



**TENDER SPECIFICATION**

to

**Delivery of detectors to the National Centre for Nuclear Research in Otwock**

procedure no: EZZ.270.20.2022

**AFTER THE CHANGE OF 12.05.2022**

Approved by:



The **Tender Specification** is hereinafter referred to as the “TS” or “Specification” contains:

**Volume I: INSTRUCTIONS TO CONTRACTORS TOGETHER WITH FORMS**

**Chapter 1 Instructions for Contractors (IFC):**

**Chapter 2 Forms concerning the Offer:**

- Form 2.1. Tender
- Form 2.2. List of technical parameters offered - for Part No. 1;
- Form 2.3. List of technical parameters offered - for Part No. 2;

**Chapter 3 Forms relating to the fulfilment of the conditions for participation in the procedure/proving that there are no grounds for excluding the Contractor from the procedure:**

- Form 3.1. Single European Procurement Document (JEDZ/ESPD) (*A document prepared by the Contracting Authority available on the website of the procedure both in xml format - to be imported into the eESPD service, and in pdf format - for reference*);
- Form 3.2. Statement regarding the validity of information in the ESPD service;
- Form 3.3. Declaration of lack of affiliation or affiliation to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection
- Form 3.4. Statement concerning sanctions legislation in connection with the war in Ukraine

**Volume II KEY PROVISIONS (separate annex)**

**Volume III: DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT**

## Volume I INSTRUCTIONS FOR CONTRACTORS

## Chapter 1

## Instructions for Contractors (IFC)

**1. CONTRACTING AUTHORITY**

National Centre for Nuclear Research  
ul. Andrzeja Sołtana 7, 05-400 Otwock  
tel. + 48 22 273 13 20;  
e-mail: [zp@ncbj.gov.pl](mailto:zp@ncbj.gov.pl)  
Tax ID: 532-010-01-25, REGON 001024043

**2. WEBSITE OF THE PROCEDURE**

- 2.1. The contract award procedure will be carried out using the following purchasing platform: platformazakupowa.pl at the address <https://platformazakupowa.pl/pn/ncbj> (hereinafter the Platform). Whenever the Specification or the public procurement regulations refer to the website of the procedure, this shall also be understood as the Platform.
- 2.2. Amendments and clarifications to the content of the Specification and other procurement documents directly related to the contract award procedure will be available on the website: <https://platformazakupowa.pl/pn/ncbj>

**3. DESIGNATION OF THE PROCEDURE**

The procedure to which this document relates is marked as (reference number): EZP.270.20.2022  
Contractors should refer to the above designation in all communications with the Contracting Authority.

**4. MANNER OF THE CONTRACT AWARD**

- 4.1. The contract award procedure is conducted as an open tender under the Public Procurement Law<sup>1</sup>, hereinafter referred to as the "PPL Act".
- 4.2. The Contracting Authority **will apply** the procedure referred to in Article 139(1) of the PPL Act (i.e. the so-called reverse procedure).
  - 4.2.1. First of all, the Contracting Authority will examine and evaluate the tenders, and then will qualify the Contractor whose tender was awarded the highest mark in terms of absence of grounds for exclusion and meeting the conditions for participation in the procedure.
  - 4.2.2. **In connection with the procedure referred to in Article 139(1) of the PPL Act, the Contracting Authority shall not require submission together with the Tender of a statement referred to in point 10.2. of the IFC. The Contracting Authority shall require such a statement only from the Contractor whose tender was awarded the highest mark.**
  - 4.2.3. If there are grounds for exclusion of a Contractor whose tender was awarded the highest mark, the Contractor does not fulfil the conditions for participation in the procedure, fails to submit the subjective evidence or the statement referred to in item 10.2. of the IFC confirming lack of grounds for exclusion or meeting the conditions for participation, the Contracting Authority shall re-examine and evaluate the tenders of the remaining Contractors, and then qualify the Contractor whose tender was

<sup>1</sup> The Act of 11 September 2019 - Public Procurement Law (Journal of Laws of 2021 item 1129, as amended),

assessed as the best one, as regards the lack of grounds for exclusion and meeting the conditions for participation in the procedure.

- 4.2.4. The Contracting Authority shall continue the procedure referred to in point 4.2.3. of the IFC until the selection of the most advantageous tender or cancellation of the procurement procedure.

## 5. FUNDING SOURCES

The contract will be funded by the European Union under the SPIRE programme, under the project name: "Retrofitting equipment for efficient use of variable feedstock in metal making processes-REVaMP".

## 6. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

- 6.1. The subject matter of the contract is the delivery of detectors to the National Nuclear Research Centre in Otwock.

The subject matter of the contract comprises of two parts:

- a) Lot 1 – BGO detectors – 4 units;
- b) Lot 2 – NaI (TI) detectors – 4 units;

The Contracting Authority shall allow tenders to be submitted for each lot separately.

### CPV (Common Procurement Vocabulary):

#### Main subject:

#### 38550000 – Counters

The performance of the contract shall be governed by Polish law, including in particular the Civil Code<sup>2</sup>, the Public Procurement Law<sup>3</sup>.

The subject of the contract is the purchase of detectors, awarded as partial orders, each of which will be implemented as the subject of a separate procedure.

- 6.2. The subject matter of the contract has been described in detail in Volume III of the Specification.
- a) Appendix No. 1 for TOM III SWZ - Technical specification for Part No. 1 - BGO detectors - 4 pcs;
  - b) Appendix No. 2 to TOM III of the SWZ - Technical Specification for Part No. 2 - NaI (TI) detectors - 4 pcs;

The minimum required warranty period for the subject of the order for Part No. 1 and Part No. 2 is 12 months, counting from the date of signing the acceptance protocol of the subject of the order without reservations.

- 6.3. Requirements connected with contract execution regarding the employment by the Contractor or Subcontractor based on an employment relationship of persons performing the activities indicated by the Contracting Authority in the scope of contract execution - not applicable.
- 6.4. Requirements connected with the execution of the order, including economic, environmental, social, innovation, employment or confidential nature of information provided to the Contractor during the execution of the order, referred to in Article 96 of the PPL Act - not applicable.
- 6.5. The Contracting Authority does not expect:
- 1) that the Contractor conducts a site inspection nor

<sup>2</sup> The Act of 23 April 1964 - Civil Code (Journal of Laws 2020, item 1740)

<sup>3</sup> The Act of 11 September 2019 - Public Procurement Law (Journal of Laws of 2020, item 1129)

2) verification by the Contractor of the documents necessary for the execution of the contract, available on site at the Contracting Authority.

- 6.6. The Contracting Authority **does not reserve** the obligation for the Contractor to perform key tasks personally.
- 6.7. The contracting authority does not provide for the possibility of providing the current contractor with supplies - orders for additional supplies referred to in Art. 214 paragraph. 1 point 8 of the Public Procurement Law.
- 6.8. In accordance with Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's destabilising actions in Ukraine<sup>4</sup>, it shall be prohibited to execute a public contract with the participation of subcontractors, suppliers or entities on whose capacities reliance is placed within the meaning of Directive 2014/24/EU, where they account for more than 10% of the contract value.

## 7. DELIVERY DEADLINE

- 7.1. Completion date for Part No. 1 and Part No. 2 - up to 20 weeks from the date of the contract.

## 8. CONDITIONS FOR PARTICIPATION IN THE TENDER PROCEDURE

- 8.1. Contractors who are not subject to exclusion and who meet the conditions for participation in the procedure defined by the Contracting Authority may apply for the award of the contract.
- 8.2. Contractors who meet the following conditions may apply for the award of the contract:
- 8.2.1. capacity to trade: not applicable,
- 8.2.2. authorisation to conduct a specific business or professional activity, if this results from separate regulations: not applicable,
- 8.2.3. economic or financial standing: not applicable,
- 8.2.4. technical and/or professional capacity:
1. concerning the Contractor: not applicable.
  2. concerning persons: not applicable.

