

**PURCHASER:**

Ministry of National Defence of the Republic of Poland  
Street: Niepodległości 218  
00-911 Warsaw

**on behalf of and for whom it acts**

Polish Military Representation to NATO and UE Military Committees  
Administrative and Economic Section  
Boulevard Leopold III  
1110 Brussels  
Belgium

**SPECIFICATION OF THE CONDITIONS OF THE CONTRACT  
(SWZ)**

in a public procurement procedure with a value below the PLN equivalent of the amount 140000  
euro conducted on a basic basis without negotiations

**for the delivery of a higher class passenger car**

The contract value does not exceed the EU thresholds referred to in Art. 3 of the Act of  
September 11, 2019 - Public Procurement Law (Journal of Laws of 2021, item 1129, 1598,  
2054, 2269, of 2022, item 25, 872), hereinafter referred to as the "PPL Act".

**CASE NUMBER: 20 /ZP / 22**

**Maj. Paweł SAŁBUT**

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**26 June 2022**

## CONTENTS

CHAPTER 1. NAME AND ADDRESS OF THE CONTRACTING AUTHORITY, TELEPHONE NUMBER, E-MAIL ADDRESS AND WEBSITE OF THE PROCEDURE BEING CONDUCTED.....	4
CHAPTER 2. ADDRESS OF THE WEBSITE WHERE CHANGES AND EXPLANATIONS OF THE CONTENT OF THE SWZ AND OTHER PROCUREMENT DOCUMENTS DIRECTLY RELATED TO THE CONTRACT AWARD PROCEDURE WILL BE MADE AVAILABLE.....	4
CHAPTER 3. PERSONAL DATA PROTECTION.....	4
CHAPTER 4. CONTRACT AWARD PROCEDURE.....	5
CHAPTER 5. INFORMATION WHETHER THE CONTRACTING AUTHORITY PROVIDES FOR THE SELECTION OF THE BEST OFFER WITH THE POSSIBILITY OF NEGOTIATION. ....	5
CHAPTER 6. DESCRIPTION OF THE SUBJECT OF THE CONTRACT. ....	5
CHAPTER 7. DESCRIPTION OF THE ORDER. ....	8
CHAPTER 8. INFORMATION ON VARIANTS.....	8
CHAPTER 9. TIME LIMIT FOR THE PERFORMANCE OF THE CONTRACT.....	8
CHAPTER 10. DRAFT PROVISIONS OF THE PUBLIC PROCUREMENT CONTRACT TO BE INTRODUCED INTO THE CONTENT OF THIS CONTRACT. ....	8
CHAPTER 11. INFORMATION ON THE MEANS OF ELECTRONIC COMMUNICATION BY WHICH THE AWARDING ENTITY WILL COMMUNICATE WITH ECONOMIC OPERATORS, AND INFORMATION ON TECHNICAL AND ORGANIZATIONAL REQUIREMENTS FOR DRAWING UP, SENDING AND RECEIVING ELECTRONIC CORRESPONDENCE.....	8
CHAPTER 12. INFORMATION ON HOW THE CONTRACTING AUTHORITY COMMUNICATES WITH ECONOMIC OPERATORS IN A MANNER OTHER THAN BY MEANS OF ELECTRONIC COMMUNICATION IN THE EVENT OF ONE FROM THE SITUATIONS REFERRED TO IN ART. 65 SEC. 1, ART. 66 AND ART. 69.....	10
CHAPTER 13. INDICATION OF PERSONS AUTHORIZED TO COMMUNICATE WITH CONTRACTORS. ....	10
CHAPTER 14. OFFER VALIDITY PERIOD. ....	10
CHAPTER 15. DESCRIPTION OF THE METHOD OF PREPARING THE OFFER. ....	10
CHAPTER 16. THE MANNER AND TIME LIMIT FOR SUBMITTING AND OPENING TENDERS.....	13
CHAPTER 17. INFORMATION ON THE CONDITIONS OF PARTICIPATION IN THE PROCEDURE.....	14
CHAPTER 18. GROUNDS FOR EXCLUDING A CONTRACTOR FROM THE PROCEDURE. ....	14
CHAPTER 19. INFORMATION ON THE SUBJECT MEANS OF EVIDENCE.....	14
CHAPTER 20. LIST OF DECLARATIONS AND DOCUMENTS TO BE SUBMITTED BY CONTRACTORS IN ORDER TO CONFIRM THAT THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE HAVE BEEN MET AND THAT THERE ARE NO GROUNDS FOR EXCLUSION. ....	15
CHAPTER 21. REQUIREMENTS FOR EMPLOYMENT ON THE BASIS OF AN EMPLOYMENT RELATIONSHIP, IN THE CIRCUMSTANCES REFERRED TO IN ART. 95 OF THE PUBLIC PROCUREMENT LAW. ....	15
CHAPTER 22. REQUIREMENTS FOR THE EMPLOYMENT OF PERSONS REFERRED TO IN ART. 96 SEC. 2 POINT 2 OF THE PUBLIC PROCUREMENT LAW.....	15
CHAPTER 23. DESCRIPTION OF THE METHOD OF THE PRICE CALCULATION. ....	15
CHAPTER 24. DESCRIPTION OF THE TENDER EVALUATION CRITERIA, INCLUDING THE WEIGHTING OF THESE CRITERIA AND THE METHOD OF EVALUATION OF THE OFFERS. ....	16

