1) of PPL.
7. The contents of the tender shall comply with the requirements set out by the Contracting authority in the contract documents pursuant to Article 218(2) of PPL.
8. The offer shall be submitted on the offer form according to annex No. 1 to ToR. The size and layout of the form attached to ToR may be changed by the contractor, but the content of the offer must correspond to the content of ToR.
9. The offer must contain all required attachments according to Chapter 20 (1) of ToR.
10. A tender and declarations must be signed by a person/people authorised to represent and make declarations of will on behalf of the contractor. The contractor shall prove to the Contracting authority the authority to submit a tender, e.g. in the case of a civil law partnership, it may be the articles of association of the partnership, and if the articles of association do not provide the authority of a given partner or partners, a tender shall be valid if signed by all partners or a partner authorised by a separate resolution of the partners as an annex to the articles of association, or an attorney.
11. If a tender is signed by a proxy, a power of attorney to represent the contractor in the present procurement procedure or to represent the contractor in the procedure and to conclude a public procurement contract must be attached to the tender. The power of attorney must be submitted in an electronic form (with a qualified electronic signature) or in the electronic form with a trusted signature or personal signature, pursuant to Article 63, (2) of PPL. Powers of attorney required and not filed or defective powers of attorney shall be supplemented under the terms of Article 128(1) of PPL.
12. Pursuant to Article 219(2) of PPL, the contractor may, before the deadline for submission withdraw a tender before the deadline for submission of tenders. The procedure for

withdrawal of a tender is to be found at the instructions on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>.

13. The maximum size of one file sent through the dedicated forms for submission, modification, withdrawal of an offer is 150 MB, while in the case of communication, the file size is a maximum of 500 MB.
14. The manner in which electronic documents, statements or electronic copies of documents or statements are drawn up must comply with the requirements set out in the Ordinance of the Prime Minister of December 30, 2020 on the manner of preparing and transmitting information and the technical requirements for electronic documents and means of electronic communication in the public procurement procedure or competition (Journal of Laws, item 2452).
15. A tender, statements referred to in Article 125(1) of PPL, subjective evidence, including statement referred to in Article 117(4) of PPL (statements of contractors applying jointly for the award of the contract which show the scope of the contract to be performed by each of the contractor in accordance with Annex No. 7 to ToR), and statement of an entity providing resources, referred to in Article 118 (3) of PPL, the said means of evidence, the power of attorney shall be prepared in electronic form, in data formats defined in provisions issued pursuant to Article 18 of the Act of 17 February 2005 on informatisation of the activity of entities performing public tasks (Journal of Laws of 2020, item 346 as amended), hereinafter referred to as the "Act on Informatisation", subject to the formats referred to in Article 66 (1) of PPL, taking into consideration the type of transmitted data.
16. The file formats used by contractors should be in accordance with the Announcement of the Prime Minister of November 9, 2017 on the announcement of the consolidated text of the Regulation of the Council of Ministers on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for ICT systems (Journal of Laws of 2017, item 2247). **The Contracting authority recommends using the following formats: .pdf .doc .xls .jpg (.jpeg) with particular emphasis on .pdf. For the purposes of possible data compression, the Contracting authority recommends using one of the following formats: .zip, .7Z.**
17. The Ordering Party underlines importance to limit the size of files signed with the trusted profile, which is max. 10MB, and the limitation of the size of files signed in the eDoApp application used to create a personal signature, which is max. 5MB.
18. Due to the low risk of file integrity violation and easier signature verification, the contracting authority recommends, if possible, to convert the files comprising the offer into .pdf format and to affix a PAdES qualified signature.
19. Files in formats other than .pdf are recommended to be signed with an external XAdES signature.
In case an external XAdES signature format is used, the ordering party requires to attach a sufficient number of files, i.e. signed data files and signature files in XAdES format. The contractor should remember to submit the signature file together with the signed document.
20. When signing files with a qualified electronic signature, it is recommended to use the SHA2 hash algorithm instead of SHA1.
21. The contracting authority recommends the use of a qualified time-stamped signature.
22. The contracting authority recommends that no changes are made to files after they have been signed with a qualified signature. This may result in a breach of file integrity which will be equivalent to rejection of the offer in the procedure.

23. According to the definition of an electronic document contained in Article 3 (2) of the Act on Informatization, affixing a qualified electronic signature to a file containing compressed data is equivalent to signing the original document, with the exception of copies certified by another contractor competing jointly with it for the award of the contract, by an entity on whose capabilities or situation the contractor relies, or by a subcontractor.
24. When compressing data (packing documents) e.g. into a .zip file, it is recommended to sign each of the compressed files beforehand.
25. The contracting authority recommends that in the case of signing the file by several persons, the same type of signatures should be used. Signing with different types of signatures, e.g. personal and qualified, may lead to problems in file verification.
26. The contracting authority recommends that the contractor test the correct use of the chosen method of signing the tender files well in advance.
27. It is recommended that communication with contractors only takes place on the platform via the "Send a message to the contracting authority" form, not via email address.
28. The tender must be prepared with due care and with an appropriate time gap until the closing date for receipt of tenders. It is recommended to submit the tender 24 hours before the deadline for submission of tenders.

INFORMATION CONSTITUTING COMPANY'S SECRET.

29. The contracting authority hereby informs that pursuant to Article 74, (2) (1) of PPL, tenders submitted in the procurement procedure are open and available upon request, from the moment of their opening. Pursuant to provisions of Article 18 (3), information constituting company's secret within the meaning of the provisions of the Act of April 16, 1993 on counteracting unfair competition (Journal of Laws of 2020, item 1913) shall not be disclosed if the contractor, along with submitting such information, reserved that it may not be disclosed and proved, by enclosing relevant explanations, that the reserved information constitutes a company secret.
30. The contractor may not reserve the information referred to in Article 222(5) of PPL Act.
31. Information which constitutes business secrets shall be submitted in a separate file. On the purchasing platform, in the form for submitting an offer, there is a space designated for attaching the part of the offer which constitutes business secrecy. If the above document is incorrectly marked, it may be treated as a non-confidential document, not marked as business secret.

Chapter 16 Method and date of submission and opening of tenders.

1. The contractor shall submit a tender, together with all annexes, on the purchasing platform at platformazakupowa.pl/pn/damon on the site related to the relevant procedure **by 27 of August 2021 until 12:00 p.m. Tenders will be opened on 27 of August 2021 at 12:30 p.m.**
2. The offer must be accompanied by all documents required in ToR.
3. After completing the bid submission form and attaching all required attachments, click the "Proceed to Summary" button.
4. A tender must be submitted in electronic form (with a qualified electronic signature) or in electronic form with a trusted signature or a personal signature. In the process of submitting a tender via the purchasing platform, the contractor should sign directly on the document sent via the purchasing platform. Signing on the purchasing platform at the

summary stage is optional, but it allows to verify the validity of the signature before submitting a tender.

5. The date on which an offer is submitted shall be deemed to be the date on which it is submitted in the system (purchasing platform), in the second step of submitting the offer by clicking on the "Submit Offer" button and a message is displayed that the offer has been encrypted and submitted.
6. Detailed instructions for contractors on how to submit, amend and withdraw a tender can be found on the website at: **<https://platformazakupowa.pl/strona/45-instrukcje>**.
7. The contracting authority may change the date for submission and opening of tenders at any time before their expiry. The Contracting authority shall inform contractors of the change by publishing information on the website of the procedure.
8. The contracting authority shall, before the opening of tenders at the latest, make available on the website of the procedure conducted information on the amount which it intends to allocate for financing the contract.
9. Bids shall be opened immediately after the deadline for submission of bids, not later than the day following the day on which the deadline for submission of bids expired.
10. Tenders shall be opened using the ICT system, via the purchasing platform at the registered office of the contracting authority **by decrypting the tenders submitted on the purchasing platform**.
11. In the event of a malfunction of the telecommunications and information system which makes it impossible to open tenders by the deadline set by the awarding authority, tenders shall be opened immediately after the malfunction is remedied.
12. Immediately after the opening of tenders, the Contracting authority shall make available on the website of the proceedings <https://platformazakupowa.pl/pn/damon> information referred to in Article 222(5) of PPL.
13. Information referred to in pt. 12 will be published on the website of the conducted proceedings <https://platformazakupowa.pl/pn/damon> in the "Announcements" section.
14. Under the Public Procurement Law, the contracting authority is not required to hold a tender opening session in public with the participation of contractors or to broadcast the opening session with the participation of contractors or broadcast the opening session via electronic online video tools, but only has the right to do so.

Chapter 17 Information on conditions for participation in the proceedings.

1. Contractors who are not subject to exclusion pursuant to the rules defined in Chapter 18 of ToR, and who meet the conditions for participation in the proceedings defined by the contracting authority, may apply for the award of the contract.
2. The contracting authority shall require that a contractor applying for awarding the contract demonstrates that they meet the conditions for participation in the procedure concerning:
 - 1) the right to conduct a specific economic or professional activity, if it results from separate regulations:

Description of the fulfilment of the condition:

The contractor must be in possession of a licence for transport services, authorising them to transport passengers within the Netherlands.

- 2) technical and/or professional capacity:

Description of the fulfilment of the condition:

I. The contractor shall have at least one bus meeting all the requirements listed below:

- technically sound with up-to-date technical inspection;
- has at least 50 seats, equipped with safety belts;
- meets the emission standards applicable in the Netherlands on the route JFC Brunssum - UWC Maastricht.
- has adequate signage indicating that children are being transported
- the door control system shall eliminate the possibility of accidental opening of the doors while the vehicle is in motion; the doors shall incorporate an occupant restraint system;
- air-conditioned;
- equipped with fire-fighting and first-aid equipment in conspicuous and readily accessible places in a number appropriate to the number of persons carried;
- has emergency exits that should not be difficult to access;
- maintained in impeccable sanitary and hygienic conditions;
- suitable for transporting children from 5 to 18 years of age, as well as adults;
- in the event of breakdown of the bus, the service provider is responsible for arranging replacement transport, which must meet the same requirements as above.

