**Tender reference: 1/dost./2020**

**Approved:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SPECIFICATION OF ESSENTIAL TERMS OF REFERENCE**

in the public procurement procedure conducted

by open tender

for

**the supply of collection bags for the transport of urine and blood samples and accessories for the collection of urine and blood samples**

**Warsaw, 03 February 2020**

|  |
| --- |
| **Chapter I.****Contracting Authority Name and Address** |

Contracting Authority: **Polska Agencja Antydopingowa [Polish Anti-Doping Agency]**

00-449 Warsaw, ul. Łazienkowska 6a

Phone/Fax: +48 22 529 89 12

Contracting Authority's website: <http://www.antydoping.pl>

The Contracting Authority's working hours: Monday to Friday, from 8.00 am to 4.00 pm (excluding public holidays).

The website where information concerning the procedure in question is posted: <http://www.antydoping.pl> (tab - *public procurement* to which the provisions of the PPL Act apply).

Any correspondence to the Contracting Authority concerning the procedure should be addressed as follows:

**Polska Agencja Antydopingowa**

**[Polish Anti-Doping Agency]**

**ul. Łazienkowska 6a**

**00-449 Warszawa**

Phone: +48 22 529 89 12

Fax: +48 22 529 89 12

E-mail: michal.rynkowski@antydoping.pl

*(The Contracting Authority shall not be liable for the consequences of the Economic Operators' failure to comply with the above requirement).*

# Chapter II.

# Public Procurement Procedure

1. The public procurement procedure is conducted on the basis of the provisions of the Act of 29 January 2004 Public Procurement Law (consolidated text in Journal of Laws of 2019, item 1843), hereinafter referred to as the PPL Act, by way of an open bid in accordance with the provisions applicable to procedures whose contract value is lower than the amounts specified in the provisions issued pursuant to Article 11 section 8 of the PPL Act.
2. The provisions of the PPL Act, executive acts to the PPL Act and the Civil Code (unless the provisions of the PPL Act provide otherwise) apply to matters not regulated in these Terms of Reference, hereinafter referred to as the ToR.

|  |
| --- |
| **Chapter III.****Contract Description** |

**1. Name of contract:**

Delivery of collection bags for transporting urine and blood samples and accessories for taking urine and blood samples.

The collection bags must meet the relevant standards set by the World Anti-Doping Agency (WADA).

**2. Detailed description of the collection bags is set out in Appendix No 1 to ToR. Other conditions for the performance of the contract have been specified in the Contract Significant Provisions, which form Appendix No 2 to ToR.**

3. The Contracting Authority does not accept:

1. submission of partial bids within the meaning of Article 2 item 6 of the PPL Act;
2. submission of variant bids within the meaning of Article 2 item 7 of the PPL Act.

**4. Code and name in the Common Procurement Vocabulary (CPV):**

33.14.16.15- 4 (urine collection bags)

33.14.16.13- 0 (blood collection bags)

|  |
| --- |
| **Chapter IV.****Contract Completion Date** |

The contract will be executed in the following two tranches:

1. first tranche: delivery by 3 March 2020. - 600 sets containing collection bags for transporting urine samples and urine sampling accessories and 150 sets containing collection bags for transporting blood samples and blood sampling accessories.
2. second tranche: delivery by 3 April 2020 - 3300 sets containing collection bags for transporting urine samples and urine sampling accessories and 585 sets containing collection bags for transporting blood samples and blood sampling accessories.

The Economic Operator shall deliver the collection bags at the expense of the Contracting Authority directly to its registered office at ul. Łazienkowska 6a in Warsaw, POLAND.

|  |
| --- |
| **Chapter V.****Conditions for participation in the procedure** |

1. **The contract award may be sought by Economic Operators who meet the conditions for participation in the procedure** related to
	1. competence or rights to pursue a specific professional activity, provided that this results from separate regulations - the Contracting Authority does not specify a condition in this respect;
	2. financial or economic situation - the Contracting Authority does not define a condition in this respect;
	3. technical or professional capacity - the Contracting Authority does not specify a condition in this respect.
2. The Contracting Authority shall exclude from the procedure economic operators:

2.1 who have not demonstrated the fulfilment of the conditions for participation in the procedure referred to in section 1;

2.2 who have not proved that the prerequisites specified in Article 24 section 1 items 13-23 of the Act do not apply to them (the Contracting Authority informs that the grounds for exclusion listed in Article 24 section 1 items 21-23 apply to Polish nationals);

1. **Corrective measures**
2. An Economic Operator will not be excluded if he presents evidence confirming that he has taken sufficient measures to prove his reliability in the situation when there were grounds for exclusion of the Economic Operator specified in Article 24 section 1 items 13, 14, 16-20 of the PPL Act and Article 24 item 5 items 1, 2 and 4 of the PPL Act;
3. In order to confirm and prove his reliability, the Economic Operator may in particular prove to the Contracting Authority that he has repaired the damage caused by the offence or fiscal offence, paid for the harm suffered or repaired it, provide a comprehensive explanation of the facts, demonstrate that he cooperated with law enforcement authorities and took specific technical, organizational and human resources measures aimed at preventing further offences or fiscal offences or improper conduct of the Economic Operator;
4. An Economic Operator who is a collective entity against whom a ban on competing for the award of a public contract has been issued with a final and binding judgment and the period of validity of the ban specified in the judgment has not expired, may not use the institution of corrective measures;
5. In the situation when the Economic Operator presents evidence to prove his reliability, the Contracting Authority shall consider the presented evidence and assess it in the light of premises specified in item 1;
6. if the Contracting Authority, taking into account the gravity and specific circumstances of the Economic Operator's act, considers the evidence presented by the Economic Operator as sufficient, the Economic Operator shall not be excluded from the procedure.
7. Pursuant to Article 24 section 12 of the PPL Act, the Contracting Authority may exclude the Economic Operator at each stage of the public procurement procedure.
8. **Application of the procedure regulated in Article 24aa section 1 of the PPL Act -** the Contracting Authority shall first evaluate bids, and then examine whether the Economic Operator whose bid was evaluated as the most advantageous one is not subject to exclusion and meets the conditions for participation in the procedure, according to the following rules:
9. Initial assessment of bids, i.e. whether the collection bags offered by the Economic Operator meet the requirements specified by the Contracting Authority in the ToR;
10. examination of bids - in particular inviting the Economic Operators to provide relevant explanations or possibly supplement the contents of a submitted bid, correct errors, examination of an abnormally low price;
11. examination of bids in terms of prerequisites for bid rejection pursuant to Article 89 section 1 of the PPL Act;
12. examination of bids not subject to rejection on the basis of the bid evaluation criteria described in Chapter XVI of the ToR in order to determine which bid will be examined as the most advantageous (awarded the highest score);
13. inviting the Economic Operator whose bid was assessed as the most advantageous (awarded the highest score) to submit current documents confirming the fulfilment of the conditions for participation in the procedure and the absence of grounds for exclusion (Chapter VI, VII to ToR respectively);
14. detailed assessment of the Economic Operator whose bid was evaluated as the most advantageous (with the highest score):
15. in the case of positive verification of submitted documents (demonstrating by the Economic Operator that he meets the conditions for participation in the procedure and is not excluded from the procedure) the Contracting Authority shall select the most advantageous bid,
16. in the case of negative verification of submitted documents (the Economic Operator has not demonstrated that he meets the conditions for participation in the procedure or that there are no grounds for exclusion from the procedure), the Contracting Authority will examine whether he is not subject to exclusion and whether the Economic Operator, who submitted the highest ranking bid among the remaining bids, meets the conditions for participation in the procedure,
17. notifying all Economic Operators (giving factual and legal justification) of
18. selection of the most advantageous bid, stating the name or first and last name, seat or place of residence and address, if they are places of business of the Economic Operator whose bid has been selected, as well as the names or first and last names, seat or place of residence and addresses, if they are places of business of the Economic Operators who submitted bids, as well as the scores awarded to bids in each bid evaluation criterion and the total score,
19. the Economic Operators who were excluded, together with an explanation of the reasons why the evidence presented by the Economic Operator was insufficient,
20. the Economic operators whose bids have been rejected and the reasons for rejection,
21. the annulment of the procedure.
22. if the Economic Operator referred to in item 5 evades the conclusion of the contract or fails to provide the required performance bond, the Contracting Authority shall repeat the actions referred to in items 5 and 6, i.e. shall examine whether he is not excluded and whether the Economic Operator who submitted the highest rated bid among the remaining bids meets the conditions for participation in the procedure;

