

Contracting Authority:
Government Agency for Strategic Reserves
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Procedure Reference Number: BPZP.271.38.2026

TERMS OF REFERENCE

in the public procurement procedure conducted pursuant to the Act of September 11, 2019,
Public Procurement Law

by way of an open tender

entitled

Delivery of medical equipment for air medical evacuation for a total of 6 intensive care units and/or 16 non-intensive care bed unit units in 5 different configurations, including the preparation of certification documentation and obtaining a Supplemental Type Certificate (STC) for the modification of the ERJ190-200 aircraft model', as part of the grant project "Development and maintenance of rescEU transport and logistics capacities in Poland

Warsaw, on 8th May 2026

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SECTION I – GENERAL INFORMATION

Chapter 1 – Identification of the Contracting Authority

Name of the Contracting Authority	Government Agency for Strategic Reserves
Address	2b Stawki St., 00-193 Warsaw
Phone number	48 22 36 09 100
Email address	dw@rars.gov.pl
Website address where changes and clarifications to the ToR and other procurement documents directly related to the procurement procedure will be made available	https://ezamowienia.gov.pl/mp-client/tenders/ocds-148610-b9425ef7-16b6-4e52-ab18-3d2c30e6fbd8

Chapter 2 – Website for the Ongoing Procurement Procedure

The website for the ongoing procurement is available at: <https://ezamowienia.gov.pl/mp-client/tenders/ocds-148610-b9425ef7-16b6-4e52-ab18-3d2c30e6fbd8>

Chapter 3 – Specification of the Procurement Procedure

1. The procurement is conducted pursuant to the provisions of the Act of September 11, 2019, Public Procurement Law (hereinafter: Public Procurement Law), **under an open tender procedure.**
2. The proceedings are conducted under reference number **BPZP.271.38.2026.**
3. The procedure was not preceded by preliminary market consultations conducted pursuant to Article 84 of the Public Procurement Law.
4. In matters not covered by the ToR, the provisions of the Public Procurement Law and the implementing regulations issued under the Public Procurement Law, as well as the provisions of the Civil Code, shall apply, unless the provisions of the Public Procurement Law provide otherwise.

Chapter 3 – Site Visit

The Contracting Authority does not make the submission of a letter of tender contingent upon the Contractor's prior site visit or review of the documents necessary for the performance of the contract available at the Contracting Authority's headquarters.

SECTION II – COMMUNICATION DURING THE PROCEDURE

Chapter 1 – Language of the Proceedings

1. The proceedings shall be conducted in **Polish**.
2. Notwithstanding the provision of paragraph 1 above, the Contracting Authority:
 - a. acting pursuant to Article 20(3) of the Public Procurement Law, permits the **submission of letters of tender in English**,
 - b. acting pursuant to § 5, sentence 2 of the Regulation of the Prime Minister of December 30, 2020, on the method of preparing and transmitting information and technical requirements for electronic documents and means of electronic communication in public procurement proceedings or competitions, allows for the preparation of evidence and other documents or statements **in English**,
 - c. acting pursuant to Article 20(4) of the Public Procurement Law, will **prepare the procurement documents** and submit for publication in the Official Journal of the European Union **the contract notice and, where applicable, other notices** relevant to the proceedings, also in **English**.
3. The authorization to prepare letters of tender, subject-specific evidence and other statements in English, as well as the preparation of procurement documents and notices in the proceedings in English, is justified by the specific nature of the object of the contract, which determines the pool of Contractors, taking into account the choice of English as a language commonly used in international trade, including in the aviation industry.
4. The Contractor shall submit subjective evidence and other documents or statements prepared in a foreign language together with a translation into Polish.

