~~Ref. No.: XIV/264~~**~~/14/~~**~~17~~ ~~Attachment No. 5 to ToR~~ **~~(amended on 2017-09-11)~~**

**NIEAKTUALNY**

~~.................................................................~~

~~Contractor’s company name/Contractor’s name and surname~~

**~~PROPOSAL FORM~~**

~~Biblioteka Narodowa~~

~~al. Niepodległości 213~~

~~02-086 Warszawa~~

1. ~~Acting for and on behalf of the Contractor/Contractors bidding jointly\*:~~

|  |
| --- |
| ~~a) full name of the Contractor(s):~~  ~~……………………………………………………………………………………………….~~  ~~………………………………………………………………………………………………~~  ~~b) Is the Contractor a microenterprise or a small/medium enterprise - Yes/No \*\*~~ |
| ~~c) enterprise registration number according to the valid copy of the entry in the business register~~ *~~(if applicable)~~*  ~~………………………………………………………………………………………………..~~  ~~…………………………………………………………………..............................................~~  ~~NIP (tax identification number)...............................................................................................~~ |
| ~~d) address of the registered office of the Contractor /Consortium leader (postal code, city, street, building and apartment no.):………………………………………………………~~  ~~……………………………………………………………………………………………~~  ~~……………………………………………………………………………………………~~ |
| ~~e) telephone and fax numbers (including country code), e-mail, webpage address:~~  ~~telephone: …………………………………… fax: …………………………………………~~  ~~e-mail: ……………………………………~~  ~~Contractor’s webpage address ………………………………………………….~~ |
| ~~f) all correspondence related with this contract award procedure shall be addressed at\*\*\*: ……………………………………………………………………………………~~  ~~tel. ……………………………….fax…………………………………~~  ~~e-mail: ………………………..~~ |

~~I/we declare as follows:~~

1. ~~In response to the public call for tenders in the contract award procedure conducted under the open tender proceedings titled:~~ **~~The purchase and implementation of the Integrated Library Resources Management System~~** ~~we herby offer the delivery of the complete object of the contract, in accordance with the conditions and requirements stipulated in the Terms of Reference together with attachments thereto, including all costs incurred in relation with the performance of the contract order according to the „Description of the Object of the Contract” (Attachment no. 1 to ToR), containing a detailed description of the object of the contract, for the price in the following amounts (~~*~~net and gross amounts, in numbers and in words, and VAT rates are to be indicated respectively in all empty "dotted" places in the points below~~*~~):~~
   1. ~~Offer price, i.e. total remuneration payable to the Contractor for the delivery of the complete Object of the Contract order referred to in §8 sec. 1 of the Sample contract: ………………………. (in words: …………………………………………) zlotys net, plus applicable tax on goods and services at the rate of ….. VAT i.e. ……………. zlotys (in words: ………………………………………..) zlotys gross,~~

*~~(Gross price indicated in item 1) hereinabove is the bid evaluation criterion – 30%, 30 points)~~*

* 1. ~~Remuneration referred to in §8 sec. 1 item 1.1 of the Sample contract for the delivery of the Object of the Contract in the scope referred to in §3 sec. 1 items 1-3 of the Sample contract (implementation, training, transfer of intellectual property rights, licensing): ………………………. (in words: ………………………) zlotys net, plus applicable tax on goods and services at the rate of ….. VAT i.e. ……………. zlotys (in words: ………………………………………..) zlotys gross,~~

*~~(Gross price indicated in item 2) hereinabove is the bid evaluation criterion – 10%, 10 points)~~*

* 1. ~~Remuneration referred to in §8 sec. 1 item 1.2 of the Sample contract for the delivery of the Object of the Contract in the scope referred to in §3 sec. 2 of the Sample contract (providing the service under the SaaS model)…………………………. (in words: …………………………………………) zlotys net, plus applicable tax on goods and services at the rate of ….. VAT i.e. ……………. zlotys (in words: ………………………………………..) zlotys gross,~~

*~~(Gross price indicated in item 3) hereinabove is the bid evaluation criterion – 20%, 20 points.)~~*

~~The above remuneration, referred to in §8 sec. 1 item 1.2 of the Sample contract for the delivery of the Object of the Contract in the scope referred to in §3 sec. 2 of the Sample contract, is the sum of the following parts of the remuneration referred to in §8 sec. 4 item 4.1 of the Sample contract and in §8 sec. 4 item 4.2 of the Sample contract:~~

