**TERMS OF REFERENCE**

**Delivery of Nanoelectro Spray Ion Source (source of nanoelektro atomizers) for the International Center for Research on Cancer Vaccines of the University of Gdańsk**

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Announced at the headquarters of the Ordering Party on **05.06.2020.**

**Design:** **"International Center for Cancer Vaccine Science"**

 **Agreement No. MAB / 2017/3**

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**I. Name and address of the Ordering Party**

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**II.Mode of awarding the contract**

1. Legal basis: Act of 29 January 2004. of the law Public Procurement Law (consolidated text:
Journal of Laws of 2019 item 1843), hereinafter referred to as **"law"**.
2. The proceedings are conducted in the form of an open tender art. 39 of the Act
on the estimated value above the thresholds set out in provisions issued based on - Art. 11 it. 8 of the Act.
3. The Ordering Party pursuant to art. 24aa of the Act, will first evaluate the offers in terms of the grounds for their rejection - Art. 89 it. 1 of the Act and the criteria for the evaluation of the offers specified in chapter XIV of the ToR,
and then will examine whether the Contractor whose tender has been assessed as the most advantageous, is not subject to exclusion, meets the conditions for participation in the procedure and meets the requirements specified by the Ordering Party based on the statements indicated in Chapter VII and documents.
4. The Contractor joining the procedure is obliged to prepare the offer in a manner consistent with law and with the Terms of Reference, hereinafter referred to as **"Terms of Reference"**.
5. **In the present procurement procedure, communication between the Ordering Party and Contractors takes place exclusively using the miniPortal** [**https://miniportal.uzp.gov.pl/**](https://miniportal.uzp.gov.pl/)**, ePUAPu** [**https://epuap.gov.pl/wps/portal**](https://epuap.gov.pl/wps/portal) **and email.**
6. The Contractor **who intends to participate in this procedure must have an ePUAP
account. The contractor with the ePUAP account has access to *Form to submit, change, withdraw the offer or application* and to *Form for communication.* Technical and organizational requirements
for sending and receiving electronic documents, electronic copies of documents and statements as well as information provided using these forms are described in the Regulations on using:**

**miniPortal (**[**https://miniportal.uzp.gov.pl/WarunkiUslugi.aspx**](https://miniportal.uzp.gov.pl/WarunkiUslugi.aspx)**) and**

**EPUAP Regulations (**[**https://epuap.gov.pl/wps/portal/strefa-klienta/regulamin**](https://epuap.gov.pl/wps/portal/strefa-klienta/regulamin)**).**

**III. Description of the subject of the contract**

1. CPV Common Procurement Vocabulary Classification Code: 38500000-0 (control and testing apparatus).
2. The subject of the order is delivery of Nanoelectro Spray Ion Source (nanoelectro ion source of atomizers), hereinafter referred to as "equipment", for International Centre for Research on Cancer Vaccines University of Gdansk.
3. The supply includes:
	1. transport of equipment, bringing to the place indicated by the Ordering Party,
	2. dedicated digital display software (USB image capture software.
4. The equipment is to allow the maximization of sensitivity of LC-MS Thermo systems. Nano LC uses a lower flow rate compared to conventional LC systems, which is necessary for working with small amounts of samples.
5. The Ordering party informs that withthe purchase of equipment is related to the expansion of the equipment owned, i.e. Thermo Scientific LTQ OrbitrapTM Series MS (short for Mass Spectrometry) and UltiMateTM 3000 RSLC nano System.
6. Place of delivery: University of Gdańsk, International Center for Research on Cancer Vaccines, ul. Kładki 24, 80-822 Gdańsk, room No. 315, second floor.
7. A detailed description of the subject of the contract specifies **Attachment 1a to the ToR.**
8. The Ordering party requires a warranty for the equipment listed in Attn. 1a to the ToR - not less than 12 months.
9. The Ordering Party informs that the contract is subject to the Foundation's Program for Polish Science
entitled "International Research Agendas", financed by the European Regional Development Fund under the Intelligent Development Operational Program. Project title: International Center for Cancer Vaccine Science. Agreement No. MAB / 2017/3

**IV. Deadline for the performance of the contract.**

The term of the contract: up to 6 weeks from the date of signing the contract, taking into account the provisions
of Chapter XIV of the Terms of Reference - the term of the contract is one of the criteria for the evaluation of offers.

**V. Conditions for participation in the procedure**

1. The award of the procurement may be sought by contractors, who comply with the conditions concerning:
2. Competences or rights to conduct a specific professional activity, if it results from
separate provisions.

*The Ordering Party does not specify in the above scope any requirements which the Contractor is obliged to demonstrate in a special way.*

1. Economic or financial situation.

*The Ordering Party does not specify in the above scope any requirements which the Contractor is obliged to demonstrate in a special way.*

1. Technical or professional abilities .

*The Ordering Party does not specify in the above scope any requirements which the Contractor is obliged to demonstrate in a special way.*

1. Contractors who are not subject to exclusion from the procedure pursuant to art. 24 item 1 and 5 of the Act.
2. Rules for assessing compliance with the Ordering party's conditions:

Assessment of meeting the conditions required from Contractors will be made according to the formula **meets
- does not meet** based on the documents described in chapter VII.

**VI. Grounds for exclusion referred to in art. 24 item 5 of the Act.**

1. The Ordering Party will exclude the Contractor from the contract award procedure:
2. in relation to which liquidation has been opened, in the arrangement approved by the court in the restructuring proceedings it is envisaged to satisfy the creditors by the liquidation of his assets or the court ordered the liquidation of his assets pursuant to art. 332 item 1 of the Act of 15 May 2015. - Restructuring law (consolidated text, Journal of Laws of 2019 item 243 as amended) or whose bankruptcy was announced, with the exception of the Contractor who, after the declaration of bankruptcy, concluded the arrangement approved by a final court decision, if the arrangement does not provide for satisfaction of creditors by the liquidation of the assets of the bankrupt, unless the court ordered the liquidation of his assets pursuant to art. 366 it. 1 of the Act of February 28, 2003. - Bankruptcy law (consolidated text, Journal of Laws of 2019 item 498 as amended),
3. who has grossly violated his professional obligations, which undermines his integrity, in particular when the Contractor has failed to perform or improperly performed the contract as a result of the intended action or gross negligence, which the Ordering party is able to demonstrate by appropriate means of evidence,
4. if the Contractor or persons referred to in art. 24 item 1 point 14 of the Act, authorized
to represent the contractor are in the relationships specified in art. 17 it. 1 points 2-4 of the Act of:
5. the Ordering Party:
6. persons authorized to represent the Ordering Party;
7. members of the tender committee;
8. persons who have made the declaration referred to in art. 17 it. 2a of the Act;
* unless it is possible to ensure impartiality on the part of the Ordering Party in a way other than by excluding the Contractor from participation in the procedure,
1. who, for reasons attributable to him, did not or improperly significantly performed the previous public procurement contract or concession contract concluded with the contracting authority referred to in Article 3 item 1 point 1-4, which led to the termination of the contract or award damages,
2. being a natural person who has been validly convicted for committing an offence against the employee’s rights or against the environment and the offence was punished by imprisonment, restriction of liberty or a fine in the amount not less than PLN 3,000;
3. if an incumbent member of his management or supervisory body, a partner in a general partnership or a partnership or a general partner in a limited partnership or limited joint-stock partnership
or commercial representative, has been validly convicted of an offense referred to in item 5),
4. towards whom a final administrative decision has been issued regarding the breach of obligations under labor law, environment protection law or social security law by the Contractor and the decision imposed a fine in the amount not less than PLN 3000;
5. who has violated the obligations regarding the payment of taxes, fees or social security
or health insurance contributions, which the Ordering Party is able to demonstrate by means of appropriate evidence, except in the case referred to in art. 24 item 1 point 15 of the Act, unless the Contractor has made the payment of taxes, fees or social security or health insurance contributions together with interest or fines or has entered into a binding agreement on the repayment of these debts.
6. Contractor's exclusion will occur in the cases referred to:
7. in point 1 point 5) - 7) - if 3 years have not elapsed since the day the verdict confirming the existence of one of the grounds for exclusion has become valid, unless another exclusion period has been specified in that judgment or the date on which the decision confirming the existence of one of the grounds foreclosure has become final,
8. in point 1 point 2) and 4) - if three years have not elapsed since the day on which the event being the basis for exclusion occurred.

