



SPECIFICATION OF TERMS OF THE CONTRACT

for public procurement proceedings  
conducted as an open tender  
with a contract value exceeding the EU thresholds referred to in Article 3  
of the Act of September 11, 2019. Public procurement law  
at

Delivery of a  
MOCVD apparatus – apparatus for the production of materials with a two-  
dimensional (2D) structure to the Center for Advanced Materials and  
Technologies CEZAMAT

procedure no: CAESAMAT/ZP15/2023

Approved by:

Director  
Center for Advanced Materials  
and Technology CEZAMAT  
/-/  
Mariusz Wielec

Warsaw, 06.06.2023

**Polytechnic  
Warsaw**

Poleczki street 19  
02-822 Warsaw  
tel. 22 182 12 17  
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## PERSONAL DATA PROTECTION - RODO CLAUSE

### INFORMATION CLAUSE FROM ARTICLE 13 RODO

Pursuant to Article 13 (1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1), hereinafter "RODO", I inform you that:

- 1) The administrator of the personal data is: Warsaw University of Technology with headquarters at Pl. Politechniki 1, 00-661 Warsaw.
- 2) The Administrator has appointed a Data Protection Supervisor overseeing the correctness of personal data processing, who can be contacted at the following email address: [iod@pw.edu.pl](mailto:iod@pw.edu.pl).
- 3) Personal data will be processed on the basis of Article 6(1)(c) of the RODO for the purpose related to the subject public procurement procedure in which you are participating.
- 4) Recipients of personal data will be persons or entities to whom documentation of the proceedings will be made available, based on Article 74 of the Act of September 11, 2019. Public Procurement Law, hereinafter the "PPL".
- 5) Personal data will be stored, in accordance with Article 78 (1) of the PPL for a period of 4 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 4 years, the storage period shall cover the entire duration of the public procurement contract.
- 6) The obligation for you to provide personal data directly concerning you is a statutory requirement specified in the provisions of the Public Procurement Law, related to participation in this public procurement procedure - the consequences of failure to provide certain data result from the PPL Act.
- 7) With regard to your personal data, decisions will not be made by automated means, pursuant to Article 22 of the DPA.
- 8) You have:
  - Pursuant to Article 15 of the RODO, the right to access personal data concerning you (in the event that exercising this right would require a disproportionate effort on the part of the controller, you may be required to indicate additional information to clarify the request, in particular the name or date of a public procurement procedure or competition, or to specify the name or date of a completed procurement procedure);
  - Pursuant to Article 16 RODO, the right to rectify your personal data (exercising the right to rectification may not result in changing the outcome of the public procurement procedure or alter the provisions of the agreement to an extent inconsistent with the PPL, and may not affect the integrity of the protocol and its appendices);
  - Pursuant to Article 18 RODO, the right to request the controller to restrict processing of personal data, subject to the cases referred to in

Article 18(2) RODO subject to the duration of the public procurement procedure or competition and the cases referred to in Article 18(2) RODO (the right to restrict processing does not apply with respect to storage, to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or for compelling reasons of public interest of the European Union or of a Member State);

- The right to lodge a complaint with the President of the Office for Personal Data Protection if you consider that the processing of personal data concerning you violates the provisions of the RODO.

9) You are not entitled to:

- In connection with Article 17(3)(b), (d) or (e) of the DPA, the right to erasure of personal data;
- The right to portability of personal data referred to in Article 20 of the RODO;
- pursuant to Article 21 of the RODO, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) of the RODO.

10) You have the right to lodge a complaint to a supervisory authority about the processing of your personal data by the administrator that does not comply with RODO. The authority responsible for the complaint in question is the Office for Personal Data Protection, 2 Stawki Street, 00-193 Warsaw.

#### INFORMATION CLAUSE UNDER ARTICLE 14 RODO

In accordance with Article 14 (1) and (2) of the RODO, I inform you that:

- 1) The administrator of the personal data is: Warsaw University of Technology with its headquarters at Pl. Politechniki 1, 00-661 Warsaw.
- 2) The Administrator has appointed a Data Protection Supervisor overseeing the correctness of personal data processing, who can be contacted at the following email address: [iod@pw.edu.pl](mailto:iod@pw.edu.pl).
- 3) Personal data will be processed on the basis of Article 6(1)(c) of the RODO for the purpose related to the subject public procurement procedure in which you are participating.
- 4) The recipients of the personal data will be persons or entities to whom the documentation of the proceedings will be made available under Article 74 of the PPL.
- 5) Personal data will be stored, in accordance with Article 78 (1) of the PPL for a period of 4 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 4 years, the storage period shall cover the entire duration of the public procurement contract.
- 6) The obligation for you to provide personal data directly concerning you is a statutory requirement specified in the provisions of the Public Procurement Law, related to participation in this public procurement procedure - the consequences of failure to provide certain data result from the Public Procurement Law.

- 7) With regard to your personal data, decisions will not be made by automated means, pursuant to Article 22 of the DPA.
- 8) You have:
  - Pursuant to Article 15 of the RODO, the right to access personal data concerning you (in the event that exercising this right would require a disproportionate effort on the part of the controller, you may be required to indicate additional information to clarify the request, in particular the name or date of a public procurement procedure or competition, or to specify the name or date of a completed procurement procedure);
  - Pursuant to Article 16 RODO, the right to rectify your personal data (exercising the right to rectification may not result in changing the outcome of the public procurement procedure or amend the provisions of the agreement to an extent inconsistent with the PPL, and may not affect the integrity of the protocol and its appendices);
  - Pursuant to Article 18 RODO, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) RODO subject to the duration of the public procurement procedure or competition and the cases referred to in Article 18(2) RODO (the right to restrict processing does not apply with respect to storage, to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or for compelling reasons of public interest of the European Union or of a Member State);
  - The right to lodge a complaint with the President of the Office for Personal Data Protection if you consider that the processing of personal data concerning you violates the provisions of the RODO.
- 9) You are not entitled to:
  - In connection with Article 17(3)(b), (d) or (e) of the DPA, the right to erasure of personal data;
  - The right to portability of personal data referred to in Article 20 of the RODO;
  - pursuant to Article 21 of the RODO, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) of the RODO.
- 10) You have the right to lodge a complaint to a supervisory authority about the processing of your personal data by the administrator that does not comply with RODO. The authority responsible for the complaint in question is the Office for Personal Data Protection, 2 Stawki Street, 00-193 Warsaw.
- 11) The source of your personal data is:
  - Contractors;
  - Subcontractors;
  - Third parties on whose resources the contractor relies to demonstrate compliance with the conditions for participation in the proceedings.