*Note*

* + - *Failure to submit the required documents or submission of documents containing errors shall be considered by the Contracting Authority as a withdrawal from concluding the contract by the Economic Operator,*
		- *two unjustified failures to appear within the deadline set by the Contracting Authority to conclude the contract shall be deemed a withdrawal from the contract.*

|  |
| --- |
| **Chapter VI.****List of statements or documents confirming fulfilment of the conditions for participation in the procedure and lack of grounds for exclusion** |

1. For the purpose of demonstrating the fulfilment of the conditions for participation in the procedure and proving that there are no grounds for exclusion (as defined in Chapter V of the ToR), an Economic Operator shall be obliged to submit, **together with a bid, a statement valid at the date of submission of bids** confirming that the Economic Operator is not subject to exclusion from the procedure - a template form is attached as **Appendix No 3 to the ToR** and a **statement** confirming the fulfilment of the conditions for participation in the procedure, to the extent indicated by the Contracting Authority - a template form is attached as **Appendix No 4 to the ToR**.
2. **Statement of membership or non-membership in the same capital group** referred to in Article 24 section 1 item 23 of the PPL Act (template form of the statement constitutes **Appendix No 5 to the ToR**). Upon submission of the statement the Economic Operator may present evidence that relations with another Economic Operator do not lead to distortion of competition in the contract award procedure.

***NOTE*** *- the above declaration should be completed and provided to the Contracting Authority within 3 days from the date of publication on the website of the information referred to in Article 86 section 5 of the PPL Act (respectively Chapter XIV item 4 of the ToR).*

1. The statements referred to in section 1 and 2 are submitted in original.

**NOTE** - *letters sent by fax or e-mail are not considered as written form.*

1. Documents referred to in the ToR, other than the statements referred to in section 3, are submitted in the original or a certified copy.

Originals shall be certified as true copies by the Economic Operator or Economic Operators jointly biding for the award of a public contract; the provision applies to the documents which concern each of them.

Originals shall be certified as true copies in writing or in electronic form.

***Note*** - *in the case of multi-page documents, each written page of the document shall be certified as true to the original.*

1. The Contracting Authority, acting on the basis of Article 9 item 3, allows the Economic Operator to submit a bid and statements and documents in the language commonly used in international trade, i.e. in English.
2. If the Economic Operator indicates that the statements or documents referred to in item 2-3 of the ToR are available in electronic form at specific Internet addresses of publicly available and free of charge databases, the Contracting Authority shall download the statements or documents indicated by the Economic Operator from these databases.
3. If the Economic Operator indicates that the statements or documents referred to in items 2-3 of the ToR, are in the possession of the Contracting Authority, in particular the statements or documents held by the Contracting Authority pursuant to Article 97 section 1 of the PPL Act, the Contracting Authority will use the statements or documents it holds to confirm the circumstances referred to in Article 25 section 1 items 1 and 3 of the PPL Act, provided that they are up-to-date.
4. If the Contracting Authority calls on the Economic Operator to submit statements or documents referred to in Chapter VI of the ToR, acting pursuant to Article 26 section 3 and 3a of the PPL Act, the Economic Operator will be obliged to submit statements or documents in the form referred to in Chapter VI section 5 and 6 of the ToR respectively.
5. If it is necessary to ensure proper course of the procurement procedure, the Contracting Authority may, at each stage of the procedure, call upon Economic Operators to submit all or some of their statements or documents confirming that they are not excluded, meet the conditions for participation in the procedure or the selection criteria, and if there are reasonable grounds to believe that the statements or documents submitted previously are no longer valid, to submit current statements or documents.

|  |
| --- |
| **Chapter VII.****Economic Operators jointly applying for Contract Award** |

1. The Economic Operators jointly applying for the award of a public contract shall appoint a proxy to represent them in the public procurement procedure or to represent them in the procedure and conclude the contract award agreement.

**The power of attorney shall be attached to the bid** - all correspondence relating to this procedure shall be conducted with the attorney.

1. Each of the Economic Operators jointly applying for the award of a public contract on their own behalf shall submit a power of attorney:
	1. statements referred to in Chapter VI, sections 1 and 2;

*The documents, if any, shall be certified as true copies of the original by the attorney referred to in item 1 or each Economic Operator applying jointly for the award of the contract shall certify as true copies of the original only those documents which concern that Economic Operator.*

1. A bid submitted by partners in a civil partnership shall be treated as a bid submitted by Economic Operators applying jointly for the award of a public contract.

|  |
| --- |
| **Chapter VIII.****Explanations and modifications to the ToR** |

1. The Economic Operator may request the Contracting Authority to clarify the contents of the ToR.
2. The Contracting Authority shall provide the explanations immediately, but no later than 2 days before the deadline for submission of bids - provided that the request to clarify the contents of the ToR was received by the Contracting Authority no later than by the end of the day on which half of the deadline for submission of bids expires.

Extension of the deadline for submission of bids shall not affect the deadline for submission of the request referred to above.

1. If the request to clarify the contents of the ToR was submitted after the expiry of the deadline referred to in paragraph 2 or concerns the provided explanations, the Contracting Authority may provide explanations or leave the request unprocessed.
2. The content of inquiries (without disclosing the source of the inquiry) together with explanations will be posted on the website of the Contracting Authority and forwarded to the Economic Operators to whom he provided the ToR.
3. In justified cases, the Contracting Authority may amend the contents of the ToR (modification of the ToR) before the deadline for submission of bids. The Contracting Authority shall post the modification on the Contracting Authority's website.
4. In the case of discrepancies between the content of the ToR and the content of answers, the content of the letter containing the subsequent statement of the Contracting Authority shall be binding.

|  |
| --- |
| **Chapter IX.****Subcontractors** |

1. The Contracting Authority shall demand that the Economic Operator indicates the parts of the contract the performance of which it intends to subcontract to subcontractors and that the Economic Operator indicates the Economic Operators' subcontractors.
2. The Contracting Authority does not reserve the right to subcontract execution of part of the contract to subcontractors.
3. Failure to submit a statement on subcontracting shall be deemed by the Contracting Authority as an intention to perform the contract without any subcontractors.
4. Subcontracting the performance of a part of the contract to subcontractors shall not release the Economic Operator from responsibility for proper performance of the contract.

|  |
| --- |
| **Chapter X.****Information on the manner of communication between the Contracting Authority with the Economic Operators and on transmission of statements or documents, as well as on indication of persons authorized to communicate with the Economic Operators** |