**VII. List of statements and documents confirming compliance with the conditions for participation in the procedure, the absence of grounds for exclusion and the Ordering Party's requirements**

1. For preliminary confirmation that the Contractor is not subject to exclusion and meets the conditions for participation
 in the proceedings referred to in Chapter V, the Contractor submits with the offer:
	1. current statement as at the date of submission of tenders, drawn up, under pain of nullity, in electronic form with a qualified electronic signature by the person (s) authorized to represent the Contractor, in accordance with the form of representation specified in the registration (registration) document appropriate for its organizational form, on the form of the Single European Procurement Document, hereinafter referred to as 'JEDZ declaration' - **Atachment 2 to the ToR**, to the extent indicated by the Ordering Party.

The contractor may use the ESPD tool or other available tools or software that allow you to complete the JEDZ and create an electronic document, in particular in one of the formats specified in chapter VIII point 9.

The JEDZ declaration in electronic form with a qualified electronic signature should be compressed into one archive file (ZIP) together with the files constituting the offer referred to in chapter XI of ToR.

* In the case of joint bidding by Contractors, the JEDZ statement is made by each of the Contractors jointly bidding for the contract. On behalf of all Contractors jointly applying for the award of the contract, JEDZ statements may be submitted by a proxy, however they must relate to all Contractors applying jointly for the award of the contract and should confirm compliance with the conditions for participation in the procedure and the absence of grounds for exclusion to the extent in which each of the Contractors shows meeting the conditions for participation in the procedure and no grounds for exclusion.
* The contractor who intends to entrust the performance of part of the contract to subcontractors, in order to demonstrate the absence of grounds for exclusion from their participation in the proceedings is required to submit a separate JEDZ declaration, separately for each of the subcontractors*.*

JEDZ declarations of entities submitting a joint bid and subcontractors must only be in the form of an electronic document, signed by a qualified electronic signature by the person (s) authorized to represent respectively joint bidders or subcontractors, in accordance with the form of representation specified in the registration (registration) document, appropriate for the organizational form of the entity.

1. In order to confirm the lack of grounds for excluding the Contractor from participation in the procedure, based on Art. 24 of the Act, the Ordering party requests from the Contractor:
2. Information from the National Criminal Record in the scope specified in art. 24 item 1, points 13, 14 and 21 of the Public Procurement Law and, regarding a conviction for a prison sentence, to the extent determined by the Ordering Party on the basis of art. 24 item 5 points 5 and 6 of the Public Procurement Law, issued not earlier than 6 months before the deadline for tender submission;
3. a certificate from the competent head of the tax office confirming that the Contractor is not in arrears with payment of taxes, issued not earlier than 3 months before the offer submission deadline, or other document confirming that the Contractor has entered into an agreement with the competent tax authority regarding the repayment of these receivables together with any interest or fines, in particular, he obtained the exemption, deferment or installment of outstanding payments as provided for by law, or withholding in full the execution of the decision of the competent authority,
4. a certificate from the appropriate organizational unit of the Social Insurance Institution or Agricultural Social Insurance Fund or other document confirming that the Contractor is not in arrears with payment of social security or health insurance contributions, issued not earlier than 3 months before the offer submission deadline, or other document confirming that the Contractor has entered into an agreement with the competent authority regarding the repayment of these receivables together with any interest or fines, in particular, he obtained the exemption provided for by law, deferment or installment of outstanding payments or withholding in full the decision of the competent authority,
5. a transcript from the relevant register or from central records, along with information about business activities, if separate regulations require an entry in the register or records, in order to confirm the lack of grounds for exclusion pursuant to art. 24 item 5 point 1 of the Act - subject to the provisions of Art. 26 it. 6 of the Act and point 16 item 4 of this chapter,
6. statements of the Contractor on lack of granting towards him any final and valid judgment of the court or administration decision on no arrears in paying taxes, fees or contributions for social or health insurace – in case of giving such a judgment or decision – the documents confirming the payments made of these payments with any interest or fines or concluding binding agreement on payment of these due amounts, **attachment no 4 A to ToR**,
7. the statement of the Contractor on no decision towards him the preventive means on public procurement, **attachment no 4 B to ToR**,
8. declarations of the Contractor about the failure to issue a final judgment of the convicting court for the offense of restriction of liberty or a fine to the extent specified by the Ordering party pursuant to art. 24 item 5 points 5 and 6 of the Act, **Annex 4 C to the ToR**.
9. statements of the Contractor on no final administrative decision on my breach of obligations under labour law, environmental protection law or social security regulations to the extent specified by the Ordering Party pursuant to Art. 24 sec. 24 item 5 point 7 of the Act, **Annex 4 D to the ToR**.
10. the contractor's statement of having paid taxes and local fees referred to in the Act of 12 January 1991 on taxes and local charges (J. of Laws of 2019 item 1170), **Annex 4 E to the ToR**.
11. the Contractor's statement on belonging or not belonging to the same capital group;
in the case of belonging to the same capital group, the Contractor may submit, together with a statement, documents or information confirming that links with another contractor do not lead to distortion of competition in the proceedings.

***The Contractor within 3 days from the day of posting on the website the information referred to in Art. 86 it. 5 act submits to Ordering Party a statement of belonging or not belonging to the same capital group.*** *With the submission of the statement, the contractor can provide evidence that the relationship with another contractor does not lead to distortion of competition in the contract award procedure. A specimen declaration of belonging or not belonging to the same capital group constitutes* **Attachment 3 to the ToR**.

*In the case of Contractors submitting a joint bid (jointly bidding for the contract), the documents listed in items 1) - 10) shall be submitted by each of the Contractors. On behalf of all Contractors jointly applying for the award of these contracts, these documents may be submitted by a proxy, however they must relate to all Contractors applying jointly for the award of the contract.*

1. To confirm that the offered delivery meets the requirements specified by the Ordering Party, the Ordering Party requests from the Contractor:

- technical specification (in Polish or English) of the equipment offered, confirming compliance with the requirements contained in Annex 1a to the ToR (manufacturer's catalogs, manufacturer's folders etc. are allowed) - in the form specified in point 7.