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- I. Contracting Authority:  
Center for Advanced Materials and Technology CEZAMAT of Warsaw  
University of Technology  
Poleczki street 19  
02-822 Warsaw  
Regon: 000001554  
NIP: 525-000-58-34

Contracting authority's website address: [www.pw.edu.pl](http://www.pw.edu.pl)

The address of the website of the conducted proceedings (where changes and clarifications of the STC and other procurement documents will be made available): <https://platformazakupowa.pl/pn/pw.edu/proceedings>

Email address: [zamowienia.cezamat@pw.edu.pl](mailto:zamowienia.cezamat@pw.edu.pl)

## II. General information

1. The public procurement procedure is conducted **by open tender**, pursuant to Article 132 of the Act of September 11, 2019. Public Procurement Law - hereinafter referred to as the PPL.
2. The Contracting Authority **envisages the** application of the so-called "reverse procedure" referred to in **Article 139(1) of the PPL**, i.e. it will first examine and evaluate tenders, and then qualify the Bidder whose bid was the highest evaluated, in terms of lack of grounds for exclusion and fulfillment of the conditions for participation in the procedure. In connection with the application of the above procedure, the Contracting Authority does not require the submission of a statement in the form of a Single European Procurement Document (JEDZ) with the bid. **The Contracting Authority requires the submission of this statement only from the Contractor whose bid was the highest evaluated.**
3. The estimated value of the contract exceeds the amount specified in the announcement of the President of the Public Procurement Office issued on the basis of Article 3 (3) of the PPL.
4. The required documents and declarations are demanded in accordance with the authority under the contents of the Decree of the Minister of Development, Labor and Technology of December 23, 2020 on subjective means of proof and other documents or declarations that may be demanded by the contracting authority from the contractor, hereinafter referred to as the Decree on Documents.
5. The requirements for the manner in which electronic documents, statements or electronic copies of documents or statements are drawn up are specified in accordance with the Decree of the Prime Minister of December 30, 2020 on the manner of drawing up and transmitting information and technical requirements for electronic documents and means of electronic communication in a public procurement procedure or competition, hereinafter referred to as the Decree on electronic communication.
6. The provisions on the acquisition of supplies shall apply to the proceedings.

7. The contracting authority **does not provide for** an electronic auction.
8. The contracting authority **is not conducting** proceedings to conclude a framework agreement.
9. The Contracting Authority **does not allow** the submission of a bid providing for a different method of performance than that specified by the Contracting Authority.
10. The contracting authority **does not allow** partial bids.
11. The contracting authority **does not allow** the submission of variant bids.
12. The Contracting Authority **does not foresee** the possibility of awarding contracts referred to in Article 214 (1) (8) of the PPL.
13. The contracting authority **does not provide** for the application of the right of option referred to in Article 441 paragraph 1 of the PPL.
14. The Contracting Authority **does not require** the Contractor to hold a site visit at the Contracting Authority's premises.
15. The contracting authority **did not conduct** preliminary market consultations before initiating the procedure.
16. The contracting authority **does not stipulate** a requirement for employment on the basis of an employment relationship, in the circumstances referred to in Article 95 of the Public Procurement Law.
17. The Contracting Authority does not **stipulate** a requirement for employment by the Contractor of persons referred to in Article 96(2)(2) of the PPL.
18. The Contracting Authority **does not reserve** the possibility for Contractors referred to in Article 94 of the Public Procurement Law to compete for the contract exclusively.
19. The contracting authority **does not provide for** the possibility of submitting bids in the form of electronic catalogs or attaching electronic catalogs to the bid.
20. The contract **is not covered by** the Government Procurement Agreement (GPA).
21. The proceedings shall be conducted in Polish, subject to points 22 and 23.
22. Pursuant to Article 20 (3) of the PPL, the Contracting Authority **allows** the bid and the statements and documents submitted by the Contractor **in the proceedings to be submitted in English**.
23. Pursuant to Article 20(4) of the PPL, the Contracting Authority informs that it may prepare documents and perform certain actions in the contract award procedure also in English. In case of discrepancies in interpretation of the content of documents or actions, the content in Polish shall prevail.

### III. Electronic means of communication

1. In the procurement procedure, communication between the Contracting Authority and Contractors shall be carried out using electronic means of communication:
  - a) OpenNexus shopping platform:  
[https://platformazakupowa.pl/pn/pw\\_edu/proceedings](https://platformazakupowa.pl/pn/pw_edu/proceedings)



- b) e-mail: [zamowienia.cezamat@pw.edu.pl](mailto:zamowienia.cezamat@pw.edu.pl)  
excluding the submission of the means of evidence, as referred to in paragraph IV.4. of the SWZ.
2. By joining the proceedings, the Contractor accepts the terms and conditions for the use of the purchasing platform, as set forth in the Regulations posted on the website, under "Regulations" (<https://platformazakupowa.pl/strona/1-regulamin>). At the same time, the Contractor has familiarized itself with and applies the provisions of the Bidding Instructions (<https://platformazakupowa.pl/strona/45-instrukcje>).
  3. It is not necessary to create a user account on the purchasing platform in order to submit a bid. If the Contractor does not have an account on the purchasing platform and submits a bid without creating an account, the Contractor is required to confirm, by the deadline for submission of bids, the email address provided in the form by clicking on the activation link sent in the bid confirmation email.
  4. The technical and organizational requirements for sending and receiving electronic documents, electronic copies of documents and statements, and information transmitted using them are described in the Regulations posted on the platform's website (<https://platformazakupowa.pl/strona/1-regulamin>).
  5. In order to use the purchasing platform, the Contractor must have:
    - permanent access to the Internet with a guaranteed bandwidth of not less than 512 kbps,
    - PC or MAC computer, with the following configuration: memory min. 2 GB Ram, Intel IV 2 GHZ processor or its newer version, one of the operating systems - MS Windows 7, Mac Os x 10.4, Linux or their newer versions,
    - Any web browser installed, in the case of Internet Explorer at least version 10.0,
    - JavaScript enabled,
    - Adobe Acrobat Reader or other program supporting .pdf file format installed.
  6. Encryption on the shopping platform is done using TLS 1.3 protocol.
  7. On the purchasing platform there is a limit on the volume of files or zipped folders in terms of the entire bid or proposal to the amount of 10 files or zipped folders with a maximum size of 150 MB.
  8. File formats used by contractors should comply with the Regulation of the Council of Ministers of April 12, 2012 on the National Interoperability Framework, minimum requirements for public registries and exchange of information in electronic form and minimum requirements for ICT systems.
  9. The Employer recommends using the following formats: .pdf .doc .xls .jpg (.jpeg) with particular emphasis on .pdf. For possible data compression, the Contracting Authority recommends the use of one of the following formats: .zip or .7Z. Formats considered common and not found in the regulation include: .rar .gif .bmp .numbers .pages.



Documents submitted in such files will be treated as having been submitted ineffectively.

10. Documents signed with a qualified electronic signature:
  - a) In the "pdf" format signature in PAdES format is recommended,
  - b) in a format other than "pdf" is recommended to be signed with XAdES format.

It is recommended to use an internal signature consisting of being saved together with the signed document (they form one file), rather than separately (the signed file and the signature file).