Chapter 2 – Means of Electronic Communication, Technical and Organizational Requirements for the Preparation, Sending, and Receiving of Electronic Correspondence

1. Communication between the Contracting Authority and the Contractors shall take place using electronic means of communication:
 - a. **the Contracting Authority's procurement platform available at: ezamowienia.gov.pl** (hereinafter the "procurement platform"),
 - b. **email (only in the event of a failure of the procurement platform):**
 - the Contracting Authority: dw@rars.gov.pl
 - Contractors: an email message that allows for the identification of the Contractor (the email address must be included, and the Contractor must be identified in the body of the email).

PURCHASING PLATFORM

2. Viewing and downloading the public content of the procurement documents does not require an entity account on the procurement platform or logging in.
3. A Contractor intending to participate in the procurement must have a **"Contractor" entity account** on the procurement platform. Use of the procurement platform is free of charge. Detailed information regarding the creation of entity accounts and the terms and conditions of use of the procurement platform are described in *the e-procurement platform Terms of Service*, available on the website <https://ezamowienia.gov.pl>. Additional information

regarding the use of the procurement platform is available in the “*Help Center*” section of the procurement platform.

[General Communication]

4. Communication in the procurement process, excluding the submission of letters of tender, takes place electronically via the procurement platform, using the communication forms available in the “*Forms*” tab – “*Communication Forms*.” In particular, requests and notifications are sent, questions are asked, and answers are provided via the “*Communication Forms*.” The “*Communication Forms*” also allow you to attach a file to the message you are sending (the “*Add Attachment*” button).

Note! Attached files may be signed – at the Contractor’s discretion – with an external signature or an internal signature. Depending on the type of signature (external/internal), the message includes either pre-signed documents along with a generated signature file (external type) or a document with an embedded signature (internal type).

5. Full access to the “*Communication Forms*” requires having a “*Contractor*” account on the procurement platform and logging in to the procurement platform.
6. To use “*Communication Forms*” for asking questions regarding the content of procurement documents, it is sufficient to have a so-called simplified account on the platform.
7. All messages sent and received by the Contractor during the procurement process are visible after logging in, in the procurement overview under the “*Communication*” tab.
8. The maximum file size for files sent via the “*Communication Forms*” is 150 MB (this limit applies to files sent as attachments to a single form).
9. Requirements necessary for the proper use of the procurement platform:
- a. a PC with Internet access (an Internet connection with a bandwidth of at least 256 kbit/s), with the following minimum specifications:
 - Intel Core2 Duo, 2 GB RAM, HDD,
 - one of the following operating systems installed: MS Windows 7 or newer; OSX/Mac OS 10.10; Ubuntu 14.04,
 - one of the following browsers installed: Chrome 66.0 or newer; Firefox 59.0 or newer; Safari 11.1 or newer; Edge 14.0 or newer,

or

- b. a tablet/phone/other similar device with Internet access (Internet connection with a bandwidth of at least 256 kbit/s) with the following minimum specifications:
 - 4-core processor, 2GB RAM, Android 6.0 Marshmallow, iOS 10.3,
 - Chrome 61 or later installed.

Note! To use the full functionality, you may need to enable SSL secure data transmission, JavaScript, and cookies in your browser.

10. Connection specifications, data transmission format, and encoding and timestamping of received data:
- a. connection specifications – forms are provided via the TLS 1.2 protocol,
 - b. data format and encoding: forms are available in HTML format with UTF-8 encoding,
 - c. data reception timestamps: all operations are based on server time, and data is recorded with second-level precision.

11. In the event of technical issues or outages related to the operation of the purchasing platform, users may contact technical support by phone at (32) 77 88 999 or via email using the form available on the website <https://ezamowienia.gov.pl> under the “Report a Problem” tab.