CHAPTER 25. INFORMATION ON THE RESERVATION OF THE POSSIBILITY TO APPLY FOR THE AWARD OF THE CONTRACT ONLY BY ECONOMIC OPERATORS REFERRED TO IN ART. 94 OF THE PUBLIC PROCUREMENT LAW. .....	18
CHAPTER 26. REQUIREMENTS FOR THE DEPOSIT AND SECURITY ON DUE PERFORMANCE OF THE CONTRACT. .....	18
CHAPTER 27. INFORMATION ON THE ANTICIPATED CONTRACTS REFERRED TO IN ART. 214 PARAGRAPH. 1 ITEMS 7 AND 8 OF THE PUBLIC PROCUREMENT LAW, IF THE CONTRACTING AUTHORITY PROVIDES FOR THE AWARD OF SUCH CONTRACTS. ....	19
CHAPTER 28. INFORMATION ON THE CONTRACTOR'S ON-SITE INSPECTION OR VERIFICATION OF DOCUMENTS NECESSARY FOR THE PERFORMANCE OF THE CONTRACT, REFERRED TO IN ART. 131 PARAGRAPH 2 OF THE PUBLIC PROCUREMENT LAW, IF THE CONTRACTING AUTHORITY PROVIDES FOR THE POSSIBILITY OR REQUIRES THE SUBMISSION OF AN OFFER AFTER A SITE VISIT OR VERIFICATION OF THESE DOCUMENTS. ....	19
CHAPTER 29. INFORMATION ON FOREIGN CURRENCIES IN WHICH SETTLEMENTS BETWEEN THE AWARDING ENTITY AND THE CONTRACTOR MAY BE MADE, IF THE AWARDING ENTITY PROVIDES FOR SETTLEMENTS IN FOREIGN CURRENCIES. ....	19
CHAPTER 30. INFORMATION ON THE REIMBURSEMENT OF COSTS OF PARTICIPATION IN THE PROCEDURE, IF THE AWARDING ENTITY INTENDS TO REIMBURSE THEM. ....	19
CHAPTER 31. INFORMATION ON THE OBLIGATION OF THE CONTRACTOR TO PERFORM KEY TASKS IN PERSON, IF THE CONTRACTING AUTHORITY MAKES SUCH A RESERVATION PURSUANT TO ART. 60 AND ART. 121 OF THE PUBLIC PROCUREMENT LAW. ....	20
CHAPTER 32. THE MAXIMUM NUMBER OF ECONOMIC OPERATORS WITH WHOM THE AWARDING ENTITY WILL CONCLUDE A FRAMEWORK AGREEMENT, IF THE AWARDING ENTITY ENVISAGES CONCLUDING A FRAMEWORK AGREEMENT. ....	20
CHAPTER 33. INFORMATION ON THE ENVISAGED SELECTION OF THE MOST ADVANTAGEOUS BID WITH THE USE OF AN ELECTRONIC AUCTION TOGETHER WITH THE INFORMATION REFERRED TO IN ART. 230 OF THE PUBLIC PROCUREMENT LAW, IF THE CONTRACTING AUTHORITY ENVISAGES AN ELECTRONIC AUCTION.....	20
CHAPTER 34. THE REQUIREMENT OR THE POSSIBILITY OF SUBMITTING OFFERS IN THE FORM OF ELECTRONIC CATALOGS OR ATTACHING ELECTRONIC CATALOGS TO THE OFFER, IN THE SITUATION SPECIFIED IN ART. 93 OF THE PUBLIC PROCUREMENT LAW.....	20
CHAPTER 35. INFORMATION ON FORMALITIES THAT SHOULD BE COMPLETED AFTER SELECTING AN OFFER IN ORDER TO CONCLUDE A PUBLIC PROCUREMENT CONTRACT.....	20
CHAPTER 36. LETTER OF LEGAL PROTECTION MEASURES. ....	20

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

Polish Military Representation to NATO and UE Military Committees  
Administrative and Economic Section  
Boulevard Leopold III  
1110 Brussels  
Belgium  
Phone number: 0032 (0) 476 582 279  
E-mail address: plmilrep.adm@mon.gov.pl  
Website address of the procedure: [platformazakupowa.pl/pn/damon](http://platformazakupowa.pl/pn/damon)

**Chapter 2. Address of the website where changes and explanations of the content of the SWZ and other procurement documents directly related to the contract award procedure will be made available.**

Website: [platformazakupowa.pl/pn/damon](http://platformazakupowa.pl/pn/damon)

**Chapter 3. Personal data protection.**

1. Pursuant to Art. 13 sec. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to with the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) (Journal of Laws UE L 119 of May 4, 2016, page 1), hereinafter referred to as "GDPR", the contracting authority informs the contractor that:
  - 1) and the administrator of personal data is the Minister of National Defense / Ministry of National Defense with its based in Warsaw, at al. Niepodległości 218, tel. +48 22 628 00 31;
  - 2) and the administrator has appointed a Data Protection Officer who can be contacted by e-mail to the following address: [iod@mon.gov.pl](mailto:iod@mon.gov.pl) or by post to the following address: Ministry of National Defense, al. Niepodległości 218, 00–911 Warsaw, with the annotation "Data Protection Officer";
  - 3) personal data will be processed in order to conduct the public procurement procedure in question and conclude a contract based on Article. 6 sec. 1 lit. b and c of the GDPR;
  - 4) personal data may be transferred to entities processing personal data at the request of the administrator, as well as to persons or entities to whom the documentation of the procedure will be made available pursuant to art. 18 and art. 74 of the Public Procurement Law;
  - 5) personal data will not be transferred to a third country or an international organization;
  - 6) personal data obtained in connection with the procedure will be stored for a period of 5 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 5 years, the storage period covers the entire duration of the contract;
  - 7) with regard to the personal data of persons participating in the proceedings in question, decisions will not be made in an automated manner, pursuant to art. 22 GDPR;
  - 8) the data subject has the right to:
    - a) access to personal data (in the event of exercising this right, the name or date of the completed procedure should be specified in the application);
    - b) demand their rectification or supplementation, while the exercise of the right to rectify or supplement may not result in a change in the result of the

- public procurement procedure or in the provisions of a public procurement contract to the extent inconsistent with the Public Procurement Law and may not violate the integrity of the protocol and its attachments;
- c) processing restrictions, subject to the cases referred to in art. 18 par. 2 GDPR. I would like to inform you that the request to limit the processing of personal data only to their storage will be possible only after the end of the procedure;
  - d) the right to lodge a complaint to the President of the Personal Data Protection Office (address: 00–193 Warsaw, street: Stawki 2);
- 9) the data subject is not entitled to:
- a) the right to delete personal data;
  - b) the right to transfer personal data referred to in art. 20 GDPR;
  - c) the right to object, referred to in art. 21 GDPR;
- 10) the contractor's obligation to provide personal data directly concerning him and the personal data of persons participating in the procedure is a requirement specified in the provisions of the PPL Act, related to participation in the contract award procedure; the consequences of not providing certain data result from the PPL Act.
2. When applying for the contract, the contractor is obliged to fulfill all formal and legal obligations related to participation in the proceedings, including the obligations arising from the GDPR. In connection with the above, the contractor is obliged to submit a declaration in the contract award procedure on the fulfillment of the disclosure obligations provided for in Art. 13 or art. 14 of the GDPR, in accordance with the content contained in Annex 1 to the SWZ.
  3. The subcontractor is bound during the process of submitting personal data for the purposes of the contract award procedure in question, fulfill the information obligation arising from the GDPR with regard to natural persons whose personal data relate to and from whom it has directly obtained such data.
  4. The above provisions concern personal data of natural persons, directly obtained from them, in particular personal data:
    - 1) a contractor who is a natural person;
    - 2) a contractor who is a natural person running a sole proprietorship;
    - 3) attorney in a contractor who is a natural person (e.g. personal data included in the power of attorney);
    - 4) member of the management body in the contractor, being a natural person.