## 9. GROUNDS FOR EXCLUSION OF CONTRACTORS

- 9.1. The Contractor in relation to whom any of the circumstances referred to in the articles listed below apply shall be excluded from the award procedure.
- a) Article 108(1) of the PPL Act;
- b) Article 7(1) of the Law on special solutions for counteracting the support of aggression against Ukraine and serving the protection of national security<sup>5</sup>;
- c) as referred to in Article 5k of Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

<sup>4</sup> Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's destabilising actions in Ukraine (Dz.Urz. UE L 229 z 31.7.2014, s.1 ze zm.)

<sup>5</sup> The Act of April 13, 2022 on special solutions in the field of counteracting aggression against Ukraine and serving the protection of national security, hereinafter referred to as the "Act" - was published on April 15, 2022 in the Journal of Laws, item 835.

The Contracting Authority indicates that, regarding the exclusion ground referred to in point (b) above, the Contractor shall submit a declaration in Part III Section D of the European Single Procurement Document "Grounds for exclusion of a purely domestic nature".

Moreover, when verifying the grounds for exclusion referred to above, the Contracting Authority reserves the right to call upon the Contractor to submit explanations.

- 9.2. The Contracting Authority does not provide for exclusion of the Contractor on any of the grounds indicated in Article 109, item 1 of the PPL Act.
- 9.3. Depending on the occurrence of the grounds for exclusion referred to in point 9.1. (obligatory grounds), the Contractor shall be excluded for the relevant period indicated in Article 111 of the PPL Act.
- 9.4. The Contractor may be excluded by the Contracting Authority at any stage of the procurement procedure.
- 9.5. The Contractor shall not be subject to exclusion in the circumstances specified in art. 108 item 1 points 1, 2 and 5 of the PPL Act, if it proves to the Contracting Authority that it fulfils jointly the following premises:
- 1) has made good or has undertaken to make good any damage caused by the offence or by its misconduct, including financial compensation;
  - 2) has fully explained the facts and circumstances surrounding the offence or misconduct and the damage caused thereby, cooperating actively with the competent authorities, including law enforcement authorities, or the Contracting Authority, as appropriate;
  - 3) has taken specific technical, organisational and personnel measures appropriate to prevent further offences, misconduct and improper conduct, in particular:
    - a) cut all the ties with the persons or entities responsible for the Contractor's misconduct,
    - b) reorganised the staff,
    - c) implemented a reporting and control system,
    - d) set up internal audit structures to monitor compliance with laws, internal regulations or standards,
    - e) has established internal liability and redress arrangements for non-compliance with laws, internal regulations or standards.
- 9.6. The Contracting Authority shall assess whether the actions taken by the Contractor, referred to in point 9.5 of the IFC, are sufficient to prove the Contractor's reliability, taking into account the importance and special circumstances of the Contractor's act. The Contracting Authority shall assess whether the actions taken by the Contractor referred to in point 9.5 of the IFC are not sufficient to prove the Contracting Authority if reliable.

## 10. SUBJECTIVE EVIDENCE

- 10.1. The Contracting authority shall require subjective matter evidence on absence of grounds for exclusion. The Contracting authority shall not require subjective matter evidence on fulfilment of the conditions for participation in the procedure.
- 10.2. The statement referred to in Article 125(1) of the PPL Act shall not constitute subjective evidence and shall constitute provisional evidence of the absence of grounds for exclusion and of compliance with the conditions for participation in the procedure on the date on which tenders are submitted.
- 10.3. The declaration referred to in point 10.2. of the IFC (in the form of a European Single Procurement Document drawn up in accordance with the standard form set out in the European Commission's

Implementing Regulation issued pursuant to Article 59(2) of Directive 2014/24/EU, hereinafter referred to as the “Single Document” or “ESPD”), the Contractor shall be obliged to send to the Contracting Authority in electronic form (i.e. bearing a qualified electronic signature), in accordance with the rules set out in point 14 of the IFC.

The Contractor shall complete the ESPD by creating an electronic document. It can use the ESPD tool or other available tools or software to complete the ESPD and create an electronic document.

The single document pre-prepared by the Contracting Authority for the procedure in question (in xml format - to be imported into the ESPD service) is available on the Platform in the place where this Specification is posted.

With regard to “Part IV Eligibility Criteria” of the ESPD, **the Contractor may limit himself to filling in only section A**, in which case the Contractor shall not complete any of the other sections (A-D) of Part IV of the ESPD.

The Contracting Authority stipulates that in Part III Section C of the Single Document “Grounds relating to insolvency, conflict of interest or professional misconduct” in the subsection “Has the Contractor, to its knowledge, breached its obligations in the field of environmental law, social law and labour law” the Contractor shall submit a declaration concerning:

- the offence referred to in art. 9 or art. 10 of the Act of 15 June 2012 on the effects of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland (Journal of Laws, item 769, as amended).

In view of the fact that the Contracting Authority does not apply the optional grounds referred to in Article 109(1)(2)(b) and (c) and (3) to the extent relating to point 2) letter b) of the PPL Act in Part III Section C of the uniform document “Grounds for insolvency, conflict of interest or professional misconduct”, the Contractor shall submit a statement on the above-mentioned offences being an obligatory ground for exclusion pursuant to Article 108(1)(1)(f) and (h) and (2) of the PPL Act.

The Contracting Authority points out that with regard to the exclusion grounds referred to in point T9.1 item b) of the IFC, the Contractor shall submit a declaration in Part III Section D of the European Single Procurement Document “Grounds for exclusion of a purely domestic nature.”

- 10.4. Before selecting the most advantageous tender, the Contracting Authority shall call upon the Contractor whose tender was awarded the highest mark to submit, within the prescribed time limit which is not shorter than 10 days, up-to-date subjective evidence and previously the statements referred to in point 10.2. of the IFC.
- 10.5. At the request of the Contracting Authority, the Contractor referred to in item 10.4. of the IFC is obliged to submit:
- the declarations referred to in point 10.2. of the IFC;
  - the subject matter of the evidence referred to in points 10.6., 10.7., 10.8. of the IFC.
- 10.6. In order to **confirm that there are no grounds for exclusion** from participation in the procurement procedure, the Contractor shall submit:
- a) information from the National Criminal Register with regard to:
    - Article 108(1)(1) and (2) of the PPL Act,
    - Article 108(1)(4) of the PPL Act, concerning the imposition of a prohibition to tender for a public contract as a penalty measure,
 - drawn up not more than six months before its submission;
  - b) declaration of the Contractor, in the scope of Art. 108 (1)(5) of the PPL Act, on not being a member of the same capital group in the meaning of the Act of 16 February 2007 on competition and consumer protection (Journal of Laws of 2020, items 1076 and 1086), with another contractor who submitted a separate tender, a partial tender or a declaration of belonging to the

same capital group together with documents or information confirming the preparation of a tender, a partial tender, independently of another Contractor belonging to the same capital group,

c) a statement by the Contractor on the validity of the information contained in the statement referred to in Art. 125 (1) of the PPL Act as regards the grounds for exclusion from the procedure indicated by the Contracting Authority referred to in

- Article 108(1)(3) of the PPL Act,
- Article 108(1)(4) of the PPL Act, concerning a prohibition to compete for a public contract as a preventive measure,
- Article 108(1)(5) of the PPL Act, concerning the conclusion with other Contractors of an agreement aimed at distorting competition,
- Article 108(1)(6) of the PPL Act,

10.7.1. If the Contractor has its registered office or place of residence outside the territory of the Republic of Poland, instead of:

1) information from the National Criminal Register referred to in point 10.6. letter a) of IFC - shall submit information from a proper register such as court register or, in case there is no such register, other equivalent document issued by a proper court or administrative authority of the country, in which the Contractor has its registered office or place of residence, within the scope of art. 108 item 1 points 1, 2 and 4 of the PPL Act;

10.7.2. The document referred to in point 10.7.1 sub-point 1), should be issued no earlier than 6 months prior to its submission.