11. In the contract award procedure, communication between the Contracting Authority and the Contractors regarding the submission of documents, statements, applications (other than bids - which may be transmitted only in the manner indicated in point XIV of the STC) shall be carried out electronically via:
  - a) dedicated form: "Bid Submission Form" available on the purchasing platform;
  - b) by e-mail to the Contracting Authority e-mail address: [zamowienia.cezamat@pw.edu.pl](mailto:zamowienia.cezamat@pw.edu.pl)

The Contracting Authority shall forward documents to the e-mail address indicated in the Contractor's bid form, to which the Contractor agrees by indicating this address in the bid and undertakes to maintain its functionality for the duration of the proceedings. Documents, declarations and applications forwarded to the e-mail address indicated in the bid form are presumed to have been effectively delivered, and the Contractor is presumed to have read their contents.

12. In the case of using the solution indicated in paragraph 11(a), electronic documents shall be submitted by the Contractor using the purchasing platform.
13. The contracting authority also allows the submission of electronic documents by e-mail, to the e-mail address indicated in paragraph 11(b).
14. In all correspondence related to this procedure, the Contracting Authority and Contractors shall use the announcement number (TED, Procedure Number).
15. **NOTE: Bids signed with a non-qualified electronic signature will be rejected as not complying with the Act.**

#### IV. Subject of the contract

1. The subject of the order is the supply of a apparatus for the production of materials with two-dimensional (2D) structures and van der Waals heterostructures based on them using chemical vapor deposition with organometallic compounds to the Center for Advanced Materials and Technologies CEZAMAT of Warsaw University of Technology, 19 Poleczki Street, 02-822 Warsaw.
2. A detailed description of the subject matter of the order is specified in Appendix 2 to the STC - Description of the subject matter of the order.
3. Classification of the subject of the contract according to the CPV code (Common Procurement Vocabulary):  
31710000-6 Electronic equipment.

4. In order to confirm that the offered supplies correspond to the requirements specified by the Contracting Authority, it is necessary to submit this means of evidence - 2-inch sapphire substrates coated with at least 95% thin layer (<10 nm) of: graphene, hexagonal boron nitride (hBN), tungsten sulfide (WS<sub>2</sub>) or molybdenum sulfide (MoS<sub>2</sub>) or vertical heterostructures of these materials - 1 plate with each of the indicated coatings, i.e.. 1 wafer with graphene, 1 wafer with hBN, 1 wafer with WS<sub>2</sub> or MoS<sub>2</sub> (a total of 3 wafers).

The Contracting Authority will characterize the substrates by Raman spectroscopy to confirm the presence of characteristic Raman peaks of the grown materials (graphene: ~1580 and ~2700 cm<sup>-1</sup>, hBN: ~1370 cm<sup>-1</sup>, MoS<sub>2</sub>: ~385 and 405 cm<sup>-1</sup>, WS<sub>2</sub>: ~355 cm<sup>-1</sup>). The result of the evaluation will confirm whether the offered supplies meet the requirements specified by the Ordering Party - failure to achieve the parameters indicated by the Ordering Party will result in rejection of the Contractor's offer on the basis of Article 226 paragraph 1 point 5 of the PPL.

The Contractor shall submit the means of evidence via a postal operator as defined in person or by messenger - the Contracting Authority, pursuant to Article 65 (1) (4) of the PPL, waives the requirement to use electronic means of communication to submit the means of evidence.

- V. Information regarding the Contractor's conduct of a site visit or verification by the Contractor of the documents necessary for the execution of the contract, as referred to in Article 131(2), if the Contracting Authority provides for the possibility or requires the submission of a tender after having conducted a site visit or verified such documents

The Contracting Authority does not require the participation of Contractors in the site visit.

The contracting authority does not provide for a site visit.

## VI. Date and place of contract execution

1. Order completion date:
  - 1.1. Delivery of apparatus - not more than 12 months from the date of conclusion of the contract  
NOTE: The delivery date offered by the Contractor is a criterion for evaluating bids
  - 1.2. Installation of the apparatus - not more than 2 months from the date of delivery of the apparatus
  - 1.3. Conduct training for the Contracting Authority's employees - no longer than 2 months from the date of delivery of the apparatus
2. The place of performance of the order is the Center for Advanced Materials and Technologies CEZAMAT, 19 Poleczki Street, 02-822 Warsaw.

## **VII. Subcontracting**

1. The Contractor may entrust part of the contract to Subcontractor(s).
2. The Contracting Authority requests that the Contractor indicate:
  - a) companies of Subcontractors (if the Contractor at the stage of submitting a bid knows with which entity it will cooperate);
  - b) The scope of the contract, the performance of which Contractor intends to entrust to Subcontractors.
3. Entrusting a part of the contract to Subcontractors does not relieve the Contractor from responsibility for the proper performance of this contract.
4. The subcontract agreement may not contain provisions shaping the rights and obligations of the subcontractor, in terms of contractual penalties and provisions concerning the terms of payment of remuneration, in a manner less favorable to the subcontractor than the rights and obligations of the Contractor, shaped by the provisions of the agreement concluded between the Contracting Authority and the Contractor.
5. The agreement with Subcontractors must include, at minimum: the scope of work entrusted to the Subcontractor, the amount of remuneration for the work, the date of execution of the scope of the contract entrusted to the Subcontractor.
6. The Contractor during the execution of the Contract may:
  - a) indicate a different scope of subcontracting than that presented in the bid;
  - b) drop the subcontract;
  - c) change the Subcontractor.
7. The Contractor may not subcontract any part of the contract to Subcontractors during the execution of the contract if it has not shown this in its bid.

## **VIII. Grounds for exclusion from the proceedings**

1. The Contractor and other entities making available to the Contractor technical or professional abilities or financial or economic situation, in relation to which any of the circumstances indicated in art. 108 paragraph 1 item 1) - 6) of the PPL occur, are excluded from the public procurement procedure.
2. A Contractor who is not subject to exclusion from the proceedings pursuant to Article 7 (1) of the Act of April 13, 2022 on Special Solutions to Counteract Supporting Aggression against Ukraine and to Protect National Security and Article 5k of Council Regulation (EU) No. 833/2014 of July 31, 2014 may apply for the award of a public contract concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine.
3. The Contracting Authority may exclude a Contractor at any stage of the procurement process.

4. The Contractor shall not be subject to exclusion in the circumstances specified in Article 108(1)(1), (2) and (5) of the PPL, if he proves to the Contracting Authority that he has fulfilled the prerequisites specified in Article 110(2) of the PPL together, subject to Article 110(3) of the PPL.
5. If the Contractor is excluded from the proceedings, the exclusion shall be for the period provided for in Article 111 of the PPL.

