Appendix 1 to the SWZ

**OFFER FORM**

|  |
| --- |
| **Contractor data \*:**  .................................................. .........  .................................................. ..........  .................................................. ..........  (name and address of the contractor)  Correspondence address, if different from the above:  ………………………………………………………  ………………………………………………………  \* in the case of an offer submitted by a consortium, data on the leader and partner of the consortium should be provided separately  In response to a contract notice in a public procurement procedure conducted under the basic procedure without negotiations **for the delivery of a passenger car upper class, case no 20/ZP/22,** we offer the performance of the order to the full extent specified in terms of reference (SWZ) and in accordance with the following conditions:  **We offer a upper class car:**  **MARK**………………………...  **MODEL**………………………...  **YEAR OF PRODUCTION**…………….  **Criterion PRICE (C)**  **For price gross(net)**…………………..…….…EURO  (in words EURO:………………………………………………………………………………………………),  ***Attention:*** *at the servant is intended for official use by the armed forces of the state that is a party to the North Atlantic Treaty, which he represents Purchaser and is exempt from VAT. Legal basis: Article 151 Directive 2006/112 / EC and Article 15 par. 10 Directive 77/388 / EEC.*  ***In the event that the contractor does not indicate prices, Purchaser will decline the offer.***  **The DELIVERY TIME criterion (D)**  **We testify that We will deliver car with in:**  up to 7 months  from 7 to 8 months  from 9 to 10 months  from 11 to 12 months  from 12 to 16 months\*  \* mark the offered date  ***If you do not choose any of the above options, or choose more than one, the contracting authority will assume that in contractor offered a term from 12 to 16 months and will award 0 points in above criterion.***  **ENERGY CONSUMPTION Criterion (ZE)**  **We testify that Energy consumption of the offered car is:............................ l / km**  ***Attention:*** *size energy consumption should be provided in accordance with the ordinance of the Prime Minister of May 10, 2011 on the mandatory criteria for evaluation of tenders other than the price for certain types of public procurement (Journal of Laws of 2011, No. 96, item 559), measured according to the established procedure for the purposes of type-approval tests, and in the case of vehicles not covered by this procedure - defined according to another method of measuring fuel consumption or electricity consumption, ensuring the comparability of offers; if the contractor does not have precise data in this regard, he should fill in the box with "no data".*  ***In the event that the contractor does not indicate energy consumption, the contracting authority will award 0 points in the above-mentioned criterion.***  **Carbon dioxide EMISSION criterion (EDW)**  **We declare that emission carbon dioxide "EDW" of the offered car is:.......................g / km**  ***Attention:*** *size carbon dioxide emissions should be provided in accordance with the ordinance of the Prime Minister of 10 May 2011 on obligatory criteria for evaluation of offers other than the price in reference to for certain types of public procurement (Journal of Laws of 2011, No. 96, item 559), measured according to the procedure established for the purpose of type-approval tests, and in the case of vehicles not covered by this procedure - specified according to another method of measuring emissions, ensuring the comparability of offers; if the Contractor does not have precise data in this regard, he should fill in the box with "no data".*  ***In the event that the contractor does not indicate the emission of carbon dioxide emission, the contracting authority will award 0 points in the above-mentioned criterion.***  **Criterion EMISSION OF POLLUTANTS (EZ)**  **We declare that the emission of "EZ" pollutants of the offered car is:**  **...................g / km**  ***Attention:*** *The amount of pollutant emissions (expressed in total by nitrogen oxides, particulate matter and hydrocarbons (non-methane)) should be provided 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 some types of public procurement (Journal of Laws of 2011, No. 96, item 559), measured according to the established procedure for the purposes of type-approval tests, and in the case of vehicles not covered by this procedure - specified according to another emission measurement method, ensuring the comparability of offers; if the Contractor does not have precise data in this regard, he should fill in the box with "no data".*  ***In the event that the contractor does not indicate emissions pollution, the contracting authority will award 0 points in the above-mentioned criterion.***  *(according to the provisions contained in chapter 24 of SWZ- Description of the tender evaluation criteria, including the weights of these criteria and the method of evaluation of the offers).* |