II. The contractor will direct at least one person (bus driver) who meets all of the following requirements:

- the driver must have a category D driving license and at least 2 years' experience of driving a coach;
 - the driver must have an employment contract;
 - the driver must have a certificate confirming in terms of criminal no contraindications to practice the profession, i.e. Verklaring Omtrent het Gedrag (VOG) or other relevant document confirming no criminal record and no contraindications to practice the profession, issued in the country of residence of the driver;
 - the driver must be able to communicate in English.
3. Declaration of the contractor on the fulfilment of the conditions of participation in the proceedings - sample declaration of fulfilment constitutes Annex No. 2 to the ToR.
In the case of joint bidding by contractors (also applies to partners in a civil partnership), a statement on meeting the conditions shall be submitted by each of the contractors.
 4. In order to confirm meeting the conditions for participation in the proceedings, the contractor may in appropriate situations rely on technical or professional skills or financial or economic situation of entities providing resources, regardless of the legal nature of relations between them.
 5. With regard to conditions relating to education, professional qualifications or experience, contractors may rely on the abilities of entities providing resources, if those entities provide the services for which those abilities are required.
 6. The contracting authority shall assess whether the technical or professional capacity made available to the contractor by the entities providing resources makes it possible for the contractor to prove that he fulfils the conditions for participation in the procedure, and shall also examine whether there are any grounds for exclusion with regard to that entity which have been provided to the contractor.
 7. If the technical or professional skills of the entity providing the resources do not confirm that the contractor meets the conditions for participation in proceedings or there are grounds for exclusion with regard to that entity, the contracting authority shall demand that

- the contractor replaces that entity with another entity or entities within the time limit specified by the Contracting authority or demonstrates that it meets the conditions for participation in proceedings on its own.
8. The contractor may not, after the deadline for submission of tenders, rely on the abilities or situations of the entities providing the resources if, at the stage of submitting tenders, it has not relied to a given extent on the abilities or situations of the entities providing the resources.
 9. The contractor relying on the capabilities or situation of the entities providing the resources shall submit, together with the tender, a commitment of the entity (Annex No. 6 to the ToR) providing the resources to put the necessary resources at the disposal of the contractor for the purposes of performing a given contract or another means of proof confirming that the contractor, while performing the contract, will have the necessary resources of these entities at its disposal.
 10. The contractor who invokes the resources of other entities referred to in point. 4, in order to prove that there are no grounds for exclusion against them and that they fulfil the conditions for participation in the procedure, to prove that there are no grounds for exclusion against them and that they fulfil the conditions for participation in the proceedings, to the extent to which they rely on their resources, they shall submit statements indicated in Chapter 20 (1)(2)(3) of ToR, containing information on those entities.
 11. An undertaking by the entity making the resources available shall confirm that the relationship between the contractor and the entities making the resources available guarantees actual access to these resources and shall specify in particular:
 - 1) the scope of resources available to the contractor from the entity providing the resources;
 - 2) the manner and period of making the resources available to the contractor and its use of the resources of the entity making the resources available in the performance of the contract;
 - 3) whether and to what extent the entity providing the resources, on whose capabilities the contractor relies in relation to the conditions of participation in proceedings concerning education, professional qualifications or experience, will provide the services which the indicated capabilities concern.

Chapter 18 Grounds for excluding the contractor from the procedure.

1. Contractors shall be excluded from the procurement procedure in relation to which any of the circumstances indicated above occur:
 - 1) in Article 108(1) of PPL;
 - 2) in Article 109 (1) (4) of PPL, i.e.: against which liquidation has been opened, declared bankrupt, whose assets are administered by a liquidator or a court, entered into an arrangement with creditors, whose business activity is suspended, or is in any other similar situation arising from a similar procedure provided for in the legislation of the place where the procedure is opened.
2. If contractors apply jointly for awarding the contract - the contracting authority shall examine whether there are grounds for exclusion of any of those contractors.
3. In the case of a subcontractor who is not an entity making the potential available to the contractor for the fulfilment of the condition - the contracting authority will not examine whether there are no grounds for exclusion with regard to that subcontractor, which have been provided for the contractor.

4. Contractor's statement of not being excluded from the procedure - sample statement of not being excluded constitutes Annex No. 3 to ToR. In the case of joint bidding by contractors (also applies to partners in a civil partnership), the statement on not being excluded shall be submitted by each of the contractors.
5. Pursuant to Article 110 of PPL, a contractor may be excluded by the contracting authority at any stage of the procurement procedure.
6. A contractor shall be excluded pursuant to Article 111 of PPL.

Chapter 19 Information on the evidence in question.

The contracting authority does not require the submission of such an evidence in this procedure.

Chapter 20 List of declarations and documents to be submitted by contractors to confirm the fulfilment of conditions for participation in proceedings and to prove that there are no grounds for exclusion.

1. Documents and statements to be submitted with the tender:

- 1) offer form - Annex No. 1 to ToR;
- 2) statement on fulfilling the conditions of participation in the proceedings - Annex No. 2 to ToR;
- 3) statement concerning the grounds for exclusion from the procedure - Annex No 3 to ToR;

In the case of relying on the capabilities or situation of entities making available resources, the contractor shall, together with the statement referred to above, present **a statement of the entity making available the resources, confirming that there are no grounds for exclusion of that entity and that the conditions for participation in proceedings are met, respectively, to the extent to which the contractor relies on its resources.**

- 4) the commitment of the entity providing resources, referred to in chapter 17 item 9 of ToR - Annex No. 6 to ToR (if a contractor invokes the resources of another entity);
- 5) power of attorney(s) for the person(s) signing the bid if the bid is signed by a proxy (if applicable).

If a tender is submitted by contractors applying jointly for awarding the contract - a power of attorney to represent all the contractors applying jointly for awarding the contract or another document confirming the authorisation to represent the contractor - the power of attorney may be prepared according to the specimen constituting Annex No. 5 to ToR.

A proxy may be appointed to represent the contractors in the proceedings or to represent them in the proceedings and to conclude the agreement.

- 6) a statement indicating which services will be provided by individual contractors – the statement template constitutes attachment No. 7 to ToR - applies to contractors jointly applying for awarding the contract (consortium, civil partnership, etc.) in the case mentioned in Article 117 (2) and (3) of PPL.
2. **The contracting authority shall call upon the contractor whose tender was awarded the highest mark to submit updated subjective evidence, within the prescribed time limit, which is not shorter than 5 days from the date of the call.**
3. **In order to confirm that a contractor meets the conditions for participation in the procedure, the Contracting authority shall demand the following subjective evidence:**

- 1) a document proving possession of a licence authorising the provision of transport services for the carriage of passengers;
 - 2) a list of tools, plant equipment or technical devices available to the contractor in order to carry out the public procurement, together with information on the basis to dispose of these resources, according to the template constituting **Annex No. 8 to ToR (List of vehicles)**;
 - 3) a list of persons appointed by the contractor to carry out the public contract particularly responsible for providing services, quality control or managing construction works, together with information about their professional qualifications, entitlements, experience and education necessary to perform the public procurement, as well as the scope of activities performed by them and information on the basis to dispose of these persons, according to the template constituting **Annex No.9 to ToR**.
4. **In order to confirm that there are no grounds for excluding the contractor from participation in a public procurement procedure, the Contracting authority demands the following subjective evidence:** updated excerpts or information from the National Court Register or Central Register and Information on Business Activity within the scope of Article 109 (1) (4) of PPL, prepared not earlier than 3 months before submission, if separate regulations require entry in the register.
In case of a tender submitted by contractors jointly, this document shall be submitted separately by each of the contractors.
5. If the contractor relies on technical or professional abilities or financial or economic standing of entities making available their resources pursuant to the principles specified in Article 118 of PPL, the Contracting authority shall require the contractor to present the above-mentioned subjective means of evidence concerning those entities, confirming that there are no grounds for exclusion with regard to those entities from the procedure.
 6. The contracting authority shall inform that if it is necessary to ensure the proper conduct of the procurement procedure, the contracting authority may, at any stage of the procedure, call upon contractors to submit all or some of the following pieces of evidence, if they were required to be submitted in the contract notice in the contract notice or the contract documents, valid on the date of their submission.
 7. If there are reasonable grounds for believing that a piece of subject-matter evidence already submitted is no longer current, the contracting authority may at any time require the contractor or contractors to submit all or some of the pieces of subject-matter evidence up to the current date.
 8. The Contracting authority shall not demand submission of subjective evidence if they may obtain such evidence by means of free and publicly available databases, in particular public registers within the meaning of the Act on Informatization, provided that the contractor indicated in the declaration referred to in Article 125(1) of PPL data enabling access to such means.
 9. The contractor is not obliged to submit:
 - 1) the means of proof which the contracting authority has in its possession, if the contractor indicates these means and confirms that they are correct and updated;
 - 2) an extract or information from the National Court Register or the Central Business Register if the contracting authority can obtain them via free and publicly available databases, provided that the contractor delivered data allowing access to those documents.
 10. Subjective means of evidence must be submitted in a form in accordance with the Regulation of the Minister of Development, Labour and Technology of December 23,

2020 on subjective means of evidence and other documents or statements which may be required by the ordering party from the contractor (Journal of Laws of 2020, item 2415).

11. Documents confirming that there are no grounds for excluding the contractor having its registered office or place of residence outside the territory of the Republic of Poland:
Instead of: an excerpt or information from the National Court Register or from the Central Register and Information on Business Activity, referred to in item 4 - submit a document or documents issued in the country in which the contractor has its registered seat or place of residence, confirming respectively that the contractor has not been liquidated, declared bankrupt, its assets are not managed by a liquidator or a court, it has not entered into an arrangement with creditors, that its business activities are not suspended, or in any similar situation arising from a similar procedure provided for in the legislation of the place where the procedure is opened.
This document should be issued no earlier than 3 months before submission.

Chapter 21 Requirements concerning employment based on an employment relationship, in the circumstances referred to in Article 95 of PPL.

