

**ORDERING PARTY**

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**Białystok, on 28 February 2025**

**Case no.: AZP.25.1.8.2025**

**TERMS OF REFERENCE (HEREINAFTER REFERRED TO AS TOR) FOR THE CLASSIC ORDER WITH AN ESTIMATED VALUE EXCEEDING THE EU THRESHOLDS (215 000 EUR)**

**CATEGORY - DELIVERIES**

Public contract awarding procedure in the mode of non-limited tender procedure on the basis of the Act of 11 September 2019 Public Procurement Act (Journal of Laws from 2024, item 1320 as amended), hereinafter referred to as “PPA”,

Subject of order: **Supply of the set comprising two metabolic chambers with equipment and fixture to the Clinical Research Support Centre at the Medical University of Bialystok**

**I approve: Chancellor of the Medical University of Bialystok - mgr Konrad Raczkowski-***………………………………*

elaborated by:

reviewed by:

**The offer, the documents and the declarations must be submitted under the pain of nullity in an electronic form (containing eligible electronic signature) by means of the Platform available at: https://platformazakupowa.pl/transakcja/1066825**

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# PART I. Name and address of the Ordering Party

# I. Name and address of the Ordering Party

# Ordering Party: MEDICAL UNIVERSITY OF BIALYSTOK,

# 1 Jana Kilińskiego Street, 15-089 Białystok

# tel. 85,748 55 39, 85,748 55 50, 85,748 56 25, 85,748 56 26, 85,748 56 40, 85,748 5627, 85,748 57 39

# Address of electronic post: zampubl@umb.edu.pl

# Website address of proceeding organizer: <https://platformazakupowa.pl/transakcja/1066825>

# PART II Website address on which TOR changes and explanations as well as other order-related documents directly related to the proceeding will be available. [Https://platformazakupowa.pl/transakcja/1066825](https://platformazakupowa.pl/transakcja/1066825)

# The Ordering Party requires all letters related to the proceeding in question to include case number AZP.25.2.1.2024.

# Part III Mode of granting order and source of financing

1. The proceeding on granting public order is conducted on the basis of Art. 132 of the Act of 11 September 2019 Act on Public Procurement (Journal of Laws from 2024, item 1320), hereinafter referred to as PPA in the mode of an unlimited tender procedure with the value exceeding the EU thresholds.   
   In case of matters unresolved by the provisions of the hereby TOR the provisions of PPA and implementing acts issued on the basis of the Act as well as the Civil Code are applicable.
2. The subject of order is financed under the Poland's National Recovery and Resilience Plan in the scope of investments D3.1.1. Comprehensive Research Development in the scope of medical and health sciences. Contest number: 2024/ABM/7/KPO.
3. Pursuant to Art. 257 (1) of the Act, the Ordering Party reserves the possibility of preventing the proceeding for granting the order if public funds which the ordering party intended to designate for funding the entirety or part of the order have not been granted.

# Part IV Description of order subject

1. **Subject of the order is the delivery of the set comprising two metabolic chambers with equipment and fixture to the Clinical Research Support Centre at the Medical University of Bialystok.** The purchase covers the design, delivery of devices comprising the set, unloading, carrying in, assembly, installation, launching and training of the personnel along with implementation. The Ordering Party shall not allow the possibility to submit partial offers.

**CPV code:**

38418000-8 - calorimeters

1. APPENDICES CONCERNING THE SUBJECT OF ORDER:

* Description of the subject of order – Appendix no. 2 to TOR
* ~~Table of Technical Evaluation – Appendix no. 3 to TOR~~
* Table of Guarantee Conditions Evaluation – Appendix no. 4 to TOR
* Conditions of guarantee, warranty and guarantee service – Appendix no. 5 to TOR,
* Procedure of delivery and collection of the device – Appendix no. 6 to TOR,
* Design construction documentation – Appendix no. 6a to TOR.

1. DNSH PRINCIPLE
2. The Contractor declares that the economic activity of the manufacturer related to the subject of order does not cause any significant damages (complies with the DNSH principle - „do no significant harm”) for any of the environmental purposes specified in Art. 9, in line with Art. 17 of the Regulation of the European Parliament and Council (EU) 2020/852 from 18 June 2020 on establishing the frameworks facilitating sustainable investments, amending Regulation (EU) 2019/2088.
3. Confirmation of adhering to the DNSH principles is the fact that the conducted economic activity, taking into consideration the cycle of life of products delivered and services provided under this economic activity (in particular taking into consideration the generation, use and completion of the life cycle of these products and services), including data stemming from the existing life cycle assessments - does not cause any significant harm:
4. mitigation of climate changes since it does not result in any substantial emission of greenhouse gases;
5. The Contractor, along with the implementation of the working instructions, will notify the personnel of the Ordering Party about the principles of proceeding with the subject of order designated to minimize the use of electricity, water and to minimize generation of waste.
6. The Contractor declares that the subject of order shall possess applicable energy classes confirming energy efficiency class.

b) adaptation to climate changes since it does not lead to the aggravation of unbeneficial results of present and anticipated future climate conditions impacting this activity or people, nature or assets;

1. The Contractor declares that both the producer's activity and the generation, use and completion of the life cycle of the subject of order does not lead to generation, introduction into trading or application of:

a) mercury and mercuric compounds, their mixtures and products with an addition of mercury in line with the definition specified in Art. 2 of the Regulation of the European Parliament and Council (EU) 2017/852 from 17 May 2017 on mercury;

b) substances in the self-existent form, in mixtures or in goods specified in Annex II to the Directive of the European Parliament and Council 2011/65/EU from 8 June 2011 on limiting application of some hazardous substances in electrical and electronic equipment with the exclusion of substances in which full compliance with Art. 4 (1) of that Directive is ensured.

c) sustainable use and protection of water and marine resources as it does not harm: good state or good ecological potential of uniform water parts, including surface waters and underground waters; or good state of environment of maritime waters - **not applicable due to the type of order subject;**

d) closed-circuit economy, including prevention of waste generation and recycling as: such activity does not lead to any significant lack of efficiency in the use of natural resources such as non-renewable energy sources, raw materials, water and land on at least one of the stages of the product life cycle, including in terms of durability of products as well as possibility of their repair, improvement, re-use or recycling; this activity does not lead to any significant increase in generation, combustion or neutralization of waste with the exclusion of combustion of hazardous waste not fit for recycling; or long-term storage of waste not causing any significant or long-term damages to the environment;

1. The Contractor declares that:

- subject of order may be subject to recycling in at least 50%;

- packaging may be subject to recycling in at least 80%,

- working instruction, guarantee cards, technical cards/technical passports (if the subject of order anticipates the above) may be subject to recycling in at least 80%,

- all elements of the subject of order that constitute exposure for the environment (i.e. batteries, chargers) are fit for utilization.

2. The Contractor undertakes to ensure technical support concerning overhauls, repairs, replacement parts, possibility of expansion and update of software in the period of 8 years from concluding the handover protocol.

3. The Contractor declares that the manufacturer of the subject of order implemented the system of environment management such as the eco-management and audit system or another system compliant with the ISO 14001 standard or equivalent or the system of using or generating goods or services possessing the EU eco-marking (programme of eco-marking in the EU was introduced by means of the Regulation (EC) no. 66/2010) or an alternative marking of ecological type I (eco-marking of I type has been specified in the ISO 14024:2018 standard).