10.7.3. If, the country in which the Contractor has its registered office or place of residence, does not issue the documents referred to in point 10.7.1. of the IFC or if such documents do not relate to all cases mentioned in Art. 108 item 1, 2 and 4 of the PPL Act, they shall be replaced respectively by a document containing a statement of the Contractor, indicating the person or persons authorized to represent it, or a statement of the person whom the document refers to, made under oath, or if in the country where the Contractor has its registered office or place of residence there are no provisions on making a statement under oath, made before a court or administrative body, a notary, a professional or business self-government body proper for the Contractor's registered office or place of residence. The provision of point 10.7.2. of the IFC shall apply.

10.8. If the declaration submitted by the Contractor referred to in point 10.2. of the IFC or subjective evidence raise doubts in the Contracting Authority, the Contracting Authority may ask directly to the entity which is in possession of information or documents relevant in this respect for the evaluation of fulfilment of participation conditions or lack of grounds for exclusion by the Contractor, to present such information or documents.

10.9. The Contracting Authority shall not call for the submission of subjective evidence if:

- 1) it can be obtained via free and generally accessible databases, in particular public registers within the meaning of the Act of 17.02.2005 on digitalization of the activity of entities performing public tasks, provided that the Contractor indicated in the Single document data allowing access to such means;
- 2) the subjective evidence shall be a statement whose content corresponds to the scope of the statement referred to in point 10.2. of the IFC.

10.10. The Contractor shall not be obliged to submit subjective evidence which the Contracting Authority holds, if the Contractor indicates these means (by giving the reference number of the procedure or the name of the procedure) and confirms that they are correct and up-to-date.

10.11. If this is necessary to ensure the proper conduct of the contract award procedure, the Contracting Authority may, at any stage of the procedure, request Contractor to submit all or some of the evidence valid on the date of their submission.



If there are reasonable grounds to believe that a previously submitted item of subjective evidence is no longer current, the Contracting Authority may at any time request the Contractor or the Contractors to submit all or some of the item(s) of subjective evidence current as at the date of submission.

## 11. SHARING OF RESOURCES

- not applicable.

## 12. SUBCONTRACTING

- 12.1. The Contractor may entrust a subcontractor with a part of the contract.
- 12.2. The Contracting Authority **requires** that the Contractor indicates the part of the contract it intends to entrust to subcontractors and provides the names of potential subcontractors, if known. A Contractor who intends to subcontract a part of the contract to subcontractors during the procurement procedure:
- (a) is required to complete Section D of Part II of the Single document, including, where known, the name of any subcontractors;
  - (b) shall not be required to provide for each subcontractor the information required under Sections A and B of Part II and Part III of the Single document;
  - c) is obliged to indicate in the Tender the parts of the contract which it intends to entrust to subcontractors.
- 12.3. Other subcontracting requirements are specified in Volume II of the Specification.

## 13. INFORMATION FOR CONTRACTORS JOINTLY TENDERING FOR THE CONTRACT

- 13.1. Contractors may jointly tender for the award of the contract. In such a case, Contractors shall appoint a proxy to represent them in the procurement procedure or to represent them in the procedure and to conclude the public procurement contract.
- 13.2. In the case of Contractors jointly applying for the award of the contract, none of them shall be subject to exclusion pursuant to Article 108(1) of the PPL Act, and in Article 7(1) of the Act on special solutions for counteracting the support of aggression against Ukraine and serving the protection of national security and in Article 5k of Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in connection with Russia's actions destabilising the situation in Ukraine, while the fulfilment of the conditions for participation in the proceedings shall be demonstrated by the Contractors in accordance with point 8.2. of the IFC.
- 13.3. When a Contractor applies jointly for the contract, the declaration referred to in point II. 10.2. of the IFC, shall be submitted by each Contractor. Such documents certify the absence of grounds for exclusion and the fulfilment of the conditions for participation in the procedure, to the extent that each Contractor proves the fulfilment of the conditions for participation in the procedure.
- 13.4. In the case of joint bidding by Contractors, they are obliged to submit, when requested by the Contracting Authority, evidence referred to in point 10., whereby:
- 1) subjective matter evidence referred to in point 10.8. of the IFC shall be submitted respectively by the Contractor/Contractor(s) who proves the compliance with the condition, to the extent and in compliance with the rules described in point 8.2 of the IFC.
  - 2) subjective matter evidence referred to in point 10.6. of the IFC shall be submitted by each of them.
- 13.5. The Contracting Authority **has not specified different requirements** related to contract execution with regard to Contractors competing jointly for the award of the contract.

#### 14. METHOD OF COMMUNICATION IN THE PROCEEDINGS

14.1. The proceedings are conducted in the Polish language using electronic means of communication via the Purchasing Platform at the following address <https://platformazakupowa.pl/pn/ncbj>

**The Contracting Authority has indicated the type of documents that may be submitted in English in paragraphs 16.8.5 and 16.8.6**

A Contractor intending to participate in a procurement procedure shall have an account on the Purchasing Platform. Registration and maintenance of an account on the Purchasing Platform and use of the Platform by the Contractor is free of charge.

14.2. In the procedure, communication between the Contracting Authority and Contractors, including submission of tenders and transfer of documents or statements, shall take place using the Platform. Declarations, requests, notifications and information shall be deemed received on the date on which they are uploaded to the Platform.

14.3. The Contracting Authority appoints Ms. Annę Długaszek to contact the Contractors.

14.4. Instructions on how to use the Platform are available at <https://platformazakupowa.pl/pn/ncbj> (in the proceedings in question)

14.5. The Contracting Authority's recommendations regarding qualified electronic signatures are as follows:

- for documents in a "pdf" format: a signature in the PAdES format is recommended,
- for documents in a format other than "pdf": the XAdES format signature is recommended.

14.6. Necessary hardware and application requirements to work on the Platform:

- permanent access to the Internet with guaranteed bandwidth of not less than 20/4 Mbps;
- PC or MAC computer with the following configuration: min. 4GB RAM, Intel IV 4GHZ processor, one of the operating systems - MS Windows 7, Mac OS x 10.4, Linux or newer versions;
- any web browser supporting TLS 1.2 installed, in its latest version, in the case of Internet Explorer at least version 11.0;
- javaScript enabled;
- acrobat Reader or other software supporting "pdf" format files installed.

14.7. The Contracting Authority shall accept data transmission in formats permitted by relevant legal regulations, i.e: .doc, .docx, .txt, .xls, .xlsx, .ppt, .csv, .pdf, .jpg, .gif, .png, .tif, .dwg, .ath, .kst, .zip, however the Contracting Authority recommends using .pdf files. 14.8. Information on coding and time of data reception:

- the files of the Tender attached by the Contractor on the Platform and saved are visible on the Platform as encrypted. The file can only be opened after decryption by the Contracting Authority after the deadline for the opening of tenders;
- the time indication of receipt of data by the Platform shall be the date and exact time (hh:mm:ss) pinned to the electronic document,.

14.8. The tender, the ESPD, the undertaking referred to in point 11.3 of the IFC and subjective and objective evidence and other documents shall be uploaded **as attachments** on the Platform, according to the Instructions for Use of the Platform.