#### **IX. Conditions for participation in the proceedings**

1. Contractors who meet the conditions for participation in the proceedings specified in Article 112 (2) of the PPL regarding:
  - a) The power to conduct a specific business or professional activity, if it results from separate regulations,
  - b) economic or financial situation,
  - c) technical or professional capacity.
2. The contracting authority specifies the following specific conditions for participation in the proceedings:
  - a) In terms of authority to carry out a specific economic or professional activity:  
**The contracting authority does not make any requirements for this condition.**
  - b) In terms of economic or financial situation, the Contracting Authority:
    - 1) The Contractor has financial resources of no less than PLN 6,000,000 or has creditworthiness of no less than PLN 6,000,000.
  - c) In terms of technical or professional capacity, the Contracting Authority requires that:
    1. The Contractor in the last 3 years, and if the period of activity is shorter - in this period, has demonstrated the execution, and in the case of recurring and continuous services, the execution of at least two supplies of 2D material epitaxy apparatus with a value of each supply of no less than 70% of the gross price indicated in the Contractor's offer submitted in the Proceedings.
    2. The contractor shall have a minimum of 2 persons with the qualifications and skills necessary to perform the contract:
      - An engineer with knowledge of epitaxy apparatus design, as evidenced by at least 3 years of experience in performing epitaxy apparatus assembly work,
      - An assembler with knowledge and experience regarding the operation of epitaxy apparatus, as evidenced by at least 3 years of experience in performing epitaxy apparatus assembly work.
3. The Contracting Authority may, at any stage of the procedure, consider that the Contractor does not have the required capabilities if the Contractor has conflicting interests, in particular, the involvement of

the Contractor's technical or professional resources in other business ventures may have a negative impact on the execution of the contract.

#### **X. Joint bidding**

Contractors may jointly bid for the contract. In this case, the Contractors' bid must meet the following requirements:

1. Each of the Contractors applying jointly for the contract (including each entity appearing jointly in the form of a civil partnership) separately must document that they are not subject to exclusion from the proceedings.
2. Fulfillment of the conditions for participation in the proceedings of the Contractors jointly applying for the contract shall be demonstrated jointly, but it is not allowed to sum up the knowledge and experience of two entities (summing up the number of previously performed contracts) in a situation where a given contract is indivisible.
3. The contracting authority requires a statement from Contractors jointly bidding for the contract, showing which elements of the contract will be performed by individual Contractors.
4. Contractors appearing jointly must appoint a Plenipotentiary to represent them in the procurement proceedings or to represent them in the proceedings and conclude a public procurement contract.
5. The authorization of the Proxy must result from the power of attorney submitted with the bid. The power of attorney should clearly define the proceedings and specify the scope of the authorization, and must also name all the Contractors who are jointly bidding for the contract. The power of attorney document must be signed on behalf of individual Contractor jointly applying for the contract by persons who are authorized to act on behalf of individual Contractors.
6. All correspondence will be conducted only with the appointed Plenipotentiary.
7. When filling out the bid form, as well as other documents referring to "Contractor", under "e.g., name and address of the Contractor", the data of the Contractors jointly applying for the contract should be entered.

#### **XI. Relying on the resources of other entities**

1. The Contractor may, in order to confirm the fulfillment of the conditions for participation in the proceedings, in appropriate situations and for a specific contract, or part thereof, rely on the technical or professional abilities or financial or economic situation of the entities providing resources, regardless of the nature of the legal relationship between them.
2. With regard to the conditions relating to education, professional qualifications or experience, the Contractor may rely on the capabilities of entities providing resources, if these entities perform the works or services for the performance of which these capabilities are required.
3. A Contractor who relies on the abilities or situation of entities providing resources shall submit, together with the bid, a commitment of the entity providing the resources to make available to the Contractor the

necessary resources for the purpose of realization of a given order, or other subjective means of proof confirming that the Contractor, while realizing the order, will have at its disposal the necessary resources of these entities.

4. The commitment of the entity providing resources, referred to in item 3, confirms that the relationship between the Contractor and the entities providing resources guarantees actual access to these resources, and specifies in particular:
  - a) The extent of the resources of the entity providing resources available to the Contractor;
  - b) the manner and period of making available to the Contractor and the use by the Contractor of the resources of the entity providing these resources in the performance of the contract;
  - c) whether and to what extent the entity providing resources, on the capacities of which the Contractor relies in relation to the conditions of participation in the proceedings concerning education, professional qualifications or experience, will carry out the works or services to which the indicated capacities relate.
5. The Contracting Authority shall assess whether the technical or professional abilities, or their financial or economic situation, made available to the Contractor by the entities making the resources available, allow the Contractor to demonstrate the fulfillment of the conditions for participation in the procedure, referred to in art. 112 par. 2 pt. 3 and 4 of the PPL, and shall also examine whether there are no grounds for exclusion provided for the Contractor with respect to that entity.
6. The entity that undertook to make the resources available shall be jointly and severally liable with the Contractor who relies on its financial or economic situation for the damage incurred by the Contracting Authority as a result of failure to make the resources available, unless the entity is not at fault for failure to make the resources available.
7. If the technical or professional abilities, economic or financial situation of the entity providing resources do not confirm that the Contractor meets the conditions for participation in the proceeding, or there are grounds for exclusion of that entity, the Contracting Authority shall demand that the Contractor, within the period specified by the Contracting Authority, replace that entity with another entity or entities or demonstrate that it meets the conditions for participation in the proceeding on its own.
8. The Contractor may not, after the deadline for submission of tenders, invoke the abilities or situation of the resource providers, if at the stage of tenders the Contractor has not relied on the abilities or situation of the resource providers to a given extent.

## **XII. Subjective evidence and the means of evidence**

1. In connection with the application of the reverse procedure, the Contractor shall be obliged to submit to the Contracting Authority a



statement confirming that the Contractor is not subject to exclusion and meets the conditions for participation in the procedure (JEDZ) upon request - the Contracting Authority will require the above statement only from the Contractor whose bid is the highest evaluated.

2. The statement referred to in item 1. in the form of a Single European Procurement Document, hereinafter referred to as the "Single Document" or "JEDZ", the Contractor will be required to submit to the Contracting Authority in electronic form bearing a qualified electronic signature.
3. In order to complete the JEDZ in the ESPD service, you must:
  - a) Download the JEDZ file for this proceeding from the website;
  - b) launch <https://espd.uzp.gov.pl> and select "I am a contractor" options;
  - c) Select the "import ESPD" option and load the JEDZ file;
  - d) Complete the JEDZ according to the instructions provided on the ESPD site.
4. In terms of "Part IV Qualification Criteria" of the JEDZ, the Contracting Authority only requires a general statement on all qualification criteria (Section α), without completing individual Sections A, B, C and D.
5. In the situation of relying on the resources of third parties, the Contractor is obliged to submit, along with the bid, a commitment of the entity providing the resources to make available the necessary resources for the execution of the contract (Appendix No. 9 to the STC). The commitment must include, in particular:
  - a) The extent of the resources of the entity providing resources available to the Contractor;
  - b) the manner and period of making available to the Contractor and the Contractor's use of the resources of the entity providing these resources in the performance of the contract;
  - c) whether and to what extent the entity providing resources, on the capacities of which the Contractor relies in relation to the conditions of participation in the proceedings concerning education, professional qualifications or experience, will carry out the works or services to which the indicated capacities relate.
6. Before selecting the most advantageous bid, the contracting authority shall call on the Contractor whose bid was the highest evaluated to submit, within a specified period, not less than 10 days, the current means of submission of subjective evidence:
  - 1) In order to confirm the absence of grounds for exclusion of the Contractor from participation in the proceedings:
    - a) A statement confirming that the Contractor is not subject to exclusion and meets the conditions for participation in the procedure in the form of a Single European Order Document (JEDZ in accordance with Appendix No. 4 to the STC);
    - b) Information from the National Criminal Register in the scope of the grounds for exclusion indicated in Article 108 paragraph 1 points 1,2 and 4 of the PPL prepared no earlier than 6 months before its submission;



If a contractor has its registered office or place of residence outside the borders of the Republic of Poland, instead of the information from the National Criminal Register referred to above, it shall submit information from a relevant register, such as a court register, or, in the absence of such a register, another equivalent document issued by a competent judicial or administrative authority of the country in which the contractor has its registered office or place of residence, with respect to the grounds for exclusion indicated in Article 108(1)(1),(2) and (4) of the PPL.