1. ~~For the service provided in the period from the date of delivery of the Object of the Contract, referred to in §3 sec. 1 issue 1 of the Contract (phase I), until 31.12.2018, which is ............................ (in words: ................................................) zlotys net, plus applicable tax on goods and services at the rate of ….. VAT i.e. ................ zlotys (in words: ...................................................... ..) zlotys gross,~~
2. ~~For the service provided in the period from 01.01.2019 to 30.09.2024 – which is ............................ (in words: ................................................) zlotys net, plus applicable tax on goods and services at the rate of ….. VAT i.e. ................ zlotys (in words: ........................................................) zlotys gross.~~

~~2a. We hereby inform that the contract award:~~

1. **~~will not~~** ~~result in the chargeable event for the Contracting Authority in accordance with the goods and services tax regulations in force \*\*,~~
2. **~~will~~** ~~result in the chargeable event for the Contracting Authority in accordance with the goods and services tax regulations in force i.e. related with the delivery of: …………………………………………………. (~~*~~provide the name (type) of goods and services the delivery of which will result in the chargeable event for the Contracting Authority,~~* ~~in the total net amount payable of…………………… zlotys (in words: ……………………………………………… zlotys).\*\*~~

*~~(Contracting Authority’s remark:~~*

*~~- In the case referred to in sec. 2a item 1 above, the Contractor shall delete the content of item 2 and leave the content of item 1 undeleted.~~*

*~~- In the case referred to in sec. 2a item 2 above, the Contractor shall delete the content of item 1 and leave the content of item 2 undeleted; the Contractor gives the name (type) of a good or a service, whose supply or delivery will result in the incurrence of tax liability by the Contractor and their total net price expressed in zlotys.~~* ***~~In that case in sec. 2 item 1, item 2 and item 3 the remuneration, which refers to a good or a service indicated in sec. 2a item 2 above, the Contractor indicates only the net value.~~****~~)~~*

1. ~~We shall undertake to deliver the Object of the Contract order from the date of signing the contract by 30.09.2024 in accordance with the provisions of ToR and the Sample contract, whereas the Phase 1 shall be completed by or before 30.06.2018, Phase 2 shall be completed by or before 31.12.2018 and Phase 3 shall be completed by or before 14.08.2019.~~
2. ~~We hereby declare that according to the Sample contract enclosed herewith as Attachment no. 2 to ToR, the Object of the Contract order described in the „Description of the Object of the Contract” (Attachment no. 1 to ToR), will be covered by~~ **~~warranties for physical and legal defects and~~****~~guarantee for physical and legal defects valid until 30.09.2024.~~** ~~The warranty and guarantee period shall commence on the date of the acceptance of the phase III of the Contract without qualifications.~~
3. ~~In order to prove that we meet the requirements for participation in the tender proceedings stipulated in Article 22 sec. 1 of the Public Procurement Law, we hereby declare that the Subcontractor whose resources we refer to pursuant to Article 22a sec. 1 of the Public Procurement Law shall be \*\*\*\*:~~

~~the company:………………………………………………………………… \*\*\*\*\* and the part of the contract entrusted to the subcontractor indicated hereinabove shall include: …………………………………………………………\*\*\*\*~~

***~~(\*\*\*\*Pursuant to Article 36(b) sec. 1 of the Public Procurement Law, upon the Contracting Authority’s request, the name of the Subcontractor’s company whose resources are referred to under Art. 22(a) of the Law by the Contractor to confirm that the requirements for participation in the tender proceedings stipulated in Article 22 sec. 1 of the Law are met, shall be provided).~~***

1. ~~We intend to perform the object of the contract:~~

|  |
| --- |
| 1. ~~on our own, without subcontractors \*\*,~~ |
| 1. ~~with subcontractors\*\* who will perform the following parts of the order (activities):~~   ~~1)………………………………………………………………–……………………………~~ *~~(the Contractor is requested to indicate the scope of the works to be performed by subcontractors and the company name of the subcontractor if it is known)~~*  ~~2) …………………………………………………….………–………………………… (~~*~~the Contractor is requested to indicate the scope of the works to be performed by subcontractors and the company name of the subcontractor if it is known~~*~~)\*\*\*\*\*~~ |