- 14.9. Where an electronic document in a compressed format is transmitted in the procedure, affixing a qualified electronic signature to the file containing the compressed documents shall be equivalent to affixing a qualified electronic signature to all documents in that file.
- 14.10. In the event of an amendment or withdrawal of the Tender as referred to in point 16.10. of the IFC, the Contractor via the Platform may independently remove the Tender (attachment(s)) it has uploaded.

## 15. CLARIFICATION OF THE CONTENTS OF THE SPECIFICATION

- 15.1. The Contractor may request the Contracting Authority to clarify the content of the Specification. The request should be sent via the Platform and the **“Send a message to the contracting authority”** form. The contracting authority kindly asks that questions also be submitted in an editable form, as this will reduce the time taken to provide clarifications.
- 15.2. The Contracting Authority is obliged to provide explanations immediately, but no later than 6 days before the deadline for submission of tenders - provided that the request for clarification of the content of the Specification was received by the Contracting Authority no later than 14 days before the deadline for submission of tenders.
- 15.3. If the Contracting Authority fails to provide clarifications within the time limit referred to in point 15.2., it shall extend the deadline for submission of tenders by the time required for all interested Contractors to familiarise themselves with the explanations necessary for proper preparation and submission of tenders.
- 15.4. Extension of the deadline for submission of tenders does not affect the deadline for submitting requests for clarification of the content of the Specification, referred to in point 15.2.
- 15.5. In the event that a request for clarification of the content of the Specification is not received within the deadline referred to in point 15.2., the Contracting Authority shall not be obliged to clarify the Specification or to extend the deadline for submission of tenders.
- 15.6. The Contracting Authority shall make the answers to the questions and clarifications available to Contractors, via the Platform, without disclosing the source of the question.
- 15.7. In justified cases, the Contracting Authority may, before the deadline for submission of tenders, change the contents of the Tender Specification. The Contracting Authority will make the modified Specification available on the Platform.
- 15.8. In the event of discrepancies between the content of this Specification and the content of clarifications or amendments to the Specification, the content of the Contracting Authority's later statement shall be binding.
- 15.9. If the amendment to the Specification leads to a change of the contract notice, the Contracting Authority shall notify the Publications Office of the European Union of the notice referred to in Article 90(1) of the PPL Act.
- 15.10. In the case referred to in point 15.9, the amendment to the Specification on the Platform may not be made available before publication of the notice referred to in Article 90(1) of the PPL Act, except in cases where the Contracting Authority has not been notified of the publication within 48 hours following confirmation by the Publications Office of the European Union of receipt of that notice.
- 15.11. If the changes to the content of the Specification are significant for preparation of a tender or require additional time from Contractors to get acquainted with the changes to the Specification and prepare tenders, the Contracting Authority shall extend the deadline for submission of tenders by the time necessary to get acquainted with the changes to the Specification and prepare a tender. The provisions of points 15.9. and 15.10. of the IFC shall apply.
- 15.12. If the amendments to the content of the Specification would lead to a significant change in the nature of the contract as compared to the one initially specified, in particular would lead to a significant

change in the scope of the contract, the Contracting Authority shall invalidate the proceedings pursuant to Article 256 of the PPL Act.

15.13. The Contracting Authority **does not intend to** convene a meeting of Contractors in order to clarify the content of the Specification.

## 16. DESCRIPTION OF HOW TO PREPARE THE TENDER

16.1. A Contractor may submit only one tender for a given part.

16.2. The Contracting Authority **does not accept** variant tenders.

16.3. The Contracting Authority **allow** for partial tenders.

16.4. The Contracting Authority does not require that a tender be secured by a deposit.

16.5. The tender consists of the completed "Tender" Form and the documents listed below:

- 1) Form 2.2 List of technical parameters offered - BGO detectors - 4 pcs - when submitting an offer for Part No. 1;
- 2) Form 2.3 List of technical parameters offered - NaI (TI) detectors - 4 pcs - when submitting an offer for Part No. 2;

16.6. Together with the Tender, the Contractor shall submit via the Platform:

- 1) an extract or information from the National Court Register, Central Business Register and Information on Business Activity or other relevant register, unless the Contracting Authority can obtain them via free and publicly available databases and the Contractor indicated in the Tender Form the data allowing access to such documents **with regard to the Contractor, the Contractor applying jointly for the contract, as well as with regard to entities providing resources;**
- 2) power of attorney or other document confirming the power of representation of the Contractor or entity providing resources, unless the power to represent results from the documents referred to in point 16.6. sub-point 1) of the IFC;
- 3) power of attorney or other document confirming the power to represent all Contractors applying jointly for the award of the contract (e.g. contract on cooperation). A proxy may be appointed to represent Contractors in the procedure or to represent them in the procedure and to conclude the contract;
- 4) statement concerning sanctions legislation in connection with the war in Ukraine on form 3.4 (issued by: the Contractor, each of the Contractors applying jointly for the award of the contract, the entity making the resources available). The Statement shall be transmitted in electronic form and shall have a qualified electronic signature affixed.

16.7. The Contracting Authority **shall require** that the following objective evidence be **submitted** with the Tender: a list of technical parameters - Form 2.2.

- a) in case of submitting an offer for Part 1 - Form 2.2 List of technical parameters - BGO detectors - 4 pcs;
- b) in case of submitting an offer for Part 2 - Form 2.3. List of technical parameters - NaI detectors (TI) - 4 pcs;

If the Contractor fails to submit objective evidence or if the submitted evidence is incomplete, the Contracting Authority shall call upon the Contractor to submit or supplement such evidence by the relevant deadline.

16.8. **Formal requirements** for submissions in the proceedings: tenders, ESPD statements, subjective evidence, objective evidence and other documents or statements:

16.8.1. The tender and The Single European Procurement Document shall be submitted, under pain of invalidity, in electronic form (i.e. bearing a qualified electronic signature). These documents shall be

signed by a person authorised to represent the Contractor in accordance with the form of representation specified in the register or another document appropriate for a given organizational form of the Contractor or by an authorised representative of the Contractor.

16.8.2. Where objective evidence, subjective evidence, other documents or documents evidencing authority to represent have been issued by authorised persons:

- 1) as **an electronic document** - the Contractor **shall transmit that document**;
- 2) as **a paper document** - the Contractor **shall provide a digital copy of that document bearing a qualified electronic signature** certifying the conformity of the digital copy with the paper document;

The certification of conformity of the digital representation with the paper document referred to in point 2) above shall be made by a notary or:

- a) in the case of subjective evidence and documents confirming the power of representation - respectively the Contractor, the Contractor applying jointly for the award of the contract, the entity making available the resources, each in the scope of the document concerned;
- b) in the case of other documents, respectively the Contractor or the Contractor applying jointly for the award of the contract, each in the scope of the document concerned;
- c) in the case of such objective evidence - the Contractor or the Contractor applying jointly for the award of the contract, respectively.

16.8.3. Subjective evidence, including the statement referred to in point 16.6. sub-point 6) of the IFC, the commitment(s) of the entity providing the resources, the objective evidence in question that has not been issued by authorised entities and the required powers of attorney:

- 1) the Contractor **shall transmit in electronic form and shall affix a qualified electronic signature**;
- 2) if they have been drawn up as a paper document and bear a handwritten signature, the Contractor **shall provide a digital representation of these documents bearing a qualified electronic signature** certifying the conformity of the digital representation with the paper document.

