Case file no. XIV/264/**14**/17

**(unified text, including the amendments introduced by 2017-09-11)**

**National Library of Poland**

**al. Niepodległości 213**

**02-086 Warsaw**

**Poland**

**Terms of Reference**

(ToR)

**Name of the procurement:**

**Purchase and implementation of the Integrated Resource Management System for Libraries**

The contract shall be awarded under the open tender proceedings in compliance with the provisions of the Public Procurement Law dated 29 January 2004 (Journal of Laws of 2015, item 2164, as amended) and secondary legislation issued pursuant thereto

The procurement notice was published in the Official Journal of the European Union on 17 Aug 2017 under number: 2017/S 323819-2017.

**CHAPTER I** – **CONTRACTING AUTHORITY**

National Library of Poland; al. Niepodległości 213; 02-086 Warsaw, Poland.

Website address: <http://www.bn.org.pl>

**CHAPTER II** – **CONTRACT AWARD PROCEDURE**

* + - 1. The contract shall be awarded under the open tender proceedings in compliance with the provisions of the Public Procurement Law dated 29 January 2004 (Journal of Laws of 2015, item 2164, as amended), hereinafter referred to as PPL, and secondary legislation issued pursuant thereto
      2. Any issues not regulated by this Terms of Reference (hereinafter TOR) shall be governed by the provisions of PPL.
      3. The estimated value of this procurement is **PLN 23,000,000.00 (net)**, which is equivalent to **EUR 5,509,133.99** (*€1 = PLN 4.1749, based on the effective Decree of the Prime Minister on the average exchange rate of the Polish zloty against the euro being the basis for converting the value of public procurement)*) and therefore exceeds the amount which determines the obligation to provide the notice to the Publications Office of the European Union, as defined in the regulations issued pursuant to Article 11 Section 8 of the PPL for supplies and services, i.e. exceeds the equivalent of EUR 209,000.00.

**CHAPTER III** – **DESCRIPTION OF THE OBJECT OF THE PROCUREMENT**

1. The object of the procurement includes the Contractor’s supply and implementation of a completed Integrated Resource Management System for Libraries, hereinafter referred to as the "System", along with the service of provision of access to the cloud computing library system in the SaaS (Software as a Service) model together with the necessary licenses. The complete Resource Management System for Libraries shall be deemed to be a solution already held by the Contractor the implementation of which may be carried out within the time limit specified in the contract.
2. The Contractor shall be obliged to perform the Object of the Procurement in accordance with the Description of the Object of the Procurement attached as Attachment no. 1 to TOR and Attachment no. 1a to ToR - Glossary of terms, under the terms and conditions specified in the Sample contract (Attachment no. 2 to ToR).
   1. The Object of the Procurement will be implemented in stages, within the time limits indicated in Chapter III hereof, i.e.
3. Stage 1

Stage scope:

1. supply of the System Technical and Operating Documentation
2. training of System administrators
3. supply and configuration of the System
4. provision of the services listed in § 4 Section 5-6 of the Sample contract.
5. Stage 2

Stage scope:

1. preparation of tools for data migration and loading
2. migration of National Library data
3. provision of the services listed in § 4 Section 5-6 of the Sample contract.
4. Stage 3

Stage scope:

1. implementation of the System in the libraries indicated by the National Library of Poland, in accordance with Description of the Object of the Procurement attached as Attachment No. 1 to ToR
2. provision of the services listed in § 4 Section 5-6 of the Sample contract.
   1. Upon delivery and configuration of the System, the Contractor shall provide the SaaS model service, in accordance with the provisions of § 4 Section 5 of the Sample contract.
3. **Additional requirements of the Contracting Authority regarding the object of the procurement**: The system provided by the Contractor will be designated for libraries in Poland (regardless of the nature of the library and the type of collected library resources). The Contractor shall provide a System that will be fully scalable taking into account future library implementations (after 30 September 2019).
4. Common Procurement Vocabulary (CPV) Code:

**Main CPV code:**

48.16.00.00-7 (Library software package)

**Additional CPV codes:**

48.16.10.00-4 (Library management system)

72263000-6 (Software implementation services)

1. Additional information:
2. The procurement is implemented for the purpose of the "OMNIS E-service" project co-financed under the Digital Poland Operational Program from the European Regional Development Fund and the state budget under the Grant Agreement No. POPC.02.01.00-00-0043/16-00-01.

The Contracting Authority informs that it may cancel the contract award proceedings if funds from the European Union budget and non-recoverable funds from the aid provided by EFTA Member States that the Contracting Authority intended to use to finance all or part of the procurement failed to be granted to it.

1. The Contracting Authority does not allow partial tender bids to be submitted;
2. The Contracting Authority does not allow variant tender bids to be submitted and requires tender bids based on the documents contained herein to be submitted;
3. The Contracting Authority does not require the Contractor to personally perform the key parts of the service contract;
4. The Contracting Authority does not provide for the conclusion of a master agreement, the establishment of a dynamic purchasing system, or the selection of the best tender bid with the use of an electronic auction;
5. **Technical dialogue:**

The Contracting Authority informs that prior to initiating the procedure for the award of this contract, it conducted the technical dialogue referred to in Article 31a of PPL. Information on the intention to conduct the technical dialogue and its subject matter was published on 14 Mar 2017 on the website of the Contracting Authority at: http://www.bn.org.pl/ogloszenia. According to Article 31d of the Public Procurement Law, in order to comply with the principle of fair competition, it provides the other Contractors with the information that it obtained and handed over during the preparation of the proceedings, i.e. during the technical dialogue (Attachment 3 to ToR), which affected the contents hereof.

1. Provisions on subcontracting:
2. The Contractor may entrust the performance of part of the contract to the subcontractor. In this case, the Contracting Authority requests the Contractor to indicate the part of the contract which it intends to entrust to subcontractors and to provide the names of the subcontractors (Article 36b Section 1 of PPL).
3. Should the change or resignation of the subcontractor concern the entity the resources of which the Contractor referred to pursuant to Article 22a Section 1 of PPL, in order to demonstrate compliance with the conditions for participation in the proceedings, the Contractor is obliged to demonstrate to the Contracting Authority that the other proposed subcontractor or the Contractor itself complies with meets them to an extent not lower than the subcontractor the resources of which the Contractor referred to during the contract award proceedings.
4. Entrusting the performance of part of the contract to subcontractors shall not release the Contractor from liability for proper performance of this contract.
5. The tender bid must be secured with a bid bond of PLN 540,000.00 (in words: five hundred and forty thousand zlotys).

The provisions concerning the bid bond have been set out in Chapter VII. "REQUIREMENTS FOR THE BID BOND".

1. The Contractor whose tender bid will be selected as the most advantageous one is obliged to deposit a performance bond of 10% of the gross price stated in the tender bid. The provisions on collateral have been set out in Chapter IX "REQUIREMENTS FOR THE PERFORMANCE BOND".
2. The submitted tender bid must be unambiguous and comprehensive, i.e. it must cover the entire object of the procurement. The offered object of the procurement must meet the requirements of the Contracting Authority specified herein and in the attachments hereto. The Contractor will perform the object of the procurement in accordance with the requirements of the Contracting Authority specified herein and in the attachments hereto.
3. The Contractor is obliged to submit a tender bid, the content of which will allow the Contracting Authority to verify it in terms of its compliance with the provisions hereof. The content of the Contractor's tender bid must correspond to the content of the Terms of Reference.

[*Item 11 missing*]

1. The Contracting Authority reserves the right to apply the procedure referred to in Article 24aa. Section 1 of the Public Procurement Law: "*The Contracting Authority may, in the open tender proceedings, first assess the tender bids and then examine whether the contractor whose tender bid has been considered the most advantageous shall not be subject to exclusion and shall comply with the terms and conditions for participation in the proceedings*."
2. Should the Contractor whose offer has been considered the most advantageously evade entering into a contract or fail to provide the required performance bond, the Contracting Authority may examine whether the Contractor who has submitted the highest-rated tender bid among the remaining tender bids shall not be subject to exclusion and shall comply with the terms and conditions of participation in the proceedings, and then continue the proceedings to conclude a public procurement contract.

**CHAPTER IV** – **DATE OF CONTRACT PERFORMANCE**

* + - 1. Date of contract performance: **until 30 September 2024**
      2. The object of the procurement will be performed in stages until the date indicated in Section 1, in accordance with the provisions of §3 Section 1 of the Sample contract, including in particular:

1. Stage 1 - to be performed no later than by 30 June 2018,
2. Stage 2 - to be performed no later than by 31 Dec 2018,
3. Stage 3 - to be performed no later than by 14 Aug 2019,
4. Once the Contractor shall supply and configure the System, it shall provide the SaaS model service within the time limit set forth in Section 1

**CHAPTER V** – **CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS AND EXCLUSION GROUNDS**

* + - 1. In accordance with Article 22 Section 1 of the Public Procurement Law:
  1. **The award of the contract may be applied for by Contractors which, according to Article 22 Section 1 of PPL, are not subject to exclusion from participation in the proceedings, i.e.:**

The Contracting Authority shall consider that the Contractor is not subject to exclusion from the public procurement proceedings unless any of the conditions indicated in Article 24 Section 1 Item 12-23 of the Public Procurement Law has been met subject to the instructions included in Article 24 Section 7 - 10 and 12 of PPL.