1. ~~We hereby declare that our hardware and systems necessary for the effective operation of the System offered hereunder is located within the European Economic Area.~~
2. ~~We accept the terms of payment as provided in §8 sec. 5 of the Sample contract (Attachment no. 2 to ToR), including the invoice payment date i.e. twenty one days of the date of serving the correctly issued invoice on the Contracting Authority’s office.~~
3. ~~We declare that the offered System meets all the requirements stipulated in the Description of the Object of the Contract. The requirements will be met and performed by the System as its inherent functionality immediately after the System is installed or will be provided during implementation, however not later than before the commencement of testing process for the final System acceptance.~~
4. ~~Furthermore, we guarantee the following additional System functionalities:\*\*\*\*\*\*~~
   1. ~~The System will allow access to data using direct SQL queries, e.g. by ODBC.~~**~~(2%)~~**
   2. ~~The System will allow export of data in CSV format.~~ **~~(2%)~~**
   3. ~~The System will allow export of data in PDF format.~~ **~~(1%)~~**
   4. ~~The System will allow export of data in XLS format.~~ **~~(1%)~~**
   5. ~~The System will allow reprographic services to be ordered via the browser.~~ **~~(1%)~~**
   6. ~~The System will allow data coded in MARC21 format to be converted into data displayed in facets (e.g. converting the codes of countries and languages to natural language) in accordance with conversion tables defined by the Contracting Authority.~~ **~~(2%)~~**
   7. ~~The System will allow the contents of a given record to be searched using a keyword through a dedicated search window, e.g. started by Ctrl+F.~~ **~~(1%)~~**
   8. ~~The Contractor will provide the browser in French language version.~~ **~~(1%)~~**
   9. ~~The Contractor will provide the browser in German language version.~~ **~~(1%)~~**
   10. ~~The Contractor will provide the browser in Russian language version.~~ **~~(1%)~~**
   11. ~~The Contractor will provide the browser in Spanish language version.~~ **~~(1%)~~**
   12. ~~The System will allow automatic box sequencing according to box labels (for boxes with different labels).~~ **~~(2%)~~**
   13. ~~The System will allow RTL signs to be displayed.~~ **~~(2%)~~**
   14. ~~The System will register all attempts of user logging in with the possibility of reviewing the logging reports.~~ **~~(2%)~~**
   15. ~~The System will allow differentiation of the access to different types of resources via API using API client authentication.~~ **~~(2%)~~**
   16. ~~The contractor will provide training support in Polish language.~~ **~~(5%)~~**
   17. ~~The system will allow search results to be ranked in ascending and descending order.~~ **~~(2%)~~**
   18. ~~The system will allow search results to be sorted by authors of library resources.~~ **~~(1%)~~**
   19. ~~The contractor will provide service support in Polish language.~~ **~~(5%)~~**

***~~\*\*\*\*\*\* The Contractor shall delete additional functionalities which will not be offered by the System; additional functionalities which will be provided by the System shall be left undeleted.~~***

***~~Please note that the additional functionalities offered hereinabove (beyond the functionalities indicated in the Description of the Object of the Contract) are evaluated in accordance with one of the bid assessment criteria, the weight of that criterion is 35% for all additional functionalities listed in items 1) – 19); for each additional functionality its individual weight is provided.~~***

1. ~~We hereby declare that~~

~~we will not delegate\*\*\*\*\*\*\*/we will delegate\*\*\*\*\*\*\*~~

~~the realization of the procurement, referred to in sec. 2 of this Proposal Form, to the implementation team composed of:~~

* + 1. ~~Project Manager – the person performing the function of a Project manager will have project management experience gained in minimum 2 projects whose objective was the implementation of the Integrated Library Resources Management System.~~
    2. ~~Analyst - the person performing the function of an analyst will have the experience of performing the role of an analyst gained in minimum 2 projects whose objective was the implementation of the Integrated Library Resources Management System.~~
    3. ~~Executive team manager - the person performing the function of an executive team manager will have the experience of performing the role of an executive team manager gained in minimum 2 projects whose objective was the implementation of the Integrated Library Resources Management System.~~
    4. ~~Programmer - the person performing the function of a programmer will have the experience of performing the role of a programmer gained in minimum 1 project whose objective was the implementation of the Integrated Library Resources Management System.~~