The certification of conformity of the digital representation with the paper document referred to in point 2) above shall be made by a notary or:

- a) in the case of subjective evidence - respectively the Contractor, the Contractor applying jointly for award of the contract, the entity making available the resources, each in the scope of the document that concerns them;
- b) in the case of the objective evidence in question or the statement referred to in point 16.6. sub-point 6) of the IFC, the commitment of the entity providing resources - respectively the Contractor or the Contractor jointly applying for award of the contract;
- c) in the case of a power of attorney - the Principal.

16.8.4. The tender should be made in Polish. Pursuant to Article 20(3) of the PPL Act, the Contracting Authority allows for tenders, statements and other documents to be submitted in a language commonly used in international trade - English.

16.8.5. Subject and objective evidence or other documents or statements may be drawn up in Polish or in English.

16.8.6. The tender and other declarations and documents for which the Contracting Authority has defined specimens in the form of forms included in Chapter 2 and Chapter 3 of Volume I of the Specification,

should be prepared in accordance with these specimens, as regards the content and description of columns and lines.

- 16.9. The Contracting Authority hereby informs that pursuant to provisions of Article 18 par. 3 of the PPL Act, information constituting a trade secret within the meaning of regulations on combating unfair competition shall not be disclosed<sup>6</sup> if the Contractor, along with submitting such information, reserved that it cannot be disclosed **and demonstrated that the reserved information constitutes a trade secret**. The Contractor may not reserve the information referred to in Article 222(5) of the PPL Act. Any information constituting a business secret within the meaning of the Act on Combating Unfair Competition, which the Contractor wishes to reserve as a business secret, should be attached to the Platform in a separate **file with a simultaneous marking of the "Attachment constituting a business secret"** command.
- 16.10. Before the deadline for submission of tenders, the Contractor, via the Platform, may introduce changes to the submitted tender or withdraw the tender.
- 16.11. The Contractor may not effectively change or withdraw the submitted tender (attachments) after the deadline for submission of tenders.

## 17. METHOD OF CALCULATING THE PRICE OF THE TENDER

- 17.1. The Contractor will specify the Offer price for the offered part in the Offer Form.
- 17.2. The Offer price should be expressed in Polish zloty (PLN), up to two decimal places. The Contracting Authority accepts submission of tenders (expression of the tender price and prices in the Price Form) in a currency other than PLN.

If a tender is submitted in a currency other than PLN, the Contracting Authority, in order to compare tenders, will convert the currency into PLN according to the average exchange rate of the National Bank of Poland of the day on which the announcement was published in the Official Journal of the European Union.

- 17.3. Prices specified by the Contractor in the Tender shall not be changed during the execution of the subject matter of the order, except for situations specified in essential provisions of the Contract, constituting Volume II of the Specification.
- 17.4. If a tender is submitted, the selection of which will lead to the creation of a tax obligation for the Contracting Authority pursuant to the provisions on VAT<sup>7</sup>, for the purpose of applying the price criterion the Contracting Authority will add to the price presented in the tender the amount of VAT that it would be obliged to calculate pursuant to these provisions. In the Tender, the Contractor shall:
- inform the Contracting Authority that the selection of its tender will result in the Contracting Authority becoming liable to tax,
  - indicate the name (type) of the good or service whose supply or provision will give rise to a tax liability,
  - indicate the value of the good or service for which the Contracting Authority is liable to tax, exclusive of tax,
  - indicate the rate of value added tax which, to the Contractor's knowledge, will apply.

## 18. BOND REQUIREMENTS - not applicable

## 19. SUBMISSION AND OPENING OF TENDERS

<sup>6</sup> The Act of 16 April 1993 - on combating unfair competition (Journal of Laws 2020, item 1913)

<sup>7</sup> Act of 11 March 2004 on Goods and Services Tax (Journal of Laws of 2020, item 106, as amended)

- 19.1. **Tender should be submitted via the Platform by 31.05.2022 at 12:00 pm**
- 19.2. The Contractor shall submit the Tender on the Platform in the manner as follows:
- 1) add to the Tender or Proposal Form the annexes referred to in points 16.5., 16.6. and 16.7. of the IFC in electronic form (i.e. signed with a qualified electronic signature) and then clicks the “Go to summary” button. Then, in the second step of submitting the tender or form, check the correctness of the submitted tender, the attached files and their quantity. In order to complete the tender submission stage, the Contractor shall on the Submit a tender button; If business secrets are claimed, the contractor is required to submit the documents in a separate and appropriately labelled file;
  - 2) the system will then encrypt the tender or the contractor’s request so that it is unavailable to the Contracting Authority until the deadline for opening tenders or submitting requests to participate in the procedure in accordance with Article 221 of the Public Procurement Law. The last step is for a message to appear and an email to be sent from platformazakupowa.pl with information about the tender or form
- 19.3. The date of submission of the Offer is determined by the time of full processing of the transaction on the Contracting Authority's Platform.
- 19.4. The **opening of the Tender will take place on 31.05.2022 at 1:00 pm (13:00)** via the Platform. In the event of a malfunction of the Platform which makes it impossible to open tenders by the above deadline, the opening of tenders will take place immediately after the malfunction is remedied.
- 19.5. The opening of the tenders is carried out on the Platform by decrypting and opening the Tenders. Information on the opening of tenders will be published on the Platform under “Attachments” and will contain the data specified in Article 222(5) of the PPL Act.

## 20. TENDER VALIDITY

- 20.1. The contractor shall be bound by the tender from the date of the tender submission deadline to **29.08.2022**.
- 20.2. In the event that the selection of the most advantageous tender does not take place before the expiry of the time limit for being bound by a tender as referred to in point 20.1, before the expiry of the tender validity period, the Contracting Authority shall, on one occasion, request the consent of Contractors to extend this period by the indicated period not exceeding 60 days.
- 20.3. Prolongation of the tender validity period requires a written statement of consent by the Contractor for the extension of the tender validity period.

## 21. TENDER ASSESSMENT CRITERIA

- 21.1. The Contracting Authority will apply the following tender evaluation criteria when selecting the most advantageous tender:

### **Price = 100 points**

The tender evaluation criteria shall be evaluated on the basis of tenders that are not subject to rejection.

#### 21.1.1. **The “Price” criterion**

The “Price” criterion shall be considered on the basis of the total price for the execution of the subject matter of the contract, as provided by the Contractor on the Tender Form.

The Contracting Authority shall award **100 points** to the tender with the lowest price among the evaluated tenders, and each subsequent tender shall be awarded a proportionally lower number of points, according to the following equation:

$C = \frac{C_{\min}}{C_o} \times 100 \text{ points}$
<p>where:</p> <p><math>C_{\min}</math> - the lowest total price of the evaluated tenders (PLN)</p> <p><math>C_o</math> - total price of the reviewed tender (PLN)</p>

*WARNING: If the price of the tender is expressed in a currency other than PLN, for the purpose of comparison of tenders the Contracting Authority will convert it into PLN according to the average exchange rate of the National Bank of Poland of the day on which the announcement was published in the Official Journal of the European Union. Point 17.4 of this Specification shall apply mutatis mutandis.*

- 21.3. The Contracting Authority **does not provide** for an electronic auction.
- 21.4. Immediately after the selection of the most advantageous tender, the Contracting Authority shall simultaneously inform all Contractors who submitted tenders of
- 1) selecting the most advantageous tender, indicating the name or business name, registered office or place of residence, if this is the place of business of the Contractor whose tender has been selected, and the names or business names, registered offices or places of residence, if this is the place of business of the Contractors who submitted tenders, as well as the scores awarded to the tenders under each tender evaluation criterion and the total score of
  - 2) Contractors whose tenders have been unsuccessful  
- stating the reasons in fact and in law.
- 21.5. The Contracting Authority shall make available the information referred to in point 21.4. sub-point 1) of IFC on the Platform.
- 21.6. The Contracting Authority may withhold the information referred to in point 21.4. of the IFC if their disclosure would be contrary to an important public interest.
- 22. INFORMATION ON FORMALITIES TO BE CARRIED OUT FOLLOWING THE SELECTION OF THE TENDER IN ORDER TO CONCLUDE THE CONTRACT**
- 22.1. If a Contractor's tender is selected as the most advantageous one, before signing the contract the Contractor, when requested by the Contracting Authority, will submit a copy of the contract governing the cooperation of Contractors, in which, among others, the proxy authorised to contact the Contracting Authority and issue documents related to payments will be identified.