1. Requirements connected with the execution of the order relating to the employment by the contractor or a subcontractor on the basis of an employment relation of persons performing the activities indicated by the ordering party in the scope of execution of the order, if the execution of those activities involves the performance of work in a manner defined in Article 22 §1 of the Labour Code of June 26, 1974 (Journal of Laws of 2019, item 1040, 1043 and 1495): **driving a bus according to the schedule specified by the ordering party in the description of the subject matter of the order.**
2. In the course of performing the service, at each request of the Contracting authority, within the period determined in that request, the contractor shall submit to the Contracting authority the following evidence in order to confirm the requirement to employ under an employment contract by the contractor or its subcontractor persons performing the activities referred to in item 1 during the performance of the contract, i.e:
 - 1) a statement of the contractor on the employment under a labour contract of the person performing the activities requested by the employer; the statement should include, in particular: an exact specification of the entity submitting the statement, the date of submission of the statement, indication that the activities covered by the request are performed by a person employed under an employment contract, with indication of the number of such persons, first and last names of the persons, type of employment contract and a signature of the person authorised to submit the statement on behalf of the contractor;
and
 - 2) a copy, certified to be a true copy by the contractor, of the employment contract(s) of the persons performing, during the performance of the service, the activities to which contractor's declaration refers (together with a document regulating the scope of duties, if any).
3. The aforementioned documents should be anonymised in a way that ensures the protection of employees' personal data, in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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. The first and last name of the employee shall not be anonymised. Information such as date of contract, type of employment contract should be identifiable.

4. The employment of a person performing the activities specified by the contracting authority may concern both newly employed persons and persons previously employed by the contractor, and directed to perform the activities necessary for the execution of the contract indicated by the contracting authority.
5. During performance of the service, the contracting authority shall be entitled to exercise control activities with respect to the contractor, as regards contractor's or subcontractor's compliance with the requirement to employ, on the basis of an employment contract, persons performing activities necessary for performance of the contract indicated by the contracting authority. The Contracting authority shall be entitled in particular to:
 - 1) request declarations and documents as proof of fulfilment of the above requirements and their assessment,
 - 2) request clarification in case of doubts concerning the confirmation of the fulfilment of the above mentioned requirements,
 - 3) carry out on-site checks.
6. Contractor's failure to submit, within the time limit determined by the contracting authority, evidence required by the contracting authority in order to confirm contractor's fulfilment of the requirement to employ on the basis of an employment contract shall be treated as contractor's failure to fulfil the requirement to employ on the basis of an employment contract people performing activities indicated by the contracting authority.
7. Due to contractor's failure to comply with the requirement to employ persons performing the activities indicated by the contracting authority provides for sanctions specified in detail in the draft provisions of the contract, constituting Annex No. 4 to the ToR.
8. In the event of justified doubts about contractor's or subcontractor's compliance with labour law, it may request an inspection by the State Labour Inspectorate.
9. Detailed provisions on the manner of documenting employment and controlling contractor's or subcontractor's fulfilment of obligations are contained in Annex No. 4 to the ToR draft contractual provisions.

Chapter 22 Employment requirements for persons referred to in Article 96(2)(2) of PPL. Not applicable.

Chapter 23 Description of price calculation.

1. The contractor shall specify the bid price in EURO in the offer form, the template of which constitutes Annex No. 1 to ToR.
2. The price of the offer must include all costs connected with the execution of the subject matter of the order in accordance with the description of the subject matter of the order and the draft provisions of the agreement specified in Annex No. 4 to ToR.
3. The Contracting authority does not envisage the possibility of changing the price for the performance of the subject matter of the contract indicated in the bidding form, subject to provisions of Article 223 (2) of PPL and the draft provisions of the contract constituting Annex No. 4 to ToR.
4. The price of the offer must be given digitally and in words in EURO with the accuracy to two decimal places (rounding rule - below 5 the decimal places should be omitted, above and equal to 5 it should be rounded up).
5. If a tender was submitted, the selection of which would lead to the creation of a tax obligation for the contracting authority pursuant to the Act of March 11, 2004 on tax on goods and services (Journal of Laws of 2020, item 106, as amended), for the purpose of applying the price criterion, the contracting authority will add to the price presented in the

tender the amount of the VAT from goods and services tax which it would be obliged to settle. In such a case, the contractor is obliged to:

- 1) inform the contracting authority that the selection of its tender will result in the contracting authority becoming liable to tax;
 - 2) indicate the name (type) of the good or service whose supply or provision will give rise to a tax liability;
 - 3) indicate the value of the goods or services for which the contracting authority is liable to pay tax, exclusive of tax value;
 - 4) indicate the rate of value added tax which, to contractor's knowledge, will apply
6. Contractors shall bear all the costs related to preparing and submitting a tender. The Contracting authority does not provide for reimbursement of costs of participation in the procedure.
7. All settlements concerning the execution of the contract shall be made in EURO. The Contracting authority does not allow settlements in other currencies.

Chapter 24 Description of the criteria for evaluation of tenders, together with their respective weights, and tender evaluation method.

1. The tender evaluation criterion adopted in this procedure and its importance:
 - price criterion - 60% weight
 - environmental criterion - emission standard of the vehicle intended for the execution of the contract - 30% weight
 - social criterion - employment of a disabled person under an employment contract – 10 weight.
2. The way points are awarded in the criterion:

Criterion 1 - price (C):

$$C = (C_{min} / C_{of.}) \times 100 \times 60\%$$

where:

C_{min}- is the lowest price among the bids to be evaluated;

C_{of.} - is the price proposed in the remaining bids;

C - is the number of points obtained for the price by the given offer.

Criterion 2 - environmental criterion - emission standard to be met by the vehicle to be used to carry out the contract (N):

The criterion will be evaluated as follows:

Euro IV - 10 points (%)

Euro V - 20 points (%)

Euro VI - 30 points (%)

The contracting authority will award points in this one on the basis of the statement made by the contractor in the offer form.

Criterion 3 - social criterion - employment under an employment contract of a disabled person (Z):

The criterion will be evaluated as follows:

Employment of a disabled person to carry out the contract - 10 points. (%)

Failure to employ a disabled person to carry out the contract - 0 points (%)

The contracting authority will award points in this one on the basis of the statement made by the contractor in the Bid Form regarding the employment of a disabled person to carry out the contract.

3. The offer that obtains the highest number of points based on the established criteria will be considered the most advantageous. The remaining offers will be ranked according to the decreasing number of points.
4. The contractor with the highest number of points will be invited to perform the contract.
5. The evaluation of the offers with regard to the criteria presented above will be made on a hundred-point scale according to the formula:

$$S = C + N + Z$$

where:

S - is the sum of points obtained;

C - is the points for price;

N - is the score for the environmental criterion;

Z - are the points for the social criterion.

6. The points awarded to the tenderers in the individual criteria will be calculated to two decimal places. The highest number of points shall determine the most advantageous offer.
7. The contracting authority shall award the contract to the contractor whose tender complies with all the requirements laid down in the Act and in ToR and is assessed as the most advantageous on the basis of the selection criteria indicated, subject to provisions of Article 255(3) of PPL.

Chapter 25 Information on reserving the right to apply for the award of the contract to contractors only, referred to in Article 94 of PPL.

Not applicable.

The contracting authority shall **not reserve the right to apply for** awarding the contract solely to the contractors referred to in Article 94 of PPL.

Chapter 26 Requirements concerning a deposit and performance bond.

The contracting authority **does not require** a deposit or performance bond.

Chapter 27 Information on anticipated contracts referred to in Article 214 (1) (7) and (8) of PPL, if the Contracting authority envisages awarding such contracts.

The Contracting authority **does not foresee the** possibility to award sole-source contracts referred to in Article 214 (1) (7) and (8) of the PPL Act.

Chapter 28 Information on undertaking by the contractor a site inspection or examination by the contractor of documents necessary for the performance of the contract referred to in Article 131 (2) of PPL, if the Contracting authority provides for the possibility or requires submission of a tender after such site inspection or examination.

The Contracting authority **does not provide for an** on-site visit by the contractor.

Chapter 29 Information on foreign currencies in which settlements between the contracting authority and the contractor may be carried out, if the contracting authority provides for settlements in foreign currencies.

All settlements between the contractor and the contracting authority shall be carried out exclusively in EURO.

Chapter 30 Information concerning the reimbursement of costs of participation in the procedure, if the contracting authority provides for their reimbursement.

The Contracting authority **does not provide for** reimbursement of costs of participation in these proceedings subject to Article 261 of PPL.

Chapter 31 Information on the obligation of the contractor to perform key tasks personally, if the contracting authority makes such a reservation pursuant to Articles 60 and 121 of PPL.

1. Information on the obligation of individual contractors competing jointly to perform the contract personally:

The contracting authority **shall not reserve the** obligation for individual contractors competing jointly for the award of the contract to perform personally the key tasks relating to works or service contracts.

2. Information on reserving the obligation for the contractor to perform key tasks personally:

The contracting authority shall **not reserve the** obligation for the contractor to perform personally the key tasks relating to works or service contracts.

Chapter 32 Maximum number of contractors with which the contracting authority will conclude a framework agreement, if the contracting authority envisages concluding a framework agreement.

The contracting authority **does not envisage** concluding a framework agreement.

Chapter 33 Information on the intended choice of the most advantageous tender by electronic auction, together with the information referred to in Article 230 of PPL, if the Contracting authority anticipates an electronic auction.

The Contracting authority **does not provide for** selection of the most advantageous tender by electronic auction.

Chapter 34 Requirement or possibility of submitting offers in the form of electronic catalogues or enclosing electronic catalogues to the offer in the situation specified in Article 93 of PPL.

The Contracting authority **does not allow tenders to be submitted in the form of electronic catalogues, nor does it allow an** electronic catalogue to be attached to a tender submission.

Chapter 35 Information about formalities which should be completed after bid selection in order to conclude the public procurement contract.