*In the case of Contractors jointly applying for the award of contracts, these Contractors shall jointly submit the document referred to in point 3.*

***The documents listed in item 2 items 1) - 9) and item 3, the Contractor whose tender has been rated the highest, shall submit at the request of the Ordering Party (in accordance with the provisions of item 11).***

1. Contractors having their registered office or place of residence abroad:
2. If the contractor has his registered office or place of residence outside the territory of the Republic of Poland, instead of the documents referred to in point 2:
3. sub-point 1 - submits excerpt from relevant register, or, in the absence of such register, other equivalent document issued by competent judicial or administrative organ in the country
where the Contractor has his seat or place of residence, or which is the place of residence of the person indicated in this document, in the scope specified in art. 24 item 1 point 13, 14 and 21 and it. 5
points 5 and 6 of the Public Procurement Law, issued - not earlier than 6 months before the deadline for tender submission;
4. pts 2)-4) - submits a document or documents issued in the country in which the Contractor has his registered office or place of residence, confirming respectively that:

- he is not in arrears with the payment of taxes, fees, social security or health insurance contributions or that he has entered into an agreement with the competent authority regarding the repayment of these claims together with any interest or fines, in particular he has obtained exemption, deferment or installment of overdue payments or withholding in full implementation of the decision of the competent authority - issued not earlier than 3 months before the offer submission deadline.

* no liquidation was opened nor bankruptcy was declared – issued not earlier than 6 months before the lapse of placing the offers .
1. If the documents mentioned in article 24 (1) are not issued in the country in which the Contractor has his seat or place of residence or which is the place of residence of the person indicated in these documents, they may be substituted with a documents, referred to in sub-point 1) it is replaced
with the document containing statement of the Contractor, indicating person or persons authorized to represent him or statement of the person who should be the subject of such document, submitted before a notary, a judicial or administrative body or a professional or commercial self-government body competent for the seat or place of residence of the Contractor or of the person in question. The requirements regarding the date of issue of documents specified in item 1) shall apply accordingly.
2. The Contractor having its seat on the territory of the Republic of Poland, in regards to a person having place of residence outside the territory of the Republic of Poland, to whom the document referred to in point 2 sub-point 1) pertains, shall submit the document referred to in sub-point 1 let a) within the scope specified in art. 24 item 1 point 14 and 21 and it. 5 section 6 of the Act. If the country where the person to whom the document was to relate is domiciled does not issue such documents, it shall be replaced by a document containing a statement made by that person to a notary or to a judicial, administrative or professional authority or economic authority competent for the place of residence of that person. Requirements regarding the date of issue of documents specified in item 1) lit. a) shall apply.
3. Contractors competing for the contract jointly meet
4. The contractors may jointly apply for awarding the contract on the basis of art. 23 of the Act.
In such case, the Contractors shall appoint a plenipotentiary to represent them in the order award procedure, or to represent them in the procedure and to conclude the public procurement contract.
5. The provisions regarding the Contractor shall apply accordingly to the Contractors referred to in item
 1).
6. If the offer of the Contractors referred to in item 1) is selected, the Employer shall request before concluding the public procurement contract a contract regulating the cooperation of these Contractors - Chapter XVI point 7.
7. The documents must be issued in accordance with the deadlines set out above, with the document issued in an earlier period also valid if it is confirmed by the issuing authority within the required deadline.
8. **The documents or statements referred to in points 2 to 4 of this chapter must be submitted in the original, in the form of an electronic document or in an electronic copy of the document
or declaration certified as true to the original.**
9. **Certification for compliance with the original is made by the Contractor, Contractors jointly applying for the award of the public contract or a subcontractor - in accordance with the form of representation specified in the registration (registration) document, appropriate for its organizational form - in the scope of documents or statements that apply to each of them.**
10. **The attestation of compliance with the original of the electronic copy of the document or the statement
referred to in point 7 above shall take place using a qualified electronic signature.**
11. If the Contractor is represented by a proxy (a one-time power of attorney may be issued for a specific proceeding), the offer must be accompanied by an electronic power of attorney in the original with a qualified electronic signature submitted by persons authorized to represent the Contractor (unless the power of attorney for persons representing the Contractor from registration documents) or in an electronic copy certified by a notary public, in accordance with the Act of February 14, 1991. Notarial Law (consolidated text Journal of Laws of 2019, item 540, as amended) - containing the date of issue, scope of authorization, period for which it was issued.
12. According to Article 26 it. 1 of the Act, the Ordering Party before awarding the contract, callcontractor, the offer of which has been the highest rated, to be submitted within a designated period of not less than 10 days, valid on the day of submitting the statements and documents confirming the fulfillment of the conditions for participation in the procedure, the fulfillment of the offered supplies by the requirements specified by the Employer and the lack of grounds for exclusion specified in this chapter .
13. If it is necessary to ensure the proper conduct of the contract award procedure, the Ordering Party may at any stage of the procedure request Contractors to submit all or some statements or documents confirming that they are not subject to exclusion, meet the conditions for participation in the procedure, and if there are reasonable grounds for recognition, that previously submitted declarations or documents are no longer valid, to submit valid declarations or documents.
14. If the Contractor has not submitted a JEDZ statement, statements or documents confirming the fulfillment of the conditions for participation in the procedure, compliance of the offered supplies with the requirements specified by the Employer, lack of grounds for exclusion or other documents listed in this chapter, the statements or documents are incomplete, contain errors or arise as indicated by the Employer doubts, the Employer pursuant to art. 26 it. 3 of the Act will call for their submission, supplement or correction or to provide explanations within the time limit indicated by him, unless, despite their submission, supplementation or correction or explanation, the offer of the Contractor is rejected or it would be necessary to annul the proceedings.
15. The Ordering Party pursuant to art. 26 it. 4 of the Act will also summon, within the time limit set by him explanations regarding the statements or documents referred to in this chapter.
16. If the Contractor has not submitted the required powers of attorney or submitted defective powers of attorney, the Ordering party pursuant to art. 26 it. 3a of the Act will call for their submission within the time limit indicated by him, unless, despite their submission, the offer of the Contractor is rejected or it would be necessary to annul the proceedings.
17. Additional information:
18. The Ordering Party shall conduct the procurement procedure in Polish, subject to point 3. Documents or statements made in a foreign language must be submitted together with a translation
 into Polish, with the exception of the document referred to in point 3.
19. If the Contractor indicates in the EHIC statement the availability of the statements
or documents referred to in point 2 and in point 4 point 1) in electronic form at specific internet addresses of publicly available and free databases, the Ordering Party shall independently download the statements indicated by the Contractor from these databases or documents.
20. In the case referred to in item 2), the Ordering Party shall require the Contractor to provide a Polish translation of the documents indicated by the Contractor and documents downloaded by the Ordering Party.
21. If the Contractor indicates the statements or documents referred to in item 2 and in item 4 item 1) which are in the possession of the Ordering Party, in particular the statements or documents stored by the Ordering Party in accordance with art. 97 it. 1 of the Act, the Ordering party shall use its declarations or documents, as long as they are current, to confirm that they meet the conditions for participation in the procedure and the absence of grounds for exclusion. The Contractor is required to indicate in Annex 2 (JEDZ)the number of proceedings (or case number) to which he submitted these statements and documents.
22. The Contractor entered in the official list of approved contractors or the Contractor certified by certification bodies meeting the requirements of European certification standards may submit a certificate of entry into the official list issued by the competent authority or a certificate issued by the relevant certification body of the country in which the Contractor has its registered office or place of residence, indicating for documents constituting the basis for enrollment or certification, instead of the relevant documents listed in point 2.
23. Contractor who is subject to exclusion pursuant to art. 24 item 1 points 13 and 14 and 16-20 or it. 5 of the act may present the evidence that the measures taken by him are sufficient to demonstrate his reliability, in particular to prove compensation for damage caused by an offense or fiscal offense, financial compensation for damage suffered or remedied, a comprehensive explanation of the facts and cooperation with law enforcement agencies and taking specific technical measures, organizational and human resources, which are appropriate to prevent further offenses or fiscal offenses or improper conduct of the Contractor. The above does not apply if, in the case of the Contractor acting as a collective entity, the prohibition to apply for the award of a procurement has been ruled by a final court order, and the duration of the prohibition specified in that judgment has not expired.
24. To the extent not regulated by the ToR, the provisions of the following documents apply: Regulation of the Minister of Development of 26 July 2016 on the types of documents that the employer may request from the contractor in the procurement procedure (J. of Laws of 2016, item 1126, as amended).

