Annex no 1 to SCC

**OFFER FORM**

|  |
| --- |
| **Data regarding the contractor\*:**  ............................................................. .........  ............................................................. ..........  ............................................................. ..........  (name and address of contractor)  Correspondence address, if different from above:  ……………………………………………………  ……………………………………………………  \* in the case of an offer submitted by a consortium, please provide separate data regarding the leader and the consortium partner  In response to a contract notice in a public procurement procedure conducted in the basic procedure without negotiations **for the delivery of a higher class passenger car- 2 parts case no. 22/ZP/24,** we offer to execute the order in full material scope specified in specification of order conditions (SCC) and in accordance with the following conditions:  **Part one:**  **We offer a premium class passenger car:**  **MARK**……………………...  **MODEL**……………………...  **YEAR OF PRODUCTION**…………….  **Criterion: Price**  **For the gross price (netto)**……………………………………..…….…EURO  (in words EURO: ……………………………………………………………………………………),  ***Attention:*** *the service is intended for official use by the armed forces of a state that is a party to the North Atlantic Treaty represented by the ordering party and is exempt from VAT. Legal basis: Article 151 of Directive 2006/112/EC and Article 15 paragraph 10 of Directive 77/388/EEC.*  ***If the contractor does not indicate the price, the ordering party will reject the offer.***  **Criterion: Warranty on the motor and mechanical, electrical and electronic components and additional equipment**  **We declare that warranty on the motor and mechanical, electrical and electronic components and additional equipment amounts to ……... month/months\* (in words: ……………………………………………… month/months\*)**  ***If not supplemented, the ordering party will assume that the contractor offered a deadline of up to 24 months and will award 0 points in the above-mentioned criterion.***  **Criterion: Body paint coating warranty**  **We declare that body paint coating warranty amounts to ……... month/months\* (in words: ………………………………………………month/months\*)**  ***If not supplemented, the ordering party will assume that the contractor offered a deadline of up to 24 months and will award 0 points in the above-mentioned criterion.***  **Criterion: Perforation of body components warranty**  **We declare that perforation of body components warranty** **amounts to ……... month/months\* (in words: ………………………………………………month/months\*)**  ***If the information is not provided, the ordering party will assume that the contractor has offered a deadline of up to 60 months and will award 0 points in the above-mentioned criterion.***  *(in accordance with the provisions contained in Chapter 24 of the SCC – Description of the criteria for evaluating offers, including the weighting of these criteria and the method of evaluating offers).* |
| **Part two:**  **We offer a premium class passenger car:**  **MARK**……………………...  **MODEL**……………………...  **YEAR OF PRODUCTION**…………….  **Criterion: Price**  **For the gross price (netto)**……………………………………..…….…EURO  (in words EURO: ……………………………………………………………………………………),  ***Attention:*** *the service is intended for official use by the armed forces of a state that is a party to the North Atlantic Treaty represented by the ordering party and is exempt from VAT. Legal basis: Article 151 of Directive 2006/112/EC and Article 15 paragraph 10 of Directive 77/388/EEC.*  ***If the contractor does not indicate the price, the ordering party will reject the offer.***  **Criterion: Warranty on the motor and mechanical, electrical and electronic components and additional equipment**  **We declare that warranty on the motor and mechanical, electrical and electronic components and additional equipment amounts to ……... month/months\* (in words: ……………………………………………… month/months\*)**  ***If not supplemented, the ordering party will assume that the contractor offered a deadline of up to 24 months and will award 0 points in the above-mentioned criterion.***  **Criterion: Body paint coating warranty**  **We declare that body paint coating warranty amounts to ……... month/months\* (in words: ………………………………………………month/months\*)**  ***If not supplemented, the ordering party will assume that the contractor offered a deadline of up to 24 months and will award 0 points in the above-mentioned criterion.***  **Criterion: Perforation of body components warranty**  **We declare that perforation of body components warranty** **amounts to ……... month/months\* (in words: ………………………………………………month/months\*)**  ***If the information is not provided, the ordering party will assume that the contractor has offered a deadline of up to 60 months and will award 0 points in the above-mentioned criterion.***  *(in accordance with the provisions contained in Chapter 24 of the SCC – Description of the criteria for evaluating offers, including the weighting of these criteria and the method of evaluating offers).* |