The Contractor declares that in case when there are no specific for the subject of order criteria of EU eco-marking or when the manufacturer of the subject of order does not apply them, the economic activity under which the electrical and electronic equipment is generated meets all the criteria applicable for the subject of order, specified in clause 1.2. Production of electrical and electronic equipment Annex II to the COMMISSION DELEGATED REGULATION (EU) 2023/2486 from 27 June 2023 supplementing Regulation of the European Parliament and Council (EU) 2020/852 through establishing technical criteria of qualification targeted at determining the conditions according to which a given economic activity qualifies as bringing a significant input into sustainable use and protection of water and maritime resources, passage into the closed-circuit economy, prevention of pollution and its control or protection and reconstruction of biodiversity and ecosystems as well as determining whether such an economic activity does not cause any significant damages towards any other environmental goal and amending the Commission Delegated Regulation (EU) 2021/2178 with regards to public disclosure of detailed information with respect to the types of economic activity. -

4. The Contractor declares that the producer of the subject of the order implemented the best environmental practices or obtained the criterial of perfection specified in the industry-related reference documents adopted pursuant to Art 46 (1) of the Regulation ( EC) no 1221/2009 on voluntary participation of organizations in the eco-management and auditing system (EMAS) in the Community.

1. The Ordering Party reserves the right to demand that the Contractor provides, along with the delivery of the subject of order, documents specified in clauses 3 and 4.

e) prevention of pollution and its control since this activity does not lead to any significant increase in the emission of air, water or earth pollution in comparison to the situation from before the commencement of this activity; **not applicable due to the type of subject of order;**

f) protection and reconstruction of biodiversity and ecosystems since this activity: in a significant degree does not harm the state and resistance of ecosystems; or is not harmful for the state of preserving habitats and species, including species and habitants covered by the scope of interest of the EU **- not applicable on account of the type of subject of order.**

1. In accordance with Art. 101 (4) of the PPA in a situation when the documents specifying the subject of order contain references to standards, technical evaluations, technical specifications and technical reference systems as outlined in Art. 101 (1) (2) and (3) of PPA and such references were not accompanied by the term “or equivalent”, the Ordering Party allows a solution equivalent to the one specified in each such standard, technical evaluation, technical specification, technical reference system. Due to the above, one must assume that each: standard, technical evaluation, technical specification, technical reference system in the description of the subject of the order is accompanied by the terms “or equivalent”. In accordance with Art. 101(5) of PPA, the Contractor who draws reference to the equivalent solutions specified in these documents shall be obliged to prove, **through attaching relevant evidence to the offer, as specified in Art. 104-107 of PPA** that the proposed solutions fulfil in the equivalent degree the requirements specified in the description of the subject of the order.
2. The order has not been divided into parts on account of the fact that all elements of the set must constitute an integral system.

# CZĘŚĆ V. Information on the relevant documentary evidence

1. The Contractor submits with the offer the below specified evidence in order to confirm compliance of the offered delivery with the requirements, features or criteria specified in the description of the subject of the order or the description of the criteria of the assessment of offers:

**- Description of the subject of order – Appendix no. 2 to TOR**

**~~- Table of Technical Evaluation – Appendix no. 3 to TOR~~**

**Table of Guarantee Terms Evaluation – Appendix no. 4 to TOR**

- The document confirming that the materials from which the chamber was built are resistant to fire at least in class B-s2,d0 in line with the EN 13501-1 standard or equivalent,

-The document confirming compliance with the PN-EN 14322 standard or equivalent in the sanitary class of at least E1 - **concerning all elements of the set where the furniture board was applied**

- ISO 9001:2008 certificate or equivalent,

- ISO 13485:2007 certificate or equivalent,

* Current information materials such as prospects/catalogue cards and/or folders and/or other documents concerning the required parameters - **concerning all elements forming part of the set.** **Functions of the device and/or technical parameters contained in the attached information materials do not need to confirm all functions and/or technical parameters required in the table of the Description of the Subject of Order (Appendix no. 2 to TOR) ~~subject to the information materials containing confirmation of the parameters if they are subject to assessment in the criterion Technical Parameters (Appendix no. 3 to TOR);~~** Information materials must however contain: product name, its type/model, manufacturer's name, current technical parameters (along with the dimensions) and photography and/or drawing of the offered product. Information materials ought to have a general, generally-applicable character; they cannot constitute material generated for the purposes of the hereby proceeding. Description of the offered products in the information materials cannot consist in copying the contents of the description of the accessories from the table of description of the subject of order. Copying the contents of the description of the subject of the order by the Contractor with limit value and guaranteed technical parameters without presenting the description stemming from the parameters and the features of the offered product shall be treated as non-compliance with the requirements of the Ordering Party which prevents the conduct of the correct assessment of compliance of the offered products with the requirements contained in TOR. The scope and type of indicated information ought to clearly define the offered product.
* It is recommended to mark the attached information documents in order to properly identify them by the Ordering Party (indicate the document number and information as to which accessory it concerns).

2. The Ordering Party requires attaching information materials in Polish and English, ~~provided that Appendix no. 2 to TOR does not state otherwise.~~

3. The Ordering Party shall accept the equivalent evidence if they confirm that the offered delivery meets the requirements, features and criteria set by the Ordering Party.

4. If the Contractor fails to submit the required evidence or if such evidence is not complete, the Ordering Party shall call for the submission or supplementation of the above within the designated timeframe.

1. The Ordering Party notifies that despite the possibility of the call, he shall not call for the submission or supplementation of evidence if the given evidence serves the purpose of confirming compliance with the features or criteria specified in the description of the criteria of assessment of offers or if, despite submission of the said evidence the offer is subject to rejection or in case there are grounds for annulment of the proceeding.

# PART VI. Term of order realization

1. The term of order realization: from the date of agreement conclusion: until **31.01.2026**
2. Place of delivery and realization of the order: Medical University of Bialystok, Clinical Research Support Centre, Waszyngtona 17, 15-274 Białystok.

# PART VII Bases for exclusion with list of personal documentary evidence confirming lack of grounds for exclusion

1. Pursuant to Art. 108 (1) of PPA the following Contractor shall be excluded from the order procedure:

1) natural person who was sentenced with a final and binding court sentence for the crime of:

a) participation in an organized criminal group or connotation targeted at committing a crime or fiscal offence as specified in Art. 258 of the Penal Code,

b) human trafficking as specified in Art. 189 a of the Penal Code,

c) as specified in Art. 228-230A, Art. 250A of the Penal Code, in Art. 46-48 of the Act of 25 June 2010 on sport (Journal of Laws from 2020, item 1133 and from 2021, item 2054) or in Art. 54 (1-4) of the Act from 12 May 2011 on reimbursement of medications, foodstuffs of special consumption designation and medical devices (Journal of Laws from 2021, items 523, 1292, 1559 and 2054),

d) financing of crimes of terrorist character, as specified in Art. 165A of the Penal Code or crimes of preventing or impeding determination of criminal origins of financial means or concealing their origins, as specified in Art. 299 of the Penal Code,

e) of terrorist character, as specified in Art. 115 § 20 of the Penal Code or targeted at committing such crime,

f) entrusting performance of work to minor foreigner, as specified in Art. 9 (2) of the Act of 15 June 2012 on effects of entrustment of performance of work to foreigners remaining, in breach of regulations of the law, in the territory of the Republic of Poland (Journal of Laws from, item 769),

g) against economic trading, as specified in Art. 296-307 of the Penal Code, crime of fraud, as specified in Art. 286 of the Penal Code, crime against credibility of documents as specified in Art. 270-277D of the Penal Code or tax offence,

h) as specified in Art. 9 (1) and (3) or Art. 10 of the Act of 15 June 2012 on effects of entrustment of performance of work to foreigners remaining, in breach of regulations of the law, in the territory of the Republic of Poland (Journal of Laws from 2012, item 769 as amended).

