



Łukasiewicz

PORT

Polish Center
for Technology
Development

TERMS OF REFERENCE (TOR)

in the public procurement procedure conducted on a regular basis without negotiations, with a value lower than the EU thresholds, referred to in art. 3 of the Act of September 11, 2019, Public Procurement Law (Journal of Laws of 2019, item 2019), hereinafter referred to as „PPL”, the object of which consists in:

„Expert opinion (gap analysis) of BSL-3 laboratory in Łukasiewicz – PORT”

Case no.: PO.271.23.2021

APPROVED BY:

July 2021



Inwestycja pn.: "Laboratorium Szybkiego Reagowania Epidemiologicznego
- odtworzenie laboratorium BSL-3" dofinansowana przez Prezesa Centrum w formie
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Łukasiewicz Research Network – PORT Polish Centre for Technology Development
54-066 Wrocław, ul. Stabłowicka 147, Tel: +48 71 734 77 77, Fax: +48 71 720 16 00
E-mail: biuro@port.lukasiewicz.gov.pl | Taxpayer Identification No. (NIP): 894 314 05
23, National Business Registry No. (REGON): 386585168
District Court for Wrocław - Fabryczna in Wrocław, VI Commercial Division of the National
Court Register,
National Court Register No. (KRS): 0000850580



1. Name and address of the Contracting Party.

- 1.1. Łukasiewicz Research Network – PORT Polish Center for Technology Development, Stabłowicka Street 147, 54-066 Wrocław
- 1.2. phone +48 71 734 77 77
- 1.3. Address of the website on which the proceedings are conducted and on which all the documents related to the procedure will be available (in Polish and English languages): <https://platformazakupowa.pl/pn/port>
- 1.4. Address of electronic mail:
marzena.krzyminska@port.lukasiewicz.gov.pl
- 1.5. Office hours: business days, from Monday to Friday, from 7 a.m. to 3 p.m., except public holidays.

2. Contract award procedure.

- 2.1. This procedure is conducted on a regular basis referred to in art. 275 clause 1 PPL and in accordance with the provisions of these Terms of Reference, hereinafter referred to "ToR".
- 2.2. The Contracting Party does not provide for the selection of the most advantageous tender and the possibility of conducting negotiations.
- 2.3. The estimated value of the contract in question shall not exceed the EU thresholds referred to in art. 3 of the PPL Act.
- 2.4. Pursuant to art. 310 clause 1 of the PPL Act, the Contracting Party provides for a possibility of cancellation of the contract in question, if public funds that the Contracting Party intended to allocate for the financing of the entirety or part of the contract have not been granted to the Contracting Party.
- 2.5. The Contracting Party does not provide for an electronic auction.
- 2.6. The Contracting Party does not provide for submitting a tender in the form of electronic catalogues or attaching electronic catalogues to the tender.
- 2.7. The Contracting Party does not admit submission of variant tenders.
- 2.8. The Contracting Party does not conduct the procedure for the purpose of concluding the framework agreement.
- 2.9. The Contracting Party does not reserve the possibility of competing for the contract to be awarded only to the Contractors referred to in art. 94 PZP.
- 2.10. The Contracting Party does not provide for the requirement to employ on the basis of the employment contract in accordance with art. 95 par. 1 PPL.



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3. Description of the object of the contract.

- 3.1. The object of the contract consists in the performance of gap analysis, which aims to identify inconsistencies between the current state of the BSL-3 laboratories at ŁUKASIEWICZ - PORT and existing standards and best practices for the architecture and engineering of biosafety level 3 laboratories. Furthermore, the possibility of upgrading and adapting the premises to BSL-3 standard will be analysed and the costs of such adaptation estimated.
- 3.2. The detailed scope of the object of the contract, including the requirements of the Contracting Party as regards the object of the contract is specified in appendix no. 2 to ToR – Description of the object of the contract, and in appendix no. 3 to ToR – template of the agreement.
- 3.4. Name and code according to Common Procurement Vocabulary (CPV):
71242000-6 Project and design preparation, estimation of costs,
71241000-9 Feasibility study, advisory service, analysis.
- 3.5. The Contracting Party does not provide for awarding contracts referred to in art. 214 par. 1 clauses 7 and 8 of the PPL Act.
- 3.6. The Contracting Party does not provide for submitting partial tenders.

3.7. Information on the objective evidence.

- 1) The Contracting Party requests submission of objective evidence together with the tender, to confirm the tender criteria referred to in clause 16.2 section 2) ToR.
- 2) The objective evidence should be submitted in form of:
 - a certificate confirming knowledge and experience in the field of biosafety, issued by an independent institution located in a Member State of the European Union, or belonging to the European Free Trade Association, Great Britain, the USA or Canada (for example, Registered Biosafety Professional or Certified Biological Safety Professional issued by the Association for Biosafety and Biosecurity International) for the Expert specified in the "List of Persons" directed by the Contractor to perform the object of the contract (performance of gap analysis).
- 3) Pursuant to art. 107 par. 3 of the PPL Act, the Contracting Party will not request the submission or supplementation of objective evidence to confirm tender's evaluation criteria, if the Contractor does not attach them to the tender.
- 4) The technical requirements for electronic documents containing the objective evidence are set out in the Regulation of the Prime Minister of December 30, 2020 on the method of preparing and submitting information and technical requirements for electronic documents and electronic means of communication in the public procurement award procedure or a competition (Journal of Laws of 2020, item 2452).

4. Contract completion date.



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The contract shall be completed within 8 weeks from the date of conclusion of the agreement.

5. Conditions for participation in the procedure and grounds for exclusion from the procedure.

5.1. Contractors who are not subject to exclusion on the terms set out in clause 6 of ToR, and meet the conditions for participation in the procedure specified by the Contracting Party may apply for the award of the contract.

5.2. Contractors who meet the following conditions may apply for the award of the contract:

1) the ability to trade:

The Contracting Party does not impose conditions in this scope.