| 1. **DECLARATIONS:** 2. **I declare / We declare** that I have fulfilled the information obligations provided for in art. 13 or art. 14 of the GDPR (1)) to natural persons from whom personal data is provided directly or indirectly acquired / acquired in order to apply for a public contract in this procedure (2).   Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) (Journal of Laws UE L 119 of 04.05.2016, p. 1).   1. Where the contractor does not provide personal data other than directly concerning him or there is an exemption from the application of the information obligation, pursuant to art. 13 sec. 4 or article. 14 sec. 5 GDPR, the contractor does not submit the content of the declaration (removing the content of the declaration, e.g. by deleting it). 2. Pursuant to Art. 225 of the act PPL we inform you that, in accordance with the provisions on tax on goods and services, the selection of my / our offer (check the appropriate square):   **it will not** lead to a tax obligation for the contracting authority  **will be** lead to a tax obligation on the part of the contracting authority in the following dimensions:     |  |  |  | | --- | --- | --- | | Name (type) of goods or services which they will provide or perform until the tax obligation arises | Value of the goods or services subject to the taxpayer's tax liability, excluding the tax amount | Goods tax rate and services that according to with the knowledge of the contractor, will apply. | |  |  |  | |  |  |  |  1. **I declare / We declare\*,** that when performing the contract covered by the procedure (select the appropriate square):   **I do not intend to** entrust any part of the contract to subcontractors  **I intend** entrust the following parts of the contract to subcontractors:   |  |  |  |  | | --- | --- | --- | --- | | **L.p.** | **Name / company, address of the subcontractor**  (if known at the date of the offer) | **Entrusted activities**  (please indicate / specify the entrusted scope) | **Remarks** | |  |  |  |  | |  |  |  |  |   ***Attention:*** *In the event that the contractor does not fill in these data or selects "I do not intend to subcontract any part of the contract", the contracting authority will assume that the contractor intends to perform the entire contract without the participation of subcontractors.*   1. **I declare / We declare\***, that this offer is consistent with the subject of the contract and the content of the STC**.** 2. **I declare / We declare\*,** that I have read / become acquainted with the terms contained in in the SWZ along with all changes, additions and updates as well as other attached documents and we / we accept them without reservations. 3. **I declare / We declare\*,** that I / we took into account the changes and additional arrangements resulting during the procedure for awarding this public contract, constituting an integral part of the SWZ, specified in all letters / documents submitted / made available by the awarding entity. 4. **I declare / We declare\*,** that I have obtained the necessary information to prepare an offer. 5. **I declare / We declare**\*, that I / we are bound with this offer for the period specified by the ordering party in the SWZ. 6. **I declare / We declare\*,** that I / we accept the draft provisions of the contract constituting an attachment to the SWZ and if my / our offer is selected, I / we undertake to sign it in the form presented in the SWZ (with taking into account the changes and additional arrangements resulting during the procedure for awarding this public contract) and at the place and time specified by the contracting authority.   The person authorized to contact the contracting authority in matters relating to the performance of the contract is: ..................................... ................. e-mail: ……… ... …………. phone / fax: ............. .............................   1. **I / we declare**\*, that we accept the payment terms specified in the draft provisions of the contract. 2. **I declare / We declare\*,** that I / we guarantee the performance of the subject of the contract with due diligence, taking into account all the required regulations and we accept responsibility resulting from the type of services provided, provided for in the provisions of civil law and criminal law. |
| 1. **SECRET OF THE ENTERPRISE.**   **I / we declare\*,** that this offer (mark the appropriate square):  **do not contain**  contains  information and which constitute a business secret, within the meaning of Art. 11 sec. 2 of the Act of April 16, 1993 on combating unfair competition (Journal of Laws of 2020, item 1913).  Below, I enclose a relevant justification for the reservation of information constituting a trade secret. \*  List of restricted documents / information:   * …………… ..   \* if not applicable, delete |
| * + 1. **TYPE OF CONTRACTOR \***(check the appropriate box):   microenterprise  small enterprise  medium-sized enterprise  sole proprietorship  a natural person who does not conduct business activity  different kind  \*tick as appropriate - Commission Recommendation of 6 May 2003 on the definition of micro and small enterprises and medium-sized enterprises (OJ L 124, 20.5.2003, pp. 36-41). In the case of a consortium, the required information must be provided for the consortium leader.  Micro enterprise: the enterprise has fewer than 10 employees and its annual turnover (and / or its annual balance sheet total) does not exceed EUR 2 million.  Small enterprise: enterprise which employs fewer than 50 persons and whose annual turnover and / or annual balance sheet total does not exceed EUR 10 million.   * Medium-sized enterprises: enterprises that are not micro or small enterprises,  which employ fewer than 250 persons and have an annual turnover not exceeding EUR 50 million or an annual balance sheet total not exceeding EUR 43 million. |
| 1. **ATTACHMENTS:**   The attachments to the offer form are:   1. Statement on the grounds for exclusion from the procedure- according to Annex 2 to the SWZ. 2. Power of attorney in the case of entities acting jointly - according toof Annex 4 to SWZ (if applicable). \* 3. Power of attorney to represent the contractor in the case of signing the offer by persons not listed in the excerpt from the relevant register (if applicable). \*   … …………………………………………………………  \* if not applicable, delete or delete |
| CAUTION:   1. The Ordering Party recommends saving the document in .pdf format before signing 2. **The offer form must be signed by the authorized person or persons to represent the contractor with a qualified electronic signature or a trusted signature or a personal signature.** |