1. Correspondence addressed to the Economic Operators shall be sent via e-mail (providing a scan of a signed letter), and in justified cases, in particular, when there is no e-mail of the Economic Operator - to the fax number indicated in the Economic Operator's bid.
2. The Economic Operator shall check the Contracting Authority's website, as information related to this procedure shall be published there.
3. If the Contracting Authority or Economic Operator provides statements, requests, notices and information by fax or using electronic means of communication within the meaning of the Act of 18 July 2002 on Rendering Electronic Services (i.e. Journal of Laws of 2019, item 123, 730), except for the documents referred to in Chapter VI and VII of the ToR, each party, at the request of the other party, shall immediately confirm the fact of receipt - **the Contracting Authority requires, in each case, confirmation of receipt by the Economic Operator**. In the absence of such confirmation by the Economic Operator, despite being summoned by the Contracting Authority, it shall be presumed that the letter sent by the Contracting Authority to the last known e-mail or fax (provided by the Economic Operator) has been delivered in a manner enabling the Economic Operator to become familiar with the letter.
4. Person representing the Contracting Authority entitled to contact the Economic Operators: e-mail: michal.rynkowski@antydoping.pl; Phone +48 22 529 89 12; Fax: +48 22 529 89 12.

|  |
| --- |
| **Chapter XI.****Requirement to provide security** |

A security is not required.

|  |
| --- |
| **Bid validity period** |

1. The Economic Operator is bound by the bid for 30 days. Bid validity shall commence at the end of the bid submission deadline.
2. The Economic Operator may, individually or at the request of the Contracting Authority, extend the bid validity period, however, the Contracting Authority may only once, at least 3 days before the expiry of the bid validity period, ask the Economic Operators to agree to extend this period for a specified period of time, but not longer than 60 days.
3. If an appeal is filed after the expiry of the time limit for submitting bids, the time limit for submitting a bid shall be suspended until the announcement of the decision by the National Appeal Chamber.

|  |
| --- |
| **Chapter XII.****Bid preparation** |

**NOTE**

The Contractor may use forms (templates) prepared by the Contracting Authority, which constitute attachments to the Terms of Reference, or present a bid or documents on their own forms, provided that they must contain all information specified by the Contracting Authority in the prepared templates.

The consequences of submitting a bid not in accordance with the description given in item 7 shall be borne by the Contractor. Improper marking may result in e.g. treating the bid as ordinary correspondence. The above also applies to the packaging of external couriers - in such a case the external packaging should also contain a closed envelope marked as specified in item 7.

1. **The Contractor is obliged to submit before the deadline for bid submission**:
2. Bid prepared and completed according to the template attached as **Attachment. 6 to the Terms of Reference**;
3. statements made in order to confirm that the Contractor is not subject to exclusion from the procedure and that the conditions for participation in the procedure are met to the extent indicated by the Contracting Authority (Chapter VI, VII of the Terms of Reference, respectively);
4. **documents confirming that the object of contract offered by the Contractor meets the requirements of the Contracting Authority, i.e.** the World Anti-Doping Agency reference letter confirming that the supplier's products, i.e. sets of containers for transport of urine and blood samples, meet the requirements;
5. other documents (if the Contractor should submit them), including:
6. power of attorney to undertake obligations on behalf of the Contractor (unless resulting from legal regulations or other documents),
7. power of attorney for the Attorney to represent Contractors jointly applying for the contract award,

**NOTE - the powers of attorney must contain the scope of the power of attorney and must be submitted as an original or a notarized copy** *(the content of the power of attorney must clearly specify the activities for which the Attorney is empowered).*

1. written justification of the nature of the proprietary information (business secrets) contained in the bid;
2. written information provided by the Contractor containing: the name (type) of goods or services, the delivery or provision of which will lead to the tax liability of the Contracting Authority, indicating the value of the goods or services without the amount of tax (pursuant to Article 91 item 3a of the Public Procurement Law - PPL).
3. **The bid must be signed by the Contractor**, i.e. the person(s) representing the Contractor, in accordance with the rules of representation indicated in the relevant register or the person(s) authorized to represent the Contractor.
4. The Contractor may submit only one bid. A bid must be made in writing.
5. The bid must comply with the requirements specified by the Contracting Authority in the Terms of Reference.
6. **The Contracting Authority shall call upon the Contractor whose bid has been assessed as the most advantageous (highest rated) in accordance with the rules specified in Chapter V, item 6 to submit, within a specified deadline not shorter than 5 days, statements or documents valid as of the date of submission confirming that:**
7. The Contractor is not subject to exclusion from the procedure and fulfillment of the conditions for participation in the procedure to the extent indicated by the Contracting Authority, i.e. an excerpt from the relevant register or from the central register and information on business activity, if separate regulations require entry in the register or records in order to prove the absence of grounds for exclusion pursuant to Article 24 par. 5.1 PPL.
8. It is recommended that:
9. any amendments, deletions or changes in the bid text (and in attachments to the bid) are initialed by a person authorized to represent the Contractor or having a power of attorney;
10. each page of the bid (including attachments to the bid) is initialed and numbered incrementally;
11. the bid is submitted in a form which prevents its accidental disassembly (e.g. sheets of the bid should be fastened, bound, or sewn together);
12. in the case of illegible signature, the Contractor provides it with a name stamp or enters the information on who signed it (legible entry of name and surname).

Failure to comply with the above recommendations shall not result in rejection of the bid, but any negative consequences that may result from non-compliance with these requirements shall be borne by the Contractor.

1. The bid must be submitted in a closed package/envelope (with protection to prevent the contents of the bid from being read before the bid opening date). The envelope/packaging must bear the following markings:

|  |  |
| --- | --- |
| ***Contractor:*** ***Full name, exact address,******telephone/fax of the Contractor******(a legible stamp imprint is allowed)*** |  |
|  | ***Polska Agencja Antydopingowa******ul. Łazienkowska 6A,******00-449 Warszawa, Polska*** |
| **BID****Delivery of containers for transporting urine and blood samples**- tender procedure reference number: 3/dost./ 2020**Do not open before the bid opening date, i.e. 12 February 2020, 1.00 p.m.** |

1. **Company secret**
2. information constituting a business secret within the meaning of the regulations on Combating Unfair Competition is not disclosed if the Contractor, not later than the deadline for submission of bids, has stipulated that the information cannot be disclosed and **has demonstrated that the proprietary information constitutes a business secret.** The Contractor may not reserve the information referred to in Article 86 par. 4 PPL;
3. business secret, within the meaning of Article 11(4) of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2003, No. 153, item 1503, as amended), shall be understood as technical, technological, organizational or other information of economic value not disclosed to the public, in respect of which **the entrepreneur has taken the necessary steps to maintain its confidentiality**;
4. documents constituting a business secret should:
5. be placed at the end of the bid and marked "TAJEMNICA PRZEDSIĘBIORSTWA" [=COMPANY SECRET] or
6. constitute a separate part (sewn, fastened, bound) described in paragraph 7 and marked "TAJEMNICA PRZEDSIĘBIORSTWA" [=COMPANY SECRET];
7. the reservation of information which does not constitute a business secret within the meaning of the provisions of the Act on Combating Unfair Competition will result in its declassification and the information will be made public.
8. The public procurement procedure shall be conducted in Polish, **save, however, for the possibility of evaluating bids and statements and documents in the language commonly used in international trade, i.e. in English.**
9. The Contractor shall bear all costs related to the preparation and submission of the bid.
10. **Change/withdrawal of the bid**
11. pursuant to Article 84 section 1 PPL, the Contractor may, before the deadline for submission of bids, change or withdraw the bid;
12. the Contractor shall notify the Contracting Authority in writing of any changes to the bid or of the intention to withdraw the bid. A letter informing about a change or withdrawal of a bid should be submitted (before the deadline for submission of bids), as described in Section 7, additionally marked "ZMIANA OFERTY" [BID CHANGE] or "WYCOFANIE OFERTY” [BID WITHDRAWAL]. **The letter must be accompanied by a document confirming the right of the signatory to represent the Contractor.**

|  |
| --- |
| **Chapter XIII.****Place and deadline for the submission and opening of bids** |