* + 1. **The Contracting Authority will exclude the Contractor from the proceedings for reasons specified in Article 24 Section 1 Item 12-23 of PPL, i.e.:**

1. *a contractor which has not demonstrated fulfilment of conditions for participation in the proceedings or has not been invited to negotiate or submit initial tender bids or tender bids, or has not demonstrated lack of grounds for exclusion;*
2. *a contractor being a natural person who has been convicted with a final and binding verdict for a criminal offence:*
3. *referred to in Article 165a, Articles 181 to 188, Article 189a, Articles 218 to 221, Articles 228 to 230a, Articles 250a, 258, or Articles 270 to 309 of the Act of 6 June 1997 – Criminal Code (Journal of Laws item 553, as amended) or Article 46 or 48 of the Act of 25 June 2010 on sports (Journal of Laws 2016, item 176),*
4. *constituting an act of terrorism referred to in Article 115 § 20 of the Act of 6 June 1997 – Criminal Code,*
5. *constituting a fiscal offence,*
6. *referred to in Article 9 or 10 of the Act of 15 June 2012 on the consequences of entrusting the performance of work to foreigners residing in the Republic of Poland in defiance of relevant regulations (Journal of Laws item 769);*
7. *a contractor, if a member in office of its managing or supervisory authority, a partner in a general partnership or limited liability partnership, or a general partner in a limited partnership or a limited joint-stock partnership, or a commercial proxy has been convicted with a final and bonding verdict for a criminal offence referred to in item (13);*
8. *a contractor for whom a final and binding verdict or a final and binding administrative decision has been issued on arrears in payment of taxes, levies, or social or health insurance premiums, unless the contractor has paid the due taxes, levies, and social or health insurance premiums with due interest or penalties, or entered into a binding agreement on the repayment of these liabilities;*
9. *a contractor which, as a result of wilful misconduct or gross negligence, misled the contracting authority when presenting information that it is not subject to exclusion, complies with the terms and conditions for participation in the procedure or the objective and non-discriminatory criteria, hereinafter referred to as “selection criteria”, or which concealed this information or is unable to present the required documents;*
10. *a contractor which as a result of recklessness or negligence presented information misleading the contracting authority, which information could have significant influence on the decisions taken by the contracting authority in the contract award proceedings;*
11. *a contractor which has wrongfully influenced or attempted to influence the activities of the contracting authority or to obtain confidential information that could have given it an advantage in the contract award proceedings;*
12. *a contractor that participated in the preparation of contract award proceedings or whose employee, as well as a person providing work to the contractor under a mandate contract, specific work contract, agency contract, or another service contract, participated in the preparation of such contract award proceedings unless the resulting distortion of competition can be eliminated in another way by excluding the contactor from the proceedings;*
13. *a contractor that entered into an agreement with other contractors, aimed at distortion of competition between contractors in contract award proceedings, which the contracting authority can demonstrate with the use of appropriate evidence;*
14. *a contractor that is a collective entity prohibited from applying for public contracts by court pursuant to the Act of 28 October 2002 on the liability of collective entities for acts prohibited under penalty (Journal of Laws of 2015, items 1212, 1844, and 1855; and of 2016, items 437 and 544);*
15. *a contractor prohibited from applying for public contracts under a precautionary measure;*
16. *contractors that, while belonging to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection (Journal of Laws of 2015, items 184, 1618, and 1634), submitted separate tender bids, partial tender bids, or requests to participate in the proceedings, unless they demonstrate that the links between them do not result in distortion of competition in the contract award proceedings.*
    * 1. **According to Article 24 Section 7 Act of PPL a Contractor shall be excluded:**
17. in the cases referred to in Article 24 Section 1 Item 13 a-c and Item 14 of the Public Procurement Law, where the person referred to in these provisions has been convicted of a crime listed in Article 24 Section 1 Item 13 a-c of PPL if it has not been yet 5 years since the date on which the judgment confirming the existence of one of the grounds for exclusion became final and binding unless a different period of exclusion is determined in this judgment;
18. in the cases referred to:
19. In Article 24 Section 1 Item 13d and 14 of PPL, where the person referred to in these provisions has been convicted of a crime listed in Article 24 Section 1 Item 13d of PPL,
20. in Article 24 Section 1 Item 15 of PPL,

– if it has not been yet 3 years since either the date on which the judgment confirming the existence of one of the grounds for exclusion became final and binding unless a different period of exclusion is determined in this judgment or the date on which the decision confirming the existence of one of the grounds for exclusion became final;

1. in the cases referred to in 24 Section 1 Item 18 and 20 of the Public Procurement Law it has not been yet 3 years since from the occurrence of the event that is the basis of exclusion;
2. in the case referred to in in 24 Section 1 Item 21 of the Public Procurement Law if the period for which the prohibition of applying for public procurement contracts issued under a final and binding verdict has not expired;
3. in the case referred to in in 24 Section 1 Item 22 of the Public Procurement Law if the period for which the prohibition of applying for public procurement contracts is effective has not expired;
   1. **The award of the contract may be applied for by Contractors which, according to Article 22 Section 1 Item 2 of PPL, comply with the terms and conditions of participation in the proceedings specified by the Contracting Authority, i.e.:**
4. The condition relating to **competences or qualifications to pursue a specific professional activity**:

The Contracting Authority does not determine any specific conditions in this regard.

1. The condition relating to **the economic or financial standing**:

2.1) In order to meet the condition concerning the economic standing, the Contractor is obliged to show that it holds third-party liability insurance with regard to the scope of conducted activity connected with the object of the procurement for the guarantee sum of at least **PLN 2,000,000.00 \***.

2.2) In order to meet the condition concerning the financial standing, the Contractor is obliged to show that it has financial means or credit worthiness of at least **PLN 6,000,000.00 \*.**

\*Should a foreign-currency value be stated in the information of a bank or a cooperative savings and credit bank confirming the amount of financial resources or creditworthiness or in documents confirming that the contractor holds third-party liability insurance with regard to the scope of conducted activity connected with the object of the procurement, the Contracting Authority will convert this value to the value in PLN according to the average exchange rate of the National Bank of Poland (Table A) for a given currency as at the date of the publication of the procurement notice in the Official Journal of the European Union. If the NBP average exchange rates (Table A) were not published on the day of the publication of the procurement notice in the Official Journal of the European Union, then the Contracting Authority will convert that value into PLN at the average NBP exchange rate (Table A) for the currency as at the first day following the publication of the procurement notice in the Official Journal of the European Union, in which the average exchange rates were published by the NBP (Table A).

1. The condition regarding **the technical and professional capacity:**

**In order to comply with the condition of having technical and professional capacity,** the Contractor is obliged to demonstrate that it performed jointly (within one or several contracts):

1. during the last three years prior to the deadline for submission of tender bids, and if the duration of its activity is shorter - within that period, it has duly performed within one agreement at least one service consisting in the maintenance of the continuity of the integrated library resource management system in a national library with no less than 11,000,000 of the following types of records: bibliographic, model, copy, journal resource, orders, readers, suppliers and accounts,
2. during the last three years prior to the deadline for submission of tender bids, and if the duration of its activity is shorter - within that period, it has duly performed within one agreement at least one service consisting in the maintenance of the continuity of the integrated library resource management system in an academic library with no less than 7,000,000 of the following types of records: bibliographic, model, copy, journal resource, orders, readers, suppliers and accounts,
3. during the last three years prior to the deadline for submission of tender bids, and if the duration of its activity is shorter - within that period, it has duly performed within one agreement at least one service consisting in the maintenance of the continuity of the integrated library resource management system with the value of no less than PLN 1,000,000.00,
4. during the last three years prior to the deadline for submission of tender bids, and if the duration of its activity is shorter - within that period, it has duly performed within one agreement at least one service consisting in the maintenance of the continuity of the integrated library resource management system in a consortium consisting of at least 20 libraries,
5. during the last three years prior to the deadline for submission of tender bids, and if the duration of its activity is shorter - within that period, it has duly performed within one agreement at least one service consisting in the maintenance of the continuity of the integrated library resource management system operating in the SaaS (Software as a Service) model
6. during the last three years prior to the deadline for submission of tender bids, and if the duration of its activity is shorter - within that period, it has duly performed within one agreement at least one service consisting in the maintenance of the continuity of the integrated library resource management system operating in cloud computing

\*Should a foreign-currency value be stated in list of services, the Contracting Authority will convert this value to the value in PLN according to the average exchange rate of the National Bank of Poland (Table A) for a given currency as at the date of the publication of the procurement notice in the Official Journal of the European Union. If the NBP average exchange rates (Table A) were not published on the day of the publication of the procurement notice in the Official Journal of the European Union, then the Contracting Authority will convert that value into PLN at the average NBP exchange rate (Table A) for the currency as at the first day following the publication of the procurement notice in the Official Journal of the European Union, in which the average exchange rates were published by the NBP (Table A).

2. Pursuant to Article 22a of PPL, the Contractor may, in order to confirm the fulfilment of the conditions for participation in the proceedings referred to above, in relevant situations and in respect of this contract or part thereof, rely on the technical or professional capacity or financial or economic standing of other entities, irrespective of the nature of the legal relationship between it and this entity.

3. The Contractor that relies on the capacity or the standing of other entities must prove to the Contracting Authority that, when performing the contract, it will have the necessary resources of those entities, in particular by presenting the commitment of those entities to provide it with the necessary resources for the performance of the contract.

4. The Contracting Authority will assess whether the technical or professional capacity or the financial or economic standing provided to the Contractor by other entities allow the Contractor to demonstrate the fulfilment of the conditions for participation in the proceedings and will examine whether the conditions for the exclusion referred to in Article 24 Section 1 Items 13-22 of PPL are not met subject to the instructions included in Article 24 Section 7 - 10 and 12 of PPL.

5. The Contractor that relies on the financial or economic standing of other entities shall be jointly and severally liable with the entity undertaking to provide the resources for the damage sustained by the Contracting Authority arising from the failure to provide the resources as long as the failure to provide the resources is attributable to it.