#### **Chapter 4. Contract award procedure.**

1. The procurement procedure is conducted in the basic mode based on Article. 275 point 1 of the Public Procurement Law and executive acts issued on its basis.
2. In matters not regulated in the SWZ, the provisions of the PPL Act and executive acts issued on its basis shall apply.

#### **Chapter 5 Information whether the contracting authority provides for the selection of the best offer with the possibility of negotiating.**

The contracting authority provides for the selection of the most advantageous offer without negotiation - in accordance with Art. 275 point 1 of the Public Procurement Law.

#### **Chapter 6. Description of the subject of the contract.**

The subject of the contract will be the delivery of a passenger car to Brussels, which must meet the following requirements:

## I. General design requirements:

### 1. Body:

a) self-supporting, closed, sedan, 4-door body type code AA5 allowed to offer a vehicle with body type code AB6, the so-called "Liftback".

By the term "liftback" one should assume the type of a passenger car body with a tilted window and an overhang behind the rear wheel - the trunk lid. In this type of bodywork, the glass rises as an integral part of the boot lid.

b) number of seats - minimum 5;

c) with crumple zones;

d) with side door reinforcement;

e) paint color - black metallic.

### 2. Engine:

(a) gasoline or diesel engine, turbocharged, direct injection fuel;

b) cooled with antifreeze;

(c) the location of the engine at the front;

d) engine power - minimum 200 hp

### 3. Drive train:

a) 4x4 drive system

(b) an automatically controlled gearbox with a minimum of 6 forward ratios.

4. The steering wheel column must be able to be adjusted in one plane minimum.

5. The vehicle must be equipped with power steering.

6. The vehicle must be equipped with automatic air conditioning that maintains a set temperature automatically, at least in two zones.

7. The driver's and front passenger's seats must be equipped with active head restraints (if available from the dealer), electrically adjustable in at least three planes, and with seat heating.

8. The vehicle must be equipped with 3-point seat belts with pyrotechnic front seat belt pretensioners.

9. The fastening of front seat belts shall be height adjustable or have a different system of adjusting the position of the belts to the height of the driver and passenger.

10. The vehicle must be equipped with a central armrest: front and possibly rear.

11. The vehicle must have a radio installation with at least four speakers and a CD or MP3 player with USB or iPod socket or streaming from a telephone or other device, and a navigation system.

12. The vehicle must be equipped minimum in:

(a) an anti-lock braking system (eg Ariti-Lock Braking System - ABS or equivalent);

(b) electronic stability program (eg Electronic Stability Program - ESP or equivalent);

(c) traction control system (eg Acceleration Slip Regulation - ASR or equivalent);

(d) emergency brake assist system (eg Brake Assist - BA or equivalent);

(e) active cruise control (eg Adaptiye Cruise Control - ACC or equivalent).

17. The vehicle must be fitted with light alloy tires. The set is considered to be 5 full size wheels. The 5th wheel is allowed as an Space Saver Spare Wheel.

18. The vehicle must be equipped with a fuel tank which allows a minimum distance of 650 km to be traveled with full load without additional refueling, with an average fuel consumption as disclosed by the manufacturer of the vehicle offered.

19. Black leather upholstery.

## II. Scope of equipment.

1. The vehicle must be equipped with:

(a) at least one lighting point that also works automatically when the door is opened;

b) airbags - minimum front driver and passenger and two side or curtain airbags;

- c) central locking;
- d) immobilizer;
- (e) electric control and heated exterior mirrors;
- f) electric windows - in front and rear doors;
- g) type of tires - summer.
- h) on-board computer with "Check Control" function
- (i) a multifunction steering wheel;
- j) mats in accordance with the manufacturer's offer (set - 4 pieces);
- (k) rear-view sensors and camera;
- (l) front fog lamps in the bumper or integrated in the headlamps or LED technology;
- (m) daytime running lamps;
- n) heated rear window;
- o) tinted rear windows.

### III. Final Provisions.

1. Production year - 2022(if the contract is scheduled to be delivered in 2022)or 2023.
2. Vehicles must be supplied with operational documentation that includes:
  - a) a list of authorized service stations in the country of office and neighboring countries;
  - b) warranty book;
  - c) an instruction manual;
  - d) description of warranty conditions.
3. During the handover of the vehicles, the contractor will conduct free training with persons selected by the user (1 person per vehicle) in terms of the basics of their use. The date and place of the training will be agreed with the Ordering Party after signing the contract. The scope of the training must include the rules for the use of on-board equipment in vehicles and the rules of performing maintenance that can be performed by drivers themselves. The training can be carried out on-line.
4. Place of delivery - Brussels.
5. Before handing the vehicle over to the user, the contractor is obliged to provide the Ordering Party on a CD or other electronic medium, e.g. of the pendriye type:
  - (a) a copy or an extract from the EC type-approval certificate or certificate of conformity or equivalent document appropriate for Belgium;
  - b) list of maintenance activities performed as part of scheduled technical inspections of vehicles and the required spare parts and technical materials: Technical inspections - maintenance activities specified by the manufacturer, "which must be performed in order to maintain the warranty or maintain the vehicles in technical efficiency.
6. Vehicle components must be protected against corrosion (including closed profiles) or made of materials resistant to environmental factors.
7. Vehicle components must be made of materials and technology ensuring effective and durable corrosion protection. The materials and methods of anti-corrosion protection used must comply with the vehicle manufacturer's factory standards.
8. If it is necessary to perform additional anti-corrosion protection of the vehicle at an Authorized Service Station (ASO), the contractor will do the above at his own expense.
9. The design of the vehicle and the technology of its production must ensure a mileage of at least 400,000 km without performing scheduled repair activities (applies to repairs provided for in the technological guides of the vehicle manufacturer, resulting from the performance of a specific mileage) or replacement of mechanisms / elements that are not subject to wear as a result of normal operation, but this does not entail a requirement to provide a guarantee or liability in the event of the need to repair the mechanisms / components. The elements that are subject to wear during normal operation include the minimum: elements of the brake

mechanism, clutch discs, wiper blades, vehicle suspension elements, upholstery, light bulbs and fuses.

10. The vehicle must be adapted to mechanical washing in automatic car washes. The documents handed over to the user must contain information on the activities, if any, that must be performed before the vehicle is brought into the washing facility (e.g. assembly or disassembly of certain elements).