1. **Place of submission of bids:**

 **Polska Agencja Antydopingowa**

**00-449 Warszawa, ul. Łazienkowska 6a**

1. Deadline for submission of bids: **12 February** 2020 by 12:00 pm.
2. The bid opening procedure is open and will take place at the seat of the Contracting Authority as above, on **12 February** 2020 at 1.00 pm.
3. Immediately after the opening of bids, the Contracting Authority will publish on the website information about:
4. the amount that the Contracting Authority intends to spend on financing the contract;
5. names and addresses of the Contractors who submitted their bids on time;
6. price, deadline, guarantee period and payment conditions included in the bids.
7. The Contractor, within 3 days from the date of placing the information referred to in item 4 on the website, shall provide the Contracting Authority with a declaration of belonging or not belonging to the same capital group referred to in Article 24 item 1 point 23 PPL (a specimen declaration is attached as Attachment 5 to the Terms of Reference). Together with the submission of the declaration, the Contractor may present evidence that the links with another Contractor do not lead to distortion of competition in the procurement procedure.

|  |
| --- |
| **Chapter XIV.****Description of the bid price calculation method** |

1. The gross bid price is the final price determining the maximum remuneration for the delivery of the Object of Contract. It should be calculated so as to include all expenses incurred by the Contracting Authority for the Contractor's performance of this contract, including value added tax and possible discounts.
2. The gross bid price should be calculated according to the table included in the Bid Form constituting **Attachment 6 to the Terms of Reference.**
3. All values should be expressed in Polish zloty, British pounds or euro, in figures (to two decimal places according to mathematical rounding rules). The gross bid price must be expressed in figures and in words.

1. The values in euro or British pounds will be converted into PLN at the average exchange rate of the National Bank of Poland as published on the bidding date.
2. If a bid has been submitted, the selection of which would lead to a tax liability of the Contracting Authority in accordance with the provisions on value added tax, the Contracting Authority, in order to assess such a bid, will add value added tax, which would have to be accounted for in accordance with these provisions, to the price presented in the bid. When submitting a bid, the Contractor shall inform the Contracting Authority whether the selection of the bid will lead to a tax liability of the Contracting Authority, indicating the name (type) of goods or services, the delivery or provision of which will lead to its creation, and indicating their value without the amount of tax.
3. Settlements between the Contracting Authority and the Contractor shall be carried out in Polish zloty or Euro.

|  |
| --- |
| **Chapter XV.****Description of the criteria, which the Contracting Authority will follow when selecting the bid, along with the weighting of these criteria and the manner of bid evaluation.** |

1. When selecting the most advantageous bid, the Contracting Authority will be guided by the following criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Name of criterion | Criterion weight(%) | Number of available points |
| 1. | Bid price | 60% | 60 points |
| 2. | Extended guarantee period | 40% | 40 points |

1. Points in the "Price" criterion will be calculated according to the formula:

 *lowest gross price quoted*

*Points awarded = -------------------------------------------------- x 60 (criterion weight)*

 *gross price of the evaluated bid*

1. The points of the criterion "Extended guarantee period" will be awarded on a scale of up to 40 points as follows:
* Contractor offering a guarantee period of 12 months will receive 0 points.
* Contractor offering a guarantee period from 1 to 6 months above the minimum specified in the Terms of Reference will receive 20 points.
* Contractor offering a guarantee period from 7 to 12 months above the minimum specified in the Terms of Reference will receive 40 points.
1. It is assumed that during the evaluation of bids, the value expressed as a percentage will be expressed in points (1% = 1 point).
2. Final evaluation:
3. The Contracting Authority shall round off the results to the second decimal place (if the third figure after the decimal point is equal to or greater than 5 the number of points awarded will be rounded up, and if the third figure after the decimal point is lower than 5 the number of points awarded will be rounded down);
4. the points awarded for each evaluation criterion will be summed up and will constitute the final evaluation for each bid;
5. the bid which is awarded the highest number of points will be considered the most advantageous;
6. if the most advantageous bid cannot be selected due to the fact that two or more bids present the same balance of price and other bid evaluation criteria, the Contracting Authority will choose the bid with the lowest price, and if bids of the same price have been submitted, the Contracting Authority will invite the Contractors who submitted these bids to submit additional bids within the time limit specified by the Contracting Authority;
7. Contractors, when submitting additional bids, cannot bid prices higher than those which they quoted in the initially submitted bids.
8. Only bids which have not been rejected will be evaluated and compared.

|  |
| --- |
| **Chapter XVI.****Information about the formalities to be completed after the selection of the bid for the conclusion of a public procurement contract** |

1. **Prior to the conclusion of the contract:**
2. Contractor whose bid is selected as the most advantageous:
	1. shall be obliged to submit a performance bond,
	2. shall provide the Contracting Authority with information concerning the persons signing the contract and authorized contact persons who should be contacted in matters related to the implementation of the contract,
3. in the case of selection of a bid submitted by Contractors applying jointly for the award of the contract, the Contracting Authority may demand an agreement regulating the cooperation between these Contractors;
4. if the contract is concluded at the seat of the Contracting Authority, the persons signing the contract on the part of the Contractor should have documents confirming their authority to sign the contract.

|  |
| --- |
| **Chapter XVII.****Performance bond** |

The Contractor is not obliged to submit a performance bond.

|  |
| --- |
| **Provisions important for the parties, which will be incorporated into the concluded public procurement contract** |

Significant provisions of the contract are included in Attachment 2 to the Terms of Reference.

|  |
| --- |
| **Chapter XVIII.****Provisions concerning the disclosure of the protocol of the contract award procedure** |

1. The protocol with the attachments is public; the attachments to the protocol are made available after the selection of the most advantageous bid or invalidation of the procedure. Bids are made available from the moment of their opening.
2. The contents of the protocol and attachments will be disclosed according to the following rules:
3. disclosure - after filing an application (in writing or by fax or electronic means) - information about the required scope and form of disclosure of documents should be provided;
4. the Contracting Authority shall determine the scope of information that may be disclosed, taking into account the reservation on business secrecy made in the bid;
5. the Contracting Authority shall set the deadline for making the documents available, taking into account the activities referred to in item 2.
6. The Regulation of the Minister of Development of 26 July 2016 on the Protocol to the Public Procurement Procedure (Journal of Laws, item 1128) shall apply to the disclosure of the protocol or appendices.

|  |
| --- |
| **Chapter XIX.****Additional information** |

The Contracting Authority does not plan to:

* 1. organize an electronic auction;
	2. conclude a framework contract;
	3. grant advance payments towards the performance of the contract;
	4. award contracts referred to in Article 67 section 1 item 7 PPL;
	5. reimburse the costs of participation in the procedure, subject to Article 93, section 4 PPL.

|  |
| --- |
| **Chapter XX.****Note about legal remedies available to the Contractor in the course of the contract award procedure** |

1. The remedies specified in Section VI PPL are vested in Contractors, as well as in another entity, if it has or had an interest in obtaining the contract and it has suffered or may suffer damage as a result of violation by the Contracting Authority of the PPL provisions.
2. Legal remedies against the contract notice and the Terms of Reference are also available to organizations entered on the list referred to in Article 154(5) PPL.
3. An appeal may be made only against an action of the Contracting Authority which was made against the contract award procedure or when the Contracting Authority has refrained from performance of any action which the Contracting Authority is obliged to take pursuant to the PPL Act.