6. If the technical or professional capacity or the economic or financial standing of the entity providing the resources fail to confirm the Contractor’s fulfilment of the conditions for participation in the proceedings or there are grounds for exclusion of those entities, the Contracting Authority shall, under Article 22a Section 6 of PPL, demand that within the time specified by the Contracting Authority, the Contractor:

1. should replace this entity with another entity or other entities; or
2. should undertake to personally perform the relevant part of the contract if it demonstrates the technical or professional capacity or financial or economic standing specified by the Contracting Authority referred to above.

**CHAPTER Va – GROUNDS FOR EXCLUSION REFERRED TO IN ARTICLE 24 SECTION 5 OF PPL**

The Contracting Authority does not provide for the exclusion of the Contractor pursuant to the optional conditions referred to in Article 24 Section 5 of PPL.

**CHAPTER VI** – **LIST OF DECLARATIONS OR DOCUMENTS CONFIRMING FULFILMENT OF CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS AND LACK OF GROUNDS FOR EXCLUSION**

**A. Declarations and documents attached by the Contractor to the tender bid**

* 1. **A declaration in the form of the Single European Procurement Document, hereinafter referred to as "SEPD",** drawn up in accordance with the specimen form set out in the European Commission Implementing Regulation issued pursuant to Article 59 Section 2 of Directive 2014/24/EU effective as at the date of submitting the tender bid. The information contained in the declaration on the "SEPD" form will constitute a preliminary confirmation that the Contractor is not subject to exclusion and meets the conditions for participation in the proceedings under the name "Purchase and implementation of the Integrated Resource Management System for Libraries".

1.1.1.

In the case of the model of the "SEPD" form provided by the Contracting Authority (Attachment No. 4 to the ToR, in xml format), the Contractor:

a) shall save this file to a local disk or other storage medium,

b) shall mark, on the eESPD website at http://ec.europa.eu/growth/espd (direct access to the Polish language version of the website at <https://ec.europa.eu/growth/tools-databases/espd/filter?lang=pl>) the "I'm a Contractor" box and shall import the previously saved file with the "SEPD" form model provided by the Contracting Authority,

c) shall complete the "SEPD" form,

d) after completing the "SEPD" form, the Contractor shall be able to print it.

**The "SEPD" form prepared in this manner should be attached to the tender bid once it has been signed.**

NOTE: The xml file generated by the Contractor in eESPD should be saved, for future use, by the Contractor on a local disk or other storage medium since the files are not stored in eESPD.

1.1.2.The Contracting Authority hereby informs that in order to facilitate the completion of the "SEPD" form, the Public Procurement Office has provided the "I**nstructions on completing SEPD/ ESPD**" on the website: **<https://www.uzp.gov.pl/baza-wiedzy/jednolity-europejski-dokument-zamowienia>**

1.1.3. **The Contracting Authority informs that in Part 4 of "SEPD" it is permissible to complete this document only in the ALFA section (α: Declaration on all eligibility criteria).**

1.1.4. **Contractors shall not complete Part V of "SEPD" as it does not apply in the present proceedings.**

1.1.5. The contractor that refers to **the resources of other entities**, in order to demonstrate the absence of grounds for exclusion and fulfilment, to the extent the contractor refers to their resources, the conditions for participation in the proceedings **shall submit the SEPD with regard to those entities** (Article 25a Section 3 of PPL).

1.1.6. The Contracting Authority **shall not require** the "SEPD" document to be submitted by subcontractors on whose capacity the Contractor does not rely in demonstration of the fulfilment of the conditions for participation in the proceedings (Article 25a Section 5 of PPL).

1.1.7. In the case of joint application for the award of the contract by Contractors, "SEPD" shall be submitted by each of the Contractors jointly applying for the contract. These documents confirm the fulfilment of the conditions for participation in the proceedings and the lack of grounds for exclusion to the extent that each of the Contractors demonstrates meeting the conditions for participation in the procedure and lack of grounds for exclusion (Article 25a Section 6 of PPL).

1.2. **Commitment of another entity referred to in Article 22a Section 2 Act of PPL to provide the Contractor with the necessary resources for the purpose of performance of the contract,** if the Contractor relies on the capacity or standing of other entities to confirm the fulfilment of conditions for participation in the proceedings.

In such a case, the Contracting Authority shall require the submission, **together with the tender bid**, of a third party's commitment or of another document aimed to demonstrate that the Contractor has been provided with the potential by a third party to the extent specified in Article 22a Section 1 of PPL, confirming that the specified potential - to demonstrate compliance with the conditions for participation in the procedure – **has actually been provided to the Contractor**.

This commitment constitutes the starting point to assess the fulfilment of the conditions for participation in the proceedings performed by the Contracting Party in the first place on the basis of the preliminary declarations made by the Contractor submitted in the SEPD.

In order to make a preliminary assessment of the fulfilment of the conditions for participation in the procedure, it is necessary to determine to what extent the Contractor demonstrates the fulfilment of the conditions itself, and to what extent it takes advantage of the potential of another entity and what scope of this potential has been provided to the Contractor to determine which the above document is required.

At the same time, the Contracting Authority, when assessing the fulfilment of the conditions for participation in the proceedings based on these preliminary declarations, shall also assesses the lack of grounds for exclusion from the proceedings of other entities. In order to perform such an assessment, the Contracting Authority must have full information that the potential of another entity should be subject to its preliminary assessment. In order to achieve such an objective, it is necessary for the Contractor to submit the commitment of another entity along with the tender bid.

1. **The Contracting Authority shall request the submission of a relevant power of attorney** should the tender bid and the declarations and the documents requested by the Contracting Authority are signed by a person not listed as a person authorized to represent the Contractor in the public records of the Contractor (e.g. the National Court Register, Central Registration and Information on Business). Detailed requirements regarding the power of attorney are described in Chapter XI of the ToR.

**B. Declaration of affiliation or non-affiliation with the same capital group within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection (Journal of Laws of 2016, item 184, 1618 and 1634) submitted within 3 days from the posting of the information referred to in Article 86 Section 5 Item 23 of PPL online**

1. Pursuant to Article 24 Section 11 of the Public Procurement Law, the Contractor, within 3 days from the date of the posting of the information referred to in Article 86 Section 5 of PPL online, shall provide the Contracting Authority with **a declaration of affiliation or non-affiliation with the same capital group** referred to in Article 24 Section 1 Item 23 of PPL **as the Contractors that have submitted separate tender bids**.
2. . In the case of affiliation with the same capital group, the Contractor may submit, together with the declaration, documents or information confirming that the relations with another Contractor do not lead to distortion of competition in the proceedings.
3. The model of the aforementioned declarations will be posted on the website the Contracting Authority simultaneously with the information referred to in Article 86 Section 5 of PPL (information on the opening of tender bids).

**C. Documents and declarations at the Contracting Authority’s request**

Prior to the award of the contract, the Contracting Authority will request the Contractor with the best-assessed tender bid to submit, within the prescribed time limit of no less than 10 days, declarations or documents confirming the circumstances referred to in Article 25 Section 1 of PPL effective as at the date of submission.

1. **In order to confirm the fulfilment of the conditions for participation in proceedings referred to in Article 22 Section 1 Item 2 of PPL, the Contracting Authority shall request the submission of:**
   1. **documents confirming that the contractor holds third-party liability insurance with regard to the scope of conducted activity connected with the object of the procurement** for the guarantee sum specified by the Contracting Authority;
   2. **information of the bank or cooperative savings and credit bank confirming the amount of financial means or creditworthiness of the Contractor**, within a period no earlier than 1 month prior to the deadline for submission of tender bids;
   3. **a list of supplies or services performed** and, in the case of periodic or continuous performance, also performed during the last 3 years before the deadline for submission of tender bids or requests for admission to the proceedings, and if the period of activity is shorter - during this period, the value, the object, the dates of performance and the entities for which the supply or service was performed,

and

attachment of **evidence that these supplies or services have been performed or are being duly performed**, with the evidence in question being reference letters or other documents issued by the entity to which the supplies or services were performed and, in the case of periodic or continuous supplies or services – are being performed, and if, for justified reasons, the contractor is unable to obtain this evidence, the Contractor's declaration; in the case of periodic or continuous supplies or services, references or other documents confirming their proper performance should be issued no earlier than 3 months before the deadline for submission of tender bids or requests for admission to the proceedings;