- or for the relevant prohibited act specified in the provisions of the foreign law;

2) if an active member of its managing or supervisory body, partner in the unlimited company or in partnership or general partner in general partnership or in a limited joint-stock partnership or proxy has been legally sentenced for a crime specified in clause 1);

3) with respect of whom a final and binding court sentence has been issued or a final administrative decision  
- on remaining in arrears with payment of taxes, fees or contributions towards social or health insurance, unless the Contractor, prior to the expiry of the term for submission of applications concerning allowance for participation in the procedure or prior to the expiry of the term for submission of offers, conducted payments of overdue taxes, fees or contributions for social insurance or health insurance with interest or fines or concluded a binding agreement concerning repayment of such overdue amounts;

4) with respect of whom a final and binding ban on participation in public procurement has been issued;

5) if the Ordering Party may note that pursuant to reliable premises the Contractor has concluded with other Contractors an understanding targeted at disrupting competition, in particular, if Contractors belonging to the same capital group in the meaning of the Act of 16 February 2007 on protection of competition and consumers submitted separate offers, partial offers or applications

for allowance to participate in the tender procedure, unless they prove that they prepared the offers or applications independently from one another;

6) if, in cases specified in Art. 85 (1) of the Act, a disruption in competition occurred stemming from the previous engagement of a given Contractor or entity who belongs to the same capital group as the Contractor in the meaning of the Act of 16 February 2007 on protection of competition and consumers, unless the disruption of competition caused by it may be eliminated in another manner than exclusion of the Contractor from participation in the proceeding on granting the order.

2. Periods of exclusion - Contractor's exclusion shall occur:

2.1. in cases specified in Art. 108 (1) (1) (a-g) and (2) for the period of 5 years from the date of the sentence confirming existence of one of the bases for exclusion becoming final unless a different period of exclusion was specified in that sentence;

2.2. in cases specified in Art. 108 (1) (1) (h) and (2) when the person specified in these regulations was sentenced for a crime specified in Art. 108 (1) (1) (h),

- for a period of 3 years from the date of the relevant sentence confirming existence of one of the bases for exclusion becoming final, issuance of the final decision or occurrence of an event constituting the basis for exclusion, unless a specific other period of exclusion was determined in the sentence or decision;

2.3. in the case specified in Art. 208 (1) (4) for the period for which a ban on application for public procurement order was legally issued;

2.4. in cases specified in Art. 108 (1) (5) for the period of 3 years from occurrence of an event constituting the basis for exclusion;

2.5. in cases specified in Art. 108 (1) (6) in the proceeding for granting public order in which an event occurred which constitutes the basis for exclusion.

3. Information concerning self-laundering (Art. 110 (2) of APP) - Contractor shall not be subject to exclusion in the circumstances specified in Art. 108 (1) (1) (2) and (5) if he proves to the Ordering Party that he fulfils cumulatively the following premises:

3.1. repairing or undertaking to repair the damage caused via a crime, offence or incorrect behaviour, including through financial compensation;

3.2. comprehensively explained the facts and circumstances related to the crime, offence or his incorrect actions and damages caused by them, actively cooperating with applicable organs, including law enforcement or the Ordering Party;

3.3. undertaking specific technical, organizational and personnel measures relevant in order to prevent further crimes, offences or incorrect actions, in particular:

a) having broken all the links with persons or entities responsible for incorrect actions of the Contractor,

b) having re-organized the personnel,

c) having implemented the reporting and control system,

d) having created structures of internal audit for monitoring adherence to the regulations, internal provisions or standards,

e) having introduced regulations concerning responsibility and compensations for non-adherence to the provisions, internal regulations or standards.

4. In cases specified in Art. 108 (1) (6) of APP, prior to excluding the Contractor, the Ordering Party shall ensure that such Contractor is provided with a possibility to prove that their participation in the preparation of the proceeding for granting public order shall not disrupt the competition. The Ordering Party indicates in the protocol the manner of ensuring competition (in line with Art. 85 (2) of APP).

5. The Ordering Party may exclude the Contractor from the proceeding for granting public order at each stage of it.

6. The Ordering Party does not envisage any grounds for exclusion specified in Art. 109 of APP.

7. **In order to confirm lack of grounds for exclusion from participation in the proceeding, the Contractor shall be obliged, upon the Ordering Party's call, to submit the following documentary evidence:**

7.1. Information from the National Criminal Records in the scope of:

a) Art. 108 (1) (1) and (2) of APP,

b) Art. 108 (1) (4) of PPA concerning adjudicating the ban on participation in public tender proceedings by virtue of preventive measure,

- issued not earlier than 6 months prior to submission;

7.2. Statement of the Contractor in the scope of Art. 108 (1) (5) of PPA concerning lack of affiliation in the same capital group in the meaning of the Act of 16 February 2007 on protection of competition and consumers (Journal of Laws from 2020, items 1076 and 1086) with another Contractor who submitted a separate offer, partial offer, or statement on affiliation in the same capital group with documents or information confirming offer, partial offer preparation independently from another Contractor belonging to the same capital;

*The Contractor may elaborate a statement in line with the template constituting Appendix no. 8 to TOR.*

7.3. Statement of the Contractor on the validity of information contained in the statement specified in Art. 125 (1) of PPA in the scope of exclusion from the proceeding of those specified by the Ordering Party, as per:

a) Art. 108 (1) (3) of APP,

b) Art. 108 (1) (4) of PPA concerning adjudicating the ban on participation in public tender proceedings by virtue of the preventive measure,

c) art. 108 (1) (5) of PPA concerning conclusion with other Contractors of an understanding targeted at disrupting competition,

d) Art. 108 (1) (6) of APP.

*The Contractor may elaborate a statement in line with the template constituting Appendix no. 9 to TOR.*

**8. Documents of foreign entities**

8.1. If the Contractor has a registered office or place of residence outside of the borders of the Republic of Poland, instead of the document specified in clause 7.1 – he must submit information from the relevant register such as court register in case of lack of such institution, another equivalent document issued by the appropriate court institution or administrative body of the country in which the Contractor is or resides as specified in clause 7.1. Such document ought to be issued not earlier than 6 months prior to its submission.

8.2. If in the country in which the Contractor is seated or has a place of residence or in which the person who is the subject of the information or the document resides, documents specified in clause 8.1 or in case these documents fail to refer to all cases specified in Art. 108 (1) (1) (2) and (4) of APP, they shall be replaced, as appropriate, entirely or partly by the document containing Contractor’s declaration with an indication of person or persons authorized to represent him or declaration of the person who the document was to concern, submitted under oath or, in case in the country in which the Contractor is seated or has a place of residence or in which the person who is the subject of the document resides has no regulations in place concerning statements under oath - submitted before the court or administrative body, notary, professional self-governmental body or economic body appropriate location wise or relevant for the given place of residence of the Contractor or the place of residence of the person who is the document subject. Such document ought to be issued not earlier than 6 months prior to its submission.

9. In case of Contractor jointly applying for the public order, the documentary evidence specified in clause 7.1. – 7.3. must be submitted separately by each Contractor of the Contractor jointly applying for the public order.

10. The Ordering Party shall exclude the Contractor from the proceeding on the basis of:

1. Art. 5k Council Regulation (EU) no. 833/2014 from 31 July 2014 concerning restraining measures in relation to Russian destabilizing actions in Ukraine (Official Journal of EU no. L 229 from 31.7.2014, p. 1 as amended), hereinafter: Regulation 833/2014.
2. Art. 7 (1) of the Act of 13 April 2022 on special solutions in the scope of contracting support for the aggression in Ukraine and targeted at protecting national security (Journal of Laws from 2023, item 1497 as amended).

# PART VIII. Information concerning conditions for participation in the public order procedure with a list of personal documentary evidence confirming fulfilment of conditions for participation in the proceeding

1. In accordance with Art. 112 (2) of APP, the Ordering Party shall establish conditions for participation in the proceeding concerning:

1.1. capacity to act in economic trading - the Ordering Party has not determined this condition;

1.2. entitlements to conduct specific economic or professional activity, provided that this is specified in separate regulations - the Ordering Party has not determined this condition;

1.3. economic and financial situation - the Ordering Party has not determined this condition;

1.4. capacity to act in economic trading - the Ordering Party has not determined this condition.