| 1. **DECLARATIONS:** 2. **I declare/We declare** that I/we have fulfilled the information obligations provided for in Article 13 or Article 14 of the GDPR1) to natural persons from whom personal data are obtained directly or indirectly I/we acquired in order to apply for the public procurement 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 natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119, 4.5.2016, p. 1).   1. In the event that the contractordoes not transfer personal data other than those directly concerning him or there is an exclusion of the application of the information obligation, in accordance with Article 13 paragraph 4 or Article 14 paragraph 5 of the GDPR the content of the declaration is not submitted by the contractor (removal of the content of the declaration, e.g. by deleting it). 2. In accordance with Article 225 of the Public Procurement Law, I/we inform you that in accordance with the provisions on the goods and services tax, the selection of my/our offer (please tick the appropriate box):   **there will be no lead** to the creation of a tax liability for the ordering party  **will be lead** to the creation of a tax liability for the ordering party in the following amounts:     |  |  |  | | --- | --- | --- | | Name (type) of goods or services the delivery or provision of which will lead to to create a tax liability | The value of the goods or services subject to the ordering party's tax liability, excluding the amount of tax | Goods tax rate and services, which in accordance with the contractor's knowledge, will be applicable. | |  |  |  | |  |  |  |  1. **I/We declare\*,**that during the execution of the order covered by the procedure (please tick the appropriate box):   **I don't intend** toentrust any part of the order to subcontractors  **With I intend** the following parts of the order should be entrusted to subcontractors:   |  |  |  |  | | --- | --- | --- | --- | | **No.** | **Name/company, address of subcontractor**  (if known on the date of the offer) | **Entrusted activities**  (the scope of work entrusted should be indicated/specified) | **Comments** | |  |  |  |  | |  |  |  |  |   ***Attention:*** *If the contractor does not complete this data or selects "I do not intend to subcontract any part of the order", the ordering party will assume that the contractor intends to perform the entire order without the participation of subcontractors.*   1. **I declare/We declare\***, That this offer is consistent with the subject of the order and the content of the SCC**.** 2. **I/We declare\*,** that I/we have read the terms and conditions in the SCC together with all changes, additions and updates and other attached documents and I/We accept them without reservations. 3. **I/We declare\*,** that I/we have taken into account the changes and additional arrangements resulting from during the procedure for awarding this public procurement contract, constituting an integral part of the SCC, specified in all letters/documents submitted/made available by the contracting authority. 4. **I/We declare\*,** that I/We have obtained the necessary information to prepare the offer. 5. **I declare/We declare**\*, that I/we are bound by this offer for the period specified by the ordering party in the technical specifications. 6. **I/We declare\*,** that I/we accept the draft provisions of the contract constituting an annex to the SCC and in the event of my/our offer being selected, I/we undertake to sign it in the form presented in the SCC (with taking into account changes and additional arrangements resulting from during the procedure for awarding this public procurement contract) and at the place and time designated by the ordering party.   The person authorized to contact the ordering party in matters concerning the performance of the contract is: .....................................................................e-mail: …………………….………...………….  tel./fax: ..........................................   1. **I/We declare**\* that we accept the payment terms specified in the draft contract provisions. 2. **I/We declare\*,**that I/we guarantee to perform the subject of the contract with due diligence, taking into account all required regulations, and accept responsibility resulting from the type of services performed,provided for in the provisions of civil law and criminal law. |
| 1. **TRADE SECRET.**   **I/We declare\*,** that this offer (please tick the appropriate box):  **does not contain**  **contains**  information constituting 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 am attaching the appropriate justification for classifying information as a trade secret. \*  List of restricted documents/information:   * ……………..   \* if not applicable, delete or cross out |
| * + 1. **ARTIST TYPE\***(please check the appropriate box):   microenterprise  small business  medium-sized enterprise  sole proprietorship  a natural person not conducting business activity  another kind  \*tick as appropriate - See Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (OJ L 124, 20.5.2003, pp. 36–41) the case of a consortium, the required information should be provided for the consortium leader.  Micro enterprise: enterprise employs fewer than 10 persons and whose annual turnover (and/or 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 neither micro nor small enterprises,which employ fewer than 250 persons and whose annual turnover does not exceed EUR 50 million, or whose annual balance sheet total does not exceed EUR 43 million. |
| 1. **ATTACHMENTS:**   The attachments to the offer form are:   1. Contractor’s declaration concerning the rounds for exlusion from the proceedings – according to Annex No. 2 to the SCC. 2. Power of attorney - in the case of contractors jointly applying for a public contract – as per Annex No. 4 to SCC (if applicable).\* 3. Power of attorney to represent the contractor in the event that the offer is signed by persons not listed in the extract from the relevant register (if applicable).\*   … …………………………………………………………  \* if not applicable, delete or cross out |
| ATTENTION:   1. The Ordering Party recommends saving the document in .pdf format before signing. 2. **The tender form must be signed by the person or persons authorised to represent the contractor with a qualified electronic signature or a trusted signature or a personal signature.** |