1. Pursuant to §5 of the Decree, **in order to demonstrate lack of grounds for exclusion of the Contractor under the circumstances referred to in Article 24 of PPL, the Contracting Authority shall require the following declarations and documents to be submitted:**
   1. **information from the National Criminal Register** within the scope defined in Article 24 Section 1 Item 13, 14, 21 of PPL issued not earlier than 6 months prior to the deadline for the submission of tender bids;
   2. **a declaration of the Contractor** on no final and binding judgment of the court or no final administrative decision being issued on a delay in the payment of taxes, social security or health insurance premiums or fees, or - in case of such a judgment or decision being issued, documents confirming the payment of these liabilities together with possible interest or fines or entry into a binding agreement on the repayment of these liabilities;
   3. a certificate of the appropriate head of the tax office confirming that the Contractor is not in arrears with the payment of taxes issued no earlier than 3 months prior to the deadline for submission of tender bids or requests to admission to the proceedings or another document confirming that the Contractor has concluded an agreement with the competent tax authority on the repayment of these liabilities with possible interest or fines, in particular that it has obtained the exemption provided for by law, that the payment the overdue liabilities has been suspended or divided into instalments, or that enforcement of the decision of the competent authority has been stopped;
   4. **a certificate of the appropriate organizational unit of the Social Insurance Institution or Agricultural Social Insurance Fund** or another document confirming that the Contractor is not in arrears with the payment of social insurance or health insurance contributions issued no earlier than 3 months prior to the deadline for the submission of tender bids or another document confirming that the Contractor has entered into an agreement has concluded an agreement with the competent authority on the repayment of these liabilities with possible interest or fines, in particular that it has obtained the exemption provided for by law, that the payment the overdue liabilities has been suspended or divided into instalments, or that enforcement of the decision of the competent authority has been stopped;
   5. **a declaration of the Contractor** that no final and binding judgment of the court or no final administrative decision on the payment of taxes, social security or health insurance contributions or fees has been issued, or – should such a judgment or decision be issued, documents confirming the payment of these liabilities together with possible interest or fines or entry into a binding agreement on the repayment of these liabilities;
   6. **a declaration of the Contractor** that it has not been prohibited it from of applying for public contracts as preventive measure against it;
   7. **a declaration of the Contractor** on affiliation or non-affiliation with the same capital group as the Contractors who have submitted separate tender bids in the present proceedings. The declaration shall be made in accordance with **the provisions of Chapter VI, Part B,** within 3 days of the date on which the information referred to in Article 86 Section 5 of PPL was posted online;
   8. Where the Contractor relies on the capacities or standing of other entities under the terms of Article 22a of PPL, the Contracting Authority requests the documents listed in Part C, Section 2 Items 2.1. - 2.6 to be submitted in respect of those entities.
2. If the Contractor has a registered office or a place of residence outside the territory of the Republic of Poland, it shall submit the following instead of the documents referred to in Section 2,
3. Item 2.1 - information from the relevant register or, in the absence of such a register, another equivalent document issued by the competent judicial or administrative authority of the country where the Contractor has its registered seat of place of residence or the place of residence is held by the person the information or document relates to, to the extent specified in Article 24 Section 1 Item 13, 14 and 21 of the Public Procurement Law (according to § 7 Section 1 Item 1 of the Decree of the Minister of Development of 26 July 2016 *on the types of documents that may be requested by the Contracting Authority from the Contractor in the procurement proceedings* (Journal of Laws Item 1126) hereinafter referred to as the "*Decree*");
4. Item 2.3 - 2.4. - a document or documents issued in the country in which the Contractor has his registered seat or place of residence, stating respectively that it: is not in arrears with paying taxes, fees, social security or health insurance contributions or that it has entered into an agreement with the competent authority on the repayment of these liabilities with possible interest or fines, in particular that it has obtained the exemption provided for by law, that the payment the overdue liabilities has been suspended or divided into instalments, or that enforcement of the decision of the competent authority has been stopped.
5. The Contractor established in the territory of the Republic of Poland shall submit, in respect of a person domiciled outside the territory of the Republic of Poland whom the document referred to in Section 2 Item 2.1.concers, the document referred to in Section 3 Item 1 hereof to the extent specified in Article 24 Section 1 Item 14 and 21. If no such document is issued in the country of their residence, the document shall be replaced by a document containing a deceleration made by that person to a notary or a judicial, administrative or professional or economic authority competent for the person's place of domicile.
6. The documents referred to in Section 3 Item 1 and Section 4 should be issued no earlier than 6 months prior to the deadline for submission of tender bids, the documents referred to in Section 3 Item 2 no earlier than 3 months prior to this deadline.
7. Pursuant to § 2 Section 7 of the Decree, if the content of information provided by the Contractor in the "SEPD" referred to in Article 10a Section 1 of PPL corresponds to the scope of information which the Contracting Authority requires by requesting documents, in particular the ones referred to in § 2 Section 4 of the Decree, the Contracting Authority may refrain from demand these documents from the Contractor. In such a case, evidence of the Contractor’s fulfilment of conditions for participation in the proceedings and lack of grounds for exclusion shall be relevant information provided in "SEPD" by the Contractor or respectively by entities the capacity or standing of which the Contractor relies on pursuant to the principles specified in Article 22a of PPL.
8. The fulfilment of conditions for participation in the proceedings will be assed in accordance with the "*fulfilment – no fulfilment*" formula on the basis of submitted declarations, documents required by the Contracting Authority. Failure to fulfil at least one of the aforementioned conditions will result in the Contractor being excluded from the proceedings and its tender bid declared to be rejected.

**D. Supplementation of documents, declarations and powers of attorney at the request of the Contracting Authority and provision of explanations by the Contractor under PPL.**

1. In accordance with Article 26 Section 3 of the Public Procurement Law, should the Contractor fail to submit the declarations referred to in Article 25a Section 1 of PPP, the declarations or documents confirming the circumstances referred to in Article 25 sec. 1 of PPL, or other documents necessary to conduct the proceedings, should the declarations or documents be incomplete, contain errors or raise doubts, the Contradicting Authority will request that they are submitted, supplemented or correction or that explanations are provided within the time limit determined by it, unless despite the submission, supplementation or correction or provision of explanations, the Contractor's tender bid is rejected or it is necessary to revoke the proceedings.
2. Should the Contractor fail to submit the required powers of attorney or should the submitted powers of attorney be defective, the Contracting Authority will request, under Article 26 sec. 3a of PPL, that they are submitted within the time limit determined by it, unless, despite their submission, the Contractor's tender bid is rejected or it is necessary to revoke the proceedings.
3. The Contracting Authority shall, pursuant to Article 26 sec. 4 of PPL, also request, within the time-limit determined by it, explanations concerning the declarations or documents referred to in Article 25 Section 1 of PPL.

**CHAPTER VII** – **INFORMATION oN the MANNER OF COMMUNICATION BETWEEN THE CONTRACTOR WITH CONTRACTORS AND PROVISION OF DECLARATIONS OR DOCUMENTS**

1. In accordance with the transitional regulations referred to in Article 18 of the Act of 22 June 2016 *amending the Public Procurement Law* *and some other acts* (Journal of Laws of 2016, Item 1020) communication between the Contracting Authority and the Contractors in the present procurement proceedings shall be held:
2. through a postal operator within the meaning of the Act of 23 November 2012 - Postal Law (Journal of Laws of 2012, Item 1529, and of 2015, Item 1830);
3. in person,
4. through a messenger,
5. by fax,
6. by means of electronic communication within the meaning of the Act of 18 July 2002 *on provision of services by electronic means* (Journal of Laws of 2013, Item 1422, of 2015, Item 1844 and of 2016 Item 147 and 615).
   1. Any and all documents submitted by the Contractor, at every stage of the proceedings, should bear at least a legible signature with the name of the person signing the document.
7. In accordance with the transitional regulations referred to in Article 18 of the Act of 22 June 2016 *amending the Public Procurement Law* *and some other acts* (Journal of Laws of 2016, Item 1020) should the Contracting Authority or the Contractor provide declarations, requests, notifications and information by fax or by electronic means within the meaning of the Act of 18 July 2002 *on provision of services by electronic means*, each party shall, upon the request of the other party, promptly confirm receipt of the service.

The Contracting Authority shall authorize the provision of copies of the aforementioned documents by means of legible fax (at 22-608-26-24) or by e-mail to: przetargi@bn.org.pl as an attachment to an e-mail. Documents provided in this manner must be signed (in accordance with the principle defined in Section 1 Item 1.1 of this chapter) by the person (s) authorized to represent the Contractor while the originals of the documents shall be delivered immediately in person or by letter to the address of the other party.

1. **Illegibility of the document transmitted by facsimile or e-mail should be communicated immediately by fax or e-mail to the party that has sent the document by fax or e-mail (lack notification will indicate that the receiving party could read the content of the fax or e-mail). The date of receipt of the information referred to above shall be deemed to be the date on which the parties to the proceedings could become familiar with the provided fax or email.**
2. The Contractor may request the Contracting Authority to explain the contents hereof. The Contracting Authority is obliged to provide explanations immediately, but no later than 6 days before the deadline for submission of tender bids, provided that the request for clarification of hereof has been received by the Contracting Authority no later than the end of the day when half of the time limit for the submission of tender bids elapses. Extension of the deadline for submission of tenders does not affect the time limit for filing a request for clarification of the contents hereof.

**NOTE!**

**In the case described above (request for clarification of the content hereof), the Contracting Authority** **also requires the editable content of the request for clarification of the contents hereof to be sent electronically to the address: przetargi@bn.org.pl irrespective of the form of provision of the inquiry.**

1. Should the request for clarification of the content hereof be received after the statutory deadline for submission of the request for clarification of the contents hereof or should it relate to the explanations given, the Contracting Authority may, pursuant to Article 38 Section 1a of PPL, provide explanations or leave the request without consideration. Extension of the time limit for submission of tender bids shall not affect the period of submission of the requests referred to in Section 4 above.
2. The Contracting Authority will communicate the content of the inquiries together with the explanations to the Contractors provided with the ToR without disclosing the source of the inquiry and shall post it on the official website of the Contracting Authority in the section "Public Procurement" (<http://bn.org.pl/bip/zamowienia-publiczne>) where this ToR has been made available.
3. Contractors are obliged to follow any changes posted on the website of the Contracting Authority in the section "Public Procurement" (<http://bn.org.pl/bip/zamowienia-publiczne>) where this ToR has been made available.
4. According to Article 38 Section 4 of PPL, in justified cases, before the deadline for submission of tender bids, the Contracting Authority may change the content hereof. The change of content hereof will be made available on the Contracting Authority's website in the section "Public Procurement" (<http://bn.org.pl/bip/zamowienia-publiczne>) where this ToR has been made available.
5. Should, as a result of a change in the content hereof which does not lead to the amendment of the contents of the procurement notice, additional time be required for the change of the tender bids, the Contracting Authority will extend the deadline for submission of tender bids and inform the Contractors provided with the ToR and shall post information about the extension of the deadline for submission of tender bids on the Contracting Authority's website in the section "Public Procurement" (<http://bn.org.pl/bip/zamowienia-publiczne>) where this ToR has been made available.
6. Should a change in the content hereof lead to a change in the content of the procurement notice, the Contracting Authority shall provide the Publications Office of the European Union with a notice including the additional information, notice on incomplete information or rectification by electronic means in accordance with the form and procedures indicated on the website specified in the Directive.
7. In the event of discrepancies between the content hereof and the content of the answers provided, the content of the letter containing the Contracting Authority’s later declaration shall be binding.
8. The Contracting Authority does not envisage organizing a meeting of Contractors.
9. Any and all correspondence to the Contracting Authority related to these proceedings should be addressed to:

**Biblioteka Narodowa; Kancelaria (pokój 283)**

**[*National Library of Poland; Registrar’s Office (Room 283)*]**

**al. Niepodległości 213; 02-086 Warsaw, Poland**

with a note:

*Correspondence concerning the tender under the name:* ***Purchase and implementation of the Integrated Resource Management System for Libraries*** *– case file no.: XIV/264/14/17.*

Contracting Authority’s note: The Registrar’s Office is open from Monday to Friday (except public holidays) from 08:00 to 16:00.