Annex 2 to SWZ

**PURCHASER:**

Ministry of National Defence

al. Independence 218

00-911 Warsaw

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

Administrative and Economic Department Brussels

Boulevard Leopold III

1110 BRUSSELS

BELGIUM

THE CONTRACTOR:

…………………………………………………………………

*(full name / company, addressand also depending on the entity: NIP / PESEL, KRS / CEiDG)*

**represented by:**

…………………………………………………………………

*(name, surname, position / basis for representation)*

**CONTRACTOR'S STATEMENT**

**submitted on the basis of art. 125 sec. 1 of the Act of September 11, 2019 Public Procurement Law (hereinafter referred to as the Public Procurement Law)**

**REGARDING THE GROUNDS FOR EXCLUSION**

For the purposes of the public procurement procedure conducted under the basic procedurewithout negotiation pursuant to Art. 275 point 1 of the Public Procurement Law**for the delivery of a higher class passenger car, case number 20/ZP/22**, I declare as follows:

**DECLARATIONS RELATING TO THE CONTRACTOR:**

1. I declare that I am not subject to exclusion from the procedure pursuant to Art. 108 (1) of the Public Procurement Law.
2. I declarethat I am not excluded from the procedure pursuant to Art.7 sec. 1 of the act  
   of April 13, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security (Journal of Laws of 2022, no.  
   item 835).

I declare that there are grounds for exclusion from the proceedings against me on the basis of  
art. …………. of the Public Procurement Law*(specify the applicable grounds for exclusion from among those listed in Article 108 (1) (1, 2, 5) of the Public Procurement Law).* At the same time, I declare that in connection with the above-mentioned circumstance, pursuant to art. 110 sec. 2 of the Public Procurement Law, I have taken the following corrective measures:

………………………………………………………………………………………… .. ………………… ....... .... ……………

**DECLARATION CONCERNING THE INFORMATION PROVIDED:**

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

CAUTION:

1. In the case of contractors jointly applying for the award of the contract, the requirement to submit this declaration applies to each of the contractors
2. The Ordering Party recommends saving the document in .pdf format before signing
3. The document must be completed and signed(it is recommended to signan eligible electronic signature).

Annex no3to SWZ

**PROJECT PROVISIONS OF THE CONTRACT**

**§ 1.**

1. The subject of the contract is the delivery of a higher-class passenger carto meet the transport needs of the Director of the International Military Staff:

Brand: …………… ..,Model: ……………., hereinafter referred to as the "subject of the contract".

1. Descriptionthe subject of the contract is included in Annex 1 to the contract(attachment consistent with the content of Chapter 6 of the ToR).
2. The contractor will deliver the subject of the contract to the address ……….… and beforewill notify the ordering party about the date of receiptwith at least…. -days in advance.
3. The contractor will provide a guarantee for the object of the contractin accordance with Annex 1 to the contract.
4. He ordersIcy reserves the right to use the resulting rightsandwith warranty during the warranty period.
5. The ordering party is authorized to accept the subject of the contract in terms of quality, immediately after its delivery.
6. In the event of defects in the delivered subject of the contract, the contracting authority will submitComplaints  
   in writing on time…. days from the date of receipt of the subject of the contract.
7. The Contractor undertakes to answer the submitted complaint, at the latestlater within ... days from the date of its submission, and after the ineffective expiry of this period, the complaint will be considered  
   as fully accepted as requested, ordericy.

**§ 2.**

1. Peopleappointed to consult on substantive matters and coordinate cooperation and control the course of contract implementationon the part of the ordering party are:
2. Paweł SAŁBUT, tel. 0032 476 582 279, e-mail: plmilrep.adm@mon.gov.pl

or

1. Jarosław KOSECKI, tel. 0032 475 50 15 41, e-mail: j.kosecki@ron.mil.pl
2. Person/ ami appointed to consult on substantive matters and coordinate cooperation and control the course of the contracton the part of the contractor is/are:

…………… .., tel. ……………… .., e-mail: ……………………………….