1. The appeal shall be valid only in respect of the following actions:
	1. determination of the conditions of participation in the procedure;
	2. exclusion of the appellant from the contract award procedure;
	3. rejection of the appellant’s bid;
	4. description of the object of contract;
	5. selection of the most advantageous bid.
2. The appeal should indicate the act or omission of the Contracting Authority which is alleged to be inconsistent with PPL provisions, contain a concise statement of charges, specify the request and indicate the factual and legal circumstances justifying the appeal.
3. The appeal is filed with the President of the National Appeal Chamber in writing in paper form or in electronic form, with a handwritten signature or a qualified electronic signature, as appropriate.
4. The appellant shall send a copy of the appeal to the Contracting Authority before the expiry of the deadline for filing the appeal, in such a way that the Contracting Authority may become acquainted with its contents before the expiry of that deadline.
5. Deadlines:
	1. the appeal is filed within 5 days from the date of sending the information about the Contracting Authority's action constituting the basis for its filing - if the information was sent in the manner specified in Article 180 section 5 PPL, second sentence, or within 10 days - if it was sent in another manner;
	2. appeals against the content of the contract notice and the provisions of the Terms of Reference are lodged within 5 days of the publication of the notice in the Public Procurement Bulletin or the publication of the Terms of Reference on the website;
	3. the appeal against actions other than those referred to in items 1 and 2 shall be filed within 5 days from the date on which the information about the circumstances constituting the basis for its filing was obtained or could have been obtained with due diligence observed.
6. If the Contracting Authority has not sent the Contractor a notice of selection of the most advantageous bid, the appeal shall be filed no later than within the deadline:
	1. 15 days from the date on which the contract award notice is published in the Public Procurement Bulletin;
	2. within 1 month from the date of conclusion of the contract if the Contracting Authority has not published a contract award notice in the Public Procurement Bulletin.
7. The provisions of the Act of 17 November 1964 Code of Civil Proceedings on Arbitration Court shall apply accordingly to appeal procedure unless the PPL Act provides otherwise.
8. The parties and participants of the appeal procedure have the right to lodge a complaint against the decision of the National Appeal Chamber with the court of justice.
9. The complaint is lodged with the regional court of justice competent for the Contracting Authority's registered office through the President of the National Appeal Chamber within 7 days of the date of delivery of the decision, and at the same time a copy of the decision is sent to the opponent of the complaint.
10. There shall be no cassation appeal against the judgment of the court or the decision terminating the procedure in the case. This provision shall not apply to the President of the Public Procurement Office.

|  |
| --- |
| **Chapter XXI.****Attachments to the Terms of Reference** |

ATTACHMENT 1. Detailed description of the object of contract

ATTACHMENT 2: Important provisions of the contract

ATTACHMENT 3: Statement on the absence of grounds for exclusion from procedure (template)

ATTACHMENT 4: Statement on the fulfillment of the conditions for participation in the procedure (template)

ATTACHMENT 5: Declaration of membership of a group (template)

ATTACHMENT 6: Bid form (template)

**Attachment 1 to the Terms of Reference**

**DETAILED DESCRIPTION OF the Object of Contract**

The minimum guarantee period for the containers offered in the bid must be at least 12 month from the date of production.

Containers for transporting urine samples must meet the following criteria:

* + - capacity, at least 60 ml,
		- cleanliness,
		- high resistance to mechanical damage,
		- resistance to temperature changes,
		- easy to use,
		- have a sealing system that is tamper evident,
		- containers must bear a unique code number,
		- containers must consist of a set of two bottles marked 'A' and 'B' respectively,
		- containers must be accompanied by a urine-sampling vessel allowing a certain volume of urine to be transferred into bottles,
		- a partial sample collection kit must be attached to the containers.

Each set of urine sample transport containers should be accompanied by appropriate accessories for urine sampling at least such as:

* + - a collective transport container.

Containers for transporting blood samples shall meet the following criteria:

* + - capacity, at least 4 ml,
		- cleanliness,
		- high resistance to mechanical damage,
		- resistance to temperature changes,
		- easy to use,
		- have a sealing system that is temper evident,
		- containers must bear a unique code number,
		- the containers must consist of a set of two vessels marked 'A' and 'B' respectively, alternatively a single set for transporting samples taken under the athletes biological passport scheme,
		- containers must be accompanied by a blood collection kit.

Each set of blood sample containers shall be accompanied by appropriate accessories for blood sampling at least such as

* + - vacuum collection needles,
		- vacuum containers of at least 3 ml capacity.

Detailed specification of the object and scope of contract:

Scope of the contract: 3900 sets of urine sample transport containers consisting of two containers marked with letters "A" and "B" respectively and appropriate accessories for the collection of urine samples.

Scope of the contract: 735 sets of blood sample transport containers, including 200 single whole blood sample transport sets (anticoagulant containers) under the Biological Passport Program and 535 serum transport sets consisting of two containers marked with the letters 'A' and 'B' respectively and appropriate blood sampling accessories.

The Contracting Authority has the right not to order the estimated contract quantities. The scope of the contract may be performed in 50% of the total value of the contract. Purchase of the remaining quantity of container sets shall depend on the needs of the Contracting Authority (the right of option). The Contractor shall not be entitled to any claims if containers for the full value of the contract have not been ordered.

**I declare that I have read and unconditionally accept the Detailed Description of the Object of Contract. The Object of Contract will be performed according to the above description and in the manner specified by it.**

**Containers used for blood transports must meet the standards specified in the WADA Guidelines for Blood Sample Collection, which can be found on the website** [**www.wada-ama.org**](http://www.wada-ama.org)**.**

**Attachment. 2 to the Terms of Reference**

**SIGNIFICANT CONTRACT CLAUSES**

Following an open bid procedure conducted pursuant to the Act of 29 January 2004 Public Procurement Law (i.e. Journal of Laws of 2018, item 1986) - hereinafter referred to as the "PPL Act", the following contract has been concluded on \_\_\_\_\_\_\_\_\_\_\_\_ 2020 in Warsaw by and between:

Polska Agencja Antydopingowa [Polish Anti-Doping Agency], with its registered office in 00-449 Warszawa, ul. Łazienkowska 6a, NIP: 526-21-65-905

represented by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as "the Contracting Authority",

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ul. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, REGON \_\_\_\_\_\_\_\_\_\_\_\_\_\_, NIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

represented by:

……………………..

hereinafter referred to as the "Contractor",

together hereinafter referred to as the “Parties”.

**CONTRACT for the delivery of containers for the transport of urine and blood samples and accessories for the collection of urine and blood samples**

**Reference number: 3/dost./2019**

**§1. Contract Structure**

The Contractor shall perform the Contract on the terms and conditions laid down in the Contract, the integral part of which are the abovementioned attachments:

Attachment 1: Bid form (Attachment 1 to the Contract)

 Attachment 2: Detailed description of the object of contract (SOPZ)

Attachment 3: Acceptance Protocol template

**§2. Object of Contract**

1. The Contract stipulates terms and conditions of **the delivery of containers used for transport of urine and blood samples and accessories used for taking urine and blood samples** (hereinafter referred to also as “Object of Contact”). A detailed description of the Object of the Contract is included in Attachment 2 to the Contract - Detailed description of the Object of Contract (SOPZ), which is an integral part of the Contract.
2. The manner of performance of the Contract must be consistent with Attachment 2 to the Contract - Detailed Description of the Object of Contract (SOPZ), which is an integral part of the Contract.
3. The Contracting Authority has the right not to order the complete estimated contract quantities. The scope of the contract may be performed in 50% of the total value of the contract. Purchase of the remaining quantity of container sets shall depend on the needs of the Contracting Authority (the right of option). The Contractor shall not be entitled to any claims if containers for the full value of the contract have not been ordered.