1. The Contracting Authority can also be contacted by fax: 22-608-26-24 and by e-mail: [przetargi@bn.org.pl](mailto:przetargi@bn.org.pl).
2. The persons authorized by the Contracting Authority to communicate with the Contractors in the scope resulting from the Public Procurement Law are the employees of the Planning and Public Procurement Office: Elżbieta Biedruna and Bogumiła Bernatowicz (e-mail: [przetargi@bn.org.pl](mailto:przetargi@bn.org.pl), fax: 22-608-26 -24).

**CHAPTER VIII** – **REQUIREMENTS FOR THE BID BOND**

1. Pursuant to Article 45 Section 1 of PPL, the Contracting Authority requires Contractors to submit a bid bond.
2. The tender bid must be secured with a bid bond of PLN 540,000.00 (in words: five hundred and forty thousand zlotys).
3. The bid bond must be submitted before the deadline for submission of tender bids.
4. The bid bond may be submitted in one or more of the following forms:
5. cash,
6. bank guarantees or sureties of the cooperative savings and credit bank, but that the surety of the cooperative bank shall always be a monetary surety,
7. bank guarantees,
8. insurance guarantees,
9. sureties provided by the entities referred to in Article 6b Section 5 Item 2 of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (Journal of Laws of 2014, Item 1804, and of 2015 Item 978 and 1240).
10. In the case of a bid bond submitted in a different form than in cash, the "bid bond" document should contain a note: “Bid bond for open tender – case file no. XIV/264/14/17 - **Purchase and Implementation of Integrated Resource Management System for Libraries**”.
11. The Contractor is obliged to pay a cash bid bond by means of a bank transfer to the following bank account of the Contracting Authority (National Library of Poland): 56 1130 1017 0020 1461 0620 0005.

The transfer title should include the following entry:

"Bid bond for open tender – case file no. XIV/264/14/17 - **Purchase and Implementation of Integrated Resource Management System for Libraries**".

1. The Contractor is obliged to submit guarantees or sureties in the original to the Contracting Authority together with the tender bid (in a separate, marked envelope), al. Niepodległości 213; 02-086 Warsaw, Pokój [*Room*] 283 (Kancelaria [*Registrar’s office*]). In addition, it is recommended that the Contractor should attach a copy of the bid bond document/ proof of payment of the bid bond to the tender bid, e.g. a copy of the guarantee, surety or transfer order.
2. The Contracting Authority shall retain the Contactor’s bid bond in the cases provided for in Article 46 Section 4a of PPL and Article 46 Section 5 of PPL.
3. The bid bond submitted in the form of a guarantee or surety must include in its content the obligation of the Guarantor or the Suretor to pay the sum of the bid bond upon request of the Contracting Authority in the cases specified in Article 46 Section 4a of PPL and Article 46 Section 5 of PPL by specifying the case of retention of the bid bond or indication of at least the relevant provisions, i.e. Article 46 Section 4a of PPL and Article 46 Section 5 of PPL.
4. The tender bid of the Contractor failing to submit a bid bond or submitting a bid bond improperly will be rejected pursuant to Article 89 Section 1 Item 7b).
5. The circumstances and rules of the repayment of the bid bond, its forfeiture and the principles of its credit for the performance bond are specified in PPL.
6. In the case of a bid bond submitted in the form of guarantees or sureties drawn up in a foreign language, the Contracting Authority requests their original translation into Polish signed by the Contractor or their copy certified by the Contractor to be true is submitted with the tender bid or in the place indicated in Section 7 of this Chapter.

**CHAPTER IX** – **REQUIREMENTS FOR THE PERFORMANCE BOND**

The Contracting Authority shall request the Contractor, whose tender bid has been selected as the most advantageous, to provide a performance bond of 10% of the total price stated in the tender bid.

The Contractor shall provide a performance bond no later than on the contract conclusion date.

The performance bond may be provided at the Contractor's choice in one or more of the following forms:

* 1. cash,
  2. bank guarantees or sureties of the cooperative savings and credit bank, but that the surety of the cooperative bank shall always be a monetary surety,
  3. bank guarantees,
  4. insurance guarantees,
  5. sureties provided by the entities referred to in Article 6b Section 5 Item 2 of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (Journal of Laws of 2014, Item 1804, and of 2015 Item 978 and 1240).

1. The Contacting Authority does not agree for the performance bond to be submitted in the forms referred to in Article 148 Section 2 of PPL.
2. The performance bond provided in money shall be transferred by the Contractor to the bank account specified by the Contacting Authority, i.e. the National Library of Poland's bank account No. 56 1130 1017 0020 1461 0620 0005.

The transfer title should include the following entry:

“Case file no. XIV/264/14/17 - **Purchase and Implementation of Integrated Resource Management System for Libraries**

1. Regardless of the form of payment of the collateral, it must meet the conditions of the collateral lodged in money and the Contractor cannot limit in any way (e.g. by means of additional documents, requirements) the right of the Contacting Authority to dispose of the collateral if circumstances under the contract arise, the provisions of PPL or the Civil Code. Should a collateral be submitted in the form of guarantees and sureties, they must comply with the relevant provisions of the contract and Article 151 of PPL.
2. **Where the performance bond is paid in the form of a bank guarantee, insurance guarantee or surety, the Contracting Authority shall require the Contractor to submit a draft of the document by fax or electronic means prior to signing the contract in order to verify the correctness of the records. Lack of acceptance of the Contracting Authority may result in failure to conclude the contract for reasons attributable to the Contractor.**
3. The performance bond will be repaid in accordance with Article 151 of the Public Procurement Law, as follows:
4. 70% of the amount of the collateral - within 30 days of the date of performance of the contract and its performance deemed due by the Contacting Authority,
5. 30% of the amount of the collateral - no later than 15 days after the expiry of the warranty period for defects.

**CHAPTER X** – **TENDER BID VALIDITY TERM**

1. The Contractor shall be bound by its bid for 60 days (which corresponds to 2-month tender bid validity term indicated in the procurement notice in accordance with Directive 2014/24/EU). The tender bid validity term shall start with the expiry of the time limit for submission of tender bids.
2. The Contractor, on its own or at the request of the Contracting Authority, may extend the tender bid validity term, though the Contracting Authority may only once, at least 3 days before the lapse of tender bid validity term, request the Contractors to agree to an extension of this term for a designated period not longer than 60 days.
3. Denial of consent as referred to in Section 2 shall not result in the loss of the bid bond.
4. Extension of the tender bid validity term shall only be possible with the extension of the validity term of the bid bond, or, should this not be possible, with submission of a new bid bond for the extended tender bid validity term. Should the tender bid validity term be extended after the selection of the most advantageous tender bid, the obligation to submit a new bid bond or extend it shall only refer to the Contractor whose tender bid has been chosen as the most advantageous one

**CHAPTER XI** – **DESCRIPTION OF PREPARATION OF THE TENDER BID**

1. The Contractor shall prepare and submit a tender bid in accordance with the description specified herein
2. The content of the tender bid must correspond to the content hereof.
3. The Contractor shall offer the object of procurement in accordance with the requirements of the Contracting Authority included in the Attachment 1 hereto - "Description of the Object of Procurement" and in Attachment 2 hereto – Sample contract.
4. In accordance with the transitional provisions referred to in Article 18 Item 4 of the Act of 22 June 2016 *amending the Public Procurement Law and certain other acts* (Journal of Laws of 2016 Item 1020), **the tender bid in the present procurement proceedings shall be submitted in writing or else it shall be null and void**. The Contracting Authority does not agree for the tender bid to be submitted in electronic form.
5. According to Article 82 Section 1 of PPL, a Contractor may submit only one tender bid. Tender bids of Contractors submitting more than one tender bid will be considered incompliant with PPL and rejected pursuant to Article 89 Section 1 Item 1 of PPL.
6. The contract award proceedings shall be conducted in Polish. The Contracting Authority authorizes submission of statements, tender bids and other documents also in English.
7. The tender bid and attachments thereto must be signed (in accordance with the principle defined in Chapter VII, Section 1 Item 1.1 hereof) by the person authorized to represent the Contractor. If the person signing the tender bid and submitting the declarations or other supporting documents on behalf of the Contractor, or certifying that the documents are a true copy of the original is not the person authorized to represent the Contractor on the basis of a current copy from the relevant register or other document attached to the tender bid, the Contractor shall provide a **relevant power of attorney authorizing the person or persons to perform the actions specified therein on behalf of the Contractor**.