11. The vehicle must have a guarantee:

a) a minimum of 24 months of general warranty for all elements, with or without mileage limit, that are not subject to wear during normal use;

b) a minimum of 24 months for varnish coatings;

c) a minimum of 60 months for perforation of body elements.

12. The contractor must undertake and provide a warranty repair of the vehicle, in a place indicated by the user in Belgium, within 14 days from the receipt of the notification in the network of authorized service stations to the date of receipt after the repair. In the case of waiting for parts, the period may be extended up to 30 days.

13. The warranty is extended by the time the vehicle is under repair.

**In order to participate in the planned procedure, it is necessary to have a qualified electronic signature in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93 / EC.**

**The main subject of the contract:** 34100000 – 1 cars

#### **Chapter 7. Description of the order.**

1. The Purchaser does not allow partial submissions.

2. Reasons for not dividing the procurement into lots (Art. 91 (2) of the PPL Act).

The subject of the order covers one task, i.e. delivery of a passenger car. It is not possible to divide the contract by entrusting the performance of individual activities to different entities.

Failure to divide the procurement into lots does not restrict competition and ensures equal access of entities.

#### **Chapter 8. Information on variants.**

The Ordering Party does not allow the possibility of submitting a variant offer.

#### **Chapter 9. Time limit for the performance of the contract.**

The contractor is obliged to complete the subject of the contract on time up to 16 months **from the date of conclusion of the contract** (the order completion date will be determined on the basis of the contractor's statement in the Offer Form, but it will not be longer than 16 months from the date of the contract).

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

The draft provisions of the public procurement contract that will be introduced into the content of this contract will be specified in Annex no 3 to SWZ.

#### **Chapter 11. Information on the means of electronic communication by which the awarding entity will communicate with economic operators, and information on**



**technical and organizational requirements for drawing up, sending and receiving electronic correspondence.**

1. Communication between the contracting authority and contractors takes place only by means of electronic communication via the purchasing platform, hereinafter referred to as the "purchasing platform".
2. The term "purchasing platform" should be understood as an application / computer program intended for the implementation of the process related to the conduct of this public procurement procedure in electronic form:
  - 1) the contracting authority uses the Open Nexus LLC purchasing platform;
  - 2) website address of the purchasing platform: <https://platformazakupowa.pl/pn/damon>
3. In order to shorten the time of answering the questions, it is preferable that the communication between the contracting authority and contractors, including all statements, requests, notices and information, is provided via the purchasing platform and the "Send a message to the contracting authority" form on the website of the given procedure. The date of submission (receipt) of statements, applications, notifications and information is the date of their sending via the purchasing platform by clicking the "Send message to the ordering party" button, followed by a message that the message has been sent to the ordering party.
4. The contracting authority will provide contractors with information via the purchasing platform. Information regarding answers to questions, changes to the SWZ, changes to the announcement, changes to the deadline for submission and opening of tenders will be posted by the contracting authority on the purchasing platform in the "Messages" section. Correspondence, the addressee of which is a specific contractor in accordance with the applicable regulations, will be forwarded via the purchasing platform to a specific contractor.
5. The contractor, as a professional entity, is obliged to check messages and messages sent by the contracting authority directly on the <https://platformazakupowa.pl>, because the notification system may break down or the notification may end up in the SPAM folder.
6. The Ordering Party, in accordance with the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and submitting information and technical requirements for electronic documents and electronic means of communication in a public procurement procedure or competition (Journal of Laws, item 2452), defines the necessary hardware and application requirements enabling work on the purchasing platform, i.e .:
  - 1) permanent access to the Internet with a guaranteed bandwidth of not less than 512 kb / s;
  - 2) PC or MAC computer with the following configuration: memory min. 2 GB Ram, Intel IV 2 GHZ processor or a later version, one of the operating systems - MS Windows 7, Mac Os x 10 4, Linux, or their newer versions;
  - 3) any web browser installed, 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 time of data receipt by the purchasing platform is the date and exact time (hh: mm: ss) generated according to the local time of the server synchronized with the clock of the Central Office of Measures.
7. By joining this public procurement procedure, the Contractor:

- 1) accept the terms of use <https://platformazakupowa.pl> specified in the Regulations posted on the website in the "Regulations" tab and recognizes it as binding: <https://platformazakupowa.pl/strona/1-regulamin>;
  - 2) is familiar with and complies with the Instructions for submitting offers: <https://platformazakupowa.pl/strona/45-instrukcje>.
8. The Ordering Party is not responsible for submitting the offer in a manner inconsistent with the Instructions for Use <https://platformazakupowa.pl>, in particular, for the situation when the contracting authority becomes familiar with the content of the offer before the deadline for submitting offers (eg submitting an offer in the "Send a message to the contracting authority" tab). Such an offer will be considered by the contracting authority as a commercial offer and will not be taken into account in the present proceedings because the obligation imposed by Art. 221 of the Public Procurement Law.
  9. The Ordering Party informs that the instructions for using the purchasing platform regarding in particular logging in, submitting applications for clarifying the content of the announcement, submitting offers and other activities undertaken in this procedure using the purchasing platform can be found in the "Instructions for Contractors" tab on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>.

**Chapter 12. Information on the manner of communication of the contracting authority with contractors other than by means of electronic communication in the event of one of the situations referred to in Art. 65 sec. 1, art. 66 and art. 69. *Not applicable (there are no situations referred to in Art. 65 (1), Art. 66 and Art. 69 of the PPL Act).***

**Chapter 13. Indication of persons authorized to communicate with contractors.**

1. The contracting authority appoints the following persons to contact the contractors:  
Paweł Sałbut  
E-mail address: plmilrep.adm@mon.gov.pl
2. The persons indicated in point 1, are authorized by the contracting authority to communicate with economic operators on technical matters (e.g. when a party to the procedure is not working, e-mail, etc.).
3. The contracting authority does not provide for any other contact with contractors than the one specified in this chapter of the SWZ. This means that the contracting authority will not respond to other forms of contacting it, in particular to telephone and / or personal contact at its seat.

**Chapter 14. Offer validity period.**

1. The contractor is bound by the offer until the day **2th of September 2022**. The bid validity period begins with the expiry of the bid submission deadline.
2. If the selection of the best offer does not take place before the end of the offer binding period indicated in point 1, the contracting authority, prior to the expiry of the tender validity period, asks the contractors once for their consent to extend this period for the period indicated by him, not longer than 30 days.
3. Extension of the offer validity period referred to in point 2, requires the contractor to submit a written declaration of consent to the extension of the bid validity period.