**VIII. Information on the manner of communication between the Ordering Party and Contractors and the submission of statements and documents, as well as the indication of persons authorized to communicate with contractors**

1. Communication between the Ordering party and Contractors, in particular submission of declarations, applications, notifications and transmission of information is carried out electronically via ***dedicated form available on ePUAP*** [*https://obywatel.gov.pl/nforms/ezamowienia*](https://obywatel.gov.pl/nforms/ezamowienia) ***and shared by miniPortal (Form for communication)*** [*https://miniportal.uzp.gov.pl/*](https://miniportal.uzp.gov.pl/)*.*In all correspondence related to this procedure, the Ordering party and Contractors shall use the advertisement number (TED or procedure number).
2. The Ordering party may also communicate with Contractors by means of electronic mail as indicated in point 3.
3. The person authorized to contact with Contractors is: *Marek Bocian - employee of the Public Procurement Department of the University of Gdańsk, e-mail: sekretariatdzp@ug.edu.pl, from 07:00 to 15:00 from Monday to Friday.*
4. Electronic documents, statements or electronic copies of documents or statements are submitted by the Contractor via *Form for communication* as attachments.
5. The maximum size of files sent via *Form for communication* is 150 MB.
6. The date of submission of notifications, electronic documents, statements or electronic copies of documents or statements and other information is the date of their submission to ePUAP.
7. With the exception of submitting, changing or withdrawing the offer, the Ordering party also allows the possibility of submitting electronic documents, statements or electronic copies of documents or statements by electronic mail to the email address indicated in point 3.
8. If the Ordering Party or the Contractor provide notifications, electronic documents, statements or electronic copies of documents or statements and other information via e-mail, each party shall at the request of the other party immediately confirm the fact of receipt. The date of sending the notification, electronic document, statement or electronic copy of documents or statements and other information provided via electronic mail will be the confirmation of delivery of the message containing this notification, electronic document, statement or electronic copy of documents or statements, other information, from the Ordering Party's mail server .
9. The Ordering Party allows, in particular, data to be transferred in the following formats: pdf, doc, docx, rtf, odt.
10. The method of preparing electronic documents, statements or electronic copies of documents or statements must comply with the requirements set out in the Regulation of the Prime Minister of June 27, 2017. *on the use of electronic means of communication in public procurement proceedings and the provision and storage of electronic documents* (J. of Laws of 2017 item 1320, as amended) and the Regulation of the Minister of Development of 26 July 2016 *on the types of documents that the contracting authority may request from the contractor in the contract award procedure* (J. of Laws from 2016, item 1126 with later d.)*.*
11. According to Article 38 of the act the Contractor may turn to the Ordering Party with the application for explaining of the ToR. The contracting authority is obliged to provide explanations immediately, but no later than on **6 days** before the deadline for submission of tenders, provided that the request for clarification of the content of the ToR has been received by the Ordering Party no later than by the end of the day on which half of the deadline for submission of offers expires.
12. If the request for clarification of the Terms of Reference has been received after the deadline for submitting the application referred to in point 11 or relates to the explanations given, the Ordering Party may provide explanations or leave the application without consideration. The extension of the deadline for submitting bids does not affect the time limit for submitting the application.
13. The content of inquiries along with explanations and changes in the content of the ToR, the Ordering Party will forward to the Contractors to whom it has submitted the ToR, without disclosing the source of the query and posting on the website: www.ug.edu.pl, on which the ToR is available.
14. No verbal or telephone information, explanations or answers to questions directed to the Ordering party are provided.
15. The contractor downloading the electronic version of the Terms of Reference from the website of the Ordering party is obliged to monitor it in the same place from which it was downloaded, as they are posted there any information regarding the procedure.
16. In the event of discrepancies between the content of the ToR and the content of the responses, the content of the letter, containing the subsequent statement, should be treated as binding.

**IX. Requirements for the Bid security**

* 1. The Ordering Party requires a bid security of PLN 2,400.00 (say: two thousand four hundred zlotys and 00/100 PLN).

The bid bond shall be lodged by the Contractor before the bid submission deadline.

* 1. Depending on the will of the Contractor, the bid bond may be lodged in one or several of the following forms:
1. in cash,
2. bank guarantees or sureties of a cooperative savings and credit union, provided
such surety is always a monetary surety,
3. bank guarantees,
4. insurance guarantees,
5. guarantees provided by the entities referred to in the art. 6b it. 5 point 2 the Act of November, 9 2000 about Establishment of the Polish Agency for Enterprise Development (unified text J. of Laws
of 2019, item 310 as amended).
	1. The bid bond paid in cash should be brought by bank transfer to the bank account indicated below:

 BANK PEKAO SA IV / O Gdańsk No. **54 1240 1271 1111 0000 1492 5434** with the marking: **Tender bond
for procedure No. J711.291.1.3.2020.MB.**

 The bond security lodged in cash will be effective upon recognizing the cash on the bank account of the Ordering partyindicated above, before the deadline for submitting bids (i.e. before the date and time set as the final deadline for submitting bids).