2. **Due to lack of conditions of partition in the proceeding, the Ordering Party shall not call the Contractor to submit the said evidence in this scope.**

# Part IX. Information on electronic communication means through the use of which the Ordering Party shall communicate with Contractors and information on technical and organizational requirements of elaborating, submitting and receiving electronic correspondence

The manner of elaborating electronic documents, declarations or electronic copies of documents or statements must comply with the requirements specified in the Regulation of the Chairman of the Council of Ministers from 30 December 2020 on the manner of elaborating and communicating information and technical requirements for electronic documents and means of electronic communication in the proceeding for granting public order or contest (Journal of Laws from 2020 , item 2452) and Regulation of the Minister of Development, Labour and Technology from 23 December 2020 on documentary evidence and other documents or statements which the Ordering Party may demand from the Contractor (Journal of Laws from 2020, item 2415), in particular:

1. The offers and ESPD, statements specified in part XIII (1) (10) and (11) of TOR ought to be submitted under the pain of nullity in an electronic format, bearing an eligible electronic signature.
2. The offers, ESPD statements, declarations specified in part XIII (1) (10) ~~and (11)~~ TOR, subjective documentary evidence, commitment of the entity providing resources, objective documentary evidence, power of attorney and other information, declarations or documents submitted in the proceeding shall be elaborated in an electronic format, in the formats of data specified in the provisions issued on the basis of Art. 18 of the Act of 17 February 2005 on computerisation of activities of entities realizing public tasks (Journal of Laws from 2023, item 57 as amended) by and, in consideration of the type of submitted data.
3. In case, when the subjective documentary evidence, objective documentary evidence, other documents or documents confirming empowerment to represent the Contractor, Contractors jointly applying for the public order, entity providing resources of subcontractor who is not the entity providing resources, respectively:

- have been issued by authorized entities other than the Contractor, contractor jointly applying for the public order, entity providing resources of subcontractor as an electronic document – such document shall be passed on,

- Have been issued by authorized entities other than the Contractor, contractor jointly applying for the public order, entity providing resources of subcontractor as a hardcopy document – digital mapping of such document bearing an eligible electronic signature, certifying compliance of the digital mapping with the document in a hardcopy format shall be handed over.

4. Certification of digital compliance of the mapping with the document in a hardcopy format shall be conducted in case of:

- subjective documentary evidence and documents confirming empowerment to represent – Contractor, Contractor jointly applying for the public order, entity providing resources of subcontractor, and in the scope of subjective documentary evidence or documents confirming empowerment to represent relevant to each of them,

- objective documentary evidence – Contractor or Contractors jointly applying for the order, respectively,

- other documents – Contractor or Contractors jointly applying for the order, respectively, in the scope of documents that concern either of them.

5. Subjective documentary evidence, commitment of the entity providing the resources, objective documentary evidence, not issued by authorized entities or power of attorney:

- shall be submitted in an electronic form bearing an eligible electronic signature,

- elaborated as a document in a hardcopy form, bearing handwritten signature, shall be passed on as a digital mapping of that document bearing an eligible electronic signature confirming compliance of the digital mapping with the hardcopy document.

6. Certification of digital compliance of the mapping with the document in a hardcopy format shall be conducted in case of:

- subjective documentary evidence – Contractor, Contractors jointly applying for the public order, entity providing resources of subcontractor, respectively, and in the scope of subjective documentary evidence relevant to each of them,

- objective documentary evidence or commitment of the entity providing the resources – Contractor or Contractors jointly applying for the order, respectively,

- power of attorney – principal.

7. Certification of digital compliance with the document in a hardcopy format specified in clauses 3 and 5 may also be conducted by a notary.

8. **In the event of submitting an offer in Polish, subjective evidence, objective evidence and other documents or declarations elaborated in a foreign language must be submitted with their translation into Polish. In the event of submitting an offer in English, subjective evidence, objective evidence and other documents or declarations elaborated in a language other than English must be submitted with their translation into English.**

9. In the event, when electronic documents in the proceeding, submitted with the use of electronic communication means, contain information constituting enterprise secret in the meaning of the provisions of the Act of 16 April on combating unfair competition (Journal of Laws from 2020, item 1913), the Contractor, in order to maintain confidentiality of such information, shall pass them over in an appropriately marked file.

10. In case of submitting an electronic document in the form of compressed data, ensuring the file which contains compressed data is bearing an eligible electronic signature is an equivalent of placing an eligible electronic signature on all the documents included in that file.

**PURCHASE PLATFORM - OpenNexus**

1. Communication between the Ordering Party and the Contractor shall occur by means of platformazakupowa.pl and the form “Send message to the Ordering Party”.

Instructions for the use of the system shall be available at the above-specified address.

1. The date of submission (arrival) of declarations, applications, notifications and information shall be the date of their postal by means of platformazakupowa.pl through clicking on the “Send message to the ordering party” button, after which a message will appear that the message has been sent to the ordering party.

**General principles of using the Platform:**

1. The Ordering Party shall pass onto the Contractors information by means of platformazakupowa.pl Information concerning replies to questions, changes in the specification, changes in the term for submission and opening of offers shall be placed by the Ordering Party on the platform in the section “Notices”. Correspondence which, in line with the binding provisions, is addressed to a specific Contractor, shall be passed on by means of platformazakupowa.pl to the specific Contractor.

2. The Contractor, as a professional entity, is obliged to check the messages and notifications sent by the Ordering Party directly on platformazakupowa.pl as the system of notifications may be subject to failure or notification may reach the SPAM folder.

3. The Ordering Party, in accordance with § 11 (2) of the REGULATION OF THE CHAIRMAN OF THE COUNCIL OF MINISTERS from 30 December 2020 on the manner of elaborating and submitting information and technical requirements for electronic documents and electronic communication means in the proceeding for granting public order or contest places the requirements concerning specification of connection, format of the transferred data and encryption and marking of the time of submission and collection of data by means of platformazakupowa.pl, that is:

a) permanent access to the internet with a guaranteed bandwidth no less than 512 kb/s,

b) PC or MAC class computer with the following configuration: minimum memory 2 GB Ram, processor IV 2 GHZ or its newer version, one of the operational systems - MS Windows 7, Mac Os x 10 4, Linux, or their newer versions,

c) installed internet browser other than Internet Explorer,

d) switched on JavaScript service,

e) installed Adobe Acrobat Reader programme or another programme servicing pdf file formats,

f) Platformazakupowa.pl operates according to the standard adopted for network communication - UTF8 coding,

g) marking of the time of collection of data by the purchasing platform is the date and precise time (hh:mm:ss) generated according to the local time of the server synchronized by the time of the Central Office of Measurements.

4. The Contractor, through entering the hereby proceeding for granting public order:

a) accepts the conditions of using platformazakupowa.pl specified in the Regulations placed on the internet website under the link in the tab “Regulations” and deems it as binding,

b) has familiarized and adheres to the Instruction for submission of offers/applications available under the link.

5. The Ordering Party shall not bear any liability for offers submitted in a manner non-compliant with the Instruction for the use of platformazakupowa.pl , in particular, for situations when the Ordering Party familiarizes with the content of the offer prior to the expiry of the term for submission of offers (i.e. Submission of offer in the tab “Send message to the Ordering Party”). Such offer shall be deemed by the Ordering Party as a commercial offer and it shall not be considered in the proceeding in question as the obligation specified in Art. 221 Act on Public Procurement has not been met.