The power of attorney must be issued by a person authorized to represent the Contractor and submitted either in **original** or as **a copy certified by the notary public**.

1. Pursuant to Article 23 of PPL, **Contractors may jointly apply for a contract (e.g. in the form of a consortium)**, provided that they appoint a representative and define, in accordance with Article 23 Section 2 of the Public Procurement Law, the scope of its powers towards the Contracting Authority, and their tender bid meets the following requirements:
2. the Contractors jointly applying for the contract shall submit, together with the tender bid, a document (e.g. a power of attorney) stating at least: the parties acting jointly and indicating the proxy of the Contractors jointly applying for the award of the contract and the scope of the powers of the proxy (to represent them in the contract award proceedings or to represent in the contract award proceedings and conclusion of public procurement contract),
3. the tender bid of the contractors jointly applying for the contract must be signed in such a way that it legally obliges all Contractors jointly applying for the contract,
4. in relation to the conditions set out in Article 22 Section 1 Item 1 of PPL, each of the Contractors jointly applying for a contract, must separately document the fact that it is not subject to exclusion from proceedings under Article 24 Section 1 Item 12-23 of PPL,
5. in relation to the requirements set out in Article 22 Section 1 Item 2 of the Public Procurement Law, joint fulfilment of the conditions for participation in the proceedings by Contractors acting jointly shall be taken into account,
6. it should follow from the content of the tender bid Form that the tender bid is submitted on behalf of Contractors jointly applying for the award of the contract, the name of the Contractors and the data to identify them should be completed in the appropriate place in the tender bid form (Attachment no. 5 hereto).

Note: In accordance with Chapter XV hereof, once the most advantageous tender bid is selected (before the contract is signed), the Contracting Authority will require a contract regulating the co-operation of the Contractors jointly applying for the award of the contract to be submitted.

1. The tender bid should be legible, typed, or in an otherwise durable manner or handwritten.
2. The Contractor shall bear all the costs associated with participation in the present proceedings.
3. It is recommended that the tender bid should contain a table of contents and that each used page of the tender bid should be sequentially numbered.
4. It is recommended that each used page of the tender bid should be initialled by the person (s) authorized to represent the Contractor.
5. It is recommended that all documents and declarations submitted with the tender bid should be legibly signed with the name of the signatory (in accordance with the principles set forth in Chapter VII Section 1 Item 1.1. hereof).
6. Any place with changes (amendments) should be signed by the person(s) authorized to represent the Contractor.
7. All pages of the tender bid should be bound together in a permanent manner, preventing it from being broken (taking into account the situation described in Section 26 below on company secrecy).
8. It is recommended that information on the number of pages on which the tender bid was submitted along with attachments should be placed.
9. In the case of the model of the "SEPD" form made available by the Contracting Authority (Attachment no. 4 hereto, in xml format), the Contractor:
10. shall save this file to a local disk or other storage medium,
11. shall mark, on the eESPD website at http://ec.europa.eu/growth/espd (direct access to the Polish language version of the website at <https://ec.europa.eu/growth/tools-databases/espd/filter?lang=pl>) the "I'm a Contractor" box and shall import the previously saved file with the "SEPD" form model provided by the Contracting Authority,
12. shall complete the "SEPD" form,
13. after completing the "SEPD" form, the Contractor shall be able to print it.

**The "SEPD" form prepared in this manner should be attached to the tender bid once it has been signed.**

NOTE: The xml file generated by the Contractor in eESPD should be saved, for future use, by the Contractor on a local disk or other storage medium since the files are not stored in eESPD.

1. The tender bid must be submitted to the Purchaser in a permanently closed, unopened packaging that prevents the content thereof from being read without damaging the packaging. The packaging should bear the following:

**Biblioteka Narodowa**

**[*National Library of Poland*]**

**al. Niepodległości 213**

**02-086 Warsaw**

**Poland**

**Kancelaria, pokój 283**

**[*Registrar’s Office (Room 283)*]**

*The tender bid in the contract award proceedings under the name:* Purchase and implementation of the Integrated Resource Management System for Libraries *Case file no. XIV/264/14/17*

*DO NOT OPEN before* ***2017-09-27 12:30****”*

1. It is recommended to place the name (business name) of the Contractor submitting the tender bid on the envelope (package) containing the tender bid with attachments.
2. Proper packaging of the tender bid, including its closure, should be understood as a way of securing the content of the tender bid, which prevents third parties or any other person from getting acquainted with the content of the tender bid before the opening date of the tender bids - in accordance with Article 86 Section 1 of PPL.
3. As the packaging may be damaged the tender bid is sent, it is recommended to use two envelopes labelled as above.
4. **The Contracting Authority requires that the Contractor's tender bid should contain** a completed and signed Tender Bid Form - in accordance with the provisions of Attachment no. 5 hereto.
5. **Along with the tender offer, one should submit**:
6. relevant documents and declarations requested by the Contracting Authority **at the stage of submitting tender bids** in **Part A of Chapter VI hereof**;
7. in case the Contractor represented by a proxy - **a power of attorney specifying its scope**, signed by persons authorized to represent the Contractor.

The power of attorney shall be submitted in the form referred to in Section 7, and in the case of Contractors acting jointly, it must also meet the requirements set out in Section 8.

1. The Contracting Authorityrequests the tender bid to include "Contractor's Information Required for the Contract Preparation" according to the model attached as Attachment no. 7 hereto (this document is non-compulsory).
2. Contractor's declarations whose models are specified in the Attachments hereto must be completed by the Contractor according to these models in accordance with the provisions hereof. The Contractor may submit attachments according to its own layout, but they must include the content included in the models. Should any part of the required attachments not concern the Contractor, it shall act accordingly in line with the Instructions for completing the Attachment or shall enter "not applicable".
3. If the tender bid contains information which is a business secret within the meaning of the act on combating unfair competition, the Contractor shall state, no later than by the deadline for submission of the tender bids, beyond any doubt, which information contained in the tender bid is confidential and prove that the confidential information is proprietary information. Proprietary information of the company should be placed in another internal envelope, separate from the other information contained in the tender bid and marked with the "PROPRIETARY INFORMATION" clause. The Contractor may not reserve the information referred to in Article 86 Section 4 of PPL, namely: the name (business name) of the Contractor and the address, the price of the tender bid, the date of performance of the contract, the warranty period and terms of payment included in the tender bid.
4. Change or withdrawal of the tender bid
5. The Contractor may introduce changes/corrections/modifications/additions to the submitted tender bid only prior to the lapse of the deadline for submission of tender bids specified in Chapter XII hereof. Introduction of changes/corrections/modifications/additions to the tender bid shall require the Contractor or its representative to submit a written notification of their introduction. The notification of changes/corrections/modifications/additions to the tender bid must be submitted in the same manner as the tender bid, in an envelope bearing an additional inscription "CHANGE". The envelope marked with the inscription "CHANGE" shall be opened before the opening of the tender bid of the Contractor that has introduces changes/corrections/modifications/additions and shall be considered an integral part of the offer.
6. The Contractor may, before the deadline for submission of tender bids specified in Chapter XII hereof, withdraw the submitted tender bid. In order to withdraw the tender bid, the Contractor or its representative shall be required to submit a written notification of the withdrawal of the tender bid. The notification of withdrawal of the tender bid must be submitted in accordance with the rules governing the submission of tender bids, though the envelope must be marked "WITHDRAWAL". Along with the withdrawal of the tender bid, the Contractor shall submit a letter to identify the Contractor in order for the Contracting Authority to verify in the relevant register or in the central records and information of business, available in electronic form, whether the person withdrawing the offer is authorized to do so. If the signatory of the withdrawal of the tender bid is not authorized under the current online registers, the Contractor must submit a relevant power of attorney granted to the person submitting the withdrawal.

The power of attorney must be submitted in original and issued by the person(s) / representing the Contractor or in a **notarized** copy. The tender bid withdrawn at the request of the Contractor will be returned at the expense of the Contractor. Declaration of withdrawal should be signed by persons duly authorized to represent the Contractor.

**Chapter XII –PLACE AND DATE OF SUBMISSION AND OPENING OF TENDER BIDS**

1. Place of submitting tender bids

Biblioteka Narodowa [*National Library of Poland]* al. Niepodległości 213; 02-086 Warsaw, Poland, Kancelaria, pokój 283[*Registrar’s Office (Room 283)*]

1. **The deadline for submitting the tender bids is 2017-09-27, 12:00.**

The date, hour and minute (until 12:00) of the delivery of the tender bid to room 283 at the National Library of Poland at Al. Niepodległości 213, 02-086 Warsaw shall be decisive as regards the timely submission.

Note of the Contacting Authority: The *Registrar’s Office* is open from Monday to Friday (except public holidays) from 08:00 to 16:00.

**NOTE**: Placing an offer with the Contacting Authority at a place other than the aforementioned may result in its failure to reach the designated place within the time limit set for submitting the tender bids for reasons attributable to the Contractor.

1. In accordance with Article 84 Section 2 of PPL, the Contacting Authority shall immediately notify the Contractor of the tender bid being submitted after the deadline and shall return the tender bid after the lapse of the deadline for lodging an appeal.
2. The tender bids shall be opened on 2017-09-27 at 12:30 in the Contacting Authority’s registered seat, in room 1201. The tender bids shall be opened in public.
3. At the opening of tender bids, the Contacting Authority shall provide the information referred to in Article 86 Section 3 and 4 of PPL.
4. Immediately after the opening of the bids the Contacting Authority will post on the official website of the Contacting Authority in the section "Public Procurement" (<http://bn.org.pl/bip/zamowienia-publiczne>), information on;
   1. the amounts the Contacting Authority intends to spend on financing the contract,
   2. business names and addresses of Contractors who submitted tender bids by the deadline,
   3. the price, supply date, warranty period and terms of payment included in the tender bids.
5. Along with the information referred to in Section 6, the Contacting Authority will also include a model of the Contractor's declaration of affiliation or non-affiliation with the same capital group referred to in Article 24 Section 1 Item 23 of PPL.