1. The contracting authority shall enter into a public procurement contract, taking into account Article 577 of PPL, within a period no shorter than 5 days from the date of sending the notice on selection of the most advantageous tender, if the notice was sent by means of electronic communication, or 10 days if it was sent in another way.

2. The contracting authority may conclude a public procurement contract before the deadline referred to in item 1, if only one tender is submitted in the tender procedure.
3. The contractor whose tender was selected as the most advantageous one will be informed by the contracting authority about the place and date of signing the contract.
4. The contractor referred to in item no. 3, shall be obliged to enter into a procurement agreement on the terms and conditions specified in the draft contractual provisions, which constitute Annex No. 4 to ToR. The agreement shall be supplemented by provisions resulting from the tender submitted.
5. Persons representing the contractor at signing the contract should have with them documents confirming their authorisation to sign the contract, if such authorisation this does not result from the documents attached to the tender.
6. If a tender submitted by contractors jointly tendering for the contract is selected, the contracting authority may demand that, prior to conclusion of the contract, a contract governing the cooperation of those contractors be submitted. Such an agreement shall define the parties to the agreement, the purpose of their action, the manner of cooperation, the scope of work to be performed by each of them, joint and several liability for performance of the contract, indication of the consortium duration (including the period of performance of the subject of the contract, guarantee and warranty), exclusion of termination of the consortium agreement by any of its members until performance of the contract.
7. In the event that a contractor, whose tender was selected as the most advantageous, evades entering into a public procurement contract or fails to provide the required performance bond, the contracting authority may re-examine and evaluate the tenders of the remaining contractors in the procedure and select the most advantageous tender or cancel the procedure.

Chapter 36 Legal remedies.

1. Legal remedies shall be available to the contractor or any other entity which has or has had an interest in obtaining the award and has suffered or may suffer a loss as a result of violation of provisions of PPL by the Contracting authority.
2. The appeal is allowed in case:
 - 1) an action taken by the contracting authority, which does not comply with the provisions of the Public Procurement Law in an award procedure, including a draft contract provision;
 - 2) a failure to act in the procurement procedure which the contracting authority was obliged to do under the Public Procurement Law.
3. An appeal shall be lodged with the President of the National Appeal Chamber in a written form or in an electronic form provided with a trusted signature.
4. The parties and participants to the appeal proceedings shall have the right to lodge a complaint with the court against the decision of the National Appeal Chamber and the decision of the President of the National Appeal Chamber referred to in Article 519(1) of PPL. The complaint shall be lodged with the District Court in Warsaw through the Chairman of the National Appeal Chamber.
5. Detailed information on legal remedies is set out in Chapter IX Legal Remedies of the Public Procurement Law.

List of annexes:

- Annex 1 -** Offer form
- Annex 2 -** Statement of fulfilment of conditions for participation in the procedure
- Annex 3 -** Statement concerning grounds for exclusion from the procedure
- Annex 4 -** Draft contractual provisions
- Annex 5 -** Power of attorney - in case of contractors jointly submitting a tender offer for public procurement
- Annex 6 -** Undertaking by the resource provider
- Annex 7 -** Statement of contractors competing jointly for awarding the contract
- Annex 8 -** List of vehicles
- Annex 9 -** List of persons

OFFER FORM

Data of the contractor*:

.....

.....

.....
(name and address of the contractor)

Address for letters (if different than the mentioned above):

.....

.....

* in the case of an offer submitted by a consortium, the details of the leader and the consortium partner should be provided separately

In response to a contract notice in a public procurement procedure conducted under the basic procedure **for transport services of children of Polish soldiers serving in Brunssum garrison to the United World College international school in Maastricht and transport of soldiers to the shooting range in Weert case no.15/ZP/21**, we offer the performance of the contract in the full material scope, specified in the terms of reference (ToR) and in accordance with the following conditions:

PRICE CRITERIA (C) (total price for the execution of the contract):

Price (gross):EURO

(amount in words:EURO)

in accordance with the calculation below:

No.	Service	Measurement unit	Quantity	Unit net price	Net (column no. 4 x 5)	VAT*	Gross (column no. 6)
1	2	3	4	5	6	7	8
1	Transportation of children on the route: Brunssum-Maastricht-Brunssum on schooldays, from Monday to Friday (morning and afternoon shuttles of total distance of 120 km)	Day	178			0	
2	Transportation of children on the route: Brunssum-Maastricht-Brunssum (afternoon shuttle on Friday of the distance of 60 km)	Day	33			0	
3	Transportation of soldiers on the route: HQ JFC Brunssum-Weert-HQ JFC Brunssum (ca 120km)	Day	2			0	
TOTAL							

* Service to be officially used by armed forces of a state being a party to the North Atlantic Treaty, represented by the Contracting Authority, and exempt from VAT.

Legal grounds: Article 151 of Directive 2006/112/EC and Article 15 (10) of Directive 77/388/EEC.

ENVIRONMENTAL CRITERION „EMISSION STANDARD OF THE VEHICLE INTENDED FOR THE EXECUTION OF THE CONTRACT” (N):

We declare that the vehicle intended for the execution of the contract meets the exhaust emission standard:

Euro IV / Euro V / Euro VI*

**mark as appropriate*

In case of not choosing any of the above options, or choosing more than one, the contractor will not receive any point.

(in accordance with the provisions of chapter 24 ToR – Description of the criteria for evaluation of tenders, together with their respective weights, and tender evaluation method).

SOCIAL CRITERION „EMPLOYMENT UNDER AN EMPLOYMENT CONTRACT OF A DISABLED PERSON” (Z):

We commit ourselves / We do not commit ourselves *

**mark as appropriate*

to employ for the performance of the contract at least one full-time disabled person for the entire duration of the contract, in accordance with the definition of a disabled person contained in the Act of August 27, 1997 on Vocational and Social Rehabilitation and Employment of Disabled People (Journal of Laws of 2021, item 573) or within the meaning of the relevant provisions of the Member States of the European Union or the European Economic Area - if the contractor is based in or resides in these countries.

If none of the above options is selected, the contracting authority will consider that the contractor will not employ at least one disabled person to perform the contract, then the contractor will not receive any point.

If more than one of the options is selected, the contractor will not receive any point.

(in accordance with the provisions of chapter 24 ToR – Description of the criteria for evaluation of tenders, together with their respective weights, and tender evaluation method).

A. STATEMENTS:

1. **I/We* declare**, that I/We have fulfilled the information obligations provided for in article 13 or article 14 of the GDPR¹⁾ towards natural persons from whom I have obtained personal data directly or indirectly in order to apply for a public procurement in this procedure.²⁾

¹⁾ 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) (Journal of Laws of EU L 119 of 4 May 2016, page no. 1).

²⁾ If the contractor does not provide personal data other than those directly concerning him or the information obligation is excluded, pursuant to article 13 (4) or article 14 (5) of the GDPR, the contractor does not submit the declaration (removing the content of the statement, e.g. by deleting it).

2. Pursuant to Art. 225 of the Public Procurement Law, I/We inform you that, in accordance with the provisions on goods and services tax, the selection of my/our offer (mark the appropriate box):

will not lead to a tax obligation on the part of the contracting authority

will lead to a following tax obligation on the part of the contracting authority:

Name (type) of goods or services whose delivery or performance will give rise to a tax obligation	Value of the goods or services that are subject to the tax liability of the contracting authority, excluding the tax	Value-added goods and services tax rate that, according to the contractor's knowledge, will be applicable.

3. **I/We declare**, that when performing the contract covered by the proceeding (mark the appropriate box):

- I/We do not intend** to subcontract any part of the contract
 I/We do intend to subcontract the following parts of the contract to:

No.	Name/company, address of the subcontractor (if known at the date of the offer's submission)	Entrusted activities (indicate / define the entrusted scope)	Remarks

Attention:

In the event that the contractor does not fill in these data or selects „I/We do not intend to subcontract any part of the contract”, the contracting authority will assume that the contractor intends to perform the entire contract without the participation of subcontractors.

4. **I/We* declare**, that **in order to meet the condition of participation** in this contract awarding procedure, **I rely** */ **I do not rely*** on the technical or professional abilities or the financial or economic situation of other entities that make these resources available in accordance with the provisions of Article 118 of the Public Procurement Law. (mark the appropriate box).

Uwaga:

- In the event that the contractor does not mark any square or selects "**I do not rely**", the contracting authority will consider that the contractor **does not rely** on the technical or professional abilities or financial or economic situation of other entities to meet the condition of participation in this public procurement awarding procedure.
- In the event that the contractor selects "**I rely**", then the offer form should be accompanied by the commitment of the entity providing the contractor with resources for the purposes of the contract - according to the template provided in Annex 6 to the ToR.

5. **I/We* declare**, that this offer is consistent with the subject of the contract and the content of the ToR.
6. **I/We* declare**, I declare that I/We have read the conditions contained in the ToR along with any changes, additions and updates as well as other attached documents and I/We accept them without reservations.
7. **I/We* declare** that I/We have taken into account the changes and additional arrangements resulting from the procedure for granting this public procurement, which constitute an integral part of ToR, specified in all letters/documents submitted/made available by the contracting authority.
8. **I/We* declare**, that I/We have obtained the necessary information essential to prepare the offer.
9. **I/We* declare**, that I am bound by this offer for the period specified by the contracting authority in the ToR.
10. **I/We* declare**, that I/We commit myself/ourselves to fulfill the requirements related to employment on the basis of an employment contract specified in the ToR.
11. **I/We* declare**, that I/We accept the draft provisions of the contract constituting an attachment to the ToR and in the event of choosing my/our offer, I/we commit myself/ourselves to sign it in the form presented in the ToR (taking into account the changes and additional arrangements arising during the procedure for awarding this public contract) and at the place and time specified by the contracting authority.

The person authorized to contact the contracting authority in matters relating to the performance of the contract is: e-mail: tel./fax:

12. **I/We* declare** that I/We accept the payment terms specified in the draft provisions of the contract.
13. **I/We* declare**, that I/We guarantee the performance of the subject of the contract with due diligence, taking into account all required regulations and I/We accept responsibility that results from the type of services provided and is stipulated in the provisions of civil law and criminal law.