2) the right to conduct specific business or professional activity, as long as it results from separate provisions:

The Contracting Party does not impose conditions in this scope.

3) economic or financial situation:

The Contracting Party does not impose conditions in this scope.

4) technical or professional ability:

The Contractor meets the condition if they demonstrate that:

a) they have at least 2 (two) Experts directed by the Contractor to perform the public contract, responsible in particular for the provision of services, each having minimum 5 years of experience in the implementation of functional commissioning of BSL-3, ABSL-3, BSL-4 or ABSL-4 laboratories in the scope of at least one of the stages: 1) planning, 2) design or project evaluation, 3) supervision of the execution of construction works in at least three different laboratories (in three different organizations or units).

Note: The Contracting Party requires Experts to have experience covering all stages of laboratory implementation: (1) planning, 2) design or project evaluation and 3) supervision of construction works.

b) in the last 15 years, or during the period of business activity, whichever is shorter, they have duly executed at least:

- 3 (three) services in the scope of preparing expertise, analyses, or guidelines to plan, design or evaluate projects or supervision of construction works (including 2 services completed with the launch of BSL-3, ABSL-3, BSL-4 or ABSL-4) laboratories, and
- 3 (three) services in the scope of cost estimate or estimation of the planned costs of construction works related to the construction or adaptation of laboratories to the applicable requirements or laws.



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- 5.3. In the case of Contractors jointly applying for the contract, the Contracting Party allows the condition of technical or professional ability to be fulfilled jointly by the Contractors.
- 5.4. The Contracting Party may at any stage of the procedure consider that the Contractor does not have the required skills, if the Contractor has conflicting interests, in particular involvement of Contractor's technical or professional resources in other economic undertakings of the Contractor which may have a negative impact on the performance of the contract.

6. Grounds for exclusion from the procedure.

- 6.1. Contractors are excluded from tendering for the contract award if in relation to them any of the following circumstances apply: :

circumstances specified in art. 108 par. 1 of the PPL Act, i.e.:

- 1) being a natural person legally convicted of an offence:
 - a) participation in an organized criminal group or association aimed at committing a crime or a fiscal offence referred to in art. 258 of the Criminal Code,
 - b) human trafficking referred to in art. 189a of the Criminal Code,
 - c) referred to in art. 228-230a, art. 250a of the Criminal Code or in art. 46 or art. 48 of the Sport Act of June 25, 2010,
 - d) financing of a terrorist offence referred to in art. 165a of the Criminal Code, or the offense of frustrating or obstructing the determination of the criminal origin of money or concealing its origin, referred to in art. 299 of the Criminal Code,
 - e) of a terrorist nature, referred to in art. 115 § 20 of the Criminal Code, or aimed at committing this offence,
 - f) entrusting the performance of work to a minor foreigner referred to in art. 9 par. 2 of the Act of 15 June 2012 on the results of entrusting work to foreigners residing illegally in the territory of the Republic of Poland (Journal of Laws, item 769),
 - g) against the economic turnover referred to in art. 296-307 of the Criminal Code, the offence of fraud referred to in art. 286 of the Criminal Code, the offence against the credibility of the documents referred to in art. 270-277d of the Criminal Code, or a tax offence,
 - h) referred to in art. 9 par. 1 and 3 or art. 10 of the Act of 15 June 2012 on the results of entrusting work to foreigners residing illegally in the territory of the Republic of Poland
- or for a relevant prohibited act specified in the provisions of a foreign law;



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- 2) if an incumbent member of its 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 a proxy has been legally convicted of an offence referred to in clause 1;
- 3) for whom a final court judgment or a final administrative decision has been issued concerning arrears in the payment of taxes, fees or social or health insurance contributions, unless the Contractor prior to the deadline for submitting applications for admission to participate in the procedure or prior to the deadline for submission of tenders, paid due taxes, fees or social security or health insurance contributions including interest or fines, or has entered into a binding agreement to repay these charges;
- 4) who has been legally prohibited from competing for public contracts;
- 5) if the Contracting Party can conclude, on the basis of credible premises, that the Contractor has concluded an agreement with other Contractors aimed at distorting competition, in particular if, while belonging to the same capital group, within the meaning of the Act of February 16, 2007 on competition and consumer protection, they have submitted separate tenders, partial tenders or requests to be admitted to participate in the procedure, unless they can demonstrate that they have prepared these tenders or requests independently of each other;
- 6) if, in the cases referred to in art. 85 par. 1, there has been a distortion of competition resulting from the prior involvement of a Contractor or entity belonging with the Contractor to the same capital group within the meaning of the Act of February 16, 2007 on competition and consumer protection, unless the resulting distortion of competition can be eliminated otherwise than by excluding the Contractor from participation in the contract award procedure;

Or circumstances specified in art. 109 par. 1 clause 4 of the PPL Act, i.e.:

in relation to the Contractor, for whom liquidation has been opened, bankruptcy has been declared, the assets of whom are managed by a liquidator or a court, the Contractor has entered an arrangement with creditors, the Contractor's business activity is suspended or they are in another situation of this type resulting from a similar procedure provided for in the provisions of the place where this procedure is initiated.

6.2. The Contractor shall be excluded in accordance with art. 111 of the PPL Act.

7. Declarations and documents to be provided by the Contractors to confirm eligibility to participate in the procedure and to confirm no grounds for exclusion (subjective evidence).



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7.1. The Contractor shall be obliged to attach the following documents valid on the date of tender submission:

- 1) Statement of no grounds for exclusion from the procedure and compliance with the participation in the procedure - Appendices 4 and 5 to ToR,
- 2) a list of persons referred by the Contractor to perform the public contract, in particular responsible for the provision of services, along with the information on their professional qualifications, experience necessary to perform the public contract, as well as the scope of activities performed by them, and the information on the basis for disposing of these persons - Appendix 9 to ToR

7.2. The information contained in the statements referred to in clause 7.1.1 is a preliminary confirmation that the Contractor is not subject to exclusion and meets the conditions for participation in the procedure.