According to Article 24 Section 11 of PPL, the Contractor is obliged, within 3 days from the date of the online posting of the information referred to in Section 6 above, to provide the Contacting Authority with a declaration of affiliation or non-affiliation with the same capital group as the Contractors who have submitted separate tender bids. Should the Contractor be affiliated with the same capital group as the Contractor who has submitted a separate tender bid, it may, together with the submission of the declaration, provide evidence that the affiliation with another Contractor does not lead to distortion of competition in the procurement proceedings.

**CHAPTER XIII – DESCRIPTION OF PRICE CALCULATION**

1. The tender bid must include the total gross value (incl. VAT) in Polish zlotys for the object of the procurement, also referred to as the "price" or "tender bid price", calculated for the whole offered object of the procurement, within the meaning of Article 3 Section 1 Item 1 and Section 2 of the Act dated 9 May 2014 on information about prices of goods and services (Journal of Laws of 2014, Item 915), i.e. value expressed in monetary units, which the Contracting Authority will be obliged to pay the Contractor for the goods or services (or the goods along with the service). The price shall include VAT and excise duty if, under separate regulations, the sale of goods (services) is subject to the VAT and excise duty.

The price of the tender bid, which will constitute the remuneration of the Contractor for the performance of the object of the procurement, should be calculated taking into account the full scope of the subject of the procurement specified herein and attachments hereto

The price of the offer shall include all costs related to the performance of the offered object of the procurement.

1. Pursuant to Article 91 Section 3a of PPL, if a tender bid is submitted in the proceedings and its selection leads to a tax point arsing with the Contracting Authority in accordance with the provisions of the VAT Act, the Contracting Authority shall, in order to evaluate such a tender bid, increase the presented price by the VAT it would be obliged to settle in accordance with these provisions. When submitting a tender bid, the Contractor shall be obliged to inform the Contracting Authority whether the selection of the tender bid will lead to a tax point arsing with the Contracting Authority, indicating the name(s) of the goods or services the supply of which will make the tax point arise, **and indicate their value without the tax due.**
2. The Contractor shall be responsible for the correct determination of VAT. If a rate of VAT other than the basic rate (23%) is applied, the Contractor should demonstrate the grounds for the application of the different preferential tax rate or the possibility of applying tax exemptions (*e.g. by providing explanations or an individual decision of the Tax Office*).
3. The methods of payment and settlement for the performance of the contracts are specified in the Sample contract attached as Attachment no. 2 hereto
4. The tender bid price should be quoted in PLN.
5. The Contracting Authority requires that the net and gross values and the value of VAT should be given in PLN rounded to two decimal places, i.e. up to 1 grosz.

The Contracting Authority reminds the Contractors that the mathematical rules of rounding are as follows:

* 1. when number "5" or a higher number is at the centesimal point, the value shall be rounded up (i.e.: e.g. 0.155 must be rounded to 0.16);
  2. when number "4" or a lower number is at the centesimal point, the value shall be rounded down (i.e. e.g. the value of 0.154 must be rounded to 0.15);

When performing any calculation, the Contractors must comply with the above rules of rounding.

In the event of a mistake in this respect, the Contracting Authority shall make corrections in accordance with the above rules.

1. Settlements between the Contracting Authority and the Contractor will be carried out exclusively in Polish Zloty (PLN).
2. The Contractor shall bear all costs associated with the preparation and submission of the tender bid.

**CHAPTER XIV - DESCRIPTION OF THE CRITERIA WHICH THE CONTRACTOR WILL FOLLOW AT THE SELECTION OF THE TENDER BID WITH THE IMPORTANCE OF THE CRITERIA AND THE MANNER OF ASSESSMENT OF THE TENDER BID**

1. The Contracting Authority will assess the tender bids on the basis of the following criteria:
2. The gross price of the tender bid, i.e. the total remuneration of the Contractor for the performance of the whole Object of the Contract referred to in § 8 Section 1 of the Sample contract - **30% (30 points)**
3. The fee for performance of the Object of the Contract referred to in § 8 Section 1 Item 1-3 of the Sample contract (implementation, training, transfer of intellectual property rights, license) - **10% (10 points)**
4. The fee for performance the Object of the Contract referred to in § 8 Section 2 of the Sample contract (SaaS model service) **20% (20 points)**
5. Delegating the realization of the procurement to an implementation team composed of the following persons: **5% (5 points)**
   1. Project Manager - The project manager with experience as a project manager in at least 2 projects aimed at implementing an integrated library resource management system.
   2. Analyst - An analyst with experience in the role of an analyst in at least 2 projects aimed at implementing an integrated library resource management system.
   3. Implementation Team Leader – a person with experience in the role of a team leader in at least 2 projects aimed at implementing the integrated library resource management system.
   4. Developer – a developer has the experience of developer in at least one project aimed at implementing the integrated library resource management system.
6. Optional system functionalities **35% (35 points):**
7. The system will allow access to data via direct SQL queries, for instance through ODBC. **2% (2 points)**
8. The system will allow data to be exported in the CSV format. **2% (2points)**
9. The system will allow data to be exported in the PDF format. **1% (1 point)**
10. The system will allow data to be exported in the XLS format. **1% (1 point)**
11. The system will allow reprographic services to be ordered from the search engine level. **1% (1 point)**
12. The system will allow data encoded in MARC21 format to be converted into faceted data (e.g. conversion of country and language codes into natural language) according to the conversion table defined by the Contracting Authority. **2% (2 points)**
13. The system will allow contents of a given record to be searched by word using the search box, for example, activated by Ctrl +F. **1% (1 point)**
14. The Contractor will provide a search engine in French. **1% (1 point)**
15. The Contractor will provide a search engine in German. **1% (1 point)**
16. The Contractor will provide a search engine in Russian. **1% (1 point)**
17. The Contractor will provide a search engine in Spanish. **1% (1 point)**
18. The system will allow boxes to be sorted automatically by field label (for fields with different labels). **2% (2 points)**
19. The system will be able to display RTL characters. **2% (2 points)**
20. The system will record all login attempts of users with the ability to view login reports. **2% (2 points)**
21. The system will allow access to different resource types using API to be differentiated with API client authentication. **2% (2 points)**
22. The contractor will provide training support in Polish. **5% (5 points)**
23. The system will allow search results to be listed in ascending and descending order. **2% (2 points)**
24. The system will allow search results to be sorter in search engine according to the author of the library material. **1% (1 point)**
25. The contractor will provide service support in Polish. **5% (5 points)**