B. BUSINESS SECRET.

I/We* declare * this offer (mark the appropriate box):

- does not contain
- contain

information constituting a business secret, within the meaning of the Article 11 (2) of the Act of April 16, 1993 on counteracting unfair competition (Journal of Laws of 2020, item 1913).

Below, I enclose a relevant justification for the reservation of information constituting a trade secret. *

List of restricted documents / information:

—

* delete or cross off if not applicable

C. ANNEXES:

There are the following attachments to the offer form:

1. Declaration of fulfilment of conditions for participation in the procedure – in accordance with annex 2 to the ToR.
2. Statement of grounds for exclusion from the procedure – in accordance with annex 3 to the ToR.
3. Power of attorney - in case of contractors jointly submitting a tender offer for public procurement – in accordance with annex 5 to the ToR (if applicable).*
4. Undertaking by the resource provider – in accordance with annex 6 to the ToR (if applicable).*
5. Statement by economic operators competing jointly for awarding the contract - in accordance with annex 7 to the ToR (if applicable).*
6. Power of attorney to represent the contractor in case of signing the offer by persons not listed in the estreat from the relevant register (if applicable).*

.....

* delete or cross off if not applicable

D. THE CONTRACTOR DECLARES THAT HIS COMPANY IS:* (mark the appropriate box):

- Micro-enterprise
- Small enterprise
- Medium-sized enterprise
- sole proprietorship
- a natural person not running business activity
- other type

* mark as appropriate - cf. Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (Official Journal of the European Union L 124 of 20 May 2003, page 36-41).

In the case of a consortium, the required information must be provided in refer to the consortium leader.

- **Micro-enterprise:** the company employs fewer than 10 employees and its annual turnover (or/and its total annual balance sheet) does not exceed EUR 2 million.
- **Small enterprise:** an enterprise which employs fewer than 50 persons and its annual turnover or annual balance sheet does not exceed EUR 10 million.
- **Medium-sized enterprise:** enterprises which are not micro or small enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million or an annual balance sheet total not exceeding EUR 43 million.

ATTENTION:

1. The contracting authority recommends saving the document in .pdf format before signing.
2. The tender form must be affixed by the person or persons authorized to represent the contractor with a qualified electronic signature or a trusted signature or a personal signature.

CONTRACTING AUTHORITY:

Ministry of National Defence
Al. Niepodległości 218
00-911 WARSAW
POLAND

on behalf of and for whom acts:

Polish Support and Administration Section Brunssum
Rimburgerweg 30
6445 PA BRUNSSUM
THE NETHERLANDS

CONTRACTOR:

.....
.....
(full title/company, address and depending on entity/person: Tax Identification Number/ Universal Electronic System for Registration of the Population, National Court Register/ the Central Register and Information on Economic Activity, or other national identification number.)

Represented by:

.....
(name, last name, grounds for representing)

**STATEMENT OF THE CONTRACTOR
submitted on the basis of Art. 125 sec. 1 of the Act of September 11, 2019 Public
Procurement Law (hereinafter referred to as the PPL)**

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

For the purposes of the public procurement procedure, conducted under the non-negotiation basic procedure on the basis of Art. 275 item 1 of the PPL Act **for transport services of children of Polish soldiers serving in Brunssum garrison to the United World College international school in Maastricht and transport of soldiers to the shooting range in Weert, case number 15/ZP/21**, I declare, as follows:

STATEMENTS RELETED TO THE CONTRACTOR:

I declare that I meet the conditions for participation in the procedure specified by the contracting authority in Chapter 17 (2) of the Terms of Reference (ToR)

INFORMATION IN CONNECTION WITH RELYING ON RESOURCES OF OTHER ENTITIES

I declare that in order to demonstrate the fulfillment of the conditions for participation in the procedure, specified by the contracting authority in the ToR, I rely on the resources of the following entity/ies:

.....
to the following extent:

(indicate the entity and define the appropriate scope for the indicated entity).

DECLARATION REGARDING THE INFORMATION PROVIDED:

I declare that all the information provided in the above statements is up-to-date and truthful, and that it has been presented with full awareness of the consequences of misleading the contracting authority when providing the information.

ATTENTION:

1. In the case of contractors jointly applying for the award of the contract, the requirement to submit this declaration applies to each of the contractors
2. The Contracting Authority recommends saving the document in .pdf format before signing;
3. The document must be completed and signed with an eligible electronic signature or a trusted signature or personal signature.

CONTRACTING AUTHORITY:

Ministry of National Defence
Al. Niepodległości 218
00-911 WARSAW
POLAND

on behalf of and for whom acts:

Polish Support and Administration Section Brunssum
Rimburgerweg 30
6445 PA BRUNSSUM
THE NETHERLANDS

CONTRACTOR:

.....
.....
(full title/company, address and depending on entity/person: Tax Identification Number/ Universal Electronic System for Registration of the Population, National Court Register/ the Central Register and Information on Economic Activity, or other national identification number.)

Represented by:

.....
(name, last name, grounds for representing)

**STATEMENT OF THE CONTRACTOR
submitted on the basis of Art. 125 (1) of the Act of September 11, 2019 Public Procurement Law (hereinafter referred to as the PPL Act)**

CONCERNING THE GROUNDS FOR EXCLUSION FROM THE PROCEDURE

For the purposes of the public procurement procedure, conducted under the non-negotiation basic procedure on the basis of Art. 275 item 1 of the PPL Act **for transport services of children of Polish soldiers serving in Brunssum garrison to the United World College international school in Maastricht and transport of soldiers to the shooting range in Weert, case number15/ZP/21**, I declare, as follows:

STATEMENTS RELETED TO THE CONTRACTOR:

1. I declare that I am not subject to exclusion from the procedure pursuant to Art. 108 (1) of the PPL Act.
2. I declare that I am not subject to exclusion from the procedure pursuant to Art. 109 (1) (4) of the PPL Act and I indicate that the documents confirming these facts, which are referred to in chapter 20 (4) of the ToR are available in electronic form at the following internet addresses of open-access and free databases *(the website of the relevant registry must be provided)*:
.....

I declare that there are grounds for exclusion from the procedure in relations to me pursuant to Art. PPL Act *(provide the applicable grounds for exclusion from among those listed in Art. 108 (1) (1),(2),(5) or article. 109 (1) (4) of the PPL Act)*. at the same time, I declare that in connection with the above-mentioned circumstance, pursuant to art. 110 sec. 2 of the PPL Act, I have taken the following corrective measures:
.....

DECLARATION CONCERNING THE ENTITY WHOSE RESOURCES WILL BE REFERRED TO BY THE CONTRACTOR:

I declare that the following entity/ies, whose resources I refer to in these proceedings, i.e.: *(provide full title/company, address and depending on entity/person: registry no./citizen no)* is/are not subject to exclusion from the procurement procedure.

DECLARATION REGARDING THE INFORMATION PROVIDED:

I declare that all the information provided in the above statements is up-to-date and truthful, and that it has been presented with full awareness of the consequences of misleading the contracting authority when providing the information.

ATTENTION:

1. In the case of contractors jointly applying for the award of the contract, the requirement to submit this declaration applies to each of the contractors
2. The Contracting Authority recommends saving the document in .pdf format before signing;
3. The document must be completed and signed with an eligible electronic signature or a trusted signature or personal signature.

DRAFT CONTRACTUAL PROVISIONS**§ 1.**

1. The subject of the contract is the transport of children of Polish soldiers serving in the Brunssum garrison to the United World Collage international school in Maastricht and the transport of soldiers to the shooting range in Weert.
2. The Contractor hereby undertakes to render the following services:
 - a) transportation of children by bus with driver in the school year of 2021/2022 on the route: collecting depot Brunssum, the Netherlands – the international school United World Collage in Maastricht (UWC Maastricht), the Netherlands – children reception depot in Brunssum, the Netherlands;
 - b) two transportations of soldiers to the shooting range on the route: HQ JFC Brunssum, the Netherlands – shooting range in Weert – HQ JFC Brunssum, the Netherlands.
3. It is required that the service was performed by a bus that meets the requirements of the contracting authority specified in the List of vehicles, constituting Annex No. ... to the contract.
4. In the event of a breakdown of the bus indicated in the List of vehicles, the contractor will provide alternative transport. The replacement bus must meet the requirements of the contracting authority specified in the List of vehicles.

§ 2.

1. On school days, the bus shall shuttle on the Brunssum-Maastricht-Brunssum route twice a day (in the morning and in the afternoon) and there shall be an additional afternoon shuttle on Friday in accordance with the following schedule:
 - 1) Morning drive:
 - a) Departure from the children assembly point in Brunssum (car park inside HQ JFC Brunssum: Rimbürgerweg 30, 6445 PA Brunssum or another location in Brunssum indicated by the ordering party) at 7.15 a.m.; the departure time may change if the additional stop in the town of Hoensbroek is cancelled, of which the ordering party will notify the contractor at least two days in advance;
 - b) the bus stop in Hoensbroek (car park at the sports ground Frederikstraat 50, 6433 GL Hoensbroek or other place in Hoensbroek indicated by the contracting authority) at 7.25 a.m., bus departure at 7.30 a.m. the bus stop in Hoensbroek may not be necessary; in this case, the client will inform the contractor at least two days in advance or indicate another stop, the location of which will not lengthen the route of the bus;
 - c) arrival at the UWC Maastricht School (Discusworp 65, 6225 XP Maastricht): no later than 10 minutes before the start of the school day;
 - d) departure with supervisor of children from Maastricht to Brunssum at 8.20 a.m., to the place referred to in point 1 (a).
 - 2) Afternoon drive:
 - a) departure from Brunssum, from the place described in point 1(a), with a supervisor for the children, at 14.20;
 - b) arrival at UWC Maastricht School no later than 15.00, at the place specified in point 1(c), to collect the children;
 - c) departure from Maastricht to Brunssum, at the point indicated in point 1(a), with a stop at the place indicated in point 1(b), at 15.30.