Annex no 2 to SCC

**ORDERING PARTY:**

Ministry of National Defense

al. Niepodległości 218

00-911 Warsaw

**in the name and on whose behalf he acts**

Administrative and Economic Department Brussels

Boulevard Leopold III

1110 BRUSSELS

BELGIUM

PERFORMER:

………………………………………………………………

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

**represented by:**

………………………………………………………………

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

**CONTRACTOR'S DECLARATION**

**submitted pursuant to Article 125 paragraph 1 of the Act of 11 September 2019, the Public Procurement Law (hereinafter referred to as the Public Procurement Law)**

**CONCERNING THE GROUNDS FOR EXCLUSION FROM THE PROCEEDINGS**

For the purposes of the public procurement procedure conducted in the basic procedure without negotiations pursuant to Article 275 item 1 of the Public Procurement Law for the delivery of a higher class passenger car –**two parts, case no. 22/ZP/24**, I declare the following:

**DECLARATIONS REGARDING THE CONTRACTOR:**

1. I declare that I am not subject to exclusion from the proceedings under Article 108 section 1 of the Public Procurement Law.
2. I declare that I am not subject to exclusion from the proceedings pursuant to Article 7, Section 1 of the Act  
   On April 13, 2022, on specific solutions for counteracting support for aggression against Ukraine and protecting national security (Journal of Laws of 2022) item 835.

I declare that there are grounds for exclusion from the proceedings in my case on the basis of  
art. …………. of the Public Procurement Law*(specify the applicable basis for exclusion from those listed in Art. 108 sec. 1 item 1, 2, 5 or Art. 109 sec. 1 item 4 of the Public Procurement Law).* At the same time, I declare that in connection with the above-mentioned circumstance, pursuant to Article 110 section 2 of the Public Procurement Law, I have taken the following corrective measures:

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

**DECLARATION REGARDING THE INFORMATION PROVIDED:**

I declare that all information provided in the above statements is current and true and was presented with full awareness of the consequences of misleading the ordering party when presenting the information.

ATTENTION:

1. In the case of contractors jointly applying for 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 sign it with a qualified electronic signature).

Annex no 3 to SCC

**PROJECT PROVISIONS OF THE AGREEMENT**

**(part I and II)**

**§ 1.**

1. The subject of the contract is the delivery of a high-class passenger car to meet transport needs, hereinafter referred to as the "subject of the contract".
2. The description of the subject of the order is included in Annex No. 1 to the contract (an annex consistent with the content of Chapter 6 of the Technical Specifications).
3. The Contractor shall deliver the subject of the order to the address …………………………………………….. and shall notify the ordering party of the date of receipt at least 15 days in advance.
4. The Contractor will provide a guarantee for the subject of the contract in accordance with Annex No. 1 to the contract.
5. The Ordering Party reserves the right to exercise the rights arising from the warranty during the warranty period.
6. The ordering party is authorized to accept the quality of the subject of the contract, in   
   a protocol manner, immediately after its delivery.
7. If any defects are found in the delivered subject of the contract, the ordering party shall submit a complaint in writing within 7 days from the date of receipt of the subject of the contract.
8. The Contractor undertakes to respond to the submitted complaint no later than within   
   7 days from the date of its submission, and after the expiry of this deadline, the complaint will be deemed to have been accepted in full in accordance with the ordering party's request.

**§2.**

1. Persons designated to consult on substantive matters  
   and coordination of cooperation and control of the implementation of the contract on the part of the ordering party are:
2. …………………………………………………………
3. Person/s designated to consult on substantive matters  
   and coordination of cooperation and control of the course of implementation of the contract on the part of the contractor is/are:

………………………………………………………………………………………………

**§3.**

The Parties establish a deadline for the execution of the contract of up to 1 month from the date of conclusion of the contract.