* 1. The surety, guarantee referred to in item 2 should be valid for the duration of the offer.
	The contents of the guarantee/surety should guarantee unconditional, for every written request made by the Ordering party within the binding period of the offer, obligation of the Guarantor to pay the Ordering Party the full amount of the bid security in the circumstances specified in art. 46 it. 4a and item. 5 of the Act. Along with the offer, the Contractor must send the original of the bid bond document in electronic form, accompanied by a qualified electronic signature of persons authorized to issue it, by compressing it together with the files constituting the offer (Chapter XI) to one archive file (ZIP).
	2. The offer of the contractor who will not submit the bid security or submit it incorrectly will be rejected.
	3. The bid bond for Contractors jointly applying for the award of the contract may be lodged by one of these Contractors, several of them or all together.
	4. Possible postponement of the deadline for submitting bids is tantamount to postponing the deadline for submitting the bid security.
	5. The awarding entity shall retain the bid bond, together with interest if:
1. The Contractor, in response to the notice referred to in Art. 26 it. 26 it. 3 and 3a of the Act, for reasons attributable to it, does not submit statements or documents confirming the circumstances
referred to in Art. 25 of the Ac item 1t, the statement referred to in Art. 25a it. 1 of the Act, powers of attorney or did not agree to correct the mistake referred to in Chapter XV point 4 item 3), which resulted in the inability to select the bid submitted by the Contractor as the most advantageous.
2. The contractor whose offer has been selected refused to sign a public procurement contract on the terms set out in the offer.
3. Conclusion of the public procurement contract became impossible for reasons attributable
to the Contractor whose offer was selected.
	1. Deposit refund:
4. The Ordering party shall return the bid bond to all Contractors immediately after the selection of the most advantageous offer or annulment of the procedure, except for the Contractor whose offer has been selected as the most advantageous, subject to point 8 point 1).
5. The Ordering Party returns the bid security to the Contractor, whose offer was chosen as the most advantageous, immediately after the conclusion of the public contract and the payment of a performance bond.
6. The Ordering party shall immediately return the bond at the request of a Contractor who withdraws an offer before the offer submission deadline.
7. If the bid bond was made in cash, the Ordering party shall refund them together with interest resulting
from the bank account agreement on which it was held, reduced by the costs of maintaining the bank account and bank commission for the transfer of money to the bank account indicated by the Contractor.
	1. Purchaser demands re-submitting the bid bond by the Contractor, who was returned pursuant to art. 46 it. 1 of the PPL Act, if the offer was selected as the most advantageous as a result of resolving the appeal. The Contractor shall deposit the bid security within a term specified by the Ordering party.

**X.Tender validity period**

1. The offer validity period is 60 days from the deadline for submission of offers - art. 85 of the Act.
2. The Contractor, individually or at the Ordering Party’s request, may extend the offer validity term, however the Ordering Party may only once, at least 3 days before the expiry of the offer validyt term, address the Contractors to express consent to the extension of such term for a specified period, no longer than 60 days.
3. The refusal to give consent to the extension of the period of binding the offer does not result in the loss of the bid security.
4. Extension of the offer validity term is admissible only with the simultaneous extension of the bid security validity term or, if it is possible, deposit of a new bid security for the extended offer validity period. If extension of the offer validity term is done after selection of the most beneficial offer, the obligation to deposit a new bid security or its extension applies only to the Contractor whose offer was selected as the most beneficial.

**XI. Description of how to prepare and submit bids**

1. The Contractor joining the procedure is obliged to prepare an offer drawn up in Polish in a manner consistent with the Terms of Reference and the Act.
2. The contractor submits an offer via ***Form to submit, change, withdraw the offer
or application*** available on ePUAP and also available on the miniPortal. In the bid form, the Contractor is required to provide the ePUAP mailbox address at which correspondence related to the proceedings will be carried out.
3. The offer constitutes **the offer form** - Annex 1 to the ToR.
4. The Ordering party requires that the Contractor complete Annex 1 to the ToR - the bid form specifying:
5. gross offer price or the price without VAT, the amount of VAT *(enter only if gross amount is given)*, table according to columns with the manufacturer's name, model / type, catalog number of the equipment offered,
6. criteria: delivery time, functionality - column holder with rotating spray head in 3D positioning system.
7. The Contractor may not change the content of Annex 1 to the ToR - the Ordering Party's template without the consent of the Employer expressed as part of the explanations provided. In the event of changes causing non-compliance of the content of the offer with the ToR, the offer will be rejected pursuant to art. 89 it. 1 point 2 of the Act - as incompatible with the ToR.
8. The offer must be made in pain of nullity, in electronic form and signed with a qualified electronic signature, by the person (s) authorized to make declarations of will on behalf of the Contractor, in accordance with the form of representation of the Contractor specified in the registration (registration) document, appropriate for the organizational form of the Contractor or proxy - in one of the following sample data formats: .pdf , .doc, .docx. .rtf, .xps, .odt.

*In the case of submitting an offer by Contractors jointly applying for the award of contracts, these Contractors submit one set of documents referred to in point 3, which must be signed in such a way as to legally oblige all Contractors jointly applying for the award of the contract.*

1. Along with the offer, JEDZ and original of the bid bond document should be submitted in electronic form with a qualified electronic signature.
2. The offer together with the documents from item 7 should be compressed into one archive file (ZIP). Maximum file size sent via *Form to submit, change, withdraw the offer or application* is 150 MB.
3. The method of submitting an offer, including encrypting the offer, is described in the User Manual
available on the miniPortal. The public key necessary for the Contractor to encrypt the offer constitutes **Annex 6 to the ToR** and is available to Contractors on the miniPortal.
4. The date of submitting the offer is the date of submitting it to ePUAP.
5. The Contractor may, before the deadline for submitting offers, change or withdraw the offer
via the Form for submitting, changing, withdrawing the offer or application available on ePUAP
and also available on the miniPortal. The method of changing and withdrawing the offer has been described in the User Manual available on the miniPortal.
6. After the deadline for submission of tenders, the Contractor may not effectively change or withdraw the submitted offer.
7. Each Contractor may submit only one, unambiguous offer, in accordance with the subject of the order, within the period specified in chapter XII.
8. The Ordering Party informs that in accordance with art. 8 in conjunction with art. 96 item 3 of the Act, offers submitted in public procurement proceedingsare public and subject to availability from the moment they are opened, with the exception of information constituting trade secrets within the meaning of Art. 11 it. 2 of the Act of 16 April 1993. on combating unfair competition (consolidated text of the Journal of Laws of 2018, item 419 with later as amended), if the Contractor, not later than on the date of submission of tenders, has stipulated that they cannot be made available and has demonstrated that the proprietary information is a business secret. The Contractor may not reserve the information referred to in art. 86 it. 4 of the Act).
9. If the information contained in the offer is a business secret within the meaning of the Act on combating unfair competition, which the Contractor reserves that it cannot be disclosed to other participants in the proceedings, they should be submitted in a separate file with the simultaneous selection of the command "Attachment constituting a secret enterprises ", and then together with files constituting an explicit part compressed into one archive file (ZIP).
10. Lack of clear indication which information constitutes a trade secret will mean that all statements or documents submitted in the course of these proceedings are public without reservations. Disclaimer of information that is not a business secret within the meaning of the Act on combating unfair competition will be treated as ineffective and will result in declassification.
11. According to Article 11 it. 2 of the Act of 16 April 1993. on combating unfair competition by trade secret is understood as technical, technological, organizational enterprise information or other information of economic value, which as a whole or in a particular combination and collection of their elements are not commonly known to persons usually dealing with this type of information or are not easily accessible for such persons, provided that the person authorized to use or dispose of the information has undertaken, with due diligence action to keep it confidential. The contractor, reserving the trade secret, is obliged to attach to the offer a justification regarding the information it reserves in electronic form with a qualified electronic signature.