**§3. Contract Value**

1. The Contractor shall be entitled to remuneration for the performance of this Contract up to a total amount not exceeding \_\_\_\_\_\_\_\_\_\_\_ PLN/EURO/GBP gross/net[[1]](#footnote-1) (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ).
2. Net unit prices given in the bid are fixed, are not subject to indexation and will be valid for all settlements throughout the term of the Contract.
3. The Contracting Authority shall pay to the Contractor who is subject to VAT according to the applicable law in this respect, the amount of VAT./The Contracting Authority shall pay to the Contractor the remuneration, excluding VAT. VAT on the remuneration shall be paid by the Contracting Authority[[2]](#footnote-2).
4. The Contractor's remuneration shall be calculated on the basis of the actual quantity of the Object of Contract and on the basis of gross unit prices quoted by the Contractor in the bid. The remuneration may not exceed the amount specified in item 1. Payment shall be made in the manner specified in §6 before the acceptance of the Object of Contract ("in advance").
5. In the case of concluding a contract in EUR, the payment shall be subject to the conversion rate according to the average exchange rate of the National Bank of Poland as of the date of issue of the invoice/transfer date.

**§4. Contract Performance Deadline**

1. The contract will be executed in the following two tranches:
2. first tranche - delivery by ………………… 2020 - 600 sets containing containers for transporting urine samples and accessories for taking urine samples and 150 sets containing containers for transporting blood samples and accessories for taking blood samples.
3. second tranche - delivery by ………………… 2020 - 3300 kits containing containers for transporting urine samples and accessories for taking urine samples and 585 kits containing containers for transporting blood samples and accessories for taking blood samples.
4. The Contract shall be deemed to have been performed when the Contracting Authority has signed the Acceptance Protocol (Attachment 3) without reservations.

**§5. Acceptance of the Object of Contract**

1. The Object of Contract shall be subject to acceptance, which shall be made by the Contracting Authority on the basis of the Acceptance Protocol (Attachment 3).
2. The Contractor prepares the Acceptance Protocol according to the template attached to the Contract (Attachment 3) and delivers it to the Contracting Authority in 4 (four) identical copies together with the Object of Contract.
3. The signature of the Acceptance Protocol shall take place within 5 days from the date of performance of the activities referred to in §4(1) of the Contract. The Contracting Authority shall sign the Acceptance Protocol for the Object of Contract:
	1. without reservations, or
	2. with comments and reservations.
4. If the Contracting Authority signs an Acceptance Protocol with comments and reservations (§5 item 3 letter b of the Contract), the Contracting Authority may, within 5 (five) days from the date of receipt of the Acceptance Protocol, request the Contractor to submit written explanations or take into account the reservations raised. The Contractor shall, within 5 (five) days from the date of receipt of the request to provide written explanations or take into account the reservations raised, provide appropriate explanations or take into account the reservations raised.
5. The performance of the service is subject to review by the Contracting Authority following any relevant changes, clarifications and additions.

**§6. Payment**

1. Payment for the containers referred to in §2(1) shall be made before acceptance to the Contractor's bank account specified in §6(1) by bank transfer.
2. Payment shall be made by bank transfer to the Contractor's bank account indicated below, and on the basis of a pro forma invoice issued:
3. Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Account number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. The date of payment shall be the date on which the funds are credited to the Contractor's bank account specified in item 1.
6. The Contractor shall issue invoices immediately, but not later than within 7 days after the Contracting Authority has received the Object of Contract for a given tranche, on the basis of a pro forma invoice.
7. The Parties to the Contract declare that they are VAT payers.

1. The Contracting Authority authorizes the Contractor to issue a VAT invoice without the recipient's signature.

**§7. Contract Performance**

1. The Contractor undertakes to perform the Contract with the utmost care, which will be assessed taking into account the professional nature of the activities performed, in accordance with the applicable laws, and in particular the Contractor is responsible for the quality and timely performance of the Contract.
2. The Contractor shall be liable for the actions and omissions of subcontractors and persons by means of whom the Contractor performs the Contract, as for its own actions and omissions.
3. All materials provided to the Contractor by the Contracting Authority in connection with the performance of the Contract, as well as those resulting from its performance - written, graphic, in an electronic or in any other form - are confidential and may not be made available to any third party or disclosed in any other way without the prior written consent of the Contracting Authority.
4. The Contractor shall be responsible for maintaining the confidentiality referred to in §7(3) by all persons and entities which it uses in the performance of the Contract.
5. The Contractor undertakes to return to the Contracting Authority, at the written request of the Contracting Authority, immediately after receiving such a request, all materials received from the Contracting Authority in connection with the performance of the Contract.
6. The Contractor shall be exempt from the obligation of secrecy and confidentiality if the information for which such an obligation existed:
	1. on the date of its disclosure it was generally known without the Contractor's culpable contribution to its disclosure;
	2. it must be disclosed in accordance with the provisions of law or the provisions of courts or authorized state bodies;
	3. it must be disclosed in order to perform the Contract, and the Contractor has obtained a written consent of the Contracting Authority to disclose it.
7. The transfer by the Contractor of any rights related to the performance of the Contract without the prior written consent of the Contracting Authority to a third party shall be null and void.
8. The Contractor shall be obliged to inform the Contracting Authority immediately about all events that have or may have an impact on the performance of the Contract, including the initiation of enforcement, reorganization, liquidation procedure or other important events, in particular about the submission of a motion on the declaration of the Contractor's bankruptcy or on the day following the declaration of its bankruptcy.
9. The Contractor shall deliver the Object of Contract at the Contracting Authority's expense directly to the Contracting Authority's registered office at ul. Łazienkowska 6a in Warsaw.
10. The Contractor shall inform the Contracting Authority about the date of delivery of the Object of Contract not later than 24 hours before the planned delivery and shall deliver the Object of Contract during the Contracting Authority’s working hours (i.e. between 8.15 am and 4.15 pm), unless the Contracting Authority agrees in writing to have the Object of Contract delivered at another date.

**§8. Contractual penalties**

1. The Contracting Authority shall be entitled to charge the following contractual penalties:
2. For exceeding the deadlines specified in §4(1) of the Contract, for reasons attributable to the Contractor, for each day of delay in the amount of 0.4% of the gross value of the Contract;
3. for withdrawal by the Contractor from the Contract - in the amount of 30% of the gross value of the Contract;
4. for withdrawal by the Contracting Authority from the Contractor due to the Contractor's fault - in the amount of 30% of the gross value of the Contract.
5. Claims due to contractual penalties shall be covered first of all from the Contractor's remuneration.
6. The Contracting Authority shall pay statutory interest at the Contractor's request for late payment of the remuneration due to the Contractor.
7. The parties reserve the right to claim damages on general terms.
8. The Parties' liability for improper performance or non-performance of the Contract shall only exclude force majeure events which could not have been foreseen and which could not have been prevented even with the utmost care.
9. Force majeure shall mean an extraordinary external event which cannot be prevented and which is beyond the ordinary control of the Parties, being an event rendering the Parties unable to perform their obligations under the Contract or making them economically unenforceable, in particular: acts of terrorism, wars whether declared or not, blockades, uprisings, riots, epidemics, landslides, earthquakes, floods, explosions and other similar unforeseeable events.

**§9. Information provided by the Contracting Authority concerning the proper performance of the Object of Contract**

The Contracting Authority undertakes to provide the Contractor with all the information available to the Contracting Authority or necessary for the proper performance of the Object of Contract.