7.3. The Contracting Party requests the Contractor whose tender received the highest scores to submit, within the prescribed period, not shorter than 5 calendar days from the date of the request, the subjective evidence, if submission of thereof has been requested in the procurement notice or procurement documents, valid as at the date of submission of the subjective evidence.

7.4. Subjective evidence required from the Contractor include:

- 1) the list of services performed in the last 15 years, or during the period of business activity, whichever is shorter, along with the specification of their object, dates of performance and entities for which the services were performed, and attaching the evidence specifying whether these services have been performed properly, whereas the evidence in question include references or other documents drawn up by the entity for which the services were performed, and if the Contractor is unable to obtain these documents for reasons beyond its control – the Contractor's declaration – Appendix no. 10 to ToR
- 2) an excerpt or information from the National Court Register or from the Central Register and Information on Economic Activity, within the scope of art. 109 par. 1 clause 4 of the Public Procurement Law, drawn up not earlier than 3 months before its submission, if separate provisions require an entry in the register or records;
- 3) the Contractor's declaration in the scope of art. 108 par. 1 clause 5 of the Public Procurement Law, on not being the member of the same capital group within the meaning of the Act of February 16, 2007 on competition and consumer protection (Journal of Laws of 2020, items 1076 and 1086) with another Contractor who submitted a separate tender, or a declaration of belonging to the same capital group, including documents or information confirming the preparation of the tender, regardless of another Contractor being the member of the same capital group - the template of the declaration is attached as Appendix no. 6 to ToR.
- 4) the Contractor's declaration on the validity of the information included in the declaration referred to in art. 125 par. 1 of the Act, with regard



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to the grounds for exclusion referred to in art. 108 par. 1 items 3-6 of the PPL Act - the template of the declaration is attached as Appendix no. 7 to ToR.

- 7.5. If the Contractor has their registered office or place of residence outside the territory of the Republic of Poland, instead of the document referred to in clause 7.4 sub-clause 2), they submit a document or documents issued in the country where the Contractor has their registered office or place of residence, confirming accordingly that the entity is not under the liquidation process nor bankruptcy has been declared. The document should have been issued within 3 months prior to submission.
- 7.6. If in the country where the Contractor has their registered office or place of residence, the documents referred to in clause 7.4 sub-clause 2) are not issued, they shall be replaced in whole or in part with a document containing, the Contractor's statement, indicating the person or persons authorized to represent the Contractor, submitted before a notary public or a judicial, administrative or professional or local government body appropriate for Contractor's registered office or place of residence.
- 7.7. The Contracting Party does not call for the submission of subjective evidence, if it can obtain it using free and generally available databases, in particular public registers within the meaning of the Act of February 17, 2005 on the computerization of the activities of entities performing public tasks, provided that the Contractor makes available data enabling access to these subjective evidence in the declaration, referred to in art. 125 sec. 1 of the PPL Act.
- 7.8. The Contractor is not obliged to submit the subjective evidence that the Contracting Party possesses, if the Contractor indicates this evidence and confirms its correctness and validity.
- 7.9. To the extent not regulated by the PPL Act or these ToR, the provisions of the Regulation of the Minister of Labour and Technology of December 23, 2020 on subjective evidence and other documents or statements that may be requested by the Contracting Party from the Contractor, and of the Regulation of the Prime Minister of December 30, 2020 on the method of preparing and providing information and technical requirements for electronic documents and electronic means of communication in a public procurement procedure or a competition shall apply to declarations and documents submitted by the Contractor in the procedure.

8. Relying on the resources of other entities.

- 8.1. In order to confirm compliance with the conditions for participation, the Contractor may rely on the technical or professional capabilities of entities providing the resources, regardless of the legal nature of their legal relations.
- 8.2. With regard to the conditions relating to professional qualifications or experience, Contractors may rely on the capabilities of entities providing resources if those entities provide the services for which these



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capabilities are required. The Contractor may not rely on the resources of entities providing resources to confirm compliance with the conditions for participation in the procedure in relation to the key parts of the contract.

- 8.3. The Contractor who relies on the capabilities or situation of entities providing resources, submits, together with the tender, the commitment of the entity providing the resources to provide it with the necessary resources for the implementation of a given contract or another subjective evidence confirming that the Contractor will have the necessary resources while performing the contract. The template of the declaration is attached as Appendix no. 8 to ToR.
- 8.4. The Contracting Party will assess whether the technical or professional resources made available to the Contractor by the entities providing those resources allow to demonstrate that the Contractor meets conditions for participation in the procurement procedure. The Contracting Party will also examine in the same way as in relation to the Contractor, whether there are any grounds for exclusion of subcontracted entities.
- 8.5. If the technical or professional capabilities of the entity providing resources do not confirm that the Contractor can meet the conditions for participation in the procedure or there are grounds for exclusion in relation to this entity, the Contracting Party shall request that the Contractor replace this entity with another entity or entities within the time limit specified by the Contracting Party or demonstrate that they can independently meet the conditions for participation in the procedure.
- 8.6. **NOTE:** The Contractor may not, after the deadline for submission of tenders, rely on the capabilities or situation of entities providing resources, if at the stage of submitting tenders it did not rely in a given scope on the capabilities or situation of entities providing resources.
- 8.7. In the case of relying on the capabilities or situation of entities providing resources, the Contractor also presents, along with the statements referred to in clause 7.1. ToR, a declaration of the entities providing resources, confirming the lack of grounds for excluding these entities and meeting the conditions for participation in the procedure, respectively, to the extent to which the Contractor relies on the entities' resources, in accordance with the catalogue of documents specified in clause 7 ToR.