**§4.**

* + 1. The Ordering Party shall pay the contractor as remuneration for the delivered subject matter of the contract the amount of: …………………… EURO gross (net), (in words EURO: ………………………………….), including 0 EURO VAT, in accordance with Annex No. 2 to the contract – Contractor’s Bid Form.
    2. The gross price referred to in paragraph 1 includes all costs associated with the execution of the order, including all taxes, fees and other price-forming elements.
    3. Ordering Party will make payment for the delivered subject matter of the contract on the basis of the invoice issued by the contractor(excluding VAT)at the Administrative Department of the Ministry of National Defense, 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, issued on the basis of a faultless acceptance protocol signed by both parties, referred to in § 1 section 6 of the agreement.
    5. The date of payment is deemed to be the date of submission of the transfer order to the ordering party's bank.
    6. The Contractor declares that he will deliver the invoice:

1. in electronic form together with the required attachments, provided they are sent to the following address: plmilrep.adm@mon.gov.pl (specified by the ordering party), \*
   * 1. If the contractor uses PEF, the contractor is obliged to include in the structured electronic invoice the elements required by the Act of 11 March 2004 on the 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 delivering invoices, the contractor undertakes to notify the ordering party's representative (sent in writing, by fax or e-mail) referred to in   
        § 2 section 1 point 1 or 2, at least 7 calendar days before delivery of invoices.

**§5.**

* 1. The contractor will pay the ordering party contractual penalties:
     1. in the amount of 20% of the gross value of the contract referred to in § 4 section 1 of the contract, in the event of termination of the contract with immediate effect or withdrawal without setting an additional deadline by the ordering party for reasons attributable to the contractor;
     2. in the amount of 20% of the gross value of the contract referred to in § 4 section 1 of the contract, 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 deadline or to terminate it with immediate effect and with the consequences referred to in paragraph 1 point 1, if the contractor does not properly perform its contractual obligations. The Ordering Party may exercise the right to withdraw from the contract within 30 days after the day on which the circumstances justifying withdrawal or termination of the contract occurred.
2. Termination of the contract with immediate effect must be in writing and must provide justification.
3. The Ordering Party reserves the right to claim damages in an amount exceeding the amount of contractual penalties under the general principles set out in the Act of 23 April 1964 - the Civil Code. (Journal of Laws of 2024, item 1061, as amended), hereinafter referred to as the "Civil Code".
4. The Ordering Party reserves the right to deduct the calculated contractual penalties directly from the Contractor's invoice.
5. The Ordering Party may also withdraw from the contract in the cases and within the time limit referred to in Article 456 of the Public Procurement Law.
6. The total sum of contractual penalties charged under this agreement shall not exceed 30% of the gross value of the subject of the agreement referred to in § 4 section 1 of the agreement.
7. Penalties may be charged for each title separately. The charging or payment of one penalty does not consume other penalties, even in the case of charging or payment of a penalty for withdrawal from the contract.
8. Either party may terminate this agreement by giving 30 days' notice.

**§6.**

1. The Ordering Party provides for the possibility of changing the provisions of the contract concluded with the selected contractor in the event of a change in the persons indicated in § 2 section 1and 2 to consult on substantive matters and coordinate cooperation and monitor the course of implementation of the contract.
2. If it is necessary to introduce changes to the persons referred to in paragraph 1, including telephone numbers, fax numbers, e-mail addresses, etc., such change does not constitute a change to the terms of the Agreement requiring an annex but must be introduced in writing.
3. Any changes, additions, withdrawals and any declarations of the parties made in connection with the performance of the agreement require the consent of both parties, except for the change specified in paragraph 1, for which mutual consent is not required.
4. Any changes to this agreement must be made in writing under penalty of nullity.
5. The Ordering Party reserves the right to withdraw from the contract in the event of a significant change in circumstances causing the performance of the contract not to be in the public interest, which could not be foreseen at the time of conclusion of the contract. Withdrawal from the contract may occur within 30 days of becoming aware of such circumstances, in accordance with Article 456 of the Act.

**§7.**

1. The Parties undertake to fulfil the information obligation referred to in Article 14 paragraphs 1 and 2 of the GDPR towards the persons designated for representation and contact, as well as the persons who will physically perform the service.
2. This obligation will be fulfilled orally at the first contact with a given person through the contractor who, on behalf of the Ministry of National Defence, will provide the information referred to in Article 14 paragraphs 1 and 2 of the GDPR to its employees.
3. The content of the information obligation will constitute Annex No. 3 to the agreement – ​​GDPR, information clause.

**§8.**

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

**§9.**

1. Any changes to the terms and conditions specified in this agreement may only be made if they comply with the provisions of the Public Procurement Law.
2. In matters not regulated by the Agreement, Polish provisions apply accordingly, in particular the Civil Code, the Code of Civil Procedure and the Public Procurement Law.
3. Any disputes that may arise in connection with the performance of the contract shall be submitted by the parties to the resolution of the common courts having jurisdiction over the registered office of the ordering party.
4. The Agreement has been drawn up in six copies, three identical copies in the English language and three identical copies in the Polish language.
5. The language of the contract is Polish.