**§ 3.**

The parties agree on the date of the contract **down…months from the date of conclusion of the contract** *(the contract completion date will be determined on the basis of the contractor's declarationcomplexin the Offer Form, however, it will not be longer than 16 months from the date of the contract).*

**§ 4.**

* + 1. The contracting authority shall pay the contractor amounts for the delivered subject of the contractęin the amount of:**………… .. EURO** gross (net),(in words EURO: ……………… ..),including 0 EURO VAT, in accordance with Annex 2 to the contract - Contractor's Offer Form.
    2. The gross price referred to in paragraph 1 includes all companion costsfor the performance of the contract, including all taxes, fees and other price-generating elements.
    3. Purchaserwill make a payment fordelivered subject of the contracton the basis of an invoice issued by the contractor(without VAT)on the Administrative Department of the Ministry of DefenseNarodowa, al. Niepodległości 218, 00-911 Warsaw, Poland.
    4. Payment for the invoice will be made to the contractor's account ………………………… within 14 days from the date of receipt of the invoice, inbased on a fault-free protocol signed by both parties the collection referred to in § 1 clause 6 of the contract.
    5. The payment date is considered to be when the transfer order is submitted to the ordering bank.
    6. The Contractor declares that he will deliver the invoice:

1. in paper form with the required attachments to the following address: Administrative Department of the Ministry of National Defense, 00-911 Warsaw, al. Independence 218, Poland.\*
2. in electronic form with the required attachments, provided that they are sent to the following address: ……………………………. (indicated by the contracting authority), \*
3. in the form of a structured electronic invoice with the required attachments, provided that it is sent to the following address: .............................. .. \*

\* the parties agree on the method of delivering invoices to the ordering party before concluding the contract

* + 1. If the contractor uses PEF, the contractor is obliged to include in a structured electronic invoice the elements required by the Act of March 11, 2004 on tax on goods and services, and additionally provide information on the recipient of the payment and indicate the public procurement contract to which the invoice relates.
    2. In the event of a change in the form of delivery of invoices, the contractor undertakes to notify the contracting authority's representative (sent in writing, by fax or e-mail), referred to  
       in §2 paragraph 1 point 1 or 2, at least 7 calendar days prior to the delivery of invoices.
    3. *The contracting authority if the contractor is registered as an active taxpayer  
       from the goods and services will pay the remuneration using the split payment mechanism, i.e. in the manner indicated in art. 108a paragraph. 2 of the Actof March 11, 2004 on tax on goods and services.*
    4. *The contractor's remuneration will be made in EURO and all payments will be made in this currency.*
    5. *The contractor declares that:*

1. *is not\*is a taxpayerVAT*
2. *the competent tax office for him is. …………………*

*\* (delete as appropriate)*

* + 1. *The Contractor declares that the indicated in section4 the account number was disclosed in the list of entities registered as VAT taxpayers, unregistered and crossed out and restored to the VAT register kept by the Head of the National Revenue Administration (hereinafter: "White List") and that the bank account number indicated in all invoices that will be issued in his name, is the bill for which they agree  
       with Chapter 3a of the Act of August 29, 1997.- Banking Law, a VAT account is kept.*
    2. *In the event of a discrepancy between the invoice indicated on the invoice and the indicated invoice  
       on the "White List", the ordering party is entitled to settle the paymentto the account indicated in the "White List", as the contractor's account. Payment to the account indicated in the "White List", as the contractor's account, results in the termination of the contracting authority's obligation towards the contractor.*
    3. *If the contractor's bank account is not disclosed on the "White List", the contracting authority will be entitled to pay the remuneration to the account indicatedin the invoice, however  
       with the simultaneous fulfillment of the obligations arisingfrom legal provisions, including notifications of criminal and fiscal administration bodies.*
    4. *If the contracting authority incurs any costs as a result of incorrectly specifying the bank account number, the contractor will pay the contracting authority compensation in the amount of costs incurred by the contracting authority in connection withwith incorrect indication of the bank account number.[[1]](#footnote-1)*

**§ 5.**

* 1. The contractor will pay With who amends contractual penalties:
     1. in the amount of 20% of the gross value of the contract referred to in §4paragraph1contracts,  
        in the event of termination of the contract with immediate effect or withdrawal  
        without setting an additional date by the contracting authority, for reasons attributable to the contractor;
     2. in the amount of 20% of the gross value of the contract referred to in §4paragraph1contracts,  
        in the event of termination / withdrawal from the contract by the contractor for reasons attributable to him;

1. The ordering party has the right to withdraw from the contract without setting an additional date or termination with immediate effect and with the consequences referred to in paragraph 1, point 1, when the contractor improperly performs its contractual obligations. The ordering party may exercise the right to withdraw from the contract up to 30 days after the date on which the circumstances giving rise to the withdrawal or termination of the contract occurred.
2. The termination of the contract with immediate effect must be in writing with justification.
3. The contracting authority reserves the right to claim damages in the amount exceeding the amount of contractual penalties on general terms specified in the Act of  
   April 23, 1964 Codecivil (Journal of Laws 2020, item 1740with later d.),hereinafter referred to as the "Civil Code".
4. The contracting authority reserves the right to deduct the charged contractual penalties directly  
   from the contractor's invoice.
5. The contracting authority may also withdraw from the contract in the cases and within the time limit referred to in Art. 456 of the Public Procurement Law.
6. The total amount of contractual penalties calculated under this agreement will not exceed  
   30% of the gross value of the subject of the contract referred to in §4paragraph1the contract.
7. Penalties may be charged separately for each title. The accrual or payment of one penalty does not consume other penalties, even in the case of charging or paying a penalty for withdrawing from the contract.
8. Either party may terminate this agreement upon 30 days' notice.