9. Information for Contractors jointly competing for the contract award (consortia).

- 9.1. Contractors may jointly apply for a public procurement contract. In such event, Contractors appoint an attorney to represent them in the public procurement procedure or to represent and sign a public procurement contract. The power of attorney should be attached to the tender.
- 9.2. In the case of Contractors jointly competing for the award of the contract, the statements referred to in clause 7.1.1) ToR, are submitted by each



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of the Contractors. These declarations confirm the lack of grounds for exclusion and the fulfilment of the conditions for participation in the scope in which each of the Contractors demonstrates compliance with the conditions for participation in the procedure.

- 9.3. Contractors jointly competing for the award of the contract shall attach a statement to the tender showing which services will be performed by individual Contractors.

10. Method of communication and explanations of the content of ToR

- 10.1. Communication in the contract award procedure, including the submission of tenders, requests to participate in the procedure, exchange of information and the transmission of documents or statements between the Contracting Party and the Contractor, taking into account the exceptions specified in the PPL Act, shall be carried out using means of electronic communication as defined in the Act of July 18, 2002 on the provision of electronic services (Journal of Laws of 2019, items 123 and 730).
- 10.2. The tender, the statements referred to in art. 125 par. 1 of the Public Procurement Law Act, subjective evidence, objective evidence, powers of attorney, the commitment of the entity providing resources shall be prepared in electronic form, in generally available data formats, such as .txt, .rtf, .pdf, .doc, .docx, .odt. **The tender, as well as the statements referred to in clause 7.1.1) ToR are submitted, under pain of nullity, in the electronic form (i.e. with qualified electronic signature) or in the electronic format with trusted electronic signature or certified personal electronic signature.**
- 10.3. Qualified electronic signatures used to sign all files must meet requirements of "Regulation (EU) No. 910/2014 of the European Parliament and of the Council of July 23, 2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS)".
- 10.4. In the case of using the external XAdES signature format, the Contracting Party requires the attachment of an appropriate number of files, i.e. signed data files and signature files in the XAdES format.
- 10.5. The Contractor's communication with the Contracting Party as well as the transmission of information, statements, applications, notifications and documents will be carried out by means of electronic communication. Communication between the Contracting Party and Contractors, including all statements, applications, notifications and information, are provided in the electronic form via the Platform and the "Send a message" form, available (in Polish and English languages) at <https://platformazakupowa.pl/pn/port> or the Contracting Party's e-mail indicated in clause 10.6 ToR.



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10.6. Persons authorised by the Contracting Party to contact Contractors as regards tender documentation: Ms Marzena Krzyminska: marzena.krzyminska@port.lukasiewicz.gov.pl.

10.7. The Contractor, as a professional entity, is obliged to check announcements and messages sent by the Contractor directly on platformazakupowa.pl, because the notification system may break down or the message may go to the SPAM folder.

10.8. The Contracting Party, in accordance with the Regulation of the Prime Minister of December 31, 2020 on the method of preparing and submitting information and technical requirements for electronic documents and electronic means of communication in the public procurement procedure or the competition (Journal of Laws of 2020, item 2452), specifies the necessary requirements related to hardware and applications to enable work on platformazakupowa.pl, i.e.:

- 1) regular access to the Internet with guaranteed capacity of at least 512 kb/s,
- 2) PC or MAC with the following configuration: memory min. 2 GB Ram, Intel IV 2 GHZ processor or faster, one of the following operating systems - MS Windows 7, Mac Os x 10 4, Linux, or higher,
- 3) any web browser, in the case of Internet Explorer at least version 10.0,
- 4) JavaScript enabled,
- 5) Adobe Acrobat Reader or any other program that supports the .pdf file format installed,
- 6) Encryption on platformazakupowa.pl is performed using the TLS 1.3 protocol.
- 7) The indication of the time of data receipt by the purchasing platform is the date and the exact time (hh:mm:ss) generated according to local time of the server synchronised with the clock of the Central Office of Measures.
- 8) The maximum size of one file sent via dedicated forms for: submission, modification, withdrawal of the tender is 150 MB, while for communication the maximum file size is 500 MB.

10.9. By joining this public procurement procedure, the Contractor:

- 1) accepts the terms of use of platformazakupowa.pl set out in the Regulations on the website under the link in the "Regulations" tab and considers it binding,
- 2) has read and applies the Tender Submission Instruction available at <https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4sIS4t76lZVKPbkyD/view> (English version: https://drive.google.com/file/d/18h2aaAIqI9ZC5g_BvPdQxokWNgMG6hr3/view)

10.10. **The Contracting Party is not responsible for a tender submitted in a manner, which is incompatible with the platformazakupowa.pl Instructions**, in particular for the situation when the Contracting Party becomes familiar with the content of the tender before submission deadline for tenders (e.g. submitting the tender in the "Send a message to the Contracting party" tab).



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Such tender will be considered a commercial offer by the Contracting Party and will not be taken into account in the present procurement procedure because the obligation imposed by Art. 221 of the Public Procurement Law will not have been met.

- 10.11. The Contracting Party confirms that instructions for platformazakupowa.pl, in particular concerning logging in, submitting requests for clarification of the ToR content, submission of tenders and other activities undertaken in this procedure using platformazakupowa.pl, can be found in the "Instructions for Contractors" tab on the website at: <https://platformazakupowa.pl/strona/45-instrukcje> (available in Polish and English languages).
- 10.12. In correspondence by e-mail to the Contracting Party, Contractors should use the case number of the public procurement procedure in question. Any notifications, statements, requests and the information provided by e-mail require, at the request of each party, immediate confirmation of their receipt. If receipt of e-mail correspondence is not confirmed, the report confirming the sending of the e-mail is considered a confirmation of delivery.
- 10.13. The Contractor may request the Contracting Party to clarify the content of ToR.
- 10.14. The Contracting Party is obliged to provide explanations immediately and no later than 2 calendar days before the deadline for submitting tenders, provided that the request for clarification of the ToR content was received no later than 4 calendar days before the deadline for tender submission.
- 10.15. If the Contracting Party does not provide explanations within the time limit referred to in clause 10.14, it must extend the deadline for submitting tenders by the time necessary for all interested Contractors to familiarise themselves with the explanations necessary for the proper preparation and submission of tenders. In the event that the request for clarification of the content of ToR has not been received within the time limit referred to in clause 10.14, the Contracting Party is not obliged to provide explanations to ToR or to extend the deadline for submission of tenders.
- 10.16. Extension of the deadline for submitting tenders referred to in clause 10.15, does not affect the deadline for submitting an application for clarification of the content of ToR.
- 10.17. The Contracting Party will provide the content of inquiries with explanation on the Platform of the public procurement procedure under the link <https://platformazakupowa.pl/pn/port>, without disclosing the source of the inquiry.
- 10.18. The Contracting Party does not provide for convening a meeting of Contractors.