6. **The Ordering Party informs that instructions for the use of platformazakupowa.pl concerning, in particular, logging in, submitting applications for explanation of the contents of TOR, submission of offers and other actions undertaken in the hereby proceeding with the use of platformazakupowa.pl may be found in the tab “Instructions for Contractors” on the website at the address: https://platformazakupowa.pl/strona/45-instrukcje**

# PART X. Indication of persons authorized to communicate with the Contractors

1. The following persons shall be authorized to communicate with the Contractors:

**- in case of substantive matters related to the subject of the order: Krzysztof Dąbrowski,** krzysztof.dabrowski@umb.edu.pl

**- in case of matters related to the tender procedure: Agnieszka Malinowska,** agnieszka.malinowska@umb.edu.pl

2. Verbal communication shall be allowed solely with regards to insignificant information, in particular, not concerning the announcement of the tender procedure or order documents.

3. The Contractor may turn to the Ordering Party with an application for exploration of the contents of TOR. Applications may be submitted in a manner specified in sec. 5 part IX of TOR.

4. The Ordering Party shall be obliged to provide explanations immediately, however, no later than 6 days prior to the expiry of the term for submission of offers, subject to the application for explanation of the contents of TOR reaches the Ordering Party no later than 14 days prior to the expiry of the term for submission of offers.

5. Extending the term for submission of offers shall not impact the course of the term for submission of the application for explanation of the contents of TOR.

6. In case when the application for explanation of the contents of TOR has not arrived within the term specified in sec. 4 the Ordering Party shall not be obliged to grant any explanations to TOR, nor to prolong the term for submission of offers.

# Part XI. Offer validity term

* + - 1. The Contractor submitting an offer shall be bound by it for the maximum period of 90 days from the date of expiry of the term for submission of offers, that is, **until 02.07.2025**

2. In the event when the selection of the most beneficial offer does not occur prior to the expiry of the term of offer validity specified in sec. 1, the Ordering Party shall, prior to the expiry of the term of offer validity, turn to the Contractors on an on-off basis with a request for prolonging the term specified by him which shall not exceed 60 days.

3. Prolonging the term of offer validity, as specified in sec. 1, shall require submission by the Contractor of a written statement on granting consent for extension of the term of offer validity.

4. In case when the Ordering Party demands submission of tendering security, extension of the term of offer validity, as specified in sec. 1, shall occur along with the extension of the period of validity of the tendering security or, if this is impossible, the submission of a new tendering security for the prolonged period of offer validity.

# Part XII. Requirements concerning tender security

1. Each offer must be secured by means of a bid bond of EUR **35,000.00** (in words: thirty-five thousand Euro only).

2. The bid bond may be paid in one or several of the following formats:

1. money,
2. bank guarantees,
3. insurance guarantees,
4. sureties granted by entities specified in Art. 6B (5) (2) of the Act of 9 November 2000 on the formation of the Polish Agency for Entrepreneurship Development (Journal of Laws from 2019, items 310, 836 and 1572).
   1. The bid bond in money must be paid via bank transfer to the bank account of the Ordering Party: **Bank Pekao SA Branch in Białystok 42 1240 6292 1978 0011 0270 9141** with an annotation ***„Wadium******AZP.25.1.8.2025”.***
   2. The bid bond must be submitted prior to the expiry of the term for the submission of offers. Submission of the bid bond shall be effective if, within the above-specified term, the funds enter the bank account of the Ordering Party.
   3. Original document of the bid bond (guarantee or surety) with an eligible electronic signatures of persons authorized to issue same must be submitted by the Contractor along with the offer.

# PART XIII. Description of the manner of elaborating the offer

1. The Contractor shall be obliged to submit an offer to the Ordering Party which encompasses:

* 1. **Offer form** **- Appendix no. 1 to TOR in an electronic form (bearing an eligible electronic signature),**
  2. ***Description of the subject of order* - Appendix no. 2 to TOR in an electronic form (bearing an eligible electronic signature),**
  3. **~~Table of Technical Evaluation - Appendix no. 3 to TOR in an electronic form (bearing an eligible electronic signature),~~**
  4. **Table of Guarantee Conditions Evaluation - Appendix no. 4 to TOR in an electronic form (bearing an eligible electronic signature),**
  5. **The document confirming that the materials from which the chamber was built are resistant to fire at least in class B-s2,d0 in line with the EN 13501-1 standard or equivalent,**
  6. **The document confirming compliance with the PN-EN 14322 standard or equivalent in the sanitary class of at least E1 - concerning all elements of the set where the furniture board was applied**
  7. **ISO 9001:2008 certificate or equivalent,**
  8. **ISO 13485:2007 certificate or equivalent,**
  9. **Information materials - in an electronic format (bearing an eligible electronic signature),**
  10. **Statement of absence of grounds for exclusion, fulfilment of conditions for participation in the proceeding in the scope specified by the Ordering Party submitted on the form of the ESPD form**, elaborated in accordance with the standard form pattern specified in the Implementing Regulation of the Commission (EU) 2016/7 from 5 January 2016, establishing the standard European Single Procurement Document (Official Journal of EU L3 from 06.01.2016, p. 16) hereinafter referred to as ESPD, the template of which constitutes Appendix no. 5 to TOR. Statement in question, confirming absence of grounds for exclusion, fulfilment of conditions for participation in the proceeding, respectively, as per the date of submission of offers, temporarily substituting the subjective evidence required by the Ordering Party.

In the event of joint participation in the procedure by Contractors, the statement in question must be submitted by each of the Contractors. These statements confirm absence of grounds for exclusion and fulfilment of conditions for participation in the procedure in the scope in which each of the Contractors indicates fulfilment of conditions for participation in the proceeding.

~~The Contractor, in case of relying on capabilities or situation of entities providing resources, presents, along with the statement specified above, also the declaration of the entity providing the resources, confirming absence of grounds for exclusion of this entity and appropriate fulfilment of conditions for participation in the proceeding in the scope in which the Contractor refers to these resources.~~

The Contractor may use a uniform document submitted in a separate proceeding for granting public order should he confirm that information contained therein remain correct.

The Contractor elaborates the ESPD document under the pain of nullity in an electronic form bearing an eligible electronic signature, whereby the following information are indicated:

A. Part II – to be filled out entirely (excluding items A.2.2 . and C.1.);

B. Part III – to be filled out in the following manner: letters A.1., letter B.1., letter C 1.1., letter C 1.4., letter C 1.6., letter D.1.;

~~C. Part IV - solely section α – general statement on all criteria of qualification must be filled out;~~

D. Part VI – to be filled out entirely.

**1.7.** **Power of attorney for submission of the offer shall be granted under the pain of nullity in the electronic format (bearing eligible electronic signature) – if applicable,**

**1.8. Power of attorney for the proxy established by Contractors jointly applying for granting the public order, power of attorney ought to be granted under the pain of nullity in an electronic form (bearing eligible electronic signature) – if applicable,**

**1.9 subjective evidence specified in Part IV point 4 of TOR (if applicable),**

* 1. **statement of the Contractor concerning premises for exclusion from the proceeding pursuant to Art. 5k of the Regulation 833 (2014) and Art. 7 (1) of the Act on specific arrangements in the scope of counteracting support for aggression towards Ukraine and targeted at protection of national security in accordance with Appendix No. 7b to TOR in an electronic form (bearing eligible electronic signature).** In the event of joint participation in the procedure by Contractors, the statement in question must be submitted by each of the Contractors.
  2. ~~statement of the Contractor concerning premises for exclusion from the proceeding pursuant to Art. 5k of the Regulation 833 (2014) and Art. 7 (1) of the Act on specific arrangements in the scope of counteracting support for aggression towards Ukraine and targeted at protection of national security in accordance with Appendix No. 7c to TOR in an electronic form (bearing eligible electronic signature) - in case of relying on capabilities or situation of entities providing resources.~~

If the Contractor failed to submit the statement specified in Art. 125 (1) of APP, subjective evidence, other documents or declarations submitted in the proceeding (including powers of attorney) or in case they are incomplete or contain errors, the Ordering Party shall demand that the Contractor supplements, corrects or submits them, as appropriate, within the designated timeframe, unless the offer of the Contractor is subject to rejection on account of their submission, supplementation or correction or in case there are premises for the proceeding invalidation.