**23. PERFORMANCE GUARANTEE**

The Contracting Authority does not provide for the obligation to lodge a performance guarantee.

**24. INFORMATION ON LEGAL REMEDIES**

- 24.1. The Contractor, as well as any other entity which has or had an interest in obtaining a contract and has suffered or may suffer damage as a result of an infringement of provisions of the PPL Act by the Contracting Authority, shall have the right to legal remedies set forth in Section IX of the PPL Act. Legal



remedies against the contract notice and the contract documents shall also be available to organisations on the list referred to in Article 469(15) of the PPL Act and to the Ombudsman for SMEs.

24.2. The appeal can be made against:

- 1) action taken by the Contracting Authority in the course of the procurement procedure which is contrary to provisions of the PPL Act, including the draft contractual provisions;
- 2) failure to act in the contract award procedure which the Contracting Authority was obliged to do under the PPL Act.

24.3. The appeal shall include:

- 1) the name, residence or registered office, phone number and e-mail address of the Appellant and the name of the representative(s);
- 2) the name and registered office of the Contracting Authority, phone number and e-mail address of the Contracting Authority;
- 3) the Personal ID (PESEL) or Tax ID numbers of the appellant who is a natural person, if he/she is obliged to have them or does not have them;
- 4) the number in the National Court Register, or failing that, the number in another relevant register, or the VAT number of the Appellant not being a natural person who is not required to be entered in a relevant register or register, if it is obliged to have such a number;
- 5) description of the subject matter of the contract;
- 6) indication of the publication number in the Official Journal of the European Union;
- 7) indication of the activity or omission of the Contracting Authority's activity allegedly non-compliant with the Act;
- 8) a concise statement of the allegations;
- 9) a demand as to how the appeal should be resolved;
- 10) a description of the facts and legal grounds on which the appeal is based and the evidence in support of those grounds;
- 11) signature of the Appellant or its representative or representatives;
- 12) list of attachments.

24.4. The appeal shall be accompanied by:

- 1) proof of payment of the required appeal fee;
- 2) proof of transmission of the appeal or a copy thereof to the Contracting Authority;
- 3) document confirming the power of representation of the Appellant.

24.5. The appeal shall be lodged with the President of the Chamber in writing or in an electronic form bearing a trusted signature.

24.6. The appellant shall submit to the Contracting Authority an appeal lodged in electronic form or using electronic means, or a copy of that appeal if it was lodged in writing, prior to the expiry of the time limit for lodging an appeal in such a way that it can read its contents before that time limit expires. It is presumed that the Contracting Authority could have read the contents of the appeal before the deadline for filing it, if the appeal or a copy thereof was sent by means of electronic communication before the deadline for filing it.

24.7. An appeal shall be lodged within the following time limits:

24.7.1. 10 days from the date of dispatch of information on the Contracting Authority's actions constituting the basis for lodging the appeal, if the information was transmitted by means of electronic communication, or within 15 days - if the information was transmitted in another way;

24.7.2. 10 days from the date of publication of the notice in the Official Journal of the European Union or of the posting of the contract documents on the Platform against the contract notice or the contract documents;

- 24.7.3. An appeal in cases other than those referred to in points 24.7.1. i 24.7.2. of the IFC shall be lodged within 10 days from the day on which the circumstances giving rise to the lodgement came to light or could have been discovered with due diligence.
- 24.7.4. If the Contracting Authority has not sent the Contractor a notification of the selection of the most advantageous tender, the appeal shall be lodged no later than within the following deadline:
- 1) 30 days from the date of publication of the contract award notice in the Official Journal of the European Union;
  - 2) 6 months from the date of concluding the contract, if the Contracting Authority has not published a contract award notice in the Official Journal of the European Union.
- 24.8. Detailed rules for proceedings after an appeal has been lodged are set out in the relevant provisions of Part IX of the PPL Act.
- 24.9. The decision of the National Appeal Chamber and the ruling of the President of the Chamber referred to in Article 519(1) of the PPL Act may be appealed to court by the parties and participants in the appeal proceedings.
- 24.10. The complaint shall be lodged with the District Court in Warsaw - the public procurement court.
- 24.11. The complaint shall be lodged through the President of the National Appeal Chamber within 14 days of the day of delivery of the decision of the National Appeal Chamber or the decision of the President of the Chamber referred to in Article 519(1) of the PPL Act, at the same time sending a copy thereof to the opponent of the complaint. Filing a complaint at a postal service of a designated operator within the meaning of the Act of 23 November 2012 Postal Law<sup>8</sup> is equivalent to filing a complaint.
- 24.12. A cassation appeal to the Supreme Court may be lodged against a judgment of the court or a decision ending the proceedings in a case.

## 25. Personal data protection

- 25.1 The controller of your personal data processed in connection with the public procurement procedure is the National Centre for Nuclear Research (hereinafter referred to as the Controller or the National Centre) with its registered office in Otwock, ul. Andrzeja Sołtana, 05-400 Otwock.
- 25.2. If you have any questions concerning the manner and scope of the processing of your personal data, or your rights, you may contact the Data Protection Officer at the National Centre, at the address given above or by e-mail at [iod@ncbj.gov.pl](mailto:iod@ncbj.gov.pl) or at tel. 22 273 22 31.
- 25.3. The personal data controller processes your personal data on the basis of applicable legal provisions, i.e. in particular:
- 1) the Act of 11 September 2019 the Public Procurement Law and executive acts to this act, including on the types of documents that the Contracting Authority may demand from the contractor
  - 2) the Act of 14 July 1983 on the national archival resource and archives
- 25.4. Your personal data is processed for:

Purpose of processing	Legal basis for processing
Conducting public procurement proceedings	the necessity of the processing for compliance with a legal obligation to which the controller is subject (Article 6(1)(c))

<sup>8</sup> Act of 23 November 2012 - Postal law (Journal of Laws 2020, item 1041)

Performance of contracts concluded with contractors	the necessity of the processing for the performance of the contract (Article 6(1)(b) of the GDPR)
Handling procurement activities	the necessity of the processing for the performance of the contract (Article 6(1)(b) of the GDPR) in order to comply with a legal obligation (Article 6(1)(c))
Processing of data on the basis of consent	the legal basis for the processing is the consent given through the act of participation in a public procurement procedure (Article 6(1)(a) of the GDPR)