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11. Description of the method of preparing tenders and formal requirements related to submitted declarations and documents

- 11.1. The Contractor may submit only one tender. If the Contractor submits more than one tender, all its tenders will be rejected.
- 11.2. The procedure is conducted in Polish and in English. The Contracting Party agrees to submit the tender and other documents in Polish or in English. Documents drawn up in a foreign language (apart from English) are to be submitted together with their translation into Polish.
- 11.3. The content of the tender must correspond to the content of ToR.
- 11.4. The tender must be signed by persons authorized to represent the Contractor (or Contractors jointly competing for the contract award).
- 11.5. Persons authorised to sign the tender must be documented in the relevant business registration documents. If authorisation does not result directly from the legal status within the Contractor's registered business, then a power of attorney must be attached.
- 11.6. Templates specified by the Contracting Party for the tender and other statements and documents are included as the appendices to ToR. The tender and attachments shall be prepared in accordance with these templates as to the content and description of columns and rows.
- 11.7. If the tender contains information constituting a trade secret within the meaning of the Act of April 16, 1993 on Combating Unfair Competition (Journal of Laws of 2019, items 1010 and 1649), the Contractor should, together with the provision of such information, make a reservation that it shall not be disclosed, and demonstrate that the proprietary information is a trade secret. On the platform, in the tender submission form, there is a secure area designated for attaching the part of the tender representing the trade secret.
- 11.8. The Contractor shall bear all costs related to the preparation and submission of the tender.
- 11.9. The tender should include:
- 1) A completed and signed Tender Form – template attached as Appendix no. 1 to ToR;
 - 2) The list of persons – template attached as appendix no. 9 to ToR;
 - 3) Objective evidence referred to in clause 3.7 of ToR;
 - 4) Completed and signed declarations referred to in clause 7.1.1 of the ToR – templates of declarations attached as Appendices 4 and 5 to ToR;
 - 5) Commitment of any other entity referred to in clause 8.3 of ToR (if applicable);
 - 6) the appropriate power of attorney/s - if the authorisation to sign the tender does not result directly from the relevant register (if applicable);



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- 7) In the case of Contractors jointly competing for the award of the contract, a document appointing a Proxy to represent them in the contract award procedure or to represent them in the procedure and conclude a contract on this public procurement (if applicable);
- 8) The declaration of the consortium referred to in clause 9.3 of ToR (if applicable).

12. The method of calculating the price of the tender

- 12.1. The Contractor is obliged to provide the net price in the Tender Form for the complete object of the contract, the VAT rate and the gross price of the tender. In the event of an accounting error, the Contracting Party will consider the net price to be correct and, based on the net price, will make an appropriate correction of the gross price.
- 12.2. The price of the tender should include all costs necessary to complete the contract, which result from the content of these ToR and attachments thereto. The price quoted in the tender must include all costs to be borne by the Contractor for the proper performance of the object of the contract, in accordance with applicable regulations, including costs of travel, accommodation, meals, etc. The price must also include the Contractor's remuneration for the transfer of proprietary copyrights in all fields of use and for the permission to exercise derivative rights.
- 12.3. The Contractor is obliged to calculate all risks that may occur in the performance of the subject matter of the agreement and to predict the appropriate organisation for the correct and timely implementation of the material scope of services by the Contractor.
- 12.4. The net value and the gross price of the tender must be given digitally, with accuracy to two decimal places, while maintaining the mathematical rule of rounding numbers (they should be rounded in such a way that numbers from 1 to 4 should be rounded down, while numbers from 5 to 9 should be rounded up).
- 12.5. If a tender has been submitted, the selection of which would lead to the creation of a tax obligation for the Contracting Party in accordance with the Act of March 11, 2004 on tax on goods and services (Journal of Laws of 2018, item 2174, as amended), the Contracting Party shall, for the purpose of applying the price or cost criterion, add to the price presented in this tender the amount of tax on goods and services it would be required to settle. In the tender, the Contractor is obliged to:
 - 1) inform the Contracting Party that the selection of its tender will lead to the occurrence of tax obligation for the Contracting Party;
 - 2) indicate the name (type) of goods or services, the delivery or provision of which will lead to the occurrence of tax obligation;
 - 3) indicate the value of goods or services subject to tax liability of the Contracting Party, without the tax amount;
 - 4) specify the VAT rate that, according to the Contractor's knowledge, will be applicable.



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12.6. The Contracting Party provides for an advance payment for the performance of the public contract in the amount of 20.00%. Detailed information on the advance payment can be found in the template agreement.

13. Requirements related to the bid bond (tender guarantee).

The Contracting Party does not provide for payment of the bid bond.

14. Time limit for the Contractor to maintain its tender.

14.1. The Contractor will be bound by the tender for a period of 30 calendar days, i.e. until 14.09.2021. The period during which the Contractor must maintain its tender shall commence upon the expiry of the deadline for submitting tenders.

14.2. If the selection of the best tender does not take place before the end of the period referred to in clause 14.1, the Contracting Party, before the expiry of the tender validity period, may ask the Contractors on a one-off basis for their consent to extend this deadline by a period determined by the Contractor, but not exceeding 30 calendar days. Extension of the tender validity period requires the Contractor to submit a written declaration of consent to extend the tender validity period.