The justification is to prove that the conditions set out in the above-mentioned provision have been met, i.e. that the proprietary information:

* + 1. is technical, technological or organizational of the enterprise or constitute other information of economic value,
		2. is not generally known to persons usually dealing with this type of information or is not easily accessible to such persons,
		3. measures have been taken against them to keep them confidential.

**XII. Place and deadline for submitting and opening tenders**

1. Offers must be submitted **by 09.07.2020 by 11:00AM**
2. The deadline is considered met if the offer is submitted to ePUAP by its expiry.
3. Offers will be opened **in day 09.07.2020 by 12:00** in the buildingRectorate of the University of Gdańsk, ul. Jana Bażyńskiego 8, 80-309 Gdańsk, room No. 110, first floor.
4. The offers are opened by using the offer encryption application available on the miniPortal and is made by decrypting and opening the offers using the private key.
5. The opening of tenders is public, the Contractor may participate in the opening session.
6. Directly before the opening of tenders, the Ordering Party will state the amount it intends to allocate to finance the contract.
7. Immediately after opening the bids, the Ordering Party will post on the website www.ug.edu.pl, on which the Terms of Reference is available, information on:
8. the amount it intends to allocate on financing the contract;
9. companies and addresses of Contractors who submitted offers on time;
10. price, delivery date, warranty period and terms of payment included in the offers.

**XIII. Description of the method of price calculation**

* 1. The price of the offer must be expressed in Polish zlotys (PLN).
	2. The gross value in PLN from the offer form - Annex 1 to the ToR will be treated as the gross offer price for comparison and examination of offers and will constitute the Contractor's remuneration.
	3. The price offer must contain due VAT in accordance with the Act of 11 March 2004. on tax on goods and services (consolidated text, Journal of Laws of 2020, item 106 as amended), subject to
	point 4 of this chapter, all anticipated costs of complete performance of the subject of the contract must take into account the requirements of the ToR and include all costs to be borne by the Contractor for the due and consistent with the applicable provisions of the subject of the contract. The financial consequences of any errors are borne by the Contractor, who must foresee all circumstances that may affect the price of the contract.
	4. If an offer has been submitted whose selection would result in a tax obligation for the Ordering Party, in accordance with goods and services tax regulations, the Ordering Party,
	in order to evaluate such an offer, shall add the goods and services tax which it would have the obligation to settle in accordance with such regulations to the submitted offer. The Contractor placing such an offer, informs the Ordering Party, whether the selection of the offer will lead to creation at the Ordering Party's the tax obligation, indicating the name (type) of the goods or service, the supply of which or provision will lead to its creation, and indicating their value without the amount of tax.
	5. Contractors are required to round prices to full grosz, i.e. to two decimal places, with tips below 0.5 grosz being omitted, and ends with 0.5 grosz and higher are rounded to 1 grosz.
	6. Settlements between the Ordering Party and the Contractor shall be carried out exclusively in Polish zlotys (PLN).
	7. The Contractor in the offer should offer an unambiguous price. Providing a variant price expressed in the "price range" or containing conditions and reservations will result in rejection of the offer.
	8. The price of the offer is not subject to negotiations or changes.

**XIV.Description of criteria the Ordering Party will be guided by when selecting the offer, along with**

1. When choosing an offer, the Ordering Party will be guided by the following criteria:
2. **(C) Offer price - 60% by weight**

The Ordering Party will make an assessment based on the gross offer price offered by the Contractor in PLN given in the offer form - Annex 1 to the ToR.

Points for criterion "C" will be awarded according to the following formula:

C = (Cn / Cb) x 60

where:

C - the number of points awarded to the evaluated bid under the "C" criterion

Cn - the lowest gross price offered in PLN among the offers not subject to rejection

Cb - gross price in PLN of the evaluated offer

The maximum number of points that an offer can receive for criterion "C" is 60 points.

1. **(T) The term of the contract - 20% by weight**

The Ordering Party will carry out the assessment on the basis of the contract implementation deadline offered by the Contractor indicated in the offer form - Annex 1 to the ToR. The deadline must be expressed in weeks and must be specified in one of the three options (optional) given in the table below.

Failure to select one of the given variants or simultaneous selection of several variants together
in the offer form - Annex 1 will be treated as a non-compliance of the offer with the Terms of Reference and will result in its rejection, pursuant to art. 89 it. 1 point 2 of the Act

Points for criterion "T" will be awarded according to the following formula:

 T = T1 or T2 or T3

 where:

 T - the number of points awarded to the evaluated bid under the "T" criterion

 T1, T2, T3 *-* points for individual order completion dates awarded in accordance with the table below:

|  |  |
| --- | --- |
| **(T) Contract execution deadline** | **Points** |
| T1 - up to 2 weeks | 20 |
| T2 – up to 3 weeks | 10 |
| T3 – up to 6 weeks | 0 |

The maximum number of points that an offer can receive for criterion "T" is 20 points.

1. **(F) Functionality - column holder with rotating spray head in 3D positioning system - 20% by weight**

The Ordering Party will assess on the basis of functionality indicated by the Contractor in Annex 1 to the Terms of Reference for the equipment offered, i.e. having a column holder with a rotating spray head in a 3D positioning system.

The functionality specified by the Ordering Party is not a required (mandatory) parameter. The Contractor may not offer this functionality - it will not result in considering that the offer does not meet the requirements of the Employer and the content of the Terms of Reference, but will only be used to evaluate the offer in accordance with the criterion described in this point. If this functionality is not offered, the offer will receive 0 points in this criterion.

**Attention!** If this functionality is offered, the Contractor in the technical specification of the equipment, indicates that the equipment offered has the functionality indicated by the Contractor - in accordance with the provisions of Chapter VII point 3 of the ToR.

Points for criterion "T" will be awarded according to the following formula:

 F = F1

 where:

 F - the number of points awarded to the evaluated bid under the "F" criterion

 F1 *-* points for offering functionality, i.e. a column holder with a rotating spray head
in a 3D positioning system, awarded in accordance with the following table:

|  |  |
| --- | --- |
| **Description of the technical parameter proposed by the Ordering Party**  | **Number of points** |
| F1 | **Column holder with rotating spray head in 3D positioning system** | offered | 20 |
| not offered | 0 |

The maximum number of points that an offer can receive for criterion "T" is 20 points.

1. The Awarding Entity will consider the most advantageous offer that obtains the highest number of points calculated according to the formula: **P = C + T + F**
2. The Ordering Party will assess submitted bids only on the basis of the above criteria.
3. The maximum number of points that an offer can achieve after calculating the number of points awarded
for the criteria is 100 points.
4. The Ordering Party will apply results rounding to two decimal places.
5. If it is not possible to select the best offer due to the fact that two or more offers will present the same price balance and other criteria for the evaluation of offers, the Ordering Party will select the offer with the lowest price, and if offers have been submitted with the same price, the Employer will call Contractors who submitted these offers to submit additional offers within the time limit specified by the Ordering party - art. 91 item.4 of the Law.