- d) at least 8 days per school year (days to be determined by the client) pick-up and drop-off of children from Maastricht to Brunssum will take place at 12.20 p.m. due to the earlier end of lessons.
- 3) Noon drive (only on Fridays during school days):
 - a) departure from Brunssum, from the place described in point 1(a), together with the person supervising the children, at 11.10 a.m.;
 - b) arrival at UWC Maastricht no later than 12.00 noon, at the place specified under point 1(c), to collect the children;
 - c) departure from Maastricht to Brunssum, at the place referred to in point 1(a), with a stop at the place referred to in point 1(b), at 12.20.
 2. An adult designated by the ordering party will each time supervise the collection of children from collection points, their transport and disembarkation from the bus.
 3. In order to carry out shooting training, on one day in the fourth quarter of 2021 and another day in the second quarter of 2022, determined exactly by the contracting authority in consultation with the administrator of the shooting range, given to the contractor within 30 days in advance, the bus will make the drives with soldiers according to the following schedule:
 - a) departure from the meeting point: the car park at the HQ JFC Brunssum, Rimbungerweg 30, 6445 PA Brunssum or another place indicated by the ordering party in Brunssum at 08.30 a.m.;
 - b) arrival at the shooting range in Weert, address: Kuikensvendijk 5, 6002 SR Weert no later than 9.30 a.m.;
 - c) departure from the shooting range after the training at 14.00;
 - d) arrival at HQ JFC Brunssum, at the place specified in point (a), at 15.00.
 4. The contracting authority reserves that if there is no possibility to conduct shooting training, there will be no need for transport either. In case of necessity to cancel the transportation date already established, the contracting authority shall inform the contractor in advance accordingly.
 5. In the event of a need to make changes to the schedules referred to in point 1 and 3, these changes do not constitute changes to the terms of the contract requiring an annex, but must be made in writing.
 6. The contracting authority will provide the contractor by e-mail with a list of school days on which the transport of children will take place, within 5 days from the date of concluding the contract, but not later than one day before the commencement of the provision of the transport service.
 7. The contracting authority has the right to amend the list referred to in point 6, informing the contractor about the above by e-mail, at least 5 days in advance or shorter in the event of a situation beyond the control of the contracting authority, including the day on which the change in the provision of the service occurs.
 8. In the event of a sudden need to collect children from school (e.g. cancellation or reducing the classes by the school management), the contracting authority will immediately notify the contractor by phone about the change in the departure time of the bus with children or to pick up children. The contractor will be obliged to perform the service with the reported correction - without bringing additional costs to the contracting authority.

§ 3.

1. The contractor will appoint at least one person (a driver) to perform the service who meets the requirements of the contracting authority, specified in the List of persons, constituting Annex No..... to the contract..
2. In the event of a change of the person assigned to perform the service (a driver), the

new person must meet the requirements of the contracting authority specified in the List of Persons.

3. The contracting authority requires the employment of persons driving a bus transporting children, indicated in the List of persons under a contract of employment by a contractor or subcontractor.
4. During performance of the service, the contracting authority shall be entitled to exercise control activities with respect to the contractor, as regards contractor's or subcontractor's compliance with the requirement to employ, on the basis of an employment contract, persons performing activities necessary for performance of the contract indicated by the contracting authority. The Contracting Authority shall be entitled in particular to:
 - 1) request declarations and documents as a proof of fulfillment of the above requirements and their assessment,
 - 2) request clarification in case of doubts concerning the confirmation of the fulfillment of the above mentioned requirements,
 - 3) carry out on-site checks.
5. During the execution of the service, for each request of the contracting authority, the contractor will submit the following evidence to the contracting authority with the deadline specified in that request, in order to confirm that the contractor has fulfilled the requirement of employment under the contract of employment of the persons indicated in point 3 during the performance of the contract:
 - 1) a contractor's statement of employment under the contract of employment of the person performing the contracted activity. This statement should include, in particular: the exact name of the person making the statement, the date of the statement, the indication that the requested activity is performed by persons employed under the contract of employment, together with an indication of the number of such persons, and the names of those persons, the type of employment contract and the signature of the person authorized to make a declaration on behalf of the contractor;
 - 2) a certified by the contractor copy of the contract / contracts of the persons carrying out the service. Statement of the contractor (together with a document regulating employee responsibilities, if it was prepared). A copy of the contract/contracts should be anonymized in a manner ensuring the protection of personal data of employees, according to 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). Employee name is not anonymous. Information such as the date of signing of the contract, type of contract and should be identifiable.
6. Contractor's failure of providing a confirmation of employment under the contract of employment, within the time limit setup by the contracting authority, shall be treated as not fulfilling the requirements of employment under the contract of employment.
7. Due to contractor's failure to comply with the requirement to employ persons performing the activities indicated by the ordering party on the basis of an employment contract, the contracting authority provides for a sanction in the form of:
 - 1) contractor's obligation to pay a contractual penalty in the amount of 0.1% of the gross value of the subject of the contract, referred to in § 8 (6) of the contract, for each day of exceeding the deadline specified in the call referred to in point 5;
 - 2) contractor's obligation to pay a contractual penalty in the amount of 0.2% of the gross value of the subject of the contract, referred to in § 8 (6) of the contract, for each day on which the person employed to perform the activities referred to in point

- 3, performs them without employment under an employment contract.
8. The contractor is obliged to employ, under an employment contract, at least one full-time disabled person for the entire duration of the contract, in accordance with the definition of a disabled person contained in the Act of 27 August 1997 on vocational rehabilitation and social and employment of people with disabilities (Journal of Laws of 2021, item 573) or within the meaning of the relevant provisions of the Member States of the European Union or the European Economic Area - if the contractor is established or resides in these countries - and is obliged to strictly comply with labor and social security law in relation to these employees, particularly when it comes to working time standards and the obligation to pay social insurance contributions.
 9. The employment of a disabled person will also include further employment of a disabled person who is already employed by the contractor and who will be delegated to perform activities related to the performance of the contract.
 10. In the event of termination of employment by a disabled person or by the contractor before the end of the term of the contract, the contractor will be obliged to employ another disabled person in this place.
 11. Employment requirements refer to the involvement of a disabled person to perform the subject of the contract by entrusting this person with activities related to the actual performance of the contract.
 12. The disabled status is to be determined on the basis of a certificate of disability or a certificate of the degree of disability (severe or moderate or light) or a certificate of long-term incapacity to work, issued by the disability adjudication team or a certified doctor of the Social Insurance Institution or the Agricultural Social Insurance Fund or issued by the other national authorized person/team. appropriate for the place of business of the contractor.
 13. During the performance of the service, at each request of the contracting authority within the time limit set in this request, the contractor will submit to the contracting authority a document confirming employment under a contract of employment for at least one disabled person in full-time in the form of a written statement, which should include in particular: the entity submitting the declaration, date of submission of the declaration, indication of the scope and type of tasks that the disabled person will perform under the contract, indication of the type of employment contract, working time and signature of the person authorized to submit the declaration on behalf of the contractor.
 14. In the event of a change of disabled people, the contractor is obliged to provide the contracting authority with a document confirming the employment of a new person under an employment contract, indicated in point 13, within 14 (fourteen) calendar days from the date of the change. In the event that the contractor has extended the employment contract to an employee previously employed, the contractor will present the contracting authority with the document as above within 14 (fourteen) calendar days from the date of contract extension.
 15. For the contractor's failure to meet the requirement to employ a disabled person, the contracting authority provides for sanctions in the form of:
 - 1) the contractor's obligation to pay a contractual penalty in the amount of 0.1% of the gross value of the item referred to in § 8 (6) of the agreement, for each day of exceeding the deadline specified in the call referred to in point 13;
 - 2) the contractor's obligation to pay a contractual penalty in the amount of 0.1% of the gross value of the subject of the contract, referred to in § 8 (6) of the agreement, for each day of exceeding the deadline referred to in point 14;
 - 3) *the contractor's obligation to pay a contractual penalty in the amount of 10% of the gross value of the subject of the contract, referred to in § 8 (6) of the contract, in*

*the event of not employing at least one disabled person in full time*¹

§ 4.

The ordering party and the contractor agree that in the event of damage to or destruction of the property of the transported persons during transport due to the fault of the carrier, this damage or destruction will be compensated by the contractor. Compensation will only apply to cases of immediate notification of damage or destruction of property on the same day on which the transport was carried out. Compensation may not apply to damage or destruction of property if the property was not properly secured during transport.

§ 5.

1. The Contractor declares that his entire activity is insured and holds an insurance policy no. for the amount of EURO (in words:EURO) covering civil liability for business activities related to the subject of the contract. Insurance period from to
2. The contractor will present the contracting authority with a copy of the above-mentioned policy confirmed to be true to the original by the contractor within 7 days from the date of concluding the contract.
3. In the event that referred to in point 1 the contractor's insurance policy in the scope of conducted business activity will expire before the end of this contract, the contractor will extend the insurance, maintaining its continuity for the period of contract performance specified in § 7 of the contract and present a document confirming the conclusion of the insurance contract to the contracting authority, at least 14 days before the expiry of the policy.

§ 6.

1. Persons responsible for the performance of the contract on the part of the contracting authority shall be:
 - 1) Ziemowit JASKÓLSKI, tel. 0031 455262867, e-mail: wag.pnpw.brunssum@ron.mil.pl
 - or
 - 2) Leszek KOSIOR, tel. 0031 455263229, e-mail: wag.pnpw.brunssum@ron.mil.pl
2. Osobą odpowiedzialną za realizację umowy ze strony wykonawcy jest:, tel., e-mail:
3. If it is necessary to introduce changes to the persons indicated in (1) and (2) together with telephone, fax, e-mail numbers etc., this change does not constitute a change to the terms of the contract requiring an annex, but must be entered in writing.

§ 7.

The Parties agree that the contract period shall be **from 14.09.2021 r. to 13.07.2022 r.**

§ 8.