- 25.5. In connection with the processing of personal data for the purposes referred to in point 4, your personal data shall be communicated to the entities and persons concerned, as in principle the public procurement procedure is open to the public. Moreover, recipients of personal data may be other entities and persons who, on the basis of relevant Contracts signed with the National Centre, process personal data for which the Centre is the Controller.
- 25.6. Your personal data will be stored pursuant to Article 78 of the Public Procurement Law, i.e. for a period of 4 years from the date of completion of the contract award procedure, and in the case of conclusion of a public procurement contract with the term of validity exceeding 4 years, the storage period shall be in line with the duration of the contract and with achieving the objectives specified in point 4 above.
- 25.7. You have the following rights in relation to the processing of your personal data:
- 1) Article 15 of the GDPR - the right to access and obtain a copy of your personal data,
  - 2) Article 16 of the GDPR - the right to request rectification or completion of personal data, however such a request may not result in changing the outcome of the procurement procedure or amend the provisions of the public procurement contract to the extent incompatible with the Act (Article 19(2) of the PPL).
  - 3) Article 17 of the GDPR - the right to request erasure of personal data (the so-called right to be forgotten), unless erasure is not possible pursuant to Article 17(3) b), d) or e) of the GDPR.
  - 4) Article 18 of the GDPR - the right to request restriction of processing of personal data, as long as the restriction of processing will not have the effect of limiting the processing of personal data until the end of those proceedings (Article 19(3) of the PPL)
- 25.8. If you become aware of unlawful processing of your personal data at the Centre, you have the right to lodge a complaint with the supervisory authority competent for personal data protection.
- 25.9. With regard to your personal data, decisions will not be taken by automated means, pursuant to Article 22 of the GDPR.
- 25.10. The above rights should be addressed to the Centre as indicated in the introduction. If the Centre is unable to determine the content of the request or identify the requestor based on the notification made, the Centre will request additional information from the requestor. Replies to the notification will be given promptly, and at the latest within one month of receipt. If it is necessary to extend this deadline, the Centre will inform the applicant of the reasons for the extension. The reply will be sent to the e-mail address from which the application was sent and, in the case of applications sent by letter, by registered mail to the address indicated by the applicant, unless it is clear from the content of the letter that the applicant wishes to receive the reply to the e-mail address (in which case the e-mail address must be provided).



## Chapter 2

### Forms relating to the Tender





Form 2.1

TENDER

National Centre for Nuclear Research  
ul. Andrzeja Sołtana 7,  
05-400 Otwock

Referring to the contract notice in the procedure for the award of a public contract for:

**Delivery of detectors to the National Centre for Nuclear Research in Otwock**

Procedure reference no.: **EZP.270.20.2022**

first name: .....

last name: .....

basis for representation: .....

acting for and on behalf of the CONTRACTOR

*Note:*

*if a tender is submitted by entities acting jointly, provide the following details for all members of the civil partnership or the consortium*

name (company): .....

registered address: .....

province: .....

National Court Register (KRS) number:

.....

ENTERPRISE ID: .....

Tax ID: .....

being a micro enterprise \*

being a small enterprise \*

being a medium-sized enterprise \*

being a sole trader \*

being a natural person not pursuing an economic activity \*



Narodowe Centrum Badań Jądrowych  
National Centre for Nuclear Research  
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different kind \*

\* please tick/indicate as appropriate

The definition of micro, small and medium entrepreneur can be found in Article 7(1)(1), (2) and (3) of the Act of 6 March 2018 - Entrepreneurs' Law (i.e. Journal of Laws 2021, item 162)

1. **WE SUBMIT A TENDER** for the execution of the subject matter of the Contract in accordance with the Tender Specification for this procedure for Part No. .... \*

\*) enter the Parts for which the Contractor is submitting an offer

2. **WE DECLARE** that we have read the Tender Specification, as well as the explanations and amendments to the Tender Specification provided by the Contracting Authority, and we consider ourselves bound by the provisions and rules of procedure defined in them.

3. **WE OFFER** to perform the subject matter of the contract for:

a) **Part no. 1: BGO detectors - for 4 pcs** ..... - name / type / model), **for a total price of:** ..... (say: ..... ), including VAT, in the amount of ..... (say: ..... ) if applicable, see point 4 below

b) **Part no. 2: NaI (TI) detectors - for 4 pcs** ..... - name / type / model), **for a total price of:** ..... (say: ..... ), including VAT, in the amount of ..... (say: ..... ) if applicable, see point 4 below

4. **WE INFORM** that<sup>9</sup>:

- 1) the selection of the tender **will not**\*lead to the creation of a tax obligation for the Contracting Authority.
- 2) the selection of the tender **will**\*lead to the creation of a tax obligation for the Contracting Authority
  - for the following *goods/services (depending on the subject-matter of the contract)*: .....
  - the value of *goods/services (depending on the subject matter of the contract)* causing tax obligation for the Contracting Authority is PLN ..... net
  - value added tax rate .....%, which, to the knowledge of the Contractor, will apply.

5. **I DECLARE** that the offered warranty period is ..... months \*, from the date of signing the handover protocol without reservations. (the minimum required warranty period for the subject of the contract is 12 months, from the date of signing the delivery and acceptance protocol without reservations).

6. **WE INTEND**<sup>10</sup> to entrust the following parts of the contract to subcontractors:

<sup>9</sup> applies to Contractors whose tenders will generate the obligation to add VAT to the net value of the tender, i.e. in the case of

- intra-Community acquisitions of goods,
- the importation of services or the importation of goods, which involves the obligation for the Contracting Authority to add VAT when comparing tender prices.

7. **WE UNDERTAKE** not to perform the contract with the participation of subcontractors, suppliers or entities whose capacity is relied on within the meaning of Directive 2014/24 / EU, referred to in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's destabilizing actions in Ukraine, where they account for more than 10% of the contract value.

8. **WE UNDERTAKE** to execute the order within the time limit specified in the Specification.

9. **WE ACCEPT** the payment conditions specified by the Contracting Authority in the Specification.

10. **WE ARE** bound by our tender for the period indicated in the Specification.

In confirmation of the above, we have submitted a deposit in the amount of PLN ..... in the form of .....

The deposit should be returned by bank transfer to account no. ....

*(to be completed in the case of a deposit in the form of cash)*

A statement on the release of the security deposit referred to in Article 98(5) of the PPL Act should be sent to the issuer of the guarantee or surety at the e-mail address .....@.....

*(when paid in a form other than cash)*

11. **WE DECLARE** that the information and documents contained in a separate, appropriately marked and named annex ..... *(please specify the name of the attachment)* are a business secret within the meaning of the provisions on combating unfair competition, which we have demonstrated in the attachment ..... *(please specify the name of the attachment)* and we reserve the right not to disclose them.

12. **WE DECLARE** that we are acquainted with the material provisions of the contract specified in the Specification and we undertake, in case of selection of our tender, to conclude a contract consistent with this tender, under the conditions specified in the Specification, at the place and time designated by the Contracting Authority.

13. **WE DECLARE** that we are not an entity referred to in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 on restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine, i.e.

a) a Russian citizen or a natural or legal person, entity or body based in Russia;

b) a legal person, entity or body whose ownership rights directly or indirectly belong to the entity referred to in point (a) in more than 50%; a) above; or

c) a natural or legal person, entity or body acting on behalf or at the direction of the entity referred to in point a) or b) above.

14. **WE DECLARE** that we have complied with the information obligations provided for in Article 13 or Article 14 of the GDPR<sup>11</sup> towards natural persons from whom we have directly or indirectly obtained personal data in order to apply for the award of a public contract in this procedure, and whose data has been communicated to the Contracting Authority as part of the contract<sup>12</sup>.

15. **THE CONTACT PERSON** for these proceedings is:

First and last name: .....tel.

..... e-mail: .....

<sup>10</sup> Note: The declaration should be consistent with the declaration made in the Single document Part II Section C and D.

<sup>11</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119 of 04.05.2016, p. 1).

<sup>12</sup> If the Contractor does not provide personal data other than those directly concerning him or the application of the information obligation is excluded, pursuant to Art. 13 (4) or Art. 14 (5) of the GDPR the content of the declaration shall not be submitted by the Contractor (delete the content of the declaration, e.g. by crossing it out).



16. LIST of enclosed declarations and documents: *(list all statements and documents submitted, etc.):*

.....  
.....  
.....

..... on.....

.....