15. The manner and date for submission and opening of tenders.

15.1. The tender along with all required documents should be placed on the Platform at: <https://platformazakupowa.pl/pn/port> on the sub-site of the proceedings until 16.08.2021, by 11 a.m.

15.2. After completing the tender submission form and uploading all required attachments, the applicant should click "go to summary".

15.3. The date of submitting the tender is the date of its submission in the system (platform) in the second step of the tender submission by clicking the "Submit tender" button and the display of the message that the tender has been encrypted and submitted.

15.5. Detailed instructions for Contractors regarding the submission, amendment and withdrawal of the tender can be found on the website at: <https://platformazakupowa.pl/strona/45-instrukcje> (in Polish and English languages).

15.6. Opening of the tenders will take place on 16.08.2021 at 11:30 a.m.

15.7. Before the opening of the tenders at the latest, the information on the amount that is intended to finance the contract will be made available on the Platform.

15.8. Immediately after opening of tenders, the following information shall be placed on the website of the procedure:



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- 1) names or first names and surnames as well as registered office or places of business activity or places of residence of Contractors whose tenders have been opened;
- 2) prices included in the tenders.

The information will be placed on the website of the procedure on platformazakupowa.pl in the section „Announcements”.

16. Description of the tender evaluation criteria, including the weighting of criteria and method of evaluation of the tenders.

16.1. When selecting the best tender, the Contracting Party will be guided by the following tender evaluation criteria:

Criterion no. 1: **Price – weight of criterion 50.00 %**

Criterion no. 2: **Qualitative parameters – weight of criterion 50.00 %**

16.2. The rules for evaluating tenders in respect of individual criteria:

1) Criterion no. 1: Price

The number of points awarded to this criterion will be calculated according to the following formula:

Number of points = $\frac{\text{the lowest gross price}^*}{\text{gross price of evaluated tender}} \times 100 \text{ points} \times \text{weight of the criterion \%}$

*** from among all submitted tenders that are not subject to rejection**

The price of the tender should be quoted as the total value for the entire object of the contract.

The gross price of the tender (including VAT) shall be used for evaluation.

It is assumed that 1% = 1 point and this is how the number of points obtained will be calculated.

In the aforementioned criterion, the maximum of 50.00 points can be obtained.

2) Criterion no. 2: Qualitative parameters.

If the Contractor offers the following qualitative parameters, it will receive the following points:

No.	Description of qualitative parameters (optional parameters)	Maximum number of points to be obtained for the tender
-----	----------------------------------------------------------------	-----------------------------------------------------------------



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1	<p>Possession and submission of a certificate confirming knowledge and experience in biosafety, issued by an independent institution located in a country being a Member State of the European Union, or belonging to the European Free Trade Association, Great Britain, the USA or Canada (for example Registered Biosafety Professional or Certified Biological Safety Professional issued by the Association for Biosafety and Biosecurity International) for the Expert indicated in the "List of persons" directed by the Contractor to perform the object of the contract (performance of the gap analysis).</p> <p><u>Note:</u> If the Contractor does not submit the above-mentioned certificate with the tender (as the objective evidence referred to in clause 3.7 of ToR), the tender will receive 0.00 points for this parameter. For the possession and submission of the above-mentioned certificate for one Expert, the tender will receive 3.00 points. For the possession and submission of the certificate for the second Expert, the tender will receive a maximum of 6.00 points.</p>	<p>YES – 6.00 points NO – 0.00 points</p>
2	<p>Execution by the Expert indicated in the "List of people" 4 (four) or 5 (five) services in the field of preparation of expert opinions, analyses or guidelines for planning laboratories with the BSL-3, ABSL-3, BSL-4 or ABSL-4 standard</p> <p><u>Note:</u> The parameter will be assessed on the basis of the Contractor's statement in the Tender Form. In the event that the content of the Contractor's tender does not indicate that this parameter is met, the tender will receive 0.00 points for this parameter. For demonstrating the above-mentioned experience for one Expert, the tender will receive 3.00 points. For demonstrating the above-mentioned experience for two Experts, the tender will receive a maximum of 6.00 points.</p>	<p>YES – 6.00 points NO – 0.00 points</p>
	<p>Execution by the Expert indicated in the "List of people" 6 (six) and more services in the field of preparation of expert opinions, analyses or guidelines for planning laboratories with the BSL-3, ABSL-3, BSL-4 or ABSL-4 standard</p> <p><u>Note:</u> The parameter will be assessed on the basis of the Contractor's statement in the Tender Form. In the event that the content of the Contractor's tender does not indicate that this parameter is met, the tender will receive 0.00 points.</p>	<p>YES – 12.00 points NO – 0.00 points</p>



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	For demonstrating the above-mentioned experience for one Expert, the tender will receive 6.00 points. For demonstrating the above-mentioned experience for two Experts, the tender will receive a maximum of 12.00 points.	
3	Execution by the Expert indicated in the "List of people" 4 (four) or 5 (five) services in the field of design or design evaluation of laboratories with the BSL-3, ABSL-3, BSL-4 or ABSL-4 standard <u>Note:</u> The parameter will be assessed on the basis of the Contractor's statement in the Tender Form. In the event that the content of the Contractor's tender does not indicate that this parameter is met, the tender will receive 0.00 points for this parameter. For demonstrating the above-mentioned experience for one Expert, the tender will receive 2.00 points. For demonstrating the above-mentioned experience for two Experts, the tender will receive a maximum of 4.00 points.	YES – 4.00 points NO – 0.00 points
	Execution by the Expert indicated in the "List of people" 6 (six) and more services in the field of design or design evaluation of laboratories with the BSL-3, ABSL-3, BSL-4 or ABSL-4 standard <u>Note:</u> The parameter will be assessed on the basis of the Contractor's statement in the Tender Form. In the event that the content of the Contractor's tender does not indicate that this parameter is met, the tender will receive 0.00 points. For demonstrating the above-mentioned experience for one Expert, the tender will receive 4.00 points. For demonstrating the above-mentioned experience for two Experts, the tender will receive a maximum of 8.00 points.	YES – 8.00 points NO – 0.00 points
4	Execution by the Expert indicated in the "List of people" 4 (four) or 5 (five) services in the field of supervision of the construction of laboratories with the BSL-3, ABSL-3, BSL-4 or ABSL-4 standard <u>Note:</u> The parameter will be assessed on the basis of the Contractor's statement in the Tender Form. In the event that the content of the Contractor's tender does not indicate that this parameter is met, the tender will receive 0.00 points for this parameter. For demonstrating the above-mentioned experience for one Expert, the tender will receive 2.00 points. For demonstrating the above-mentioned experience for two Experts, the tender will receive a maximum of 4.00 points.	YES – 4.00 points NO – 0.00 points