1. Payment for the service shall be EURO per each school day (morning and afternoon drive) and EURO per each additional noon drive on Fridays, in accordance with the offer form, constituting Annex nr ... to the contract. Payment shall solely be effected for the carried out shuttles only and if the service has been complete.
2. Payment for the transportation service of soldiers to the shooting range and back to HQ JFC Brunssum shall be EURO per each day, in accordance with the offer

¹ If the contractor in the presented offer does not declare employment of at least one disabled person to perform the contract, the provisions of points 8-15 will be deleted from the contract.

- form, constituting Annex nr ... to the contract. Payment shall solely be effected for the carried out drive only and if the service has been complete.
3. The contracting authority shall effect payments for the service rendered based on an invoice issued by the contractor (VAT excluded) on a monthly basis.
 4. Payment for each invoice shall be effected to the contractor's bank account within 14 days of receiving the invoice.
 5. The fee will be paid by the contracting authority only for the days during which the service was provided. At the same time, the contracting authority indicates that the minimum number of days in which the contractor will provide the service and receive remuneration is 30 days.
 6. Total remuneration for the performance of the contract shall not exceed the amount of**EURO** gross (VAT = 0%) (in words: **EURO**). Remuneration shall be inclusive of all receivables arising from the performance of the contract.
 7. The maximum amount, after adding up all invoices, during the term of the contract may not exceed the amount specified in point 6.
 8. During the term of the contract, the unit prices indicated in the offer form, constituting Annex No..... to the contract will not be indexed.
 9. The payment date is considered to be when the transfer order is submitted to bank of the contracting authority.
 10. The contractor declares that he will deliver invoices:
 - 1) in paper form with the required attachments to the following address: Administrative Department of the Ministry of National Defense, 00-911 Warsaw, al. Niepodległości 218*
 - 2) in electronic form with the required attachments, provided that they are sent to the following address: (indicated by the contracting authority),*
 - 3) in the form of structured electronic invoices with the required attachments, provided that they are sent to the PEF address: *

** before concluding the contract, the parties agree on the method of delivering invoices to the contracting authority*
 11. If the contractor uses PEF, the contractor is obliged to include in a structured electronic invoice the elements required by the Act of March 11, 2004 on tax on goods and services, and additionally is obliged to provide information on the recipient of the payment and indicate the public procurement contract, the invoice relates to.
 12. In the event of a change in the form of delivery of invoices in relation to the content of the declarations made in the offer, the contractor undertakes to notify the contracting authority's representative (in writing, by fax or e-mail), referred to in § 6 point 1 (1) or (2), at least 7 calendar days prior to the delivery of invoices.
 13. If the contractor is registered as an active taxpayer of value added tax, the contracting authority will pay the remuneration using the split payment mechanism, i.e. in the manner indicated in Article 108a (2) of the Act of March 11, 2004 on tax on goods and services.
 14. The amount due for invoices issued by the contractor will be settled by the contracting authority in the form of transfer orders to the contractor's account: bank account number
 15. The contractor's remuneration will be made in EURO and all payments will be made in this currency.
 16. The contractor declares that:
 - 1) he is/ is not a VAT taxpayer *
 - 2) the appropriate tax office/revenue for the contractor is

**(cross off if not applicable)*

17. The Contractor declares that the indicated in paragraph 14, the account number was disclosed in the list of entities registered as VAT payers, unregistered and deleted and restored to the VAT register kept by the Head of the National Revenue Administration (hereinafter: "White List") and that the bank account number indicated in all invoices that will be issued in on his behalf, is an account for which, in accordance with Chapter 3a of the Act of August 29, 1997 - Banking Law, a VAT account is kept.
18. In the event of a discrepancy between the bill indicated on the invoice and the bill indicated on the "White List", the contracting authority is entitled to settle the payment to the account indicated on the "White List", as the contractor's account. Payment to the account indicated in the "White List", as the contractor's account, results in the cancellation of the contracting authority's obligation towards the contractor.
19. If the contractor's bank account is not disclosed on the "White List", the contracting authority will be entitled to pay the remuneration to the account indicated in the invoice, however, with the simultaneous fulfillment of obligations under the law, including notifying the penal and fiscal administration authorities.
20. If the contracting authority incurs any costs as a result of incorrectly specifying the bank account number, the contractor shall pay the contracting authority compensation in the amount of costs incurred by the contracting authority in connection with the incorrect indication of the bank account number.²

§ 9.

1. The contractor shall pay the contracting authority contractual penalties:
 - 1) in the amount of 20% of the gross value of the contract referred to in § 8 (6) of the contract, in the event of termination of the contract with immediate effect or withdrawal without setting an additional deadline by the contracting authority, for reasons attributable to the contractor;
 - 2) in the amount of 20% of the gross value of the contract referred to in § 8 (6) of the contract, in the event of termination / withdrawal from the contract by the contractor for reasons attributable to him;
 - 3) in the amount of 0.5% of the gross value of the subject of the contract referred to in § 8 (6) of the contract in the event of non-performance of the service for one school day;
2. The contracting authority has the right to terminate the contract with immediate effect or withdraw without setting an additional deadline and with the consequences referred to in point 1 (1), in the following cases:
 - 1) expiry of the contractor's license to provide transport services related to the transport of people;
 - 2) absence of current technical tests of the vehicle used for transport of people;
 - 3) failure to provide a copy of the contracting authority's insurance policy within 7 days from the date of conclusion of the contract;
 - 4) finding the driver is not employed under an employment contract;
 - 5) lack of employment of a disabled person, if the contractor in the course of the contract award procedure conducted earlier, submitted an offer in which he declared employment of a disabled person to perform the contract;
 - 6) repeated cases (at least five times a month) of substituting a dirty bus. Applies to mess inside, such as dirty seats, greasy windows, crumbs on the floor, when bringing the bus to the morning ride;
 - 7) repeated cases of delays (at least five times a month) when bringing the bus to subsequent drives (does not apply to delays caused by difficulties on the bus route);
 - 8) if the Contractor fails to perform the service twice or does not perform it in

² In the event that the economic operator is not registered as a VAT payer, the provisions of points 17-20 will be removed from the contract.

accordance with the contract.

3. The Ordering Party has the right to withdraw from the contract without setting an additional date or termination with immediate effect and with the consequences referred to in point 1 (1), when the contractor improperly performs its contractual obligations. The contracting authority may exercise the right to withdraw from the contract up to 30 days after the date on which the circumstances entitling to withdraw or terminate the contract occurred.
4. The termination of the contract with immediate effect must be in writing form along with justification.
5. The contracting authority reserves the right to claim damages in the amount exceeding the amount of contractual penalties on general terms specified in the Act of 23 April 1964 Civil Code (Journal of Laws 2020, item 1740), hereinafter referred to as the "Civil Code".
6. The contracting authority reserves the right to deduct the charged contractual penalties directly from the contractor's invoices.
7. The contracting authority may also withdraw from the contract in the cases and within the time limit referred to in Article 456 of the Public Procurement Law.
8. The total amount of contractual penalties calculated under this contract shall not exceed 30% of the gross value of the subject of the contract referred to in § 9 (6) of the contract.
9. Penalties may be charged separately for each title. The charging or payment of one penalty does not consume other penalties, even in the case of charging or paying a penalty for withdrawal from the contract
10. Either party may terminate this agreement upon 30 days' notice.

§ 10.

1. The parties undertake to fulfill the information obligation referred to in Article 14 (1) and (2) of the GDPR, towards persons designated for representation and contact, as well as towards persons who will physically perform the service.
2. This obligation will be performed orally during the first contact with a person through the contractor who, on behalf of the Ministry of National Defense, will provide the information referred to in Article 14 (1) and (2) of the GDPR to its employees.
3. The content of the information obligation will constitute Annex No. ... to the agreement - GDPR, information clause.

§ 11.

1. Any amendments hereto, made against mutual consent of the Parties, shall be made in writing under pain of nullity.
2. Issues not provided for herein shall be governed by Polish law, i.e. the Polish Public Procurement Law and the Civil Code.
3. Any disputes and controversies arising shall be settled by a court of law locally competent for the seat of the Awarding Entity.
4. This contract has been executed in six copies, three counterparts in English and three counterparts in Polish.
5. The language of the contract is Polish.

The fulfillment of the information obligation referred to in Article 14 (1) and (2) of the GDPR (General Data Protection Regulation) towards persons designated for representation and contact, as well as persons who will physically perform the service.

Acting pursuant to Article 14 (1) and (2) of the GDPR, I would like to inform you that: the administrator of personal data is the Minister of National Defense / the Ministry of National Defense based in Warsaw, at al. Niepodległości 218, tel. +48 22 628 00 31.

Administrator appointed Data Protection Officer who can be contacted by email: iod@mon.gov.pl or by post: Minister of National Defense, Al. Niepodległości 218, 00-911 Warsaw (POL), with note "Data Protection Officer".

Your personal contact / business / identification data have been obtained from based in and will be processed in order to perform the contract No. of

The legal basis for the processing of personal data is Article 6 (1) (e) of the GDPR, i.e. data processing is necessary to perform a task carried out in the public interest.

Personal data will be transferred to entities processing personal data at the request of the administrator, as well as to other entities authorized under the law.

The data will not be transferred to a third country or to an international organization.

The data will be stored for the period of resulting from the provisions of law, i.e. in accordance with the "Single Item List of Files" in force at the Ministry of National Defense.

Person, who the data refers to, is entitled to:

- access to his/her personal data, rectification of inaccurate personal data concerning him/her, require restriction of processing of his/her personal data, when the cases refer to GDPR,
- bring a complaint to the Chairman of the Office for Personal Data Protection (address: 00-193 Warsaw, ul. Stawki 2).

Person, who the data refers to, is not entitled to:

- transfer data, delete data and raise an objection.

There will be no automated decision-making or profiling during data processing.

POWER OF ATTORNEY (template)
power of attorney to represent contractors jointly applying for contracts -
Art. 58 of the Act of September 11, 2019 - Public Procurement Law (Journal
of Laws, item 2019, as amended), hereinafter referred to as the "PPL" Act.