2. Each Contractor may submit only one offer.

3. The contents of the offer must comply with the requirements of the Ordering Party specified in the order documentation.

4. The Contractor must calculate the price of the entire subject of order within the offer. The submitted price must include all requirements of realization of the order specified in the hereby specification and the provisions of law concerning the subject of order.

5. The Contractor shall bear the costs of elaboration and submission of the offer.

6. The offer including all appendices should be signed by a person authorized to represent the Contractor. The offer elaborated in an electronic format should be signed with an eligible electronic signature by an authorized person, in line with the form of representation of the Contractor specified in the court register or another document, relevant for a given organizational form of the Contractor or by a person empowered (pursuant to the power of attorney) by authorized persons.

7. In case of submitting an offer by Contractor participating jointly, data of all Contractors participating jointly must be specified , in the offer form with an indication of the Power of Attorney to represent them and an enclosed Power of Attorney.

1. ~~Documents elaborated in a foreign language must be submitted with their translation into Polish unless specific provisions of TOR state otherwise.~~
2. The offer ought to be submitted with the use of electronic communication means, through platformazakupowa.pl at [the address indicated in](https://platformazakupowa.pl/pn/umb) Part I point 4 of TOR.
3. All required documents specified in TOR must be attached to the offer.
4. Post filling out the Form for offer submission and attaching all required appendices one must click on the “Go to summary” button.
5. The offer of the application for electronic submissions must be signed by means of an eligible electronic signature. In the process of submitting the offer by means of [platformazakupowa.pl](http://platformazakupowa.pl), the Contractor should place their signature directly on the documents sent through https://platformazakupowa.pl/transakcja/1020894
6. Date of offer submission is the date of its uploading in the system (platform) in the second step for submission of the offer through clicking the button “Submit offer” and display of the message that the offer has been encrypted and submitted.
7. Detailed instruction for Contractors concerning submission, change and withdrawal of the offer may be found on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>
8. The maximum size of a file submitted by means of the dedicated forms for: submission, modification, withdrawal of the offer amounts to 150 MB, whilst in case of communication - the size of a single file amounts to the maximum of 500 MB.
9. **File extensions applied by Contractors must comply with** Appendix no. 2 to the Regulation of the Council of Ministers from 12 April 2012 on National Interoperability Frames, minimum requirements for public registers and exchange of information in electronic format and minimum requirements for tele information systems” hereinafter referred to as the KRI Regulation.
10. The Ordering Party recommends the use of the following formats: .pdf .doc .docx .xls .xlsx .jpg (.jpeg) **with a special indication of .pdf**
11. For the purpose of potential data compression the Ordering Party recommends the use of one of the following extensions:

.zip

7Z.

1. Among extensions generally used but **not occurring** in the KRI Regulation one may find: .rar .gif .bmp .numbers .pages. **Documents submitted in these file formats shall be considered as ineffectively submitted.**
2. Due to low risk of breaching integrity of the file and easier verification of the signature the Ordering Party recommends, to the extent possible, **conversion of the files comprising the offer into the pdf format and placing an eligible signature on them in the PAdES format.**
3. **Files in other formats than PDF should possess signatures in an external type of XAdES format.** The Contractor should bear in mind that the file with a signature should be submitted together with a signed document.
4. The Ordering Party recommends the use of eligible signature with a time stamp.
5. The Ordering Party recommends that the Contractor tests the possibility of correct use of the selected method of signing the offer's files with appropriate advancement.
6. **The offer should be prepared with due diligence for the entity applying for the public order, maintaining the right time interval before the deadline for submission of offers/applications. We suggest submitting offers 24 hours prior to the deadline for submission of offers/applications.**
7. If the Contractor packs documents, for instance, in a file with .zip extension, former conclusion of each of the compressed files is recommended.
8. The Ordering Party suggest **not** to enter any changes in the files safter their signing with eligible signature. This may result in breaching the integrity of files which will signify the necessity to reject the offer.
9. In accordance with Art. 18 (3) of PPA information constituting a company secret in the meaning of the provisions on combating unfair competition cannot be disclosed. If the Contractor, no later than within the term for submission of offers, in a manner raising doubts, states that they cannot be disclosed and indicates, enclosing relevant explanations, that the reserved information constitute the company secret. There is an area on the platform in the offer submission form designated for uploading parts of offers constituting company secrets.

**28. Contractors jointly applying for the public order**

1. Contractors may jointly apply for public order. In this case, a proxy must be established to represent them in the proceeding for granting public order or to represent them in the proceeding and to conclude agreements within the public tender proceeding. Provisions concerning Contractors shall be applied, as appropriate, to Contractors jointly applying for the public order. The document of PoA must be enclosed with the offer and contain, in particular, the indication of: proceeding for public order in question, Contractors jointly applying for obtaining the order, established proxy and scope of his empowerment, covering above all: representing Contractors jointly applying for the public order, entering commitments on behalf of the Contractors jointly applying for and obtaining public order, submission of joint offer, maintenance of correspondence and undertaking commitments related to the public order proceeding.

2. The document of the power of attorney must be signed by all Contractors who jointly apply for the public order, including the Contractor established as the proxy and by persons authorized to submit declarations of will be specified in the relevant register or on Contractor's records. The document of PoA (original or copy notarial confirmed) must be attached to the offer in an electronic form, signed by means of an eligible electronic signature.

All correspondence and settlements shall be made solely with the entity acting as a proxy of others, whilst payments shall be passed on directly onto the bank account of the given entity (exclusively specified in the agreement) or to the joint bank account to which receivables shall be paid for the services performed by individual entities.

1. ~~With regards to the conditions of participation in the proceeding concerning education, professional qualifications and experience, the Contractors jointly applying for the order may rely on capabilities of these Contractors who carry out the services for the realization of which these capabilities are required. In such a case, the Contractors jointly applying for the public order must attach to the offer the declaration stating which construction services, deliveries or services are performed by individual Contractors.~~
2. The Contractors jointly applying for public order shall bear joint and several liability for the execution of the agreement.
3. The Ordering Party reserves the right to demand, prior to conclusion of the agreement concerning public order, an agreement regulating the principles of cooperation of Contractors jointly applying for the public order.

**29. Information concerning the subcontractors**

1. The Ordering Party demands indication by the Contractor of the order parts which he intends to entrust to subcontractors and indication of potential subcontractors’ names if they are known (part II – clause D.1. ESPD).

2. In accordance with Art. 7 clause 27 of APP, a subcontracting agreement must be understood as an agreement in a written form of paid character, concluded between the Contractor and subcontractor and in case of orders for construction works, other than order in defence and security fields, also between the subcontractor and further subcontractor or between further subcontractors, pursuant to which the subcontractor or further subcontractor undertakes to conduct part of the order, respectively.

3. It is assumed that lack of indication in the order part which the Contractor intends to entrust with a subcontractor signifies realization of the order by the Contractor only.

4. The Ordering Party shall not list in TOR any subcontracting agreements the subject of which are the deliveries or services which, due to the value or subject of these deliveries or services, are not subject to the obligation of submission before the Ordering Party.