**XV. Selection of the best offer and information on the result of the procedure**

1. The evaluation, comparison and selection of the best bid will be carried out by a tender committee appointed by the Ordering party. The assessment will be made on the basis of tender evaluation criteria set out in Chapter XIV.
2. The Ordering Party will award the contract to the Contractor who is not subject to exclusion from the award procedure,
whose offer is not subject to rejection and has been assessed as the most advantageous
based on the given criteria for the evaluation of the offers.
3. In the course of studying and evaluating a Bid, the Ordering Party may demand that the Bidder explain the content of the issued Bid. It is unacceptable to conduct negotiations between the Ordering Party and the Contractor regarding the submitted offer and, subject to point 4, to make any change in its content
 (art. 87 item 1 of the Act).
4. The Ordering Party corrects - without delay notifying the Contractor whose offer has been corrected, obvious typing and calculation errors in accordance with art. 87 item 2 of the Act according to the following rules:
5. obvious typing mistake - an indisputable, unmistakable mistake regarding words, e.g.
6. visible misspelling of the word,
7. obvious grammatical error,
8. unintentionally leaving a word or part of a word,
9. obvious factual error, e.g. November 31,
10. discrepancy between the price and the number entered in words. In the event of a discrepancy, the Ordering Party will accept the price as the number entered, taking into account the price calculation method described in the ToR and the fact that the amount expressed in words appears at the end of this process.
11. obvious calculation error, including accounting consequences of corrections made - error regarding arithmetic operations on numbers, e.g .:
12. incorrect calculation of the VAT rate correctly provided in the offer,
13. Incorrect addition of the net value and the amount of the goods and services tax in the offer,
14. erroneous result of mathematical operation resulting from addition, subtraction, multiplication
and division.
15. other errors, consisting in the offer being incompatible with the ToR, not causing significant changes in the content of the offer.
16. If the price offered, or its significant components, seem abnormally low in relation to the subject of the contract and raise doubts of the Ordering Party as to the possibility of performing the object of the contract in accordance with the requirements set out by the Ordering Party or resulting from separate provisions (art. 90 item. 1 of the Act) and in situations described in art. 90 item. 1a of the Act, the Ordering Party will take the actions referred to in the above regulations.
17. The obligation to demonstrate that the offer does not contain an abnormally low price rests with the Contractor in accordance with art. 90 item. 2 of the Act.
18. The Ordering party rejects the Contractor's offer if at least one of the conditions specified in art. 89 it. 1 of the Act, including the Contractor's offer if he did not provide explanations or if the assessment of explanations together with the submitted evidence confirms that the offer contains an abnormally low price in relation to the subject of the order - art. 90 item 3 of the Act.
19. The contracting authority annuls the public procurement procedure in the cases described in art. 93 of the Act.
20. The Ordering Party shall immediately inform all Contractors of the outcome of the procedure by posting
it on the website, in accordance with art. 92 of the Act.

**XVI. Provisions related to signing the public procurement contract
and information about formalities that should be completed after selecting the offer in order to conclude the public procurement contract**

1. The Ordering Party informs the Contractors of the draft contract – Attn. 5 to the ToR.
2. The contract will be concluded with the selected Contractor in writing, within a period of not less than **10 days** from the day of sending the notification about the selection of the best offer, subject to art. 94 it. 2 point 1 let. a) of the Act.
3. The place of conclusion of the contract is the seat of the Ordering Party. The contract will be sent to the Contractor's signature (by courier) or presented for signature at the Ordering Party's headquarters depending on the arrangements made by the parties.
4. The Contractor is obliged to sign the contract within the time limit set by the Employer and to immediately send it by courier to the Ordering Party (to the address of the Public Procurement Department of the University of Gdańsk, 80-309 Gdańsk, ul. Jana Bażyński 8), however not later than within 5 days from the day of its receipt.
5. The public procurement contract may also be concluded after the bid validity period has expired if the Ordering Party provided the Contractors with information on the selection of the bid before the bid validity period expires, and the Contractor has agreed to conclude the contract on the conditions set out in the offer.
6. If the Contractor referred to in Chapter II, point 3, evades concluding the contract, the Ordering Party will examine whether it is not subject to exclusion and whether it meets the conditions for participation in the proceedings, the Contractor who submitted the highest-rated offer among the remaining offers.
7. By the day the contract is signed, the Contractor is required to provide a copy of the contract regulating the cooperation of Contractors jointly applying for the award of the public contract - art. 23 it. 4 of the Law.
8. Changes to the provisions of the concluded contract and the conditions for their introduction to the contract are described in § 10 of the draft contract – **Attn. 5 to the ToR**.
9. The Ordering Party, in addition to other cases specified in generally applicable provisions
and in particular in the Civil Code, may withdraw from the contract in accordance with the provisions of § 11 of the draft contract – **Attn. 5 to the ToR.**
10. The Ordering Party pursuant to art. 145a of the Act may terminate the contract in accordance with the provisions of § 12 of the draft contract – **Attn. 5 to the ToR**.

**XVII. Requirements for securing due performance of the contract**

The Ordering Party does not require any security on due performance of the contract.

**XVIII. Subcontractors**

1. The Ordering Party allows the use of subcontractors' services.
2. The Ordering Party requests the Contractor to indicate the part of the contract which it intends to entrust to subcontractors and to give names of such subcontractors.
3. The contractor who intends to entrust the performance of part of the contract to subcontractors in order to demonstrate the absence of grounds for exclusion from participation in the procedure submits JEDZ declarations regarding subcontractors (Chapter VII, point 1).
4. Entrusting the performance of a part of the contract to subcontractors does not exempt the contractor from liability for the proper performance of this contract.
5. The Contractor shall be liable for the acts or omissions of subcontractors asfor their own acts or omissions.
6. The Subcontract must be in writing for a fee, and must specify what proportion of the contract will be performed by the Subcontractor.
7. The date of payment of the Subcontractor's remuneration provided for in the subcontracts may not be longer than 30 days from the date of delivery of the invoice or invoice to the Contractor, confirming the performance of the tasks entrusted to the Subcontractor.
8. The introduction of a subcontractor, in a situation where the Contractor has declared in the offer to perform the contract on its own, or change part of the contract entrusted to subcontractors compared to the one indicated in the offer or change the subcontractor, under the principles set out in § 10 of the draft contract, will be possible if the Contractor notifies this fact of the Employer, indicating the reason, the subcontractor's company and part of the subcontracting, which requires prior approval of the Employer.
9. The introduction or change of a subcontractor may not violate the provisions of the ToR and the contract on the basis of which the Contractor's offer was selected.