**§ 6.**

1. The contracting authority provides for the possibility of changing the provisions of the contract concluded with the selected contractor in the event of a change of the indicated personsin §2paragraph 1 and 2to consult on substantive matters and coordinate cooperation and control the course of contract implementation.
2. When changes need to be madepeople,about whoychreferred to in paragraph 1 with telephone numbers,fax, addresse-mail, etc., this change does not constitute a change to the terms of the Agreement that requires an annex, but must be entered in writing.
3. *The contracting authority will change the provisions of the contract in the event of a change in the VAT rate. It is allowed to change the contract in the scope of the VAT amount and the gross remuneration amount referred to in § 8 section 1 and sec. 2 of this contract. The amount of remuneration due to the contractor for the performance of the contract will change in the period from the effective date of the amended tax rate, and the change will only apply to that part of the contractor's remuneration to which the amended rate should be applied in accordance with the provisions of law. The change of remuneration will consist in adding / subtracting to / from the net price the VAT amount calculated according to the changed VAT rate.*
4. *The contracting authority provides for the possibility of changing the provisions of the contract in the event of a change:*
5. *the amount of the minimum remuneration for work determined on the basis of art. 2 clause 3 - 5 of the Act of 10 October 2002 on the minimum remuneration for work (Journal of Laws of 2020, item 2207, i.e.) with regard to the remuneration due to the contractor - if this change will affect the cost of performing the contract by the contractor;*
6. *the rules of being subject to social insurance or health insurance or the amount of the social or health insurance premium rate - if this change will have an impact on the cost of contract performance by the contractor;*
7. *the principles of collecting and the amount of contributions to employee capital plans referred to in the Act of October 4, 2018 on employee capital plans (Journal of Laws of 2020, item 1342, i.e.) - if this change will affect the cost of implementation orders by the contractor.*
8. *In the case of changes referred to in paragraph 4, the rules for introducing changes to the amount of remuneration due to the contractor, specified in the provisions of para. 6 - 11.*
9. *The economic operator may submit to the contracting authority a written request to amend the contract at the earliest on the date of entry into force of the provisions introducing the changes referred to in para. 4. The application should contain a proposal to amend the contract with regard to the amount of remuneration, along with its justification, and the documents necessary for the awarding entity to assess whether the changes referred to in para. 4, have or will have an impact on the costs of performance of the contract by the contractor and to what extent the changes in these costs justify a change in the amount of the contractor's remuneration specified in this contract,  
   in particular:*
10. *principles adopted by the contractor for calculating the amount of contract performance costs and assumptions as to the amount of the current and future contract performance costs, along with documents confirming the correctness of the assumptions,*
11. *demonstration of the impact of the changes referred to in paragraph 4, for the amount of the contract performance costs by the contractor,*
12. *detailed calculation of the proposed changed amount of the contractor's remuneration and demonstration of the adequacy of the proposal to the change in the amount of contract performance costs by the contractor.*
13. *Within 30 days of receiving the application referred to in para. 6, the contracting authority may request the economic operator to supplement it by providing additional explanations, information or documents (originals for inspection or copies certified to be true to the originals).*
14. *The contracting authority will provide the contractor with a reply within 30 days of receiving the complete application.*
15. *If the contracting authority accepts the contractor's request, the Parties will take steps to agree on the content of the annex to the contract and to sign it. The change in the contractor's remuneration will apply to part of the subject of this contract, made after the date of the annex.*
16. *The contracting authority may submit to the contractor a request to amend the contract, in the event ofissuing regulations introducing the changes referred to in para. 4. The application should contain at least a proposal to amend the contract with regard to the amount of remuneration and a reference to changes in regulations.*
17. *Before submitting the application referred to in para. 10, the contracting authority may request the economic operator to provide information or provide explanations or documents (originals for inspection or certified true copies) necessary for the awarding entity to assess whether the changes referred to in para. 4, have or will have an impact on the costs of performance of the contract by the contractor and to what extent the changes in these costs justify a change in the amount of remuneration. The type and scope of this information will be specified by the contracting authority. Provisions of sec. 7-9 shall apply mutatis mutandis, however, the contractor is obliged in each case to take a written position within 30 days from the date of receipt of the request from the contracting authority.*
18. *Any change in the amount of the contractor's remuneration requires an annex to be made in writing or in electronic form with a qualified electronic signature, otherwise null and void.[[2]](#footnote-2)*
19. Any changes, additions, withdrawal and any declarations of the parties made in connection with the performance of the contract,require the consent of both partiesexcept for the specified change  
    in paragraph 1, for which mutual consent is not required.
20. Any changes to this agreement require a written form under pain of nullity.
21. The contracting authority reserves the right to withdraw from the contract in the event of a material change in the circumstances making the performance of the contract not in the public interest, which could not be foreseen at the time of concluding the contract. Withdrawal from the contract may take place within 30 days of becoming aware of these circumstances, in accordance with art. 456 of the act.