**REVERSED ORDER OF EVALUATION OF OFFERS**

**The Ordering Party informs that in the hereby proceeding the so-called reversed procedure of offer assessment shall be applied. In accordance with Art. 139 (1) PPA the Ordering Party shall first of all carry out audit and evaluation of offers and, subsequently, subjective qualification of the Contractor whose offer will be assessed the highest in the scope of lack of grounds for exclusion and fulfilment of conditions for participation in the proceeding.**

1. **In accordance with Art. 126 (1) of PPA the Ordering Party shall demand from the Contractor whose offer was assessed the highest the submission of subjective evidence within a designated deadline not shorter than 10 days valid as per the date of submission confirming absence of grounds for exclusion:**

**30. 1.** Information from the National Criminal Register in the scope of:

a) Art. 108 (1) (1) and (2) of APP,

b) Art. 108 (1) (4) of PPA concerning adjudicating the ban on participation in public tender proceedings by virtue of preventive measure,

- issued not earlier than 6 months prior to submission;

**30.2.** Statement of the Contractor in the scope of Art. 108 (1) (5) of PPA concerning lack of affiliation in the same capital group in the meaning of the Act of 16 February 2007 on protection of competition and consumers (Journal of Laws from 2020 , items 1076 and 1086) with another Contractor who submitted a separate offer, partial offer, or statement on affiliation in the same capital group with documents or information confirming offer, partial offer preparation independently from another Contractor belonging to the same capital;

*The Contractor may elaborate a statement in line with the template constituting Appendix no. 8 to TOR.*

**30.3.** Statement of the Contractor on the validity of information contained in the statement specified in Art. 125 (1) of PPA in the scope of exclusion from the proceeding of those specified by the Ordering Party, as per:

a) Art. 108 (1) (3) of APP,

b) Art. 108 (1) (4) of PPA concerning adjudicating the ban on participation in public tender proceedings by virtue of the preventive measure,

c) Art. 108 (1) (5) of PPA concerning conclusion with other Contractors of an understanding targeted at disrupting competition,

d) Art. 108 (1) (6) of APP.

*The Contractor may elaborate a statement in line with the template constituting Appendix no. 9 to TOR.*

**PART XIV. Manner and term of offer submission**

* + - * 1. The offer must be submitted on or before **04.04.2025 until 09.00 am.**
        2. The offer must be submitted by means of the platform located at

**https://platformazakupowa.pl/transakcja/1066825.**

* + - * 1. The offer must be elaborated in line with the requirements of part XIII of TOR.

# Part XV. Term of opening of offers

1. Opening of offers will occur on **04.04.2025 at 09.05 am.**
2. Information from opening of offers will be published on the website of the proceeding in the section “Notifications” and it shall contain data specified in Art. 222 (5) of APP.
3. In case of failure of the tele information system causing lack of possibility of opening offers within the term specified by the Ordering Party, the opening of offers will occur immediately after failure removal.
4. The Ordering Party shall notify of the change in the term of opening offers on the website designated for the proceeding.
5. The Ordering Party does not envisage conduct of an open session from the opening of offers with participation of Contractors or third parties or transmission of the session of opening of offers by means of any video, online transmission devices.
6. The Ordering Party shall, at latest prior to opening of offers, place information about the amount he intends to designate for financing of the order on the internet website designated for the proceeding.

# PART XVI. Manner of calculating the price

1. The price must be indicated in EURO.
2. The offered price ought to encompass full scope of the service specified in the hereby TOR and include all costs related to the conduct of the subject of order as well as all conditions, obstacles or circumstances which might impact the conduct of the subject of order.
3. For comparison of offers, the Ordering Party shall assume the gross price offer specified in the Offer Form.
4. The Contractor undertakes to fill out the Offer Form (Appendix no. 1 to TOR).
5. The price offer must be indicated in EURO, in digits and in words, inclusive of VAT tax calculated in line with the binding regulations as per the date of offer submission. The entity submitting the offer is obliged to fill out the offer form, performing calculations according to the principles of accounting.
6. All prices specified in the Offer Form ought to be indicated of with precision up to two decimal places.
7. The value added tax rate is established pursuant to the Act of 11 March 2004 on the value added tax (Journal of Laws from 2020 item 106).
8. The **offered price** indicated by the Contractor must encompass all the costs, that is: the price of goods, VAT tax, customs fees, costs of packaging, transport, carrying int, unloading, assembly, installation, connection to the existing installation and/or costs of modification of installations necessary to be connected, costs of launching, delivery of the working instruction along with its implementation, insurance, costs related to the provision of full guarantee service (travel costs, costs of guarantee overhauls in each year of the guarantee validity, costs of arranging all customs formalities related to import of replacement parts, costs of courier services, labour costs, costs of materials etc.) and potential costs of customs agency services.
9. If an offer is submitted the selection of which would lead to the occurrence of the Ordering Party's fiscal obligation in accordance with the Act of 11 March 2004 on value added tax, for the purposes of applying the price criterion the Ordering Party shall add to the offered price, the value of the value added tax that he would be obliged to settle in accordance with these provisions. The Contractor, upon submitting the offer, is obliged to notify the Ordering Party whether the selection of his offer will lead to the raise of the Ordering Party’s fiscal obligation, indication of the name (type) of goods or services the delivery or provision of which will lead to such a raise, indication of the value of goods or services covered by fiscal obligation of the Ordering Party without stating the amount of tax and the value added tax rate which, in line with the Contractor's knowledge will be applicable.

# PART XVII. Description of criteria of assessment of offers with an indication of weights of such criteria and manner of assessment of offers

* + 1. Upon the selection of the most beneficial offer, the Ordering Party shall be guided by the following criteria:

**- offered price - 60%**

**- guarantee conditions - 40%**

1. The manner of assessing offers according to individual criteria, in line with the data contained in the offer form and the relevant appendices to TOR:

**2.1 criterion OFFER PRICE (C)**

Point evaluation shall be performed in accordance with the following formula:

C min.

C = ---------- x weight of criterion (60%)

C of.

where:

C min.  - the lowest price among the assessed offers

C of.  - price in the assessed offer

**2.2 criterion GUARANTEE CONDITIONS (OG)**

Point evaluation shall be performed in accordance with the following formula:

OG of.

OG = ----------- x weight of criteria

OG max

where:

OG of. – offered guarantee period

OG max – maximum guarantee period

**The offer which meets all requirements contained in TOR and obtains the highest number of points in line with the agreed criteria and the following formula shall be deemed as the most beneficial one:**

**P = C + OG**

# PART XVIII. Information on formalities to be fulfilled after selection of the offer for the purpose of conclusion of public order agreement

* + - 1. The Agreement on granting public order, taking into consideration Art. 577 of APP, shall be concluded by the Ordering Party within the term not shorter than 10 days from the date of submission of notification on the selection of the most beneficial offer should such a notification be submitted via electronic communication means or 15 days - in case the notification being sent in an alternative manner.

2. The Ordering Party may conclude an agreement concerning public order prior to the expiry of the above-specified terms if within the proceeding on granting the public order only one offer was submitted.

3. If the Contractor whose offer was selected as the most beneficial offer refrains from conclusion of the agreement on public order or fails to submit the required Agreement performance guarantee, the Ordering Party may conduct re-assessment of the offers from amongst the remaining offers in the proceeding and select the most beneficial offer or invalidate the proceeding.

4. The term and place of agreement conclusion shall be communicated by the Ordering Party to the selected Contractor.

# PART XIX. Drafted contractual provisions concerning public order which shall be introduced into the public order agreement

The drafted significant provisions for the Ordering Party shall be outlined in the draft agreement constituting an integral part of TOR - Appendix no. 10 to TOR. The Contractor who presented the most beneficial offer shall be obliged to conclude the agreement in line with the attached agreement template. Submission of the offer is equivalent with full approval of the agreement by the Contractor.

# Part XX. Caution concerning measures of legal protection to which the Contractor is entitled

1. Legal protection means provided for in Chapter IX of the PPA shall be granted to the Contractor as well as to another entity should he have or had interest in obtaining a given order and should he have suffered or may suffer damages as a result of the Ordering Party breaching the provisions of the said act.

2.   Legal protection means with respect to the announcement of public order and specification of key order conditions shall also be granted to organizations entered on the list of organizations authorized to submit legal protection means maintained and announced by the Chairman of the Office for Public Procurement and the Ombudsman of Small and Medium Entrepreneurs.