[Submitting letters of tender]

12. The Contractor signs the tender form with a qualified electronic signature and submits it via the procurement platform in the “Letters of tender/Applications” tab. The recommended signature type is internal. Signing the tender form with an external signature is also possible, provided that the separate signature file created for this form is attached in the “Attachments and other documents submitted in the tender by the Contractor” field.
13. Other documents included in the letter of tender or submitted with the letter of tender may, at the Contractor’s discretion, be signed using an external or internal signature. Depending on the type of signature (external, internal), the previously signed documents, along with the generated signature file (external type) or the document with an embedded signature (internal type), are added to the “Attachments and other documents submitted in the letter of tender by the Contractor” field.
14. When submitting an electronic document in a format that compresses data, affixing a qualified electronic signature to the file containing the compressed documents is equivalent to affixing a qualified electronic signature to all documents contained in that file.
15. The procurement platform system checks whether the submitted files are signed and automatically encrypts them, while simultaneously notifying the Contractor. Confirmation of the time of submission and receipt of the letter of tender is provided in the Electronic Transmission Confirmation (ETC) and the Electronic Receipt Confirmation (ERC). The EPP and EPO are available to logged-in Contractors in the “Letters of tender/Applications” tab. They can be downloaded to the user’s local storage.
16. A tender may only be submitted before the deadline for submission of letters of tender.
17. The contractor may withdraw their tender before the deadline for submitting letters of tender. The contractor withdraws the letter of tender in the “Letters of tender/Applications” tab by clicking the “Withdraw Tender” button. Once confirmed, the letter of tender will be withdrawn, and a document confirming the withdrawal (Electronic Withdrawal Confirmation, EWC) will be available for download.
18. The maximum total size of files constituting the letter of tender or submitted with the letter of tender is 250 MB.

EMAIL:

19. When communicating via email, the following is required:
- a. the Contractor must have an ICT device with Internet access,
 - b. the Contractor must have access to a modern web browser supporting HTML5, CSS3, and JavaScript,
 - c. the Contractor must have an active email account.
20. The date of delivery of correspondence is the date it is received in the Contracting Authority’s mailbox.

21. File size limits: The Contractor may send files with a maximum size of 10 MB.

FORM OF DOCUMENTS SUBMITTED AS PART OF CORRESPONDENCE

22. The tender, the statement referred to in Article 125(1) of the Public Procurement Law, subjective evidence, including the statement under Article 117(4) of the Public Procurement Law, the commitment of the entity providing resources referred to in Article 118(3) of the Public Procurement Law, and the power of attorney shall be drawn up in electronic form, in the data formats specified in the regulations issued pursuant to Article 18 of the Act of February 17, 2005, on the computerization of the activities of public entities, i.e., in the data formats specified in Annex 2 to the Regulation of the Council of Ministers of April 12, 2012, on the national interoperability framework, minimum requirements for public registers and the exchange of information in electronic form, and minimum requirements for IT systems (hereinafter: data formats corresponding to the KRI).
23. The submission of digital copies of substantive evidence, including the statement under Article 117(4) of the Public Procurement Law, the commitment of the entity making the resources available referred to in Article 118(3) of the Public Procurement Law, and powers of attorney, if issued in paper form, subject to the requirement that the digital copy be certified as conforming to the document drawn up in paper form, in accordance with the requirements set forth in the Regulation of the Prime Minister of December 30, 2020, on the method of preparing and transmitting information and technical requirements for electronic documents and means of electronic communication in public procurement proceedings or competitions.
24. Information, statements, or documents other than those specified in paragraphs 23 and 24 above shall be prepared in electronic form in data formats corresponding to KRI or as text entered directly into a message transmitted using electronic means of communication.
25. The sole means of expressing information in correspondence is the use of words, numbers, or other written characters that can be read and reproduced and whose arrangement leaves no doubt as to the content and context of the recorded information.
26. The Contractor shall submit electronic documents in their original form.

Chapter 3 – Persons Authorized to Act on Behalf of the Contracting Authority

The persons authorized to act as contacts on behalf of the Contracting Authority in this proceeding are:

Ms. Krystyna Sikorska – Project Manager, Crisis Management and Civil Protection Office, email: dw@rars.gov.pl ,

Chapter 4 – Exception to the Rule of Communicating Via Electronic Means

The Contracting Authority **does not provide for** any exceptions to communication via electronic means.