**Total 100 % (100 points)**

1. The points awarded for the above criteria will be calculated according to the following rules

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Criterion / variable in the formula** | **Description** | **Criterion weight /**  **Maximum number of points** |
|  | price / **P** | The gross price of the tender bid for the object of the procurement including the cost of the system implementation and the cost of the subscription fee for maintaining the system's continuity.  P = (Pmin: Pbid) × 30 points  whereby:  P - number of points awarded  in the criterion: (gross) Price  Pmin - the lowest (gross) price among all assessed tender bids  Pbid - The (gross) price of the assessed bid consists of the cost of the implementation fee and the cost of the subscription fee for maintaining the system's continuity. | **30%/30 points** |
|  | System implementation fee / **I** | The gross price of the tender bid for the object of the procurement including the cost of the implementation of the System in the National Library of Poland and three libraries designated by the National Library of Poland (according to the Sample contract § 8 Section 1 Item 1).  I = (Imin: Ibid) × 10 points  whereby:  I - number of points awarded  in the criterion: (gross) system implementation fee  Imin - the lowest (gross) price among all assessed tender bids  Ibid - The (gross) price of the assessed bid consists of the cost of the implementation fee. | **10%/10 points** |
|  | Subscription fee for maintaining the system's continuity / **S** | The gross price of the tender bid for the object of the procurement including the cost of the subscription fee for maintaining the system's continuity (according to the Sample contract § 8 Section 1 Item 2).  S = (Smin : Sbid) × 20 points  whereby:  S - number of points awarded  in the criterion: (gross) subscription fee for maintaining the system's continuity  Smin - the lowest (gross) price among all assessed tender bids  Sbid - The gross price of the assessed tender bid amounting to the cost of the subscription fee for maintaining the system's continuity. | **20%/20 points** |
|  | Delegating the realization of the procurement to an implementation team composed of the following persons /**W** | In this criterion, the points will be awarded for delegating the realization of the procurement to an implementation team composed of the following persons:   1. Project Manager - The project manager with experience as a project manager in at least 2 projects aimed at implementing an integrated library resource management system. 2. Analyst - An analyst with experience in the role of an analyst in at least 2 projects aimed at implementing an integrated library resource management system. 3. Implementation Team Leader – a person with experience in the role of a team leader in at least 2 projects aimed at implementing the integrated library resource management system. 4. Developer – a developer has the experience of developer in at least one project aimed at implementing the integrated library resource management system.   The Contractor delegates the realization of the procurement to an implementation team composed of the above persons – 5%/5 points  The Contractor does not delegate the realization of the procurement to an implementation team composed of the above persons – 0%/0 points | **5%/5 points** |
|  | Additional system functionalities/**D1** | In this criterion, points will be awarded for providing an additional functionality of the System consisting in accessing data via direct SQL queries, e.g. through ODBC   1. The system will allow data to be accessed via direct SQL queries, e.g. through ODBC – 2%/2 points 2. The system will not allow data to be accessed via direct SQL queries, e.g. through ODBC – 0%/0 points | **2%/2 points** |
|  | Additional system functionalities /**D2** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the ability to import data in the CSV format:   1. The system will allow data to be exported in the CSV format - 2%/2 points 2. The system will not allow data to be exported in the CSV format – 0%/0 points | **2%/2 points** |
|  | Additional system functionalities /**D3** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the ability to import data in the PDF format:   1. The system will allow data to be exported in the PDF format - 1%/1 point 2. The system will not allow data to be exported in the PDF format – 0%/0 points | **1%/1 point** |
|  | Additional system functionalities /**D4** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the ability to import data in the XLS format:   1. The system will allow data to be exported in the XLS format - 1%/1 point 2. The system will not allow data to be exported in the XLS format – 0%/0 points | **1%/1 point** |
|  | Additional system functionalities /**D5** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the ability to order reprographic services from the search engine level:   1. The system will allow reprographic services to be ordered from the search engine level. - 1%/1 point 2. The system will not allow reprographic services to be ordered from the search engine level – 0%/0 points | **1%/1 point** |
|  | Additional system functionalities /**D6** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the ability to convert data encoded in MARC21 format into faceted data (e.g. conversion of country and language codes into natural language) according to the conversion table defined by the Contracting Authority:   1. The system will allow data encoded in MARC21 format to be converted into faceted data (e.g. conversion of country and language codes into natural language) according to the conversion table defined by the Contracting Authority- 2%/2 points 2. The system will not allow data encoded in MARC21 format to be converted into faceted data (e.g. conversion of country and language codes into natural language) according to the conversion table defined by the Contracting Authority– 0%/0 points | **2%/2 points** |
|  | Additional system functionalities /**D7** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the ability to search the contents of a given record by word using the search box, for example, activated by Ctrl +F   1. The system will allow contents of a given record to be searched by word using the search box, for example, activated by Ctrl +F - 1%/1 point 2. The system will not allow contents of a given record to be searched by word using the search box, for example, activated by Ctrl +F – 0%/0 points | **1%/1 point** |
|  | Additional system functionalities /**D8** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the provision of a search engine in French:   1. The Contractor will provide a search engine in French - 1%/1 point 2. The Contractor will not provide a search engine in French – 0%/0 points | **1%/1 point** |
|  | Additional system functionalities /**D9** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the provision of a search engine in German:   1. The Contractor will provide a search engine in German - 1%/1 point 2. The Contractor will not provide a search engine in German – 0%/0 points | **1%/1 point** |
|  | Additional system functionalities /**D10** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the provision of a search engine in Russian:   1. The Contractor will provide a search engine in Russian - 1%/1 point 2. The Contractor will not provide a search engine in Russian – 0%/0 points | **1%/1 point** |
|  | Additional system functionalities /**D11** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the provision of a search engine in Spanish:   1. The Contractor will provide a search engine in Spanish - 1%/1 point 2. The Contractor will not provide a search engine in Spanish – 0%/0 points | **1%/1 point** |
|  | Additional system functionalities /**D12** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the ability to sort boxes automatically by field label (for fields with different labels).   1. The system will allow boxes to be sorted automatically by field label (for fields with different labels). - 2%/2 points 2. The system will not allow boxes to be sorted automatically by field label (for fields with different labels). – 0%/0 points | **2%/2 points** |
|  | Additional system functionalities /**D13** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the ability to display RTL characters -:   1. The system will be able to display RTL characters - 2%/2 points 2. The system will not be able to display RTL characters – 0%/0 points | **2%/2 points** |
|  | Additional system functionalities /**D14** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the ability to record all login attempts of users with the ability to view login reports:   1. The system will record all login attempts of users with the ability to view login reports - 2%/2 points 2. The system will not record all login attempts of users with the ability to view login reports – 0%/0 points | **2%/2 points** |
|  | Additional system functionalities /**D15** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the ability to differentiate different resource types using API with API client authentication:   1. The system will allow access to different resource types using API to be differentiated with API client authentication - 2%/2 points 2. The system will not allow access to different resource types using API to be differentiated with API client authentication – 0%/0 points | **2%/2 points** |
|  | Additional system functionalities /**D16** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the provision of training support in Polish by the Contractor:   1. The Contractor will provide training support in Polish - 5%/5 points 2. The Contractor will not provide training support in Polish – 0%/0 points | **5%/5 points** |
|  | Additional system functionalities /**D17** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in listing search results in ascending and descending order:   1. The system will allow search results to be listed in ascending and descending order - 2%/2 points 2. The system will not allow search results to be listed in ascending and descending order – 0%/0 points | **2%/2 points** |
|  | Additional system functionalities /**D18** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in sorting search results in search engine according to the author of the library material:   1. The system will allow search results to be sorter in search engine according to the author of the library material - 1%/1 point 2. The system will not allow search results to be sorter in search engine according to the author of the library material – 0%/0 points | **1%/1 point** |
|  | Additional system functionalities /**D19** | In this criterion, points will be awarded for providing an additional functionality of the System consisting  in the provision of service support in Polish by the Contractor:   1. The contractor will provide service support in Polish - 5%/5 points 2. The contractor will provide service support in Polish – 0%/0 points | **5%/5 points** |

1. Points will be counted to the centesimal point, and the score will be rounded to centesimal parts according to math rules.
2. The Contractor's tender bid may score 100 points at most.
3. The most advantageous tender bid will be the bid that receives the highest total score based on the following formula:

**Total bid score = C + I + A + W + D1 + D2 + D3 + D4 + D5 + D6 + D7 + D8 + D9 + D10 + D11 + D12 + D13 + D14 + D15 + D16 + D17 + D18 + D19**

1. **Contractor's declarations regarding the fulfilment of criteria for evaluation of tender bids shall be submitted by the Contractor in the tender form, the model of which is attached as Attachment no. 5 hereto.**
2. Points will be counted to the centesimal point, and the score will be rounded to centesimal parts according to math rules.
3. The Contracting Authority will award the contract to the Contractor whose tender bid meets all the requirements set out in the Public Procurement Law and herein and whose bid is chosen as the most advantageous on the basis of the aforementioned criteria.
4. Pursuant to Article 87 Section 2 of PPL the Contracting Authority shall correct in the text of the tender bid:

1) obvious misprints,

2) obvious computational errors considering the calculation consequences of the

conducted modifications,

3) other errors which result in inconsistency with terms of reference but do not cause essential modifications of the tender bid

– and shall forthwith inform the Contractor whose tender bid has been corrected.

**CHAPTER XV – INFORMATION ON THE FORMALITIES WHICH SHOULD BE COMPLETED AFTER SELECTING THE TENDER BID IN ORDER TO CONCLUDE A PUBLIC PROCUREMENT CONTRACT**

1. A contract will be concluded with the Contractor, whose tender bid proves to be the most advantageous, will be contracted in accordance with Article 94 of PPL.
2. The contract may be executed on behalf of the Contractor by the person(s) authorized to represent the Contractor, i.e.:
3. the person (s) listed in the current extract from the relevant register or from the Central Registration and Information on Business,
4. a proxy that shall present a relevant power of attorney to conclude the contract (unless it has been attached to the tender bid) – **the original document or a notarized copy thereof**.
5. Pursuant to Article 23 Section 4 of the Public Procurement Law, in the case of the selection of a tender bid submitted by Contractors jointly applying for the contract (including contractors acting as civil partners), once the decision on the selection of the bid has become final and binding, and before the contract is executed, the Contractor shall submit an agreement regulating the cooperation of these Contractors.
6. The Contractor is obliged to provide a performance bond in accordance with the provisions in Chapter IX hereof.
7. Pursuant to Article 94 Section 3 of PPL, if the Contractor whose bid has been selects refrains from entering into a public procurement contract or fails to provide the required performance bond, the Contracting Authority may choose the most advantageous tender bid out of the remaining bids without re-examination and re-evaluation thereof, unless the conditions for the cancellation of the proceedings referred to in Article 93 Section 1 of PPL arise.

**Chapter XVI – PROVISIONS IMPORTANT FOR THE PARTIES INTRODUCED THE CONTENT OF THE PUBLIC PROCUREMENT CONTRACT:**

The contract for the performance of the procurement will be concluded under the conditions specified in the Sample contract - Attachment no. 2 hereto.

**Chapter XVII – NOTIFICATION OF LEGAL REMEDIES VESTED IN THE CONTRACTOR IN THE CONTRACT AWARD PROCEEDINGS**

1. Each Contractor, as well as another entity, if it has or has had an interest in being awarded a given contract and has suffered or may suffer damage as a result of the violation of the provisions of the Public Procurement Law by the Contracting Authority shall have the remedies provided for in Section VI of PPL as for proceedings above the amount specified in secondary legislation pursuant to Article 11 Section 8 of PPL.
2. Pursuant to Article 179 Section 2 of the Public Procurement Law, the remedies against the procurement notice and the ToR shall also be vested with the organizations included on the list referred to in Article 154 Item 5 of PPL.

**LIST OF ATTACHMENTS HERETO:**

Attachment 1 hereto – Description of the Object of the Procurement along with attachments

1.1. – OMNIS\_eng– translation of the Description of the Object of the Procurement into English

Attachment no. 1a hereto – Glossary,

Attachment no. 2 hereto – Sample contract

Attachment no. 3 hereto – Information that the Contracting Authority obtained and provided during the preparation of the proceedings, i.e. during the technical dialogue

Attachment no. 4 hereto – Model Single European Procurement Document (in the xml format)

Attachment no. 5 hereto – Model Tender Bid Form

Attachment no. 6 hereto – List of services

Attachment no. 7 hereto – Information on the Contractor necessary to draw up the contract