**§10. Amendments to the Contract**

1. Any amendments to this Contract must be made in writing under pain of nullity. Any amendment proposal must be submitted no later than 7 days prior to its planned implementation.
2. A change in the composition of Contractors who jointly applied for and were awarded the contract is inadmissible and shall be deemed a gross violation of the terms and conditions of the Contract entitling the Contracting Authority to withdraw from the Contract due to the fault of the Contractor.

**§11. Withdrawal from the Contract**

1. In the event of a material change in the circumstances causing the performance of the Contract not to be in the public interest, which could not have been foreseen at the time of Contract conclusion, the Contracting Authority may withdraw from the Contract within 30 days of becoming aware of the occurrence of such circumstances. In such a case, the Contractor may demand only remuneration due for the performance of a part of the Contract until the moment of receiving a notice of withdrawal from the Contract from the Contracting Authority for the above mentioned reason.
2. The Contracting Authority may withdraw from the Contract in the cases specified in the applicable regulations.
3. The Contracting Authority may withdraw from the Contract with immediate effect, in particular if:
4. The Contractor has not commenced performance of the Contract within 30 days from the date of its signing;
5. The Contractor, despite a written request from the Contracting Authority, specifying the deadline for removing the infringements found, does not perform the Contract in accordance with the contractual terms or grossly neglects or breaches the contractual obligations;
6. As a result of initiated enforcement procedure, the Contractor's assets or a significant part thereof have been seized or a motion for declaring the Contractor bankruptcy has been filed. The Contractor undertakes to notify the Contracting Authority about filing a petition for bankruptcy of the Contractor on the day following the filing of the petition for bankruptcy of the Contractor, and in a situation where the petition was filed by an entity other than the Contractor, immediately after becoming aware of the petition filed by another entity;
7. The Contractor has commenced liquidation, with the exception of liquidation carried out for the purpose of transformation or restructuring;
8. The Contractor has entrusted the performance of the Contract or its part to any third party without the Contracting Authority's written consent;
9. There has been an unacceptable change in the composition of Contractors who jointly applied for and were awarded the contract;
10. The Contractor did not perform the Object of Contract by the date specified in §4(1), i.e. by the end of the contract performance period.
11. The Contractor may withdraw from the Contract in the following cases:
12. The Contracting Authority delays the payment of the Contractor's remuneration, despite the Contractor's fulfillment of all obligations obliging the Contracting Authority to pay it, for more than 60 days from the due date;
13. The Contracting Authority has notified the Contractor in writing that he will not be able to cover the financial obligations arising from the Contract.
14. Withdrawal from the Contract may take place only in writing with a detailed justification provided to the other Party.
15. If the Contractor withdraws from the Contract in accordance with §14(4), the Parties to the Contract shall draw up, within 7 days from the date of withdrawal, an inventory report of the works or tasks performed and not financially regulated. In this case, the inventory report shall constitute the basis for the final settlement of the Contract.
16. Any compensation on general terms related to the performance of the Contract shall be regulated in accordance with the provisions of the Civil Code.

**§12. Settlement of disputes**

1. The competent court for disputes arising from the performance of this Contract shall be the common court competent for the seat of the Contracting Authority.
2. Court proceedings aimed at dispute resolution shall be held in Polish.

**§13. Person responsible for the performance of the contract in question**

1. The person responsible for the performance of the Contract in question on the part of the Contracting Authority is Mr. Michał Rynkowski.
2. The person responsible for the performance of the Contract by the Contractor is Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§14. Communication between the Parties**

1. Any notice, inquiry or information relating to or arising out of the performance of the Contract shall be in writing.
2. Letters of the Parties shall contain the Contract title and its reference number and shall be sent by post, courier or shall be hand-delivered.
3. Exceptionally, in urgent cases, the Parties may communicate by e-mail or fax. The Parties shall regard as the date of receipt of the correspondence the date of its delivery by electronic means or by fax, provided that its contents are confirmed in writing in the manner specified in paragraph 2 by the sending Party without delay after transmission by electronic means or fax.
4. Correspondence shall be sent to the following addresses:

To the Contracting Authority:

Address: Polish Anti-Doping Agency, 00-449 Warszawa, ul. Łazienkowska 6a.

Phone: + 48 22 529 89 12

Fax: +48 22 529 89 12

e-mail: michal.rynkowski@antydoping.pl

To the Contractor:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail: ­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§15. Contract law**

In matters not regulated by this contract, the relevant provisions of Polish law shall apply, in particular the PPL Act and the Civil Code.

**§16. Final provisions**

1. The Contract shall enter into force on the date of its signature by the Parties.
2. The Contract has been drawn up in the Polish and English languages in 4 (four) identical copies: 2 copies for each of the Parties.
3. The language of the Contract and all correspondence between the Parties shall be Polish or English.
4. The binding version of the Contract shall be the Polish version.

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Contracting Authority** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Contractor** |

**Attachment 3 to the Contract**

**ACCEPTANCE REPORT**

Service \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

drawn up on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **in the seat of the Polish Anti-Doping Agency, Warsaw**

in accordance with Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I. THE COMMISSION**

* 1. Representatives of the Contracting Authority - **Polish Anti-Doping Agency** as the Accepting Party:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. ­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Representatives of the Contractor -

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. ­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**II. RESULTS OF WORK**

1. The following documents and other materials constituting the result of the work were submitted by the Contractor to the Commission:
2. Having examined the results of the work, the contract and the performance of the contract - the Commission states that the work has been carried out in accordance with the terms of the contract
3. The Commission notes that there are deviations from the contract, the detailed list of which is as follows:
4. The work will be used as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**III. ASSETS REMAINING AFTER COMPLETION OF WORK**

1. A list of assets remaining after completion of the work and the Commission's findings concerning the manner of their management:

**IV. OTHER COMMENTS, CONCLUSIONS AND RESERVATIONS OF COMMISSION MEMBERS**

**MADE BY THE CONTRACTOR:**

**MADE BY THE CONTRACTING AUTHORITY:**

**V. ATTACHMENTS**

The following attachments have been attached to the acceptance protocol:

The Acceptance Protocol has been acknowledged and signed:

|  |  |
| --- | --- |
| **REPRESENTATIVES OF THE CONTRACTING AUTHORITY** | **REPRESENTATIVES OF THE CONTRACTOR** |
|  |  |
| **1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |
| **2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |
| **3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |

**Attachment 3 to the Terms of Reference**

**(TEMPLATE)**

**NOTE** - the document in question requires signatures under each declaration

**Polish Anti-Doping Agency**

**ul. Łazienkowska 6a**

**00-449 Warszawa**

Contractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

represented by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name, surname, position/basis for representation)

**CONTRACTOR'S STATEMENTS**

submitted pursuant to Article 25a(1) of the Act of 29 January 2004. Public Procurement Law (hereinafter referred to as the PPL Act)

**CONCERNING THE GROUNDS FOR EXCLUSION FROM THE PROCEDURE**

For the purposes of the public procurement procedure entitled "Delivery of containers used for transport of urine and blood samples (reference number: 3/dost./2020), conducted by the Polish Anti-Doping Agency, I declare as follows:

|  |
| --- |
| **STATEMENTS CONCERNING THE CONTRACTOR**: |

1. I declare that I am not subject to exclusion from the procedure pursuant to Article 24, paragraph 1, points 12-23 PPL.
2. I declare that I am not subject to exclusion from the procedure pursuant to Article 24, paragraph 5, points 1, 2 and 4 PPL.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)

I declare that there are grounds for exclusion from the procedure against me pursuant to Article \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PPL.