**§ 7.**

1. The parties undertake to implement the information obligation towards persons designated for representation and contact, as well as persons who will physically perform the service,  
   referred to in art. 14 sec. 1 and 2 of the GDPR.
2. This obligation will be performed orally during the first contact with a given person through the contractor who, on behalf of the Ministry of National Defense, will provide the information referred to in Art. 14 sec. 1 and 2 GDPR to its employees.
3. The content of the information obligation will constitute Appendix no3 to the contract - GDPR, information clause.

**§8.**

The contractor and its subcontractors may not hire or commission soldiers and employees of the Ministry of National Defense, regardless of the form of the legal relationship, to perform any activities related to the implementation of the subject of the contract.

**§ 9.**

1. Any changes to the conditions specified in the contract may only be made if they comply with the provisions of the Public Procurement Law.
2. In matters not covered by the contract, the relevant provisions shall applyPolish,  
   especiallyOf the Civil Code, the Code of Civil Procedure and the ActPzp.
3. Any disputes that may arise in connection with the performance of the contract, the parties will be resolved by common courts having jurisdiction over the seat of the contracting authority.
4. The contract was drawn up in six copies, in three identical copies in English and in three identical copies in Polish.
5. The language of the contract is Polish.

**§ 10.**

The following annexes constitute an integral part of this contract:

1. Appendix 1 -Description of the subject of the contract;
2. Annex no. 2 -Offer formcontractors,
3. Annex no3-Template of the GDPR information obligation.

Annex No. ... to the Agreement No. .................. ..

**The fulfillment of the information obligation referred to in Art. 14 sec. 1 and sec. 2 GDPR against persons designated for representation and contact, as well as persons who will physically perform the service.**

Acting pursuant to Art. 14 sec. 1 and 2 of the GDPR, I would like to inform you that: the administrator of personal data is the Minister of National Defense / the Ministry of National Defense with its seat in Warsaw, at al. Niepodległości 218, tel. 22 628 00 31.

The administrator has appointed a Data Protection Officer who can be contacted by e-mail to the following address: 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".

Your personal contact / business / identification data has been obtained from …………………with headquarters in……………………and will be processed in order to perform the contract No. .................. .. of ...............

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

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

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

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

**The data subject has the right to:**

* access to personal data; demand their rectification; processing restrictions, in the cases listed in the GDPR,
* file a complaint to the President of the Personal Data Protection Office (address: 00-193 Warsaw, ul. Stawki 2).

**The data subject is not entitled to:**

* to transfer data, delete data and the right to object.

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

Annex 4 to the SWZ

**POWER OF ATTORNEY(pattern)**

**to represent contractors jointly applying for contracts**

**- Art. 58 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 "Public Procurement Law"**

1. ……………………… .. ………. ……. with headquarters in .................., at ………………… ..,

/ enter the name of the contractor No. 1 /

represented by authorized persons:

1. ………………………………………… ..
2. ………………………………………….

2 \*. ………………. ………………. …………. with headquarters in .................., at …………… ..,

/ enter the name of the contractor No. 2 /

represented by authorized persons:

1. ………………………………………… ..
2. …………………………. ……………….

jointly referred to as the contractor, jointly applying for the award of a public contract  
**for the delivery of a higher class passenger car,case no 20/ZP/22*,***and hereby agreeing to jointly bear the related joint and several liability pursuant to Art. 445 of the Public Procurement Law, we appoint our plenipotentiary as the leader of the consortium: …………………./ enter the contractor who is appointed as an attorney /

in meaning *art. 58 (2) of the Public Procurement Law*, and we grant power of attorney to \*\*:

1. signing and submitting the offer with attachments on behalf of contractors;
2. representing the contractor, as well as each of the above-mentioned contractors separately,  
   in the public procurement procedure;
3. make any statements on behalf of contractors in the course of the procedure  
   and performing activities provided for by law and submitting other statements in connection with the procedure, including asking questions, submitting explanations regarding the content of the offer and other documents submitted by contractors  
   in connection with the proceedings;
4. conducting correspondence related to the proceedings;
5. submit, on behalf of contractors, the legal remedies they are entitled to in the proceedings, as well as submit a declaration of joining the appeal filed by another contractor in the proceedings;
6. filing pleadings on behalf of contractors in the proceedings before the President of the Public Procurement Office, the National Chamber of Appeal at the President of the Public Procurement Office and the District Court;
7. representing contractors at the meeting and at the hearing before the National Appeal Chamber at the President of the Public Procurement Office and before the District Court;
8. concluding a public procurement contract being the subject of the procedure on behalf of economic operators;
9. representing contractors in the course of contract performance.
10. ………………………………………………………………………………………………………………. ………………… ……….