**Chapter 15. Description of the method of preparing the offer.**

1. The contractor submits an offer via the purchasing platform: **platformazakupowa.pl/pn/damon**, referred to in Chapter 11 of the SWZ.

2. **The offer and the declaration referred to in Art. 125 sec. 1 of the PPL Act**, shall be made, under pain of nullity, in electronic form (with a qualified electronic signature) or in electronic form with a trusted signature or personal signature, in accordance with art. 63 sec. 2 of the Public Procurement Law.
3. Qualified signatures used by contractors to sign all files must comply with the Regulation of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market (eIDAS) (EU) No 910/2014 - from 1 July 2016.
4. The offer as well as documents and declarations submitted by the contractor should be in Polish. The contracting authority allows the possibility of submitting an offer, statements or other documents submitted in the procedure in English.
5. The contractor bears all costs related to the preparation and submission of the offer.
6. **The contractor has the right to submit only one offer.** If the contractor submits more than one offer, the offers will be rejected pursuant to Art. 226 paragraph 1 point 3 in connection with Art. 218 paragraph. 1 of the Public Procurement Law.
7. The content of the offer must comply with the requirements of the contracting authority specified in the procurement documents pursuant to Art. 218 paragraph. 2 of the Public Procurement Law.
8. The offer is submitted on the offer form in accordance with Annex 1 to the SWZ. The size and layout of the form attached to the SWZ may be changed by the contractor, however, the content of the offer must correspond to the content of the SWZ.
9. The offer must contain a complete set of required attachments, in accordance with Chapter 20 point 1 of the Terms of Reference.
10. The offer and statements must be signed by the authorized person / persons to represent and make declarations of will on behalf of the contractor. The contractor will demonstrate to the contracting authority the authorization to submit the offer, e.g. in the case of a civil partnership it may be a civil law partnership agreement, and if the content of the partnership agreement does not indicate the appropriate authorization of a given partner or partners, for the offer to be valid, it must be signed by all partners or a partner authorized by a separate resolution of the partners, constituting an appendix to the civil partnership agreement, or by a proxy.
11. If the offer is signed by an attorney, the offer should be accompanied by a type power of attorney to represent the contractor in this procurement procedure or to represent the contractor in the procedure and conclude a contract on public procurement. The power of attorney must be submitted in an electronic form (with a qualified electronic signature) or in an electronic form with a trusted signature or a personal signature, in accordance with Art. 63 sec. 2 of the Public Procurement Law. Required, but not submitted or defective powers of attorney will be subject to supplementation under the conditions specified in Art. 128 sec. 1 of the Public Procurement Law.
12. Pursuant to Art. 219 paragraph. 2 of the PPL Act, the contractor may before the deadline withdraw the offer to submit offers. The method of withdrawing the offer is given below in the instructions on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>.
13. The maximum size of one file sent via dedicated forms for: submission, modification, withdrawal of the offer is 150 MB, while for communication the file size is maximum 500 MB.
14. The method of preparing electronic documents, statements or electronic copies of documents or statements must comply with the requirements specified in the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and submitting information and technical requirements for electronic documents and means of electronic

- communication in a public procurement or competition procedure (Journal of Laws item 2452).
15. Offer, statement, about which referred to in Art. 125 sec. 1 of the PPL Act, and the power of attorney is drawn up in electronic form, in the data formats specified in the regulations issued on the basis of art. 18 of the Act of February 17 2005 on computerization of activities of entities performing public tasks (Journal of Laws of 2020, item 346, as amended), hereinafter referred to as the "Act on computerization", subject to the formats referred to in Art. 66 sec. 1 of the PPL Act, taking into account the type of data transferred.
  16. The file formats used by the contractors should be in accordance with the announcement of the Prime Minister of 9 November 2017 on the announcement of the uniform text of the regulation of the Council of Ministers on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form, and minimum requirements for ICT systems (Journal of Laws of 2017, item 2247). The Ordering Party recommends the use of the following formats: .pdf .doc .xls .jpg (.jpeg) with particular reference to .pdf. for possible data compression, the Ordering Party recommends the use of one of the following formats: .zip, .7Z.
  17. The Ordering Party pays attention to the limitations of the size of files signed with a trusted profile, which is max. 10MB, and to the limit of the size of files signed in the eDoApp application for personal signature, which is max. 5MB.
  18. Due to the low risk of violating the integrity of the file and easier verification of the signature, the contracting authority recommends, if possible, converting the files that make up the offer to .pdf format and affixing them with a qualified PAdES signature.
  19. Files in formats other than .pdf are recommended to bear an external XAdES signature. In the case of using the external XAdES signature format, the ordering party requires the attachment of an appropriate number of files, i.e. signed data files and signature files in the XAdES format. The contractor should remember to submit the signature file together with the signed document.
  20. When signing files with a qualified electronic signature, it is recommended to use the SHA2 hash algorithm instead of SHA1.
  21. The Ordering Party recommends using a signature with a qualified time stamp.
  22. The Ordering Party recommends not to make any changes to the files after they have been signed with a qualified signature. This may result in a violation of the integrity of the files, which will be equivalent to the need to reject the offer in the procedure.
  23. According to the definition of an electronic document in Art. 3 sec. 2 of the Act on computerization, affixing a file containing compressed data with a qualified electronic signature is tantamount to signing the original document, except for copies certified, respectively, by another contractor applying jointly with him for the award of the contract, by the entity on whose capacity or situation the contractor relies, or by a subcontractor.
  24. In the case of data compression (packaging of documents), e.g. into a .zip file, it is recommended to sign each of the compressed files in advance.
  25. The Ordering Party recommends that if a file is signed by several people, the same type of signatures should be used. Signing with various types of signatures, e.g. personal and qualified, may lead to problems in file verification.
  26. The contracting authority recommends that the contractor tests in advance the possibility of correct use of the selected method of signing the offer files.
  27. It is recommended that communication with contractors takes place only on the platform via the form "Send a message to the contracting authority", not via the e-mail address.

28. The offer should be prepared with due diligence and with an appropriate period of time until the end of the acceptance of offers. It is recommended to submit an offer 24 hours before the deadline for submitting offers.