Chapter 5 – Clarifications regarding the Content of the ToR

1. The Contractor may request clarification of the content of the ToR from the Contracting Authority using the communication forms available in the *“Forms”* tab – *“Communication Forms.”*
2. The Contracting Authority will provide clarifications regarding the content of the ToR by publishing them on the website of the ongoing procurement procedure (procurement platform), immediately, but no later than **6 days** before the deadline for submitting letters of tender, provided that the request for clarification of the ToR is received by the Contracting Authority no later than **14 days** before the deadline for submitting letters of tender.
3. If the Contracting Authority fails to provide clarifications regarding the content of the ToR within the timeframe referred to in paragraph 2 above, it shall extend the deadline for submitting letters of tender by the time necessary for all interested Contractors to review the clarifications required for the proper preparation and submission of letters of tender.
4. If a request for clarification of the ToR is not received by the deadline referred to in paragraph 2 above, the Contracting Authority is under no obligation to provide clarifications regarding the ToR or to extend the deadline for submitting letters of tender.
5. The extension of the deadline for submitting letters of tender referred to in paragraph 3 above does not affect the deadline for submitting a request for clarification of the ToR.
6. The Contracting Authority does not intend to convene all Contractors for the purpose of clarifying the content of the ToR.

Chapter 6 – Trade Secrets

In order to maintain the confidentiality of information constituting a trade secret within the meaning of the Act of April 16, 1993, on Combating Unfair Competition, the Contractor is required, at the latest upon the provision of such information, to stipulate that it may not be disclosed and to demonstrate that the restricted information constitutes a trade secret, in particular by providing explanations supported by appropriate evidence.

SECTION III – TERMS AND CONDITIONS OF THE CONTRACT

Chapter 1 – Description of the Object of the Contract

1. The object of the contract is **the delivery by the Contractor, together with the transfer of ownership to the Contracting Authority, of medical equipment and additional equipment** (hereinafter collectively referred to as: Medical Equipment), **used to perform air medical evacuation by aircraft of the ERJ190-200 model with serial numbers: 19000415, 19000444, 19000462, and 19000516** (hereinafter collectively: the Aircraft), **along with the preparation of complete certification documentation and the subsequent obtaining of an approved Supplemental Type Certificate (STC) for modifications to the Aircraft resulting from its adaptation for medical evacuation, comprising a total of: 6 intensive care units and 16 non-intensive care units, occurring in a total of 5 different configurations.**
2. A detailed description of the object of the contract, including, in particular:

- a. the scope of the required certification documentation and a description of the individual configurations of intensive care units and/or non-intensive care units used for the performance of air medical evacuation by the aircraft,
- b. a list of medical equipment comprising, respectively, intensive care units and non-intensive care units, along with a specification of the technical and clinical parameters of the medical equipment,

constitutes **Appendix No. 1 to the ToR – “Description of the object of the contract.”**

3. The terms and conditions for the performance of the contract are set forth in **Appendix No. 2 to the ToR – “Draft Contractual Provisions.”**
4. The object of the contract is co-financed by European Union funds allocated to **the Contracting Authority** under the grant project titled **“Development and maintenance of rescEU transport and logistics capacities in Poland,”** project number: 101105145 (hereinafter: Grant Project), implemented under **the European Union Civil Protection Mechanism** (hereinafter: EUCPM).
5. The Contracting Authority declares that, where the description of the object of the contract refers to standards, technical assessments, technical specifications, and/or technical reference systems, the Contracting Authority accepts solutions **equivalent to those described.**
6. Contract subject classification code (CPV):
73421000-9 Development of safety equipment
73431000-2 Testing and evaluation of safety equipment
33192160-1 Stretchers
33190000-8 Miscellaneous medical devices and products
33194110-0 Infusion pumps
33182100-0 Defibrillators
33157400-9 Medical respiratory equipment
33157200-7 Oxygen sets
3157000-5 Gas and respiratory therapy equipment
33192300-5 Medical furniture, except beds and tables