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

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

1. For: ……………………………………………….

/ enter the name of the contractor No. 1 /

2 \*. Behind: …………………………………………………

/ enter the name of the contractor No. 2 /

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

\*\*Purchaserrequires that the appropriate scope of the authorization be marked out

CAUTION:

* + - 1. The Ordering Party recommends saving the document in .pdf format before signing
      2. The document should be completed and signed with an eligible electronic signature or a trusted signature or a personal signature by all authorized representatives of contractorscommonnot applicantsę for the award of the contract.

Appendix 5 to the SWZ

**Journal of Laws No. 96** **- 5662 -** **Item 559**

**559**

**REGULATION OF THE PRESIDENT OF THE COUNCIL OF MINISTERS**

**of 10 May 2011**

**on mandatory tender evaluation criteria for certain offers other than price types of public procurement1)**

**Based on Article. 91 paragraph. 8 of the Act of**

**January 29, 2004 - Public Procurement Law (Journal of Laws of 2010, No. 113, item 759, as amended2)) the following is ordered:**

* + **1. The ordinance specifies, other than the price, the obligatory evaluation criteria for offers with regard to public procurement for the purchase of category M and N motor vehicles, referred to in Annex 1 to the ordinance of the Minister of Infrastructure of October 24, 2005 on the type approval of motor vehicles and trailers (Journal of Laws No. 238, item 2010, of 2006, No. 205, item. 1512 and of 2008, No. 29, item. 166), which are not special vehicles, hereinafter referred to as "M and N motor vehicles ".**
  + **2. The provisions of the ordinance shall not apply to public procurement for the purchase of category M and N motor vehicles, if the specification of essential terms of the contract specifies the technical requirements of the vehicle relating to the factors referred to in § 3.**
  + **3. The criteria for evaluating offers with regard to public procurement for the purchase of motor vehicles of categories M and N are:**

1. **energy consumption;**
2. **the amount of energy consumed, measured according to the procedure established for the purpose of type-approval tests, and in the case of vehicles not covered by this procedure - specified according to another method of measuring fuel consumption or electricity consumption, ensuring the comparability of offers;**
3. **the amount of carbon dioxide emissions, measured according to the procedure established for the purpose of type-approval tests, and in the case of vehicles not covered by this procedure - specified according to another method of measuring emissions, ensuring the comparability of offers;**
4. **the amounts of emissions of nitrogen oxides, solid particles and hydrocarbons (non-methane or their sums) expressed in total or separately, measured according to the procedure established for the purposes of approval tests, ensuring the comparability of offers.**

**§ 6. 1. The energy values of engine fuels are set out in Annex 1 to the Regulation.**

**2. Unit costs of carbon dioxide emissions**

**and pollutants are specified in Annex 2 to the regulation.**

1. **carbon dioxide emissions;**
2. **emissions of pollutants: nitrogen oxides, solid particles and hydrocarbons.**
   * **4. The criteria for evaluating the offers referred to in § 3 shall be expressed as:**
3. **the amount of energy consumption and emissions of carbon dioxide and pollutants, or**
4. **monetary value reflecting the costs of energy consumption and the costs of carbon dioxide and pollutant emissions during the life cycle of the motor vehicle, calculated in accordance with the methodology set out in § 7-9.**
   * **5. In the case referred to in § 4 point 1, the contracting authority, when evaluating the offers, takes into account in particular:**

**1)This regulation implements Directive 2009/33 / EC of the European Parliament and of the Council of 23 April 2009 on the promotion of clean and energy-efficient road transport vehicles (OJ L 120 of 15.05.2009, p. 5).**

**2)Amendments to the uniform text of the aforementioned Act were announced in the Journal Of Laws of 2010, No. 161, item 1078 and no.182, item. 1228 and of 2011 No. 5, item 13, no.28, item. 143 and no.87, item. 484.**