**XIX. Information on anticipated orders referred to in art. 67 section 1 item 7 of the Act**

The Ordering Party does not provide for the possibility of awarding contracts referred to in art. Art. 67 item 1 point 7 of the Act

**XX. Additional information**

1. Tenders for the partial scope will not be accepted by the Ordering Party.
2. The Ordering Party does not allow variants to be submitted. If the offer contains proposals for alternative or variant solutions - the offer will be rejected.
3. The Ordering Party does not intend to conclude a framework agreement or to establish a dynamic purchasing system.
4. The Ordering Party does not intend to select the best bid using an electronic auction.
5. The Ordering Party does not allow variants to be submitted.
6. The Ordering Party does not intend to grant an advance within the meaning of the provision of art. 151a of the PPL.
7. The costs of developing and sending the offer and participating in the tender shall be borne solely by the Contractor.
8. The Ordering Party provides the Terms of Reference on the website www.ug.edu.pl from the date of publication in the Official Journal of the European Union until the deadline for submitting offers.
9. The Ordering Party may, in particularly justified cases, change the content of the ToR before the deadline for submission of tenders. The Ordering Party shall make the change made available on the website.
10. If the change in the content of the ToR leads to a change in the content of the contract notice, the Employer shall provide the Publications Office of the European Union with an announcement of additional information, information about an incomplete procedure or correction, by electronic means, in accordance with the form and procedures indicated on the website specified in the Directive.
11. If, as a result of an amendment to the content of the Tender Specifications not resulting in an amendment to the content of the contract notice, additional time is needed to make changes in tenders, the Contracting Entity will extend the deadline for submitting tenders and will inform about it those Economic Operators to whom the Tender Specifications were sent, and will publish the information on the website. 38 it. 6 of the Act.
12. According to the provision of art. 8 of the Act and the regulation of the Act on access to public information, the public procurement procedure is public. The contracting authority may limit access to information related to the proceedings only in the cases specified in the Act.
13. Information clause concerning personal data :
14. According to Article 13 it. 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 processing of personal data
and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU EU, L 119 of 4 May 2016, p. 1), hereinafter referred to as "GDPR", the Ordering Party informs that:
15. The administrator of your personal data is the University of Gdańsk, 80-309 Gdańsk,
ul. Jana Bażyńskiego 8, hereinafter referred to as the Ordering Party.
16. The personal data administrator has appointed a data protection officer who can be contacted on the telephone number (58) 523 24 59 or e-mail address: poin@ug.edu.pl.
17. Your personal data will be processed in order to:
* pursuant to article 6 it. 1 let. c)GDPR for the purpose related to this procedure for the award of a public contract conducted in an open tender,
* pursuant to article 6 it. 1 lit. b)GDPR - after selecting the best offer - to perform the contract concluded as a result of the settlement of the abovementioned proceedings to which the data subject is a party or to take action at the request of the data subject before the conclusion of the contract.
1. Recipients of your personal data will include persons or entities to whom the documentation of the procurement procedure will be made available pursuant to art. 8 and art. 96 it. 3 of the act of 29 January 2004 – Public procurement law (J. of Laws of 2018 item 1986), hereinafter the "PPL Act" and based on the provisions of Art. 8, 10 and 11 of the Act of 6 September 2001 on access to public
information (i.e. Journal of Laws of 2016, item 1764, as amended)
2. Your personal data will be stored for the period necessary to achieve the purposes indicated in let c), as well as the archiving obligation arising from legal provisions.
3. The obligation for you to provide personal data directly related to you is a statutory requirement set out in the provisions of the Public Procurement Law together with implementing provisions,
including the Regulation of the Minister of Development of 26 July 2016. on the types of documents that the contracting authority may request from the contractor in the contract award procedure (Journal of Laws of 2016, item 1126, as amended) related to participation in a public procurement procedure and conclusion of a public procurement contract; the consequences of not providing specific data result from the Public Procurement Law \*.
4. decisions relating to your personal data will not be taken in an automated manner, pursuant to art. 22 of GDPR;
5. you have a right to:
* pursuant to article 15 of GDPR: right of access by the data subject;
* pursuant to article 16 of GDPR: right to correct data \*\*;
* pursuant to article 18 of GDPR: right to restriction of processing, except for cases referred to in art. 18 it. 2 of GDPR \*\*\*;
* the right to lodge a complaint to the President of Office of Personal Data Protection when You consider that personal data processing of You infringes the GDPR provisions;
1. you are not entitled to the following:
* in accordance with art. 17 it. (3) (b), (d), or (e) of GDPR: the right to erasure;
* the right to transfer personal data as referred to in Art. 20 of GDPR;
* pursuant to article 21 of GDPR/RODO, the right to object to the processing of personal data, since the legal basis for the processing of your personal data is provided under Art. 6 it. 1 letters (b) and (c) of GDPR

***\*Explanation:*** *concerns the collection of personal data from the data subject.*

***\*\* Explanation:*** *exercising the right to rectify must not result in a change in the result of the public procurement award procedure or a change in the provisions of the contract to an extent incompatible with the Public Procurement Law, and may not violate the integrity of the protocol and its annexes.*

***\*\*\* Explanation:*** the *right to limit processing does not apply to storage, to ensure the use of legal remedies or to protect the rights of another natural or legal person, or for important reasons of public interest of the European Union or the Member State in question.*

1. If the Contractor needs to process personal data whose administrator is the Ordering Party in connection with the performance of this contract, the Contractor will be obliged, at the request of the Ordering Party, to conclude a contract entrusting the processing of personal data within the meaning of art. 28 of the Regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 on *protection of natural persons in connection with processing personal data and on free flow of such data and repealing the directive 95/46/CE (general regulation on data protection)*  before making the personal data processing.

**XXI. Remedies**

1. Contractors during the proceedings are entitled to legal protection measures listed in Section VI of the Act
 (art. 179-198).
2. Appeal is possible only against an action by the Ordering Party which is contrary to the provisions of the Law, taken
in the scope of the contract award procedure or the omission of actions which the Ordering Party is obliged to perform according to the Law.
3. The appeal should indicate the actions or omissions of the Ordering Party, which are allegedly contrary to the legislative provisions, contain a brief presentation of the allegations, specify the demands
and indicate the factual and legal circumstances justifying submission of the appeal.
4. The appeal shall be lodged with the President of the Chamber in writing in paper form or in electronic form, bearing a personal signature or a qualified electronic signature, respectively.
5. The appealing party shall deliver a copy of the appeal to the Ordering Party before the expiry of the appeal
deadline in a manner which allows the Ordering Party to become familiar with its content prior to said deadline. It is presumed that the Ordering Party could read the appeal before the deadline for submitting it, if the copy was sent before the deadline for lodging it by means of electronic communication.
6. The contractor may appeal within the time limits specified in art. 182 of the Act.

**XXII. Annexes to the ToR**

Appendix 1: The Tender form

Appendix No. 1a -Description of the Subject of the Order.

Annex 2 - JEDZ declaration

Annex No. 3 - declaration on the absence of grounds for exclusion under Article 24 item 1 point 23

Annex No. 4 (A-E) - declaration on the absence of grounds for exclusion under Article 24

Annex 5 - draft contract

Annex 6 - public key necessary to encrypt the offer

Annex 7 - acceptance report (sample)