- c) Contractor's statement within the scope of Article 108 (1) (5) of the PPL that he is not a member of the same capital group within the meaning of the Act on Competition and Consumer Protection of February 16, 2007 with another contractor who submitted a separate bid, partial bid or request to participate in the proceedings, or a statement that he is a member of the same capital group, together with documents or information confirming the preparation of a bid, partial bid or request to participate in the proceedings independently of another contractor belonging to the same capital group (Appendix No. 5 STC);
  - d) A statement regarding the grounds for exclusion from the proceedings under Article 7(1) of the Act of April 13, 2022 and Article 5k(1) of Council Regulation (EU) No. 833/2014 of July 31, 2014. (Appendix No. 6 to the STC);
- 2) in order to demonstrate the fulfillment of the conditions for participation in the procedure specified by the Contracting Authority:
- a) a list of supplies made, and in the case of recurring or continuous services, also performed, in the last 3 years, and if the period of activity is shorter - in this period, along with their value, subject, dates of execution and entities for which the supplies were made or are performed, and attaching evidence to determine whether these supplies were made or are performed properly, where the evidence referred to are references or other documents drawn up by the entity for which the supplies were made, and in the case of recurring or continuous services are performed (Appendix No. 7 to the STC).
    - If the Contractor, for reasons beyond his control, is unable to obtain these documents - a statement by the Contractor.
    - In the case of repeated or continuous services, references or other documents confirming their proper performance should be issued within the last 3 months.
    - If a contractor claims experience in the performance of supplies performed jointly with other contractors, the list refers to supplies in the performance of which the contractor directly participated, and in the case of recurring or continuous

services, in the performance of which the contractor directly participated or participates.

- b) list of persons directed by the Contractor to carry out the public procurement, responsible for the installation of apparatus, together with information on their professional qualifications, authorizations, experience and education necessary to carry out the public procurement, as well as the scope of their activities and information on the basis for disposition of these persons (Appendix No. 8 to the STC).
7. The means of evidence, required to confirm that the supplies proposed by the Contractor meet the requirements specified in the Description of the subject of the contract - 2-inch sapphire substrates coated with at least 95% thin film (<10 nm) of: graphene, hexagonal boron nitride, tungsten sulfide or molybdenum, or vertical heterostructures of these materials - 1 plate with each of the indicated coatings, that is, min. 3 plates (substrates).

The means of evidence is submitted to confirm the compliance of supplies with the requirements specified by the Contracting Authority. If the Contractor has not submitted the means of evidence or the evidence submitted is incomplete, the Contracting Authority shall call for its submission or supplementation within the prescribed period.

- 8. The Contractor who relies on the abilities or situation of resource providers shall submit, upon the request of the Contracting Authority, the declarations and documents specified above in point 6(1)(a), (d) concerning the resource provider.
- 9. If the Contractor has its registered office or place of residence outside the territory of the Republic of Poland, the provisions of the Ordinance on Documents shall apply with respect to the documents required to be submitted.
- 10. The Contracting Authority will not call for submission of subjective evidence if it can be obtained through free and publicly available databases, in particular public registers within the meaning of the Act of February 17, 2005 on informatization of the activities of entities performing public tasks, as long as the Contractor indicates in the JEDZ statement the data allowing access to these means.
- 11. If the Contractor has failed to submit the JEDZ statement, subjective evidence, other documents or statements submitted in the procedure, or if they are incomplete or contain errors, the Contracting Authority shall call upon the Contractor to submit, correct or supplement them, respectively, within the prescribed time limit, unless the Contractor's bid is subject to rejection regardless of their submission, supplement or correction, or there are grounds for cancellation of the procedure.
- 12. The contractor shall submit the subjective evidence to the summons referred to in points 6 and 8, current as of the date of their submission.
- 13. If the JEDZ statement submitted by the Contractor, or the subjective evidence raises doubts in the Contracting Authority's mind, the Contracting Authority may ask directly to the entity that is in

possession of information or documents relevant in this regard for the assessment of the Contractor's fulfillment of the conditions for participation in the procedure, or the absence of grounds for exclusion, to present such information or documents.

**XIII. Form of transmission of statements and documents**

1. **The Bid and the Contractor's statements, including the JEDZ statement, shall be prepared under pain of nullity in electronic form and bear a qualified electronic signature.**
2. The documents or declarations referred to in the Document Ordinance concerning the Contractor and other entities shall be submitted in the original in the **form of an electronic document bearing a qualified electronic signature or in the form of a digital representation (e.g., a scan) of the document bearing a qualified electronic signature.**
3. The method of drafting electronic documents must comply with the requirements of the Electronic Communications Ordinance and the Document Ordinance.
4. Subject evidence measures shall be prepared in electronic form, in the data formats specified in the regulations issued on the basis of Article 18 of the Act of February 17, 2005 on informatization of the activities of entities performing public tasks, subject to the formats referred to in Article 66 paragraph 1 of the Act, taking into account the type of data transferred.
5. Subject evidence shall be transferred according to the following rules:
  - a) in case they were issued as an electronic document by authorized entities other than the Contractor, the Contractor jointly applying for the award of the contract, the entity providing resources - this electronic document shall be transmitted;
  - b) if they were issued as a document in paper form by authorized entities other than the Contractor, the Contractor jointly applying for the award of the contract, the entity providing the resources - a digital reproduction of this document bearing a qualified electronic signature shall be provided, certifying the conformity of the digital reproduction with the document in paper form;
  - c) Certification of the conformity of the digital reproduction with the document in paper form shall be made by the Contractor, the Contractor jointly applying for the award of the contract, the entity providing the resources, respectively, to the extent of the subjective evidence that concerns each of them. Certification of the conformity of the digital reproduction with the document in paper form may also be made by a notary public. A digital reproduction should be understood as an electronic document that is an electronic copy of the content recorded in paper form, making it possible to read and understand this content without direct access to the original;
  - d) if they have not been issued by authorized entities other than the Contractor, the Contractor jointly applying for the award of the