**§10.**

The following annexes constitute an integral part of this agreement:

1. Annex No. 1 – Description of the subject of the contract
2. Appendix No. 2 – Contractor's offer form
3. Annex No. 3 – GDPR information obligation template.

**ORDERING PARTY PERFORMER**

AGREED

**CHIEF ACCOUNTANT**

Annex No. 3 to the Agreement

**Fulfillment of the information obligation referred to in Article 14 paragraph 1 and paragraph 2 of the GDPR towards persons designated for representation and contact, as well as persons who will physically perform the service.**

Acting under Article 14 paragraphs 1 and 2 of the GDPR, I hereby inform you that: the controller of your personal data is the Minister of National Defense/Ministry of National Defense with its registered office in Warsaw, al. Niepodległości 218, tel. 22 628 00 31.

The Administrator has appointed a Data Protection Inspector, who can be contacted by e-mail at the following address: iod@mon.gov.pl or by post to the following address: Ministerstwo Obrony Narodowej al. Niepodległości 218, 00-911 Warsaw, with the note "Data Protection Inspector".

Your personal contact/business/identification data were obtained from ………………… with its registered office in …………………… and will be processed for the purpose of implementing the contract no. ……………….. dated …………….

The legal basis for the processing of personal data is Article 6 paragraph 1 letter e of the GDPR, i.e. data processing is necessary for the performance of a task carried out in the public interest.

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

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

The data will be stored for a period of 10 years resulting from the provisions of law, i.e. in accordance with the "Uniform Subject Index of Files" in force at the Ministry of National Defense.

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

* access to personal data; request their rectification; restriction of processing, in the cases specified in the GDPR,
* lodge a complaint with the President of the Personal Data Protection Office (address: 00-193 Warsaw, ul. Stawki 2).

**The data subject does not have the right to:**

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

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

Annex no 4 to SCC

**POWER OF ATTORNEY(pattern)**

**to represent contractors jointly applying for contracts**

**- Article 58 of the Act of 11 September 2019 - Public Procurement Law(**Journal of Laws of 2024, item 1320**) hereinafter referred to as the "Public Procurement Law"**

1. ………………………..……….……. with its registered office in ………………, at ul. …………………..,

/enter name of artist no. 1/

represented by authorized persons:

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

2\*. ……………….……………….…………. with its registered office in ………………, at ul. ……………..,

/enter name of artist 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 supply of higher class passenger cars – two parts, case no. 22/ZP/24*,***and hereby expressing consent to jointly bear the related joint and several liability pursuant to Article 445 of the Public Procurement Law, we appoint as our proxy as the leader of the consortium: …………………./enter the contractor whose authorized representative is appointed/

in the sense of *Article 58 section 2 of the Public Procurement Law*, and we grant power of attorney to \*\*:

1. signing and submitting the offer along with annexes on behalf of the contractors;
2. representing the contractor, as well as each of the above-mentioned contractors individually,  
   in public procurement proceedings;
3. submitting any declarations on behalf of the contractors during the proceedings  
   and performing activities provided for by law and making other declarations in connection with the proceedings, including asking questions, providing 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. submitting, on behalf of contractors, legal remedies to which they are entitled in the proceedings, as well as submitting a declaration of joining the appeal filed by another contractor in the proceedings;
6. filing procedural documents on behalf of contractors in 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 sessions and hearings before the National Chamber of Appeal at the President of the Public Procurement Office and before the District Court;
8. concluding a public procurement contract on behalf of the contractors that is the subject of the proceedings;
9. representing contractors during contract execution.
10. ……………………………………………………………………………………………………………….………………… ……….

(specify other activities for which the contractor authorizes the authorized representative 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 aforementioned consortium was selected to perform the contract. The authorized representative has the right to appoint further authorized representatives and grant them the power of attorney to act independently in the scope indicated above.

1. For: ……………………………………………….

/enter name of artist no. 1/

2\*. For: ………………………………………………

/enter name of artist no. 2/

\* in the case where 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.

\*\* the ordering party requires the proper scope of the authorisation to be specified

ATTENTION:

* + - 1. The Ordering Party recommends saving the document in .pdf format before signing.
      2. The document must be completed and signed with a qualified electronic signature or a trusted signature or a personal signature by all persons authorised to represent the contractors jointly applying for the contract award.