#### **INFORMATION WHICH IS A SECRET OF THE ENTERPRISE.**

29. The contracting authority informs that pursuant to Art. 74 sec. 2 point 1 of the Public Procurement Law, bids submitted in the contract award procedure, they are open to the public upon request, from the moment they are opened. Pursuant to Art. 18 sec. 3 does not disclose information which is a business secret within the meaning of the provisions of the Act of On April 16, 1993 on combating unfair competition (Journal of Laws of 2020, item 1913), if the contractor, along with the provision of such information, stipulated that it cannot be made available and demonstrated, by attaching appropriate explanations, that the proprietary information are a business secret.
30. The economic operator may not reserve the information referred to in Art. 222 paragraph 5 of the Public Procurement Law.
31. Information constituting a business secret should be submitted in a separate file. On the purchasing platform, in the offer submission form, there is a designated place for attaching the part of the offer constituting the company's secret. In the case of incorrect marking of the above-mentioned document, it may be treated as an open document, not proprietary as a trade secret.

#### **Chapter 16. How and when to submit opening of tenders.**

1. The contractor submits an offer with attachments on the purchasing platform at [platformazakupowa.pl/pn/damon](https://platformazakupowa.pl/pn/damon) on the appropriate procedure page **until 4th of August 2022 until 12:00. The opening of tenders will take place on 4th of August 2022 at 12:30.**
2. All documents required in the SWZ should be attached to the offer.
3. After completing the offer submission form and attaching all required attachments, click the "Go to summary" button.
4. The offer must be submitted in electronic form (with a qualified electronic signature) or in electronic form with a trusted signature or personal signature. In the process of submitting an offer via the purchasing platform, the contractor should sign directly on the document sent via the purchasing platform. Placing a signature on the purchasing platform at the summary stage is optional, but it allows you to verify the validity of the signature before submitting the offer.
5. The date of submitting the offer is the date of its submission in the system (purchasing platform), in the second step of submitting the offer by clicking the "Make an offer" button and displaying the message that the offer has been encrypted and submitted.
6. Detailed instructions for contractors regarding the submission, amendment and withdrawal of the offer can be found on the website at:  
<https://platformazakupowa.pl/strona/45-instrukcje>.
7. The contracting authority may change the deadline for submitting and opening tenders at any time before their expiry. The contracting authority informs the contractors about the change by posting information on the website of the procedure.
8. The contracting authority, at the latest before the opening of tenders, shall provide information on the amount that it intends to spend on financing the contract on the website of the procedure.

9. The opening of tenders takes place immediately after the deadline for submitting tenders, no later than the day after the deadline for submitting tenders.
10. Tenders will be opened using the ICT system, via the purchasing platform at the contracting authority's premises by decoding the offers submitted on the purchasing platform.
11. In the event of a failure of the ICT system, which makes it impossible to open tenders within the time limit specified by the contracting authority, the tenders are opened immediately after removing the failure.
12. The contracting authority shall, immediately after opening the tenders, make the procedure available on the website <https://platformazakupowa.pl/pn/damon> the information referred to in Art. 222 paragraph. 5 of the Public Procurement Law.
13. The information referred to in point 12 will be published on the website of the proceedings <https://platformazakupowa.pl/pn/damon> in the "Messages" section.
14. Pursuant to the PPL Act, the contracting authority is not required to openly hold the tender opening session with the participation of contractors or broadcast the opening session. by means of electronic online video transmission tools and only has this right.

#### **Chapter 17. Information on the conditions of participation in the procedure.**

1. Contractors who are not subject to exclusion under the rules set out in Chapter 18 of the SWZ and who meet the conditions specified by the contracting authority may apply for the award of the contract.
2. **The contracting authority does not specify in detail the conditions of participation in the procedure.**

#### **Chapter 18. Grounds for excluding a contractor from the procedure.**

1. Economic operators are excluded from the contract award procedure for which any of the circumstances indicated:
  - a) in art. 108 sec. 1 of the PPL Act;
  - b) in art. 7 paragraph 1 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving to protect national security (Journal of Laws of 2022, item 835).
2. In the event that contractors compete for the award of the contract jointly - the contracting authority examines whether there are grounds for excluding each of these contractors.
3. Contractor's declaration of not being subject to exclusion from the procedure - a template of the declaration of not being subject to exclusion is attached as Appendix no 2 to SWZ. In the event of joint application for the contract by contractors (also applies to partners in a civil partnership), each contractor shall submit a declaration of non-exclusion.
4. Pursuant to Art. 110 of the Public Procurement Law, a contractor may be excluded by the contracting authority at any stage of the contract award procedure.
5. The contractor is excluded in accordance with Art. 111 of the Public Procurement Law.

#### **Chapter 19. Information on the subject means of evidence.**

The contracting authority does not require the submission of the evidence in question in the present proceedings.

**Chapter 20. List of declarations and documents to be submitted by contractors in order to confirm that the conditions for participation in the procedure have been met and that there are no grounds for exclusion.**

**1. Documents and statements to be submitted with the offer:**

- 1) tender form - Annex 1 to the SWZ;
- 2) declaration on the grounds for exclusion from the procedure - Appendix no 2 to SWZ;
- 3) power of attorney / powers of attorney for the person / persons signing the offer, if the offer is signed by an attorney (if applicable).

In the case of submitting a tender by contractors jointly applying for the contract - power of attorney to represent all contractors jointly applying for the contract or other document confirming authorization to represent the contractor - the power of attorney may be drawn up according to the template constituting Annex no 4 to SWZ.

An attorney may be appointed to represent contractors in the procedure or to represent them in the procedure and conclude a contract.

2. **The contracting authority will call the contractor whose offer received the highest score to submit, within the prescribed period, not shorter than 5 days from the date of the call, valid as at the date of submission of the subjective evidence.**
3. **In order to confirm the fulfillment of the conditions for participation by the contractor in the proceedings, the awarding entity demands the following subjective means of proof**  
Not applicable.
4. **In order to confirm that there are no grounds for excluding the contractor from participation in the proceedings for the award of a public contract, the contracting authority requires the following subjective means of proof:**  
Not applicable.

**Chapter 21. Requirements for employment on the basis of an employment relationship, in the circumstances referred to in Art. 95 of the Public Procurement Law.**

Not applicable.

**Chapter 22. Requirements for the employment of persons referred to in Art. 96 sec. 2 point 2 of the Public Procurement Law.**

Not applicable.

**Chapter 23. Description of the method of the price calculation.**

1. The Contractor will specify the bid price in EURO in the Tender Form, a specimen of which is attached as Appendix 1 to the SWZ.
2. The offer price must include all costs related to the implementation of the subject of the contract in accordance with the description of the subject of the contract and the draft provisions of the contract specified in Annex no 3 to SWZ.
3. The contracting authority does not provide for the possibility of changing the price of the offer for the implementation of the subject of the contract indicated in the offer form, subject to Art. 223 paragraph 2 of the Public Procurement Law and the draft provisions of the contract constituting Annex no 3 to SWZ.
4. The bid price must be entered digitally and in words in EURO with accuracy to two decimal places (the rounding rule - below 5, the ending should be omitted, above and equal to 5 should be rounded up).