- contract, the entity providing the resources - they shall be transmitted in electronic form and bear a qualified electronic signature.
- e) if they were not issued by authorized entities other than the Contractor, the Contractor jointly applying for the award of the contract, the entity providing the resources, and they were prepared as a document in paper form and bear a handwritten signature - a digital reproduction of this document bearing a qualified electronic signature shall be provided, certifying the conformity of the digital reproduction with the document in paper form.
6. In the case of transmission of an electronic document in a format that subjects the data to compression, the affixing of a qualified electronic signature to a file containing compressed documents is equivalent to affixing a qualified electronic signature to all documents contained in the file.
7. Electronic documents must meet the following requirements together:
- a) are recorded in a manner that allows them to be repeatedly read, recorded and reproduced, as well as transmitted by means of electronic communication or on a computer data carrier;
  - b) allow the presentation of content in electronic form, in particular by displaying this content on a screen monitor;
  - c) allow the presentation of content in paper form, particularly by means of printout;
  - d) contain data in a layout that leaves no doubt about the content and context of the recorded information.
8. Documents or statements drawn up in a foreign language shall be submitted with a translation into Polish.
9. Requests for clarification of the content of the STC should be submitted electronically, using:
- purchasing platform located at [https://platformazakupowa.pl/pn/pw\\_edu/proceedings](https://platformazakupowa.pl/pn/pw_edu/proceedings)
  - e-mail (address: [zamowienia.cezamat@pw.edu.pl](mailto:zamowienia.cezamat@pw.edu.pl)).
10. The ordering party requests additional sending of inquiries in an editable version to the email address: [zamowienia.cezamat@pw.edu.pl](mailto:zamowienia.cezamat@pw.edu.pl).
11. In the event of a discrepancy between the content of this STC and the content of the answers provided, the content of the letter containing the subsequent statement of the Contracting Authority shall be accepted as binding.
12. In the event that changes to the content of the STC would lead to a significant change in the nature of the contract compared to that originally specified, in particular would lead to a significant change in the scope of the contract, the Contracting Authority shall cancel the procedure pursuant to Article 256 of the PPL.
13. The contracting authority does not plan to convene a meeting of Contractors.

#### XIV. Description of bid preparation

1. The contractor submits a bid through the purchasing platform [https://platformazakupowa.pl/pn/pw\\_edu/proceedings](https://platformazakupowa.pl/pn/pw_edu/proceedings).
2. The contractor submits a bid using the "Bid Submission Form" available on the purchasing platform.
3. After completing the "Bid Submission Form" and attaching all required attachments (e.g. required power of attorney), click the "Proceed to Summary" button. After checking the correctness of the submitted offer and attached files, in order to submit an offer, click the "Submit Offer" button. - The system will encrypt the Contractor's bid so that it is inaccessible to the Contracting Authority before the bid opening date. The final step is to display a message and send an email from the purchasing platform with information about the submitted bid.
4. The bid should be prepared in Polish or English, in electronic form under pain of invalidity and bear a qualified electronic signature. The Contracting Authority recommends submitting the offer in one of the following formats: .doc., .docx., .pdf.
5. The method of submitting a bid, including encrypting the bid, is described in the "Full text instructions for submitting bids, sending messages in the Procurement Announcement", available on the website of the purchasing platform: <https://platformazakupowa.pl/strona/45-instrukcje>
6. If electronic documents, transmitted by means of electronic communication, contain information constituting a business secret within the meaning of the provisions of the Act on Combating Unfair Competition of April 16, 1993, the Contractor, in order to maintain the confidentiality of this information, shall transmit it in a separate, appropriately marked file and mark the option "Appendix constituting a business secret". The Contractor shall then encrypt this file, together with the files constituting the non-confidential part of the offer.
7. The bid can only be submitted until the deadline for submission of bids.
8. The contractor may, before the deadline for submission of bids, withdraw or change the bid through the "Bid Submission Form". By modification of the bid is understood submission of a new bid and withdrawal of the previous bid.
9. If the Contractor has an account and is logged in to the purchasing platform, the withdrawal of the bid is automatic when a new bid is submitted. If the bid is submitted by a Contractor who is not logged in or does not have an account on the purchasing platform, the withdrawal of the bid must be confirmed by the Contractor:
  - a) by clicking on the link sent in the email, which must match the email address provided during the original bidding process
  - or
  - b) By logging in and clicking on the "Confirm Offer" button.
10. After the deadline for submission of bids, the Contractor may not change or withdraw the submitted bid.
11. The bid must include the following statements and documents:

- 1) Offer form - in accordance with the model attached as Appendix 1 to the STC;
  - 2) Power of attorney to represent the Contractor in the procurement procedure or to represent him in the procedure and conclude the procurement agreement, if the power to sign and submit a tender does not arise from the extract from the National Court Register or information from the Central Register and Information on Business Activity;
  - 3) If a tender is submitted by Bidders bidding jointly - a power of attorney appointing a proxy of Bidders bidding jointly, including the power to represent Bidders in the procurement proceedings or to represent them in the proceedings and conclude a procurement agreement, in accordance with the requirements specified in point X(5) of the STC;
  - 4) The means of evidence - 2-inch sapphire substrates coated at least 95% with a thin layer (<10 nm) of: graphene, hexagonal boron nitride, tungsten sulfide or molybdenum, or vertical heterostructures of these materials - 1 plate with each of the indicated coatings;
  - 5) Third party's commitment to provide resources in accordance with Appendix 9 to the STC (if applicable);
  - 6) In connection with the application of the reverse procedure, the contractor at the stage of submitting tenders does not attach the JEDZ statement - the contracting authority will request the above statement only from the contractor whose bid is the highest evaluated.
12. A bid, the content of which is inconsistent with the terms of the contract, subject to Article 223(2)(3) of the PPL, will be rejected pursuant to Article 226(1)(5) of the PPL. Any ambiguities and objections regarding the terms of the contract should be clarified with the Contracting Authority before the deadline for submission of bids in accordance with the procedure provided for in Article 135 of the PPL.

**XV. Description of price calculation**

1. The Contractor shall specify in the Bid Form (Appendix 1 to the STC) the net unit price (excluding value added tax charged on the invoice by the Contractor), the net value, the rate and amount of value added tax and the gross value.
2. All price values in the proceedings will be determined in Polish zloty (PLN) or in Euros (EUR) to two decimal places.
3. If a bid has been submitted, the selection of which would lead to the creation of a tax obligation for the Ordering Party in accordance with the Act of March 11, 2004 on tax on goods and services, for the purpose of applying the price or cost criterion, the Ordering Party shall add to the price presented in this bid the amount of tax on goods and services that it would be obliged to settle.
4. In the case referred to in paragraph 3, the Contractor, when submitting a bid, has the following obligations:



- to inform the Contracting Authority that the selection of his bid will lead to tax liability for the Contracting Authority;
  - to indicate the name (type) of goods or services, the supply or provision of which will lead to tax liability;
  - to indicate the value of the goods or services subject to the contracting authority's tax obligation, without the amount of tax;
  - to indicate the rate of value added tax that, to the Contractor's knowledge, will apply.
6. The prices set by the Contractor will be fixed for the period of validity of the contract and will not be subject to change (valorization), except as specified in the contract.