*(qualified electronic signature of person authorized to represent the Contractor)*

\*delete as appropriate





(name of Contractor(s))	<b>FORM 2.2.</b> <b>“LIST OF TECHNICAL PARAMETERS - FOR PART 1”</b>
-------------------------	--

Concerning the procedure for the award of a public contract entitled:

**Delivery of detectors to the National Centre for Nuclear Research in Otwock**

Procedure reference no.: **EZP.270.20.2022**

we declare that we offer:

- I. Technical parameters

BGO detectors - 4 pcs..... (name/type/model)		
Technical specification	Required value	Offered value *) you should enter the offered parameter specifically
BGO Crystal	5"x5"	
Photomultiplier Tube 5" diameter	Spectral response range from 300 to 650nm	
	Quantum efficiency 35% or better	
	Blue sensitivity index no less than 13.5	
	Time response (rise time no more than 3.3ns, transit time no more than 41ns, Transit Time Spread no more than 4.6ns)	
Aluminum Housing		
Mu Metal Light Shield		
Energy reluton of 662kkeV	13% or better	



.....  
*(qualified electronic signature of person  
authorized to represent the Contractor)*



(name of Contractor(s))	<b>FORM 2.3.</b> <b>“LIST OF TECHNICAL PARAMETERS - FOR PART 2”</b>
-------------------------	--

Concerning the procedure for the award of a public contract entitled:

**Delivery of detectors to the National Centre for Nuclear Research in Otwock**

Procedure reference no.: **EZP.270.20.2022**

we declare that we offer:

I. Technical parameters

Nal (TI) detectors - 4 pcs..... (name/type/model)		
Technical specification	Required value	Offered value *) you should enter the offered parameter specifically
Nal (TI) Crystal	5"x5"x10"	
Photomultiplier Tube 5"diameter	Spectral response range from 300 to 650nm	
	Quantum efficiency 35% or better	
	Blue sensitivity index no less than 13.5	
	Time response (rise time no more than 3.3ns, transit time no more than 41ns, Transit Time Spread no more than 4.6ns)	
Aluminum Housing		
Mu Metal Light Shield		
Energy reluton of 662kkeV	8,5% or better	



.....  
*(qualified electronic signature of person  
authorized to represent the Contractor)*



**Forms relating to compliance by the Contractor  
with the conditions for participation in the proceedings/demonstrating lack of grounds  
to exclude the Contractor from the procedure:**

Form 3.1. Single European Procurement Document (ESPD)

*(The document initially prepared by the Contracting Authority is available on the website of the conducted proceedings both in .xml format - to be imported in the eESPD service, and in pdf format - for reference)*

Form 3.2. Statement regarding the validity of the information in the ESPD;

Form 3.3. Statement regarding the capital group;

Form 3.4. Statement concerning sanctions legislation in connection with the war in Ukraine

**Form 3.1.**



**European Single Procurement Document (ESPD)**

Being a separate annex



**Narodowe Centrum Badań Jądrowych**  
**National Centre for Nuclear Research**  
**ŚWIERK**

**STATEMENT**  
**regarding the validity of information in the ESPD service;**

Case number: **IZP.270.20.2021**

**In connection with the public procurement procedure under the open tender procedure, entitled:  
Delivery of detectors to the National Center for Nuclear Research in Otwock**

**Reference number: EZP.270.20.2022**

I declare

that the information contained in ESPD regarding the following exclusion grounds, referred to in:

- 1) art. 108 sec. 1 point 3 and 6 of the Public Procurement Law,
- 2) art. 108 sec. 1 point 4 of the Public Procurement Law, concerning the prohibition of applying for a public contract as a preventive measure,
- 3) art. 108 sec. 1 point 5 of the Public Procurement Law, concerning the conclusion of an agreement with other contractors

aimed at distorting competition,

are up-to-date.

.....  
*(qualified electronic signature of person  
authorized to represent the Contractor)*

**STATEMENT**  
**on the lack of affiliation or membership to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection**  
**(Journal of 2021, item 275, as amended),**

Subject of the public procurement procedure for:

**In connection with the public procurement procedure under the open tender procedure, entitled:**

**Delivery of detectors to the National Center for Nuclear Research in Otwock**

**Procedure reference no.: EZP.270.20.2022**

Acting for and on behalf of the Contractor:

Name: .....

Address or registered office: .....

I hereby declare that I do **not belong / belong** (delete as appropriate) to **the same / no** (delete as appropriate) capital group with other Contractors who submitted separate tenders, partial tenders in this procedure.

List of Contractors belonging to the same capital group who submitted a tender

No.	Identification of the Contractor (name and business address)

If a contractor belongs to the same capital group with another contractor who submitted a tender or a partial tender in this procedure, the contractor shall submit a statement of belonging to the same capital group together with documents or information confirming that the tender or partial tender was prepared independently of the other contractor belonging to the same capital group.

.....  
signature\*

\* a qualified electronic signature of a person authorised to represent the Contractor on the basis of the registration documents or on the basis of the authorisation given to the persons authorised to represent it in accordance with the rules laid down in the registration documents.

**NOTE!**

**THIS INFORMATION SHALL BE SUBMITTED BY THE CONTRACTOR WHEN REQUESTED BY THE CONTRACTING AUTHORITY**



## STATEMENT

concerning sanctions legislation in connection with the war in Ukraine

In connection with a public procurement procedure conducted as an open tender for:  
**Supply of detectors for the National Centre for Nuclear Research in Otwock.**

**Reference no. EZP.270.20.2022**

**I/WE:**

.....  
*(name of person(s) authorised to represent the entity)*

**acting for and on behalf of:**

.....*(name of the Contractor\* a Contractor jointly applying for the award of the contract\* an Entity providing the resources\*)*

- I. In connection with Article 7 (1) of the Law of 13 April 2022 on special solutions for counteracting the support of aggression against Ukraine and serving the protection of national security, **I DECLARE** that:
- 1) The Contractor **is\*** / **is not\*** included in the lists set out in Regulation 765/2006 and Regulation 269/2014 or included in the list on the basis of a decision on inclusion in the list deciding on the application of the measure referred to in Article 1(3) of the above Act;
  - 2) the Contractor's beneficial owner within the meaning of the Anti-Money Laundering and Countering the Financing of Terrorism Act of 1 March 2018 (Journal of Laws of 2022, item 593 and 655) **is\*** / **is not\*** a person included in the lists set out in Regulation 765/2006 and Regulation 269/2014 or included in the list or being such a beneficial owner as from 24 February 2022, provided that he/she is included in the list on the basis of a decision on inclusion in the list deciding on the application of the measure referred to in Article 1(3) of the aforementioned Law;
  - 3) the Contractor's parent company within the meaning of Article 3.1.37 of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, item 217, 2105 and 2106), **is\*** / **is not\*** an entity included in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed or being such a parent entity as from 24 February 2022, provided that it has been listed on the basis of a decision on inclusion in the list deciding on the application of the measure referred to in Article 1(3) of the aforementioned Act.
- II. In connection with Article 5k(1) of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, **I DECLARE** that:
- a) **I am\*** / **am not\*** a Russian citizen or a natural or legal person, entity or body having its registered office in Russia,
  - b) **I am\*** / **I am not\*** a legal person, entity or body in which more than 50% of the ownership rights are directly or indirectly held by the entity referred to in point (a),
  - c) **I am\*** / **I am not\*** a natural or legal person, entity or body acting on behalf or at the direction of the entity referred to in points (a) or (b);



\*delete as appropriate

.....  
*(qualified electronic signature of person  
authorized to represent the Contractor)*



**Narodowe Centrum Badań Jądrowych**  
**National Centre for Nuclear Research**  
**ŚWIERK**