*~~(\*\*\*\*\*\*\*Contracting Authority’s remark:~~*

* ***~~if the Contractor does not delegate~~*** *~~the realization of the procurement to the implementation team composed of the persons mentioned above, he is obliged~~* ***~~to delete the phrase “we will delegate” and to leave the phrase “we will not delegate” undeleted.~~***
* ***~~if the Contractor delegates~~*** *~~the realization of the procurement to the implementation team composed of the persons mentioned above, he is obliged~~* ***~~to delete the phrase “we will not delegate” and to leave the phrase “we will delegate” undeleted.~~***

*~~The Contracting Authority recalls that the delegation the realization of the procurement to the implementation team composed of the persons mentioned above~~* ***~~is the criterion for evaluating the offers, referred to in chap. XIV sec. 1 item 4 of ToR.~~*** *~~If the Contractor fulfills the aforementioned statement in an ambiguous way, e.g. leaves both the phrase “we will not delegate” and the phrase “we will delegate” undeleted, the Contracting Authority will award the offer in aforementioned criterion of evaluation of offers 0 points.)~~*

1. *~~(\*\*\*\*\*\*\*the provision in sec. 12 of the Proposal Form applies if the license, referred to in §6 sec. 4 of the Sample contract, is granted – the Contractor shall complete the blank fields;~~* ***~~if no license is granted by the Contractor, the representation included in sec. 12 of the Proposal Form shall be deleted~~****~~)~~*

~~We hereby declare that (provided that our proposal is selected) on the date of the delivery and configuration of the System, we will grant the Contracting Authority a non-exclusive license for unlimited period of time and with no territorial restrictions included in the contract price for .……………....................................................................................................................……………………………………………………………………………………………………………………………………………~~*~~(description of the licensed software),~~* ~~allowing as a minimum:~~

* 1. ~~installation of this software on a PC;~~
  2. ~~using the software, in particular displaying, applying, forwarding and storing this software;~~
  3. ~~permanent or temporary multiplication of this software in full and in part to the extent necessary to use this software;~~

~~The above-mentioned License will be granted in compliance with the provisions of §6 sec. 1 indent II of the Sample contract (Attachment no. 2 to ToR).~~

1. ~~We hereby declare that:~~
   1. ~~We have read and understood the Terms of Reference along with the attachments thereto and we have no reservations thereto and we accept all terms and conditions stipulated therein;~~
   2. ~~We have read and understood the Sample contract enclosed as Attachment no. 2 to the Terms of Reference, and we undertake, provided that our proposal is selected, to conclude the contract compliant with this proposal and under the terms stipulated in the Terms of Reference along with attachments thereto, in the place and time indicated by the Contracting Authority and to submit the performance bond of 10% of the total gross contract price defined in sec. 2 of the Proposal Form;~~
   3. ~~We have acquired all information necessary to duly prepare and submit this proposal;~~
   4. ~~We are bound by this proposal for the period of 60 days, commencing on the date of submission,~~
2. ~~The information pertaining to ……………………………………………… included in ……………….…………….. page: ………………. shall be regarded as a BUSINESS SECRET.~~
3. ~~This proposal together with documents and declarations comprise a total of …………pages, signed and numbered consecutively from … to … .~~
4. ~~The following documents and declarations are enclosed with this proposal:~~

~~….…………………………………………………………….~~

~~………………………………………………………………..~~

~~………………………………………………………………..~~

~~………………………………………………………………..~~

~~.................................. ............................................................................................~~

*~~place date (name and surname of the person authorised to make declarations of intent on behalf of the Contractor)~~*

**~~CONTRACTING AUTHORITY’S REMARKS:~~**

~~\* in the case the Contractor is:~~

~~1) a consortium, in point a) indicate the names of Contractors – members of consortium and specify the leader of consortium, in points b), c) and d) provide the consortium leader’s data~~

~~2) an entity submitting the offer individually, in points a) – d) provide the data of that Contractor~~

~~\*\* delete as appropriate~~

~~\*\*\*provide if contact details are different from points d) and e)~~

~~\*\*\*\*explanation provided in sec. 5 of the Proposal Form~~

~~\*\*\*\*\* repeat as many times as necessary depending on the number of subcontractors whose resources the Contractor referred to~~

~~\*\*\*\*\*\* explanation provided in sec. 10 of the Proposal Form~~

*~~\*\*\*\*\*\*\*~~* ~~explanation provided in sec. 10 of the Proposal Form~~