#### XVI. Security deposit

1. The Contracting Authority requires Contractors to pay a security deposit in the amount of PLN 65.000.
2. The bid security shall be paid before the deadline for submission of bids and shall be maintained uninterruptedly until the date of expiration of bindingness of the bid, except in cases referred to in Article 98 (1) (20) and (3) and (2) of the PPL.
3. The bid security must be paid no later than the designated deadline for submission of bids (date and time).
4. Payment of the deposit in money will be effective if it is in the bank account of the Contracting Authority by the specified date.
5. The bid security may be paid at the option of the Contractor in one or more of the following forms:
  - a) money;
  - b) bank guarantees;
  - c) insurance guarantees;
  - d) sureties provided by entities referred to in Art. 6b par. 5 item 2 of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development.
6. The deposit paid in cash should be paid : by bank transfer to the account **81 1240 1053 1111 0000 0500 5664** with the annotation "WADIUM" and marked **"Delivery of MOCVD apparatus to the Center for Advanced Materials and Technology CEZAMAT proceedings no: CEZAMAT/ZP15/2023"**
7. The Contracting Authority shall keep the security deposit paid in cash in a bank account.
8. If the bid security is provided in the form of a guarantee or surety referred to in item 3) letters b) - d), the Contractor shall provide the Contracting Authority **with the original electronic guarantee or surety - in the form of the original electronic bid security document bearing the qualified electronic signature of the person authorized to issue the bid security document.**
9. If the Contractor submits a bid bond in the form of a guarantee or surety, it is required that the original document be submitted with the bid.



10. A bid bond submitted in the form of a guarantee or surety must meet at least the following requirements:
  - a) must include liability for all cases that cause the Contractor to lose the security deposit as defined in Article 98(6) of the PPL, without confirming these circumstances;
  - b) from its content should clearly indicate the guarantor's obligation to pay the entire amount of the deposit;
  - c) Should be irrevocable and unconditional and payable on first demand;
  - d) the term of validity shall not be shorter than the term of binding the bid (provided that the first day of binding the bid is the day of submission of bids);
  - e) the wording of the surety or guarantee should include the name and number of the proceeding in question;
  - f) **In the case of Contractors competing jointly for the award of the contract (pursuant to Art. 58 of the PPL), the Contracting Authority requires that the surety or guarantee shall cover all Contractors competing jointly for the award of the contract, or that its content indicates that it secures the bid of Contractors competing jointly for the award of the contract.**
11. The contracting authority shall return the security deposit immediately, but no later than within **7 days of the** occurrence of one of the circumstances:
  - a) The expiration of the bidding period;
  - b) conclusion of the public procurement contract;
  - c) cancellation of the procurement proceedings, except when the appeal against the cancellation action has not been resolved or the time limit for its filing has not expired.
12. The Contracting Authority shall, without delay, but no later than within 7 days from the date of application, return the security deposit to the Contractor:
  - a) who withdrew the bid before the deadline for submission of bids;
  - b) whose bid was rejected;
  - c) after the selection of the most advantageous bid, except for the Contractor whose bid was selected as the most advantageous;
  - d) after the cancellation of the procedure, in case the appeal against the cancellation action has not been resolved or the time limit for filing an appeal has not expired.
13. Submission of a request for return of the deposit shall result in termination of the legal relationship with the Contractor with the loss of the Contractor's right to legal remedies referred to in Section IX of the PPL.
14. The Contracting Authority shall return the deposit paid in cash with the interest resulting from the bank account agreement in which it was kept, less the cost of the bank account and bank commission for transferring the money to the bank account indicated by the Contractor.

15. The contracting authority shall return the security deposit paid in a form other than money by submitting to the guarantor or guarantor a statement of release of the security deposit.
16. The ordering party shall retain the security deposit with interest, and in the case of a security deposit submitted in the form of a guarantee or surety referred to in Article 97 paragraph 7 item 2-4 of the PPL, shall demand payment of the security deposit from the guarantor or surety, respectively, if:
  - a) The Contractor, in response to the summons referred to in Article 107 (2) or Article 128 (1), for reasons attributable to him, has failed to submit subject evidence or subject evidence confirming the circumstances referred to in Article 57 or Art. 106(1), the statement referred to in Article 125(1), other documents or statements, or did not agree to correct the mistake referred to in Article 223(2)(3), which resulted in the inability to select the bid submitted by the contractor as the most advantageous one;
  - b) Contractor whose bid was selected:
    - refused to sign a public procurement contract on - the terms and conditions specified in the bid, did not pay the required performance bond;
  - c) conclusion of a public procurement contract has become impossible for reasons attributable to the Contractor whose bid was selected.
17. The bid of a Contractor who fails to pay the bid security or pays it incorrectly or fails to maintain the bid security continuously until the expiration of the bid validity period, or who submits a request for return of the bid security, in the case referred to in Article 98(2)(3) of the PPL, will be rejected.

**XVII. Manner, date and place of submitting bids; date and place of opening of bids**

1. The offer, together with all required documents, should be submitted via the purchasing platform ([https://platformazakupowa.pl/pn/pw\\_edu/proceedings](https://platformazakupowa.pl/pn/pw_edu/proceedings)) by 12.07.2023 until 11:00 am.
2. After the deadline for submission of bids, it will not be possible to submit a bid.
3. The opening of bids will take place on 12.07.2023 at 11.15 am.
4. The contracting authority shall make available on the website of the conducted proceedings information on the amount it intends to allocate for financing the contract, before the opening of tenders at the latest.
5. The contracting authority, immediately after the opening of tenders, shall make available on the website of the procedure conducted information about:
  - a) the names or first and last names and registered offices or places of business or residence of contractors whose bids were opened;
  - b) prices or costs included in the bids.

6. In the event of a failure of the information and communication system, which will result in the inability to open bids by the date specified by the Contracting Authority, the opening of bids will take place as soon as the failure is corrected.
7. The contracting authority will announce any change to the bid opening date on the website of the tender procedure.

#### XVIII. Period of binding of the offer

1. The contractor shall be bound by the bid from the date of the deadline for submission of bids, with the first day of the bidding period being the day on which the deadline for submission of bids expires, for a period of 90 days, i.e. until 09.10.2023.
2. If the selection of the most advantageous bid does not take place before the expiration of the bidding period referred to in item 1, the Contracting Authority, before the expiration of the bidding period, shall request once the consent of the Contractors to extend this period for the period indicated by him, not exceeding 60 days.
3. Extension of the bidding period referred to in paragraph 2 requires a written statement of consent by the Contractor to extend the bidding period.
4. If the Contracting Authority requires a bid bond, the extension of the bidding period referred to in point 2 shall be made with the extension of the validity period of the bid bond or, if this is not possible, with the payment of a new bid bond for the extended bidding period.