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	two Experts, the tender will receive a maximum of 4.00 points.	
	<p>Execution by the Expert indicated in the "List of people" 6 (six) and more services in the field of supervision of the construction of laboratories with the BSL-3, ABSL-3, BSL-4 or ABSL-4 standard</p> <p><u>Note:</u></p> <p>The parameter will be assessed on the basis of the Contractor's statement in the Tender Form. In the event that the content of the Contractor's tender does not indicate that this parameter is met, the tender will receive 0.00 points.</p> <p>For demonstrating the above-mentioned experience for one Expert, the tender will receive 4.00 points. For demonstrating the above-mentioned experience for two Experts, the tender will receive a maximum of 8.00 points.</p>	<p>YES – 8.00 points</p> <p>NO – 0.00 points</p>
5	<p>Experience of the Expert indicated in the "List of People" in the field of functional commissioning of BSL-3, ABSL-3, BSL-4 or ABSL-4 laboratories (conducting tests as part of validating premises and apparatus, validation of processes and procedures).</p> <p><u>Note:</u></p> <p>The parameter will be assessed on the basis of the Contractor's statement in the Tender Form. In the event that the content of the Contractor's tender does not indicate that this parameter is met, the tender will receive 0.00 points for this parameter.</p> <p>For demonstrating the above-mentioned experience for one Expert, the tender will receive 3.00 points. For demonstrating the above-mentioned experience for two Experts, the tender will receive a maximum of 6.00 points.</p>	<p>YES – 6.00 points</p> <p>NO – 0.00 points</p>
6	<p>At least one order carried out by the Expert indicated in the "List of people" in the field of preparation of guidelines for the design and design/evaluation of the project of a laboratory with an increased level of biosafety, in which tests with the use of animals are carried out (ABSL-3 or ABSL-4)</p> <p><u>Note:</u></p> <p>The parameter will be assessed on the basis of the Contractor's statement in the Tender Form. In the event that the content of the Contractor's tender does not indicate that this parameter is met, the tender will receive 0.00 points for this parameter.</p> <p>For demonstrating the above-mentioned experience for one Expert, the tender will receive 3.00 points. For demonstrating the above-mentioned experience for</p>	<p>YES – 6.00 points</p> <p>NO – 0.00 points</p>



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	two Experts, the tender will receive a maximum of 6.00 points.	
7	<p>Participation of the Expert indicated in the "List of Persons" in the certification of BSL-3, ABSL-3, BSL-4 or ABSL-4 laboratories to selected international standards</p> <p><u>Note:</u></p> <p>The parameter will be assessed on the basis of the Contractor's statement in the Tender Form. In the event that the content of the Contractor's tender does not indicate that this parameter is met, the tender will receive 0.00 points for this parameter.</p> <p>For demonstrating the above-mentioned experience for one Expert, the tender will receive 2.00 points. For demonstrating the above-mentioned experience for two Experts, the tender will receive a maximum of 4.00 points.</p>	<p>YES – 4.00 points</p> <p>NO – 0.00 points</p>

The information regarding criterion 2 should be indicated by the Contractor in the place indicated in the Tender Form.

In Criterion 2, the maximum of 50.00 points can be obtained.

- 16.3. The tenders will be assessed by the Contracting Party on a scale from 0.00 to 100.00 points. The number of points awarded under each of the criteria will be converted according to the following rules: numbers from 1 to 4 after the decimal point will be rounded down, while numbers from 5 to 9 will be rounded up.
- 16.4. The most advantageous tender will be the one that obtains the highest number of points in the above-mentioned Criteria (Criterion No. 1 + Criterion No. 2) and will meet all the requirements of the PPL and ToR.
- 16.5. If the best tender cannot be selected due to the fact that two or more tenders present the same balance of price and different tender evaluation criteria, the Contracting Party selects from among those tenders the tender that received the highest score in the criterion with the highest weight (it applies to situations with more than one criterion).
- 16.6. If the tenders received the same grade in the criterion with the highest weight, the Contracting Party selects the tender with the lowest price.
- 16.7. If the tender cannot be selected in the manner referred to in clause 16.6 of ToR, the Contracting Party requests the Contractors who submitted these tenders to submit additional tenders containing the new price within the time limit specified by the Contracting Party.
- 16.8. When submitting additional tenders, the Contractors cannot offer higher prices than those offered in the tenders previously submitted by them.



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17. Information on formalities that should be completed after selecting the tender in order to conclude a public procurement contract.

17.1. The contract will be concluded in accordance with the dates specified in art. 308 par. 2 and 3 of the PPL.

17.2. Before signing the contract, the Contractor whose tender has been found the most advantageous is obliged to provide the Contracting Party with:

- 1) if the tender of Contractors jointly competing for the contract is selected, a contract regulating the cooperation of these Contractors in the form of the original or a copy certified to be true to the original by the Contractor,
- 2) a signed non-disclosure agreement, constituting Appendix No. 12 to ToR.

Failure to provide the above documents before signing the contract will be tantamount to the fact that conclusion of the contract has become impossible for reasons attributable to the Contractor.