5. If an offer has been submitted, the selection of which would lead to the creation of a tax obligation for the contracting authority in accordance with the Act of March 11, 2004 on tax on goods and services (Journal of Laws of 2020, item 106, as amended), for the purpose of applying the price criterion, the ordering party shall add the amount of tax to the price presented in this offer on goods and services that he would be obliged to settle. In this case, the contractor is obliged to:
  - 1) informing the awarding entity that the selection of its offer will lead to the establishment of a tax obligation for the awarding entity;
  - 2) indication of the name (type) of goods or services, the delivery or provision of which will lead to the emergence of a tax obligation;
  - 3) indication of the value of the goods or services subject to tax liability of the ordering party, without the tax amount;
  - 4) indication of the rate of tax on goods and services, which, according to the contractor's knowledge, will be applicable.
6. Contractors bear all costs related to the preparation and submission of the offer. The awarding entity does not provide for the reimbursement of the costs of participation in the procedure.
7. **All settlements regarding the execution of the order will be made in EURO. The Ordering Party does not allow settlements in other currencies.**

**Chapter 24. Description of the tender evaluation criteria, including the weights of these criteria, and the method of evaluation of offers.**

1. The tender evaluation criteria adopted in this procedure and their meaning:

<b>CRITERION</b>	<b>CRITERION WEIGHT</b>
PRICE(C)	40%
DELIVERY TIME (D)	45%
ENERGY CONSUMPTION(FROME.)	5%
DIOXIDE EMISSIONS (DW)	5%
EMISSIONS OF POLLUTANTS (EZ)	5%

2. The method of awarding points in the criterion:

**Criterion 1 - PRICE (C):**

In the PRICE criterion, the awarding entity will award points on the basis of contractor's statements in the tender form concerning prices.

The criterion will be assessed as follows:

In this criterion, the offer may receive the maximum 40 points. Number of points in the above-mentioned the criterion will be calculated according to the formula:

$$C = (Cmin / Cof) \times 100 \times 40\%$$

where:

**Cmin**- this is the lowest price among the offers subject to evaluation;

**Cof**.- this is the price proposed in the offer assessed;

**C** - this number points obtained for the price by a given offer.

**Criterion No. 2 - DELIVERY TIME (D):**



In the DELIVERY TIME criterion, the ordering party will award points on the basis of contractor's statements in the tender form relate to delivery time (expressed in months).

The criterion will be assessed as follows:

- Up to 7 months - 45 points (%)
- From 7 to 8 months - 35 points. (%)
- From 9 to 10 months - 25 points. (%)
- From 11 to 12 months - 10 points. (%)
- From 12 to 16 months - 5 points. (%)

**Criterion No. 3 - ENERGY CONSUMPTION (ZE):**

In the ENERGY CONSUMPTION criterion, the awarding entity will award points on the basis of contractor's statements in the Offer Form regarding to Energy consumption.

The criterion will be assessed as follows:

The tender with the lowest value of energy consumption (MJ / km) will receive the highest number of points.

The remaining offers will be converted according to the formula below. The result will be treated as the point value of the offer in the "ENERGY CONSUMPTION" criterion.

$$ZE = \frac{\text{lowest the value of energy consumption from among the bids submitted}}{\text{value of energy consumption of the examined offer}} \times 5$$

The value of energy consumption calculated in accordance with the regulation of the Prime Minister of 10 May 2011 on obligatory criteria for evaluation of offers other than the price in relation to certain types of public procurement (Annex no 5 to SWZ) as the product of the fuel consumption (l / km) over the combined cycle (average value) given by contractor in the offer and the energy value specified in Annex 1 to the above-mentioned regulation.

**Criterion No. 4 - CARBON DIOXIDE EMISSION (DW):**

In the CARBON DIOXIDE EMISSION criterion, the contracting authority will award points based on the contractor's declaration in the Tender Form regarding carbon dioxide emissions.

The criterion will be assessed as follows:

The tender with the lowest carbon dioxide emissions (g / km) will receive the highest number of points, the others proportionally less. The number of points will be calculated according to the formula given below. The result will be treated as the point value of the offer in the criterion "Carbon dioxide emissions".

$$DW = \frac{\text{lowest the value of carbon dioxide emissions from among the bids submitted}}{\text{value carbon dioxide emissions of the examined offer}} \times 5$$

The value of carbon dioxide emissions expressed in (g / km) in the combined cycle (average value) provided in the offer by the Contractor, in accordance with the Regulation of the Prime Minister of May 10, 2011 on the mandatory criteria for evaluation of offers other than the price in relation to certain types of public procurement (Annex no 5 to SWZ).

**Criterion No. 5 -POLLUTANT EMISSIONS: nitrogen oxides, solid particles and hydrocarbons (EZ):**

Under the POLLUTION EMISSIONS criterion, the contracting authority will award points on the basis of the contractor's declaration in the Tender Form regarding the emission of pollutants: nitrogen oxides, solid particles and hydrocarbons.

The criterion will be assessed as follows:

The tender with the lowest emission of pollutants expressed in g / km will receive the highest number of points, the remaining ones will receive proportionally less. The number of points will be calculated according to the formula given below. The result will be treated as the point value of the offer in the "Emission of pollutants" criterion.

lowest total value of pollutant emissions:

$$EZ = \frac{\text{nitrogen oxides, particulate matter and hydrocarbons from among the bids submitted}}{\text{total pollutant emission value: nitrogen oxides, particulate matter and hydrocarbons in the examined offer}} \times 5$$

The sum of the emission values of pollutants: nitrogen oxides, particulates and hydrocarbons (g / km) given in the offer by the Contractor, in accordance with the Regulation of the Prime Minister of May 10, 2011 on the mandatory criteria for evaluation of offers other than the price for certain types of public procurement (Annex no 5 to SWZ).

The contracting authority will award points in the above-mentioned criteria on the basis of the contractor's declaration submitted in the Tender Form.

3. The evaluation of offers in terms of the criteria presented above will be made on a 100-point scale according to the formula:

$$S = C + D + ZE + DW + EZ$$

where:

S - is the sum of the points obtained;

C - it's points for the price;

D - these are points for the delivery time criterion;

ZE - these are points for the criterion of energy consumption;

DW - these are the points for the carbon dioxide emission criterion;

EZ - these are points for the pollutant emission criterion.