#### XIX. Description of bid evaluation criteria

1. In order to select the most advantageous offer, the Contracting Authority has adopted the following criteria, assigning point weights to them accordingly:
  - a) Bid price (C) - 60 points
  - b) Apparatus delivery date (T) - 40 points
2. In the criterion "Bid Price", the Contracting Authority will award **60 points** to the bid with the lowest price, and each subsequent bid will be assigned a number of points proportionally lower using the following formula:

The lowest price of the bids considered

$$\text{Price point value} = \frac{\text{-----}}{\text{price of the tested offer}} \times 60$$

3. In other criteria - points will be awarded as follows:

Instrument delivery date (T) -.

- More than 11 months and no more than 12 months from the date of conclusion of the contract (maximum delivery date of the apparatus) - 0 points;
- More than 10 months and no more than 11 months from the date of the contract - 10 points;
- More than 9 months and no more than 10 months from the date of the contract - 20 points;
- More than 8 months and more than 9 months from the date of the contract - 30 points;
- Up to 8 months from the date of conclusion of the contract - 40 points.

The term of 12 months from the date of conclusion of the contract is the maximum term for delivery of apparatus. The offer of the Contractor who offers a delivery term longer than 12 months from the date of conclusion of the contract will be rejected as not conforming to the terms of the contract in accordance with Article 226 paragraph 1 item 5 of the PPL.

Information about the offered time of delivery of the apparatus, the Contractor is obliged to indicate in the offer form (Appendix No. 1 to the STC).

4. The final evaluation of the bids will be calculated as the sum of the points obtained in each bid evaluation criteria according to the following formula:

$$\Sigma = C + T$$

5. Evaluation of bids will be carried out solely on the basis of the criteria outlined above.
6. The bid of the Contractor who meets all the conditions set forth in this Terms of Reference and obtains a total of the highest sum of points awarded under each of the given criteria will be considered the most advantageous. The result will be treated as the point value of the offer. Points will be calculated to two decimal places, according to the mathematical rule.
7. The Contracting Authority will award the contract to the Contractor whose bid:
  - a) conforms to all requirements under the PPL,
  - b) meets all of the requirements outlined in the CSG,
  - c) was found to be the most advantageous based on the selection criteria specified in the announcement and STC.
8. If it is not possible to select the most advantageous bid due to the fact that two or more bids present the same balance of price and other bid evaluation criteria, the Contracting Authority shall select from among these bids the bid that received the highest evaluation in the criterion of highest weighting. If the bids received the same evaluation in the criterion of the highest weighting, the Contracting Authority shall select the bid

with the lowest price or the lowest cost. If it is not possible to select a bid in the manner referred to above, the Contracting Authority shall call on the Contractors who submitted such bids to submit additional bids containing a new price or cost within the time specified by the Contracting Authority.

9. The contracting authority does not anticipate holding an electronic auction.

## **XX. Performance bond**

The contracting authority requires a performance bond.

1. Prior to signing the contract, the Contractor shall provide a performance bond, in the amount of 2% of the amount of the total Remuneration specified in the contract. The security shall serve to cover claims for non-performance or improper performance of the contract.
2. The security may be provided at the option of the Contractor in one or more of the following forms, in:
  - a) money;
  - b) in bank sureties or sureties of a cooperative savings and loan association, except that the obligation of the cash register is always a monetary obligation;
  - c) bank guarantees;
  - d) insurance guarantees;
  - e) Sureties provided by entities referred to in Art. 6b par. 5 item 2 of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development.
3. The ordering party does not agree to provide security in the forms provided for in Article 450 paragraph 2 of the PPL.
4. The security paid in money shall be paid by the Contractor by bank transfer to the bank account number 81 1240 1053 1111 0000 0500 5664. Warsaw University of Technology shall be indicated as the recipient of the transfer. The proof of payment of the security in cash must include in the "title" section the phrase "performance bond for the execution of the contract in proceeding No. CEZAMAT/ZP15/2023". A photocopy of the proof of payment of the security must be provided no later than on the date of signing the contract.
5. If the deposit is paid in cash, the Contractor may agree to credit the amount of the deposit against the security.
6. In the case of payment of performance bond in other acceptable forms specified in point XX.2. b) - e). STC, the original of this document must be provided no later than the date of signing the contract.
7. The beneficiary of the guarantee / surety must be Warsaw University of Technology, Pl. Politechniki 1, 00-661 Warsaw.
8. During the execution of the public procurement contract, the Contractor may change the form of security to one or more of the forms referred to in paragraph XX.2. of the STC. The change of the form of security shall be made while maintaining the continuity of the security and without reducing its amount.

9. The Contracting Authority shall return the performance bond under the terms of Article 453 (1) of the PPL, i.e.:
  - a) part of the security in the amount of 70%, representing a guarantee of the contractual and proper execution of the subject of the agreement, reduced in particular by any accrued contractual penalties specified in § 10 of the model agreement - within 30 days from the signing of the protocol of final acceptance of the subject of the agreement,
  - b) The remaining part of the security in the amount of 30%, reduced in particular by any accrued contractual penalties specified in § 10 of the model contract - within 15 days after the expiration of the warranty period for defects, which began on the date of final acceptance of the subject of the contract.

**XXI. Information about the formalities that must be completed after the selection of the bid in order to conclude a public procurement contract**

1. Immediately after the selection of the most advantageous bid, the Contracting Authority will notify the Contractors who submitted bids of the results of the proceedings in accordance with Article 253 of the PPL, and will make this information available on the website of the proceedings.
2. Persons representing the Contractor at the signing of the contract should have with them documents confirming their authorization to sign the contract, if this authorization will not be evident from the documents attached to the bid.
3. At the latest on the date of signing the contract, the Contractor shall provide a performance bond in the manner specified in paragraph XX of the STC.
4. No later than on the date of signing the contract, the Contractor shall provide the Contracting Authority with the details of the entity that will monitor and service the apparatus, together with a document confirming that the entity has implemented an ISO 9001 quality system or equivalent for the provision of maintenance services.
5. If the bid of the Contractors jointly bidding for the contract is selected as the most favorable one, the Contractor, before signing the contract, will submit, at the request of the Contracting Authority, a copy of the agreement regulating the cooperation of the Contractors, in which, among other things, the proxy authorized to contact the Contracting Authority and to issue documents related to the settlement of contract performance will be specified.

**XXII. Information on legal remedies available to the Contractor**

The Contractor, as well as any other entity, if he has or had an interest in obtaining the contract and has suffered or may suffer damage as a result of violation of the provisions of the PPL by the Contracting Authority, shall be entitled to the legal remedies specified in Section IX of the PPL.

Appendix No. 1 - Bid Form

Appendix No. 2 - Description - the subject of the contract

Appendix No. 3 - Template agreement

Attachment No. 4 - Statement on meeting the conditions for participation in the proceedings and lack of grounds for exclusion - JEDZ

Appendix No. 5 - Declaration of membership or non-membership in the same capital group referred to in Article 108 paragraph 1 point 5 PPL

Appendix No. 6 - Statement on the grounds for exclusion from the proceedings in connection with the aggression against Ukraine

Appendix No. 7 - List of deliveries made by the Contractor

Appendix No. 8 - List of persons directed by the Contractor to execute the order

Attachment No. 9 - Commitment of other entities to make available to the Contractor the necessary resources for the execution of the order