(indicate the applicable exclusion basis from among those stipulated in Article 24(1)(13-14), (16-20) or Article 24(5) PPL)

At the same time, I declare that due to the above mentioned circumstance, on the basis of Article 24 par. 8 PPL, I have taken the following corrective measures:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)

|  |
| --- |
| **STATEMENTS CONCERNING THE PROVIDED INFORMATION** : |

I declare that all information provided in the above statements is current and true and has been presented in full knowledge of the consequences of misrepresentation of the Contracting Authority.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)

**Attachment. 4 to the Terms of Reference**

**(TEMPLATE)**

**NOTE** - the document in question requires signatures under each declaration

**Polish Anti-Doping Agency**

**ul. Łazienkowska 6a**

**00-449 Warszawa**

Contractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

represented by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name, surname, position/basis for representation)

**CONTRACTOR'S STATEMENTS**

submitted pursuant to Article 25a(1) of the Act of 29 January 2004. Public Procurement Law (hereinafter referred to as the PPL Act)

**CONCERNING THE FULFILLMENT OF THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE**

For the purposes of the public procurement procedure "Delivery of containers for the transport of urine and blood samples, ul. Łazienkowska 6a, 00-429 Warsaw, (reference number: 3/dost./2020), conducted by the Polish Anti-Doping Agency, I declare as follows:

|  |
| --- |
| **STATEMENTS CONCERNING THE CONTRACTOR**: |

I declare that I meet the conditions for participation in the procedure specified by the Contracting Authority in Chapter V, par. 1.1-3 of the Terms of Reference.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)

|  |
| --- |
| **STATEMENTS CONCERNING THE PROVIDED INFORMATION**  |

I declare that all information provided in the above statements is current and true and has been presented in full knowledge of the consequences of misrepresentation of the Contracting Authority.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)

**Attachment. 5 to the Terms of Reference**

**(TEMPLATE)**

**NOTE** - It is necessary to fill in the document and provide it to the Contracting Authority within 3 days from the date of publishing the information referred to in Article 86 section 5 PPL on the website.

**Bidder**

|  |  |
| --- | --- |
| **Contractor** **(full name or first and last name)** |  |
| **Registered office/place of residence and address if it is the Contractor's place of business.** |  |

**STATEMENT**

**ABOUT BELONGING TO THE CAPITAL GROUP**

Re: Public procurement procedure - *Delivery of containers for transporting urine and blood samples* (reference number: 3/dost./2020).

**I declare that:**

|  |  |
| --- | --- |
| **🞎** | I do not belong to a capital group within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection (i.e. Journal of Laws of 2015, item 184, as amended)\*. |
|  |  |
| **🞎** | I am a member of a capital group within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection (i.e. Journal of Laws of 2015, item 184, as amended), which includes the following entities\*: |

* 1. entity name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	2. entity name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(in the case of group membership, list all entities belonging to the same group).*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (place), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature of person(s) authorized*

*to represent the Contractor (stamps)*

\* Mark accordingly with **X**

In the case of Contractors applying jointly for the award of the contract, the information / list of entities belonging to the same capital group shall be submitted separately by each of the Contractors.

**Attachment 6 to the Terms of Reference**

**(TEMPLATE)**

**Bid form**

To:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(name and address of the Contracting Authority)*

**Referring to the notice of an open public procedure** for the procurement of containers for the transport of urine and blood samples

reference number: 1/dost./2020

we, the undersigned:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

acting in the name and on behalf of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(name (company), exact address of the Contractor(s)); in the case of submission of a bid by entities acting jointly, state the names (companies) and exact addresses of all entities submitting a joint bid)*

1. **WE DECLARE** that our proxy for the purposes of this contract is:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(To be completed only by entrepreneurs submitting a joint bid)*

2. **WE SUBMIT** a bid for the execution of the Object of Contract in accordance with the Terms of Reference.

3. **WE DECLARE** **that we have read and unconditionally accept the Detailed Description of the Object of Contract. The contract will be performed according to the description and in the manner specified in the Terms of Reference.**

4. **WE DECLARE** that we have read the Terms of Reference and consider ourselves bound by their provisions and rules of conduct.

5. **WE DECLARE** that we are/are not a VAT payer with VAT number \_\_\_\_\_\_\_\_\_\_ registered in \_\_\_\_\_\_\_\_\_\_\_ (specify the country) and will use the above number throughout the duration of the contract. The entity entitled to issue invoices for the entire duration of the contract is \_\_\_\_\_\_\_\_\_\_\_ (*in the case of joint bidders*).

6. **WE OFFER** the execution of the Object of Contract for the **net price:**

**PLN** \_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), increased **by VAT in the amount of** \_\_\_\_\_\_\_\_ PLN (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), which results in a gross price of PLN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

**The bid price was calculated in accordance with the following calculation:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| No | Service | Net unit price (ex VAT) in PLN | Quantity | Net amount (ex VAT) in PLN | VAT rate%exempted / not applicable | VAT in PLN5 x 6 | Gross price (with VAT) in PLN5 + 7 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | Delivery of urine sample transport containers - 3900 sets of urine sample transport containers and accessories for urine sampling |  |  |  |  |  |  |
| 2 | Delivery of blood sample transport containers – 735 sets containing blood sample transport containers and accessories for blood sampling |  |  |  |  |  |  |
| 3 |  |  |  |  |  | TOTAL |  |

NOTE!

The Contractor is obliged to provide the legal basis for the application of the VAT rate other than the standard rate, or exemption from the above mentioned tax.

7. **WE UNDERTAKE** to perform the contract within the time limit specified by the Contracting Authority in the Terms of Reference.

8. **WE DECLARE** that our guarantee is no worse than that specified by the Contracting Authority in the Terms of Reference.

In addition, we offer an extended guarantee period of \_\_\_\_\_\_\_ months beyond the minimum specified by the Contracting Authority in the Terms of Reference \*.

\* Failure to fill in the indicated value will be treated as offering only the minimum guarantee period required in the Terms of Reference and therefore 0 points will be awarded for the criterion Extended guarantee period.

9. **WE ACCEPT** the payment terms and conditions specified by the Contracting Authority in the Terms of Reference.

9. **WE CONSIDER OURSELVES** bound bythe time specified in the Terms of Reference, i.e. for 30 days from the deadline for submission of bids.

10. **THE CONTRACT** will be performed by us / with the participation of Subcontractors. Subcontractors will be entrusted with the following scope of the contract:

a) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(description of the contract subcontracted to subcontractor)*

b) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(description of the contract subcontracted to subcontractor)*

11. **WE DECLARE** that the present bid is public and does not contain information constituting a business secret within the meaning of the regulations on combating unfair competition, with the exception of information contained on the websites of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

12. **WE DECLARE** that we have read the Significant Contract Clauses as set out in the Terms of Reference and undertake, if our bid is chosen, to enter into a contract consistent with this bid, on the terms and conditions set out in the Terms of Reference, at the place and date set by the Contracting Authority.

13. **ALL CORRESPONDENCE** with respect to this procedure should be addressed to:

Name and surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14. This **BID** is submitted on \_\_\_\_\_\_\_\_\_ pages numbered incrementally, according to the following table of contents:

1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (place), \_\_\_\_\_\_\_\_\_\_\_\_\_ (dd/mm/yyyy)

(Contractor's stamp and signature)

1. Depending on the Contractor's country of origin and the related obligation and the party obliged to pay VAT [↑](#footnote-ref-1)
2. Depending on the Contractor's country of origin and the related obligation and the party obliged to pay VAT [↑](#footnote-ref-2)