3.  An appeal may be submitted solely against an action in breach of the provisions of the act, committed by the Ordering Party in the course of the proceeding for granting public order or in case of omission of the action to which the Ordering Party is obliged pursuant to the act in question.

4. An appeal shall be possible in case of:

4.1 action of the Ordering Party non-compliant with the provisions of the Act, undertaken in the proceeding for granting the order, including for designing the contractual provisions;

4.2 failure to carry out an action in the proceeding for granting the order to which the Ordering Party was obliged by the Act.

5.   Appeals may be submitted within 10 days from the date of sending of information concerning actions of the Ordering Party which constitute the basis for such a submission if information was sent with the use of electronic communication means, or within 15 days if it was sent Chairman in another form.

6. Detailed principles of submitting legal protection means and the proceeding conducted as a result of their submission are specified in Chapter IX of the APP.

# PART XXI. Information concerning collaterals of proper execution of agreement

1. The Contractor whose offer will be selected shall be obliged to submit a collateral for proper execution of the agreement no later than on the date of conclusion of the agreement **at the level of 5% of the total (gross) price specified in the offer.**
2. The collateral may be paid in one or several of the following formats:
3. money,
4. bank guarantees or warranties of a cooperative savings and credit union, however, such a warranty is always a financial collateral,
5. bank guarantees,
6. insurance guarantees,
7. Sureties granted by entities specified in Art. 6B (5) (2) of the Act of 9 November 2000 on forming the Polish Agency for Entrepreneurship Development (Journal of Laws from 2020, item 288).
8. The bid bond in money must be paid via bank transfer to the bank account of the Ordering Party: **Bank Pekao S.A. Branch in Białystok, account no**: **42 1240 6292 1978 0011 0270 9141 with annotation: “Collateral in proceeding no. AZP.25.1.8.2025”**
9. Collateral submitted in money shall be maintained by the Ordering Party on the interest-bearing bank account.
10. Collateral submitted in money shall be returned by the Ordering Party along with interest stemming from the bank account agreement on which it was stored, decreased by the costs of running the bank account and the bank commission for the transfer of money to the bank account specified by the Contractor on the offer form.
11. The Ordering Party shall return the collateral at the level of 70% within 30 days from the date of completion of the order and confirmation by the Ordering Party of proper conduct of the order.
12. The Ordering Party shall return the remaining 30% of the collateral towards securing claims on account of warranty or faults or the guarantee no later than on the 15th day after the expiry of the period of the warranty for faults or guarantees.
13. The collateral shall be made in the forms specified in point 2 letter from a) to e) must consider the terms specified in points 6 and 7.

# PART XXII. Information Clause as per Art. 13 GDPR concerning processing of personal data for the purpose of applying for public order

In accordance with Art. 13 (1) and (2) of the Regulation of European Parliament and Council (EU) 2016/679 from 27 April 2016 on protection of natural persons in relation to the processing of personal data and on the free flow of such data and repelling Directive 95/46/EC (general regulation on data protection) (Official Journal of the EU L 119 from 04.05.2016, p. 1) hereinafter referred to as “GDPR” please be informed that:

* the Controller of your personal data is the Medical University of Bialystok, ul. Jana Kilińskiego 1, 15-089 Białystok, NIP 542-021-17-17, REGON 000288604, represented by the Rector;
* Medical University of Bialystok has appointed the Data Protection Officer who may be contacted concerning personal data by sending information to the email address: iod@umb.edu.pl or through other contact details specified on the University websites.
* Your personal data shall be processed for the purpose related to the conduct of proceeding for granting public order pursuant to Art. 6 (1) (c) of GDPR (that is legal obligation with which the controller is burdened – Public Procurement Act),
* Recipients of your personal data may be persons or entities to whom the proceeding documentation shall be disclosed pursuant to Art. 18 (1) and Art. 74 of the Act of 11 September 2019 - Public Procurement Act (Journal of Laws from 2019, item 2019 as amended), hereinafter “APP”, persons applying for disclosure of public information, owner of the platform for publishing proceedings for granting public orders,
* Your personal data, on account of the transparency of the proceeding for granting public order, may be passed onto third countries,
* Your personal data shall be stored in accordance with Art. 78 (1) of PPA for the period of 4 years from the date of completion of the proceeding for granting public order and if the duration of agreement exceeds 4 years, the period of storage shall encompass the period of duration of the agreement or a longer period in case of proceedings financed from the EU resources;
* Obligation to indicate your personal data directly involving yourself is the statutory requirement specified in the provisions of PPA related to the participation in the proceeding for granting public order; consequences of non-submission of specific data shall result from the APP;
* with respect to your personal data, decisions shall not be undertaken in an automated manner specified in Art. 22 of GDPR;
* you are entitled to,
* on the basis of Art. 15 of GDPR, access personal data that concern you;
* on the basis of Art. 16 of GDPR, amend your personal data

*(the exercise of the right to amend data cannot breach the integrity of the protocol and its appendices),*

* on the basis of Art. 18 of GDPR, the right to demand from the data controller limiting the processing of personal data subject to cases specified in Art. 18 par. 2 of GDPR
* the right to submit a complaint to the Chairman of the Personal Data Protection Office, Ul. Stawki 2, 00- 193 Warszawa, should you consider the processing of your personal data as breaching the provisions of GDPR.
* You are not entitled to:
* the right to remove personal data pursuant to Art. 17 (3) (b), (d) or (e) of GDPR;
* the right to transfer personal data as specified in Art. 20 of GDPR;
* the right to submit an objection to the processing of personal data on the basis of Art. 21 of GDPR since the legal basis for the processing of your personal data shall be Art. 6 (1) (c) of GDPR.

# PART XXIII. Other information

The Ordering Party shall not allow the possibility to submit variant offers.

2. The Ordering Party does not envisage orders specified in Art. 214 (1) (8) of APP.

3. The Ordering Party does not envisage the necessity to conduct site visits or verifications by him of documents necessary for the realization of the order, as specified in Art. 131 (2) of APP.

4. The Ordering Party envisages settlements in EURO.

5. The Ordering Party does not envisage the choice of the most beneficial offer with application of an electronic auction.

6. The Ordering Party does not envisage reimbursement of costs related to participation in the proceeding.

7. The Ordering Party does not envisage requirements in the scope of employment on the basis of employment contract in the circumstances specified in Art. 95 of the APP.

8. The Ordering Party does not envisage requirements in the scope of employing persons specified in Art. 96 (2) (2) of the APP.

9. The Ordering Party shall not reserve the possibility of applying for granting public order solely by Contractors specified in Art. 94 of APP.

10. The Ordering Party does not reserve the obligation of personal execution of key tasks by the Contractor.

11. The Ordering Party does not require either allowing the submission of offers in the form of electronic catalogues or attaching electronic catalogues to the offer in a situation specified in Art. 93.

# PART XXIV. Appendices to the Terms of Reference

The following appendices shall constitute an integral part of the hereby TOR:

1. Offer Form – Appendix no. 1,
2. Description of the subject of order – Appendix no. 2,
3. ~~Table of Technical Evaluation – Appendix no. 3,~~
4. Table of Guarantee Terms Evaluation – Appendix no. 4,
5. Guarantee terms, warranty terms and guarantee service terms – Appendix No. 5,
6. The procedure of delivery and collection of the device – Appendix no. 6,
7. Construction project documentation (electronic version) – Appendix no. 6a,
8. ESPD – Appendix no. 7,
9. Instruction of filling out ESPD (electronic format) - Appendix no. 7a,
10. Statement of the Contractor – Appendix no. 7b
11. ~~Statement of the entity providing the resources – Appendix no. 7c~~
12. Declaration of the Contractor on lack of affiliation or on affiliation with the same capital group – Appendix no. 8
13. Statement of the Contractor on the validity of information – Appendix no. 9.
14. Agreement template with handover protocol – Appendix no. 10
15. Agreement template on entrustment of personal data processing – Appendix 11.