1. based in, at the street,
/enter the name of the contractor no. 1/
represented by the authorized persons:
1.
2.

2* based in, at the street,
/enter the name of the contractor no. 2/
represented by the authorized persons:
1.
2.

jointly referred to as the contractor, jointly applying for the award of a public contract
for transport services of children of Polish soldiers serving in Brunssum garrison to
the United World College international school in Maastricht and transport of soldiers
to the shooting range in Weert, case number 15/ZP/21, hereby expressing consent to
jointly bear the related joint and several liability pursuant to Art. 445 of the PPL Act, we
appoint our proxy as the leader of the consortium: / enter the contractor to
be appointed as a proxy /

within the meaning of Art. 58 (2) of the PPL Act, and we grant a power of attorney to **:

- a) signing and submitting the offer with attachments on behalf of contractors;
- b) representing the contractor, as well as each of the above-mentioned contractors separately, in the public procurement procedure;
- c) submit on behalf of contractors in the course of the procedure any statements and perform actions provided for by law and make other statements in connection with the proceeding, including asking questions, submitting explanations regarding the content of the offer and other documents submitted by contractors in connection with the proceeding;
- d) keep correspondence related to the proceeding;
- e) submit on behalf of contractors the legal protection measures they are entitled to in the proceedings, as well as submit a declaration of joining the appeal filed by another contractor in the proceeding;
- f) submit pleadings on behalf of contractors in the proceeding before the Chairman of the Public Procurement Office, the National Chamber of Appeal at the Chairman of the Public Procurement Office and the District Court;
- g) represent contractors at the meeting and at the hearing before the National Appeals Chamber at the Chairman of the Public Procurement Office and before the District Court;
- h) conclude a public procurement contract being the subject of the proceeding on behalf of contractors;
- i) represent contractors in the course of contract performance.
- j)

.....
.....
(list other activities for which the contractor empowers an attorney in accordance with the consortium agreement)

This power of attorney is irrevocable and is granted for the duration of the contract or the final completion of the public procurement procedure, in which the above-mentioned a consortium has been selected to perform the contract. The proxy has the right to appoint further proxies and grant them a power of attorney to act independently in the above-mentioned scope.

1. For:
/ enter the name of the contractor no. 1/

2*. For:
/ enter the name of the contractor no. 2/

* when the offer is submitted by a consortium composed of 2 contractors. When the offer is submitted by a consortium of more than 2 contractors, the remaining contractors should be added.

** The contracting authority requires the appropriate scope of the empowering to be marked

ATTENTION:

1. **The Contracting Authority recommends saving the document in .pdf format before signing;**
2. **The document should be completed and signed with an eligible electronic signature or a trusted signature or a personal signature by all authorized persons to represent joint contractors**

UNDERTAKING

of the entity providing the contractor with resources for the needs of the contract
 art. 118 (3) (4) of the Act of September 11, 2019 - Public Procurement Law (Journal of Laws,
 item 2019, as amended), hereinafter referred to as the "PPL Act"

I/We*

.....
 (full title, address of the entity providing the contractor with resources)

Tax Identification Number* : National Business Registry Number* :
 (or other national identification number as appropriate)

represented by:

.....
I/We* undertake to make my resources available i.e.:

.....
 (resource determination - technical or professional skills, financial or economic situation,
 education, professional qualifications, experience)

to the contractor

i.e.:.....:

when performing the contract **for transport services of children of Polish soldiers
 serving in Brunssum garrison to the United World College international school in
 Maastricht and transport of soldiers to the shooting range in Weert, case number
 15/ZP/21.**

In order for the contracting authority to assess whether the contractor will have my
 abovementioned resources for the conducting of the above-mentioned order, **I/We* declare
 that:**

**1) I am/We are providing the contractor with the abovementioned resources in the
 following scope:**

.....

**2) the manner and period of making available and using the resources made
 available to the contractor will be as follows:**

.....

**3) as an entity providing abilities in the form of education, professional
 qualifications or experience, I/We will provide services to which the indicated
 abilities relate;**

4) the scope of my participation in the performance of the contract will consist in:

.....

5) the nature of the relationship between me and the contractor will be as follows

.....

**6) the period of my participation in the performance of the contract will be as
 follows:**

.....

*The contracting authority informs that, in accordance with the provisions of the Public Procurement Law, the contractor may
 attach to the offer another subjective means of proof, instead of this appendix, confirming that the contractor will have the
 necessary resources of these entities while performing the contract. [Art. 118 (3) of the PPL Act].*

ATTENTION:

- 1. The Contracting Authority recommends saving the document in .pdf format before signing.**
- 2. The document must be completed and signed with an eligible electronic signature or a trusted signature or a personal signature by the entity/person providing the resources.**
- 3. This declaration should be submitted only if the circumstances referred to in Art. 117 (4) of the PPL Act.**

STATEMENT

of contractors jointly applying for the award of the contract, which shows which services will be performed by individual contractors

This declaration is made pursuant to Art. 117 (4) of the Act of September 11, 2019 - Public Procurement Law (Journal of Laws 2021 item 1129), hereinafter referred to as the "PPL Act"

Concerns a public contract *for transport services of children of Polish soldiers serving in Brunssum garrison to the United World College international school in Maastricht and transport of soldiers to the shooting range in Weert, case number 15/ZP/21*

In connection **with the submission of a joint offer** and the occurrence of the circumstances referred to in Art. 117 (4) of the PPL Act, **I / we declare** * that the services below:

.....
.....
(name services and determine their scope)

will be performed by the following contractor:

.....
.....
(the name of the contractor jointly applying for the contract should be provided)

* delete (cross off) if not applicable

ATTENTION:

- 1. The Contracting Authority recommends saving the document in .pdf format before signing**
- 2. The document must be completed and signed with an eligible electronic signature or a trusted signature or personal signature**
- 3. The document submitted by each contractor jointly applying for the award of the contract**
- 4. This statement should be submitted only if the circumstances referred to in Art. 117 (4) of the PPL Act.**

LIST OF VEHICLES

It concerns the contract carried out for the Ministry of National Defense *for transport services of children of Polish soldiers serving in Brunssum garrison to the United World College international school in Maastricht and transport of soldiers to the shooting range in Weert case no.15/ZP/21.*

I/We declare that the following bus will be allocated to perform the contract:

L.p.	Bus	
1.	Data of the vehicle	Brand and model: Plates number:..... Date of manufacture:
	Technical inspection of the vehicle	Date of execution the technical inspection:..... Technical inspection valid till:
	<p>I/We declare that the bus:</p> <ol style="list-style-type: none"> 1) technically sound with up-to-date technical inspection; 2) has at least 50 seats, equipped with safety belts; 3) meets the emission standards applicable in the Netherlands on the route JFC Brunssum - UWC Maastricht. 4) has adequate signage indicating that children are being transported 5) the door control system shall eliminate the possibility of accidental opening of the doors while the vehicle is in motion; the doors shall incorporate an occupant restraint system; 6) air-conditioned; 7) equipped with fire-fighting and first-aid equipment in conspicuous and readily accessible places in a number appropriate to the number of persons carried; 8) has emergency exits that should not be difficult to access; 9) maintained in impeccable sanitary and hygienic conditions; 10) suitable for transporting children from 5 to 18 years of age, as well as adults. 	

Pursuant to Art. 118 (3) of the Public Procurement Law, a contractor who relies on the abilities or situation of entities providing resources, submits, together with the offer, the obligation of the entity providing the resources to provide it with the necessary resources for the implementation of a contract, or another subjective means of proof confirming that the contractor, while executing the contract, will had the necessary resources of these entities. The form of the obligation is attached as **Annex 6 to the ToR.**

ATTENTION:

1. The Contracting Authority recommends saving the document in .pdf format before signing
2. The document must be completed and signed with an eligible electronic signature or a trusted signature or personal signature

LIST OF PERSONS

It concerns the contract carried out for the Ministry of National Defense *for transport services of children of Polish soldiers serving in Brunssum garrison to the United World College international school in Maastricht and transport of soldiers to the shooting range in Weert case no.15/ZP/21.*

I/We declare that the following persons will be appointed to perform the contract:

<p>The contractor will appoint at least one person (a bus driver) who meets all the requirements listed below:</p> <ol style="list-style-type: none"> 1) the driver must have a category D driving license and at least 2 years' experience of driving a coach; 2) the driver must have an employment contract; 3) the driver must have a certificate confirming in terms of criminal no contraindications to practice the profession, i.e. Verklaring Omtrent het Gedrag (VOG) or other relevant document confirming no criminal record and no contraindications to practice the profession, issued in the country of residence of the driver; 4) the driver must be able to communicate in English. 		
Ord. No.	Driver of the bus	
1.	<p>First name and last name</p> <p>.....</p>	
	<p>Driving License D category</p> <p>Driving license number:</p> <p>Issued by:.....</p> <p>Date of issue:.....</p> <p>Valid till:</p>	
	<p>I/We declare that the driver has at least 2 years of experience in driving a coach.</p>	
	<p>certificate confirming in terms of criminal no contraindications to practice the profession, i.e. Verklaring Omtrent het Gedrag (VOG) or other relevant document confirming no criminal record and no contraindications to practice the profession, issued in the country of residence of the driver</p>	<p>Date of issue:.....</p> <p>.....</p>
	<p>I/We declare that the driver can communicate in English.</p>	
	<p>Information on the basis for disposing of the person</p>	<p>The basis for disposing of the person - contract of employment</p>

Pursuant to Art. 118 (3) of the Public Procurement Law, a contractor who relies on the abilities or situation of entities providing resources, submits, together with the offer, the obligation of the entity providing the resources to provide it with the necessary resources for the implementation of a contract, or another subjective means of proof confirming that the contractor, while executing the contract, will have the necessary resources of these entities. The form of the obligation is attached as **Annex 6 to the ToR.**

ATTENTION:

1. The Contracting Authority recommends saving the document in .pdf format before signing
2. The document must be completed and signed with an eligible electronic signature or a trusted signature or personal signature