4. The points awarded to tenders in individual criteria will be calculated with accuracy to two decimal places. The highest number of points will determine the most advantageous offer.
5. The contracting authority will award the contract to a contractor whose offer will meet all the requirements set out in the Act and in the Specification of Technical Conditions and will be assessed as the most advantageous based on the criteria provided subject to Art. 255 point 3 of the Act PPL.

#### **Chapter 25. Information on the reservation of the possibility to apply for the award of the contract only by economic operators referred to in Art. 94 of the Public Procurement Law.**

##### **Not applicable.**

The contracting authority does not reserve the right to apply for a contract only by contractors referred to in Art. 94 of the Public Procurement Law.

#### **Chapter 26. Requirements for the deposit and security on due performance of the contract.**

The contracting authority does not require a deposit or a security for the proper performance of the contract.

**Chapter 27. Information on the anticipated contracts referred to in Art. 214 paragraph 1 items 7 and 8 of the Public Procurement Law, if the contracting authority provides for the award of such contracts.**

The contracting authority does not provide for the possibility of granting single-source procurement, referred to in Art. 214 (1) (7) and (8) of the PPL.

**Chapter 28. Information on the contractor's on-site inspection or verification of documents necessary for the performance of the contract, referred to in Art. 131 paragraph 2 of the Public Procurement Law, if the contracting authority provides for the possibility or requires the submission of an offer after a site visit or verification of these documents.**

The contracting authority does not expect to be held by contractor local vision.

**Chapter 29. Information on foreign currencies in which settlements between the awarding entity and the contractor may be made, if the awarding entity provides for settlements in foreign currencies.**

All settlements between the contractor and the ordering party will be conducted exclusively in EURO.

**Chapter 30. Information on the reimbursement of costs of participation in the procedure, if the awarding entity intends to reimburse them.**

The Awarding Entity does not provide for the reimbursement of the costs of participation in this procedure for the award of a public contract, subject to Art. 261 of the Public Procurement Law.

**Chapter 31. Information on the obligation of the contractor to perform key tasks in person, if the awarding entity makes such a reservation pursuant to Art. 60 and Art. 121 of the Public Procurement Law.**

1. Information on the obligation to perform the contract in person by individual contractors jointly applying for the contract:

The contracting authority does not reserve the obligation to personally perform by individual contractors jointly applying for the award of the contract key tasks related to contracts for construction works or services.

2. Information on the reservation of the contractor's obligation to perform key tasks in person:

The contracting authority does not reserve the obligation to personally perform by the contractor key tasks related to contracts for construction works or services.

**Chapter 32. The maximum number of economic operators with whom the awarding entity will conclude a framework agreement, if the awarding entity envisages concluding a framework agreement.**

The contracting authority does not plan to conclude a framework agreement.

**Chapter 33. Information on the envisaged selection of the most advantageous bid with the use of an electronic auction together with the information referred to in Art. 230 of the Public Procurement Law, if the contracting authority envisages an electronic auction.**

The awarding entity does not envisage selecting the most advantageous offer with the use of an electronic auction.

**Chapter 34. The requirement or the possibility of submitting offers in the form of electronic catalogs or attaching electronic catalogs to the offer, in the situation specified in Art. 93 of the Public Procurement Law.**

The Ordering Party does not allow the submission of offers in the form of electronic catalogs or the attachment of an electronic catalog to the submitted offer.

**Chapter 35. Information on formalities that should be completed after selecting an offer in order to conclude a public procurement contract.**

1. The contracting authority concludes a public procurement contract, taking into account Art. 577 of the Public Procurement Law, within not less than 5 days from the date of sending the notification about selecting the best offer, if the notification was sent using electronic means of communication, or 10 days, if it was sent in a different way.
2. The contracting authority may conclude a public procurement contract before the deadline referred to in point 1, if only one offer was submitted in the contract award procedure.
3. The contractor whose offer has been selected as the most advantageous will be informed by the contracting authority about the place and date of signing the contract.
4. The contractor referred to in point 3, is required to conclude a contract on the procurement under the conditions specified in the draft provisions of the contract, which constitute Appendix no 3 to SWZ. The contract will be supplemented with provisions resulting from the submitted offer.
5. The persons representing the contractor when signing the contract should have documents confirming their authorization to sign the contract, provided that the authorization is it will not be apparent from the documents attached to the offer.
6. In the case of selecting the offer submitted by contractors jointly applying for the award of a contract, the contracting authority may request, prior to concluding the contract, that the contract regulating the cooperation of these contractors be presented. Such a contract must specify the parties to the contract, the purpose of the action, the method of cooperation, the scope of work to be performed by each of them, joint and several liability for the performance of the contract, indication of the duration of the consortium (including the period of performance of the subject of the contract, guarantee and warranty), exclusion of the possibility of termination of the consortium contract by any of its members until the contract is performed.
7. In the event that the contractor whose offer has been selected as the most advantageous, refrains from concluding a public procurement contract or fails to provide the required security for the proper performance of the contract, the contracting authority may re-examine and evaluate the offers from among the offers of the contractors remaining in the procedure and select the most advantageous offer or cancel the proceedings.

**Chapter 36. Letter of legal protection measures.**

1. Legal remedies are available to the contractor, as well as to another entity, if he has or had an interest in obtaining the contract and has suffered or may suffer damage as a result of the contracting authority's breach of the provisions of the PPL Act.
2. The appeal may be appealed against:
  - 1) activity of the ordering party inconsistent with the provisions of the PPL 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 awarding entity was obliged under the PPL Act.

3. The appeal shall be submitted to the President of the National Appeal Chamber in writing, or in electronic form or in electronic form with a trusted signature.
4. The decision of the National Appeals Chamber and the decision of the President of the National Appeals Chamber referred to in art. 519 paragraph 1 of the Public Procurement Law Act, the parties and participants of the appeal proceedings are entitled to a complaint to the court. The complaint is lodged with the District Court in Warsaw through the President of the National Appeal Chamber.
5. Detailed information on legal remedies is provided in Section IX Legal remedies of the Public Procurement Law.

**List of attachments:**

<b>Appendix 1</b>	Offer form
<b>Appendix 2</b>	Statement on the grounds for exclusion from the procedure
<b>Appendix 3</b>	The draft terms of the contract
<b>Appendix 4</b>	Power of attorney - in the case of contractors jointly applying for a public contract
<b>Appendix 5</b>	Regulation of the Prime Minister of May 10, 2011. on mandatory tender evaluation criteria other than the price for certain types of public procurement