18. Requirements for securing the proper performance of the contract.

The Contracting Party does not require a performance bond.

19. Information on the content of the contract concluded and the possibility of amending it.

19.1. The selected Contractor is obliged to conclude a public procurement contract on the terms and conditions specified in the Template of the Agreement, constituting Appendix No. 3 to ToR.

19.2. The scope of the Contractors' performance resulting from the contract is the same as its obligation included in the tender.

19.3. The Contracting Party provides for the possibility of changing the concluded contract in relation to the content of the selected tender in the scope regulated in art. 454-455 of the Public Procurement Law and indicated in the Template of the Agreement, constituting Appendix No. 3 to ToR.

20. Subcontracting.

20.1. The Contractor may entrust performance of part of the contract to a subcontractor (subcontractors).

20.2. The Contracting Party reserves the obligation for the Contractor to personally perform the key parts of the contract, concerning: 1) work related to the analysis of the necessity and scope of reconstruction of the heating, ventilation and air conditioning systems, 2) work related to the



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analysis of the necessary changes in the layout of individual rooms, so that they are functional in accordance with the planned purpose, 3) work related to the analysis of the need to change the wastewater decontamination system, and 4) preparation of the expert opinion/gap analysis report.

20.3. The Contracting Party requires that in the event of subcontracting a part of the contract, the Contractor should indicate in the tender the parts of the contract, the performance of which it intends to entrust to subcontractors, and (if known at this stage) the names of these subcontractors.

21. On-site inspection.

The Contracting Party does not envisage on-site inspection during the procurement procedure.

22. Information on foreign currencies in which settlements between the Contracting Party and the Contractor can be made

Settlements between Contracting Party and Contractor will be carried out in Polish zlotys (PLN). The Contracting Party also admits the possibility of settlements with the Contractor in Euro or CHF. If the Contractor submits a tender in a foreign currency, i.e. in EUR or CHF, the Contracting Party will convert EUR / CHF in order to compare the tenders in accordance with the average foreign exchange rate of the National Bank of Poland on the day of initiating the public procurement procedure.

23. Information on legal protection measures available to the Contractor.

23.1. Legal protection measures are available to the Contractor, participant in the competition or other entity if he or she has or had an interest in obtaining the contract and has suffered or may suffer damage as a result of the Contracting Party's breach of the provisions of the PPL Act.

23.2. Legal protection measures against the notice initiating the contract award procedure and procurement documents are also available to organisations entered on the list referred to in art. 469 item 15 of the PPL and the Spokesman for Small and Medium Enterprises.

23.3. The appeal can be lodged against:

- 1) an activity of the Contracting Party inconsistent with the provisions of the Act, undertaken in the contract award procedure, including the draft provision of the contract;
- 2) abandonment of activities in the contract award procedure to which the Contracting Party was obliged under the Act.



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- 23.4. The appeal shall be submitted to the Chairman of the National Appeals Chamber. The appellant shall provide the Contracting Party with a copy of the appeal before the deadline for lodging the appeal in such a way that it can become familiar with its content before the deadline.
- 23.5. The appeal against the content of the announcement or the content of ToR shall be submitted within 5 calendar days from the date of placing the announcement in the Public Procurement Bulletin or the content of ToR on the website.
- 23.6. The appeal shall be submitted within:
- 1) 5 calendar days from the date of providing the information on the Contracting Party's action constituting the basis for its submission, if the information was provided by means of electronic communication,
 - 2) 10 calendar days from the date of providing the information on the Contracting Party's action constituting the basis for its submission, if the information was provided in a manner other than the one specified in section 1).
- 23.7. The appeal in cases other than those specified in clauses 23.5 and 23.6 shall be submitted within 5 calendar days from the date of becoming aware or, exercising due care, from the date it was possible to become aware of the circumstances constituting the basis for the appeal.
- 23.8. The parties and participants of the appeal procedure can appeal against the decision of the Chamber and the decision of the President of the Chamber referred to in art. 519 par. 1 of the PPL, and file a complaint to the court.
- 23.9. In the proceedings pending as a result of the complaint lodged, the provisions of the Act of November 17, 1964 – the Code of Civil Procedure on the appeal shall apply accordingly, unless the provisions of this chapter provide otherwise.
- 23.10. The complaint shall be lodged with the District Court in Warsaw – the public procurement court, hereinafter referred to as the "public procurement court".
- 23.11. The complaint shall be lodged through the President of the Chamber, within 14 calendar days from the date of delivery of the decision of the Chamber or the decision of the President of the Chamber referred to in art. 519 par. 1 of the PPL Act, sending at the same time its copy to the opponent of the complaint. Filing a complaint in the post office of the designated operator within the meaning of the Act of November 23, 2012 – the Postal Law is tantamount to lodging it.
- 23.12. The President of the Chamber submits the complaint together with the files of the appeal procedure to the public procurement court within 7 calendar days from the date of its receipt.

24. Information obligation resulting from the Regulation (EU) 2016/679 of the European Parliament and of the Council.



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Detailed information is included in appendix no. 11 to ToR.

25. List of appendices.

Appendix no. 1 – Tender Form

Appendix no. 2 – Description of the subject of the procurement

Appendix no. 3 – Template of the agreement

Appendix no. 4 – Contractor's declaration on the grounds for exclusion from the procedure

Appendix no. 5 – Contractor's declaration on meeting the conditions of participation in the procedure

Appendix no. 6 – Contractor's declaration on affiliation to a group of companies

Appendix no. 7 – Contractor's declaration on the validity of the information contained in the statement referred to in art. 125 par. 1 of the PPL Act

Appendix no. 8 – Commitment of third party to make available the resources necessary for execution of the contract

Appendix no. 9 – Template of the list of persons

Appendix no. 10 – Template of the list of services

Appendix no. 11 – GDPR information clause

Appendix no. 12 – Template of the non-disclosure agreement



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