1. **Vehicle mileage during the entire life cycle kowania are specified in Annex 3 to the regulation.**
   * **7. 1. The monetary value reflecting the costs of energy consumption is the product of the vehicle mileage assumed by the contracting authority or determined on the basis of Annex 3 to the Regulation, energy consumption and the monetary value per unit of energy.**
     1. **Energy consumption expressed in megajoules per ki-lometer is:**
2. **for electric and plug-in hybrid cars, the amount of electricity consumed, determined in accordance with**
   * **5 point 1;**
3. **for other motor vehicles, the product of fuel consumption, determined in accordance with § 5 point 1, and the energy value of the fuel.**
   * 1. **Fuel consumption is expressed for liquid fuels**

**in liters per kilometer and for gaseous fuels in normal cubic meters per kilometer.**

**4. A uniform monetary value for one**

**the amount of energy expressed in PLN per megajoule, which is the lower of the costs per one megajoule of energy obtained from gasoline or diesel fuel before tax.**

**Journal of Laws No. 96** **- 5663 -** **Item 559**

* **8. 1. The monetary value reflecting the costs of carbon dioxide emissions is the product of the vehicle mileage assumed by the contracting authority or determined on the basis of Annex 3 to the Regulation, the amount of carbon dioxide emissions for a given vehicle and the unit cost of carbon dioxide emissions determined on the basis of Annex 2 to the Regulation. .**

1. **The cost of a particular pollutant accounts for the product of the vehicle mileage assumed by the contracting authority or determined on the basis of Annex 3 to the Regulation, the emission level of a given pollutant for a given vehicle and the unit cost of pollutant emission determined on the basis of Annex 2 to the Regulation.**

**3. The amount of pollutant emissions, determined in accordance with**

1. **The amount of carbon dioxide emissions specified pursuant to § 5 point 2, it is expressed in grams per kilometer.**

* **9. 1. The monetary value reflecting the costs of polluting emissions is the sum of the costs of each of the pollutants listed in § 3 point 3.**

**not from § 5 point 3, is expressed in grams per kilometer.**

* **10. The Regulation shall enter into force 14 days from its publication.**

**Prime Minister:*D. Tusk***

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  | **Annexes to the Regulation of the Prime** | |  |
|  |  |  |  |  | **Minister of 10 May 2011 (item 559)** | |  |
|  |  |  |  |  |  | **Appendix 1** |  |
|  | **ENERGY VALUES OF MOTOR FUELS** | | |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  | **Fuel** | |  |  | **Value** |  |
|  |  |  |  | **energetic\*** |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Diesel** |  |  |  |  |  | **36 MJ / l** |  |
| **Gas** |  |  |  |  |  | **32 MJ / l** |  |
| **Natural gas or biogas** |  |  |  |  |  | **33-38 MJ / Nm3** |  |
| **Liquefied gas (LPG)** |  |  |  |  |  | **24 MJ / l** |  |
| **Ethanol** |  |  |  |  |  | **21 MJ / l** |  |
| **Biodiesel - fatty acid methyl esters** | | | |  |  | **33 MJ / l** |  |
| **Emulsion fuel** |  |  |  |  |  | **32 MJ / l** |  |
| **Hydrogen** |  |  |  |  |  | **11 MJ / Nm3** |  |
| **\* MJ - megajoule** |  |  |  |  |  |  |  |
| **l - liter** |  |  |  |  |  |  |  |
| **Nm3- normal cubic meter** |  |  |  |  |  |  |  |
|  |  |  |  |  |  | **Appendix No. 2** |  |
| **UNIT COST OF CARBON DIOXIDE AND POLLUTANTS EMISSIONS** | | | | | |  |  |
|  |  |  |  |  | |  |  |
| **Carbon dioxide** |  | **Nitric oxide** |  | **Hydrocarbons** | | **Solid particles** |  |
|  |  |  |  |  | |  |  |
| **0.115 - 0.154 PLN / kg\*\*** |  | **PLN 0.0169 / h\*\*** |  | **PLN 0.00384 / h\*\*** | | **PLN 0.334 / h\*\*** |  |
| **\* \* kg - kilogram g** |  |  |  |  |  |  |  |
| **— gram** |  |  |  |  |  |  |  |

**Appendix No. 3**

**THE RUN OF VEHICLES DURING THE WHOLE CYCLE OF USE**

|  |  |
| --- | --- |
| **Vehicle category** | **Vehicle mileage\*\*\*** |
|  |  |
| **Passenger cars (M1)** | **200,000 km** |
| **Light trucks (N1)** | **250,000 km** |
| **Heavy goods vehicles (N.2, N3)** | **1,000,000 km** |
| **Buses (M2, M3)** | **800,000 km** |

* **\* \* km - kilometer**

1. *In case the contractor is not registeredin Poland asactiveVAT payer, the provisions of paragraph 9-15will be removed from the contract.* [↑](#footnote-ref-1)
2. If the contract is concluded for a period of *less than 12 months, the provisions of paragraph 3-12 will be removed from the contract.* [↑](#footnote-ref-2)