7. The contract has not been divided into lots due to its **indivisibility within the meaning of Article 25(2) of the Public Procurement Law.**

The contracting authority explains that although the object of the contract itself is divisible (see below), the contract as such, for **technical, technological, and organizational** reasons, forms **an indivisible whole.**

Thus, the object of the contract may be divided into tasks covering:

- the provision of services for the preparation of comprehensive certification documentation, followed by the subsequent obtaining of an approved STC and an airworthiness certificate for the aircraft,
 - the delivery of medical equipment, whereby the following may also be distinguished within this task:
 - the delivery of medical equipment specific to intensive care units
- and

- the delivery of medical equipment suitable for non-intensive care units.

It is important to note, however, that each of the tasks described above is closely interrelated, and carrying them out separately would render each task irrelevant to achieving the objective for which the contract covered by this procedure is to be awarded.

The Contracting Authority emphasizes that the direct objective of awarding the contract in question is to enable the Aircraft to achieve the capability to perform MEDEVAC operations, and thereby meeting the Contracting Authority's legitimate need to establish, within the framework of the EU Civil Protection Mechanism, **a full-scale rescEU transport and logistics capability.**

Achieving the Aircraft's readiness to perform MEDEVAC operations depends on the Aircraft being appropriately equipped with medical equipment, consisting of a total of 6 intensive care units and 16 non-intensive care units, available in a total of 5 different configurations. Equipping the aircraft with medical equipment must be preceded by obtaining and subsequent approval of an STC for modifications to the aircraft's structure regarding the installation of specific, uniquely identified multifunctional intensive care stretchers and specific, uniquely identified non-intensive care recumbent units. In particular, it is not possible to modify the aircraft to enable MEDEVAC operations using 6 intensive care units and/or 16 non-intensive care units without first obtaining an STC approved for such a modification and a permit to operate the aircraft. These documents are issued, in turn, on the basis of comprehensive certification documentation containing a detailed description of the aircraft's structural modifications, specifying the specific medical equipment identified by its model (not by type).

The individual components of the object of the contract, i.e., the preparation of comprehensive certification documentation determining the issuance of an approved STC for the modification of the aircraft and an Airworthiness Certificate, as well as the delivery of medical equipment to be installed into the structural framework of the aircraft, whose specific serial numbers are covered by the comprehensive certification documentation, thus form an integral whole, and their implementation must proceed in a strictly defined sequence. In particular, it is not possible to prepare comprehensive certification documentation serving as the basis for obtaining an approved STC without the Contractor first having the serial numbers of the individual medical equipment items to be permanently installed within the structure of the medical aircraft. Conversely, the mere delivery of medical equipment does not permit the use of the aircraft for MEDEVAC operations, due to the lack of confirmation by the relevant aviation authorities, in the form of an issued STC, that the modifications made to the aircraft are correct.

Chapter 2 – Order Delivery Date and Location

1. Order fulfillment date:

a. Delivery of medical equipment suitable for intensive care units, including:

- cardiac monitors / defibrillators
- syringe infusion pumps
- transport ventilators

- 5-liter oxygen cylinders
 - oxygen concentrators
 - transport electric suction units
 - passive oxygen therapy dispensers (where applicable)
 - devices for loading and unloading patients on stretchers
- (hereinafter collectively referred to as: Intensive Care Medical Equipment)
- and

- b. delivery of medical equipment appropriate for non-intensive care units within the scope of:
- cardiac monitors / defibrillators
 - cabinets for storing medical devices, including suction units, disposable supplies (syringes, needles, gauze, gloves, and similar items)
 - transport suction units
 - 5-liter oxygen cylinders

(hereinafter collectively referred to as: Medical equipment for non-intensive care units)

within **4 months** from the date of execution of the Contract,

and furthermore:

- c. delivery of medical equipment suitable for:
- intensive care units in the area of multifunctional intensive care stretchers (including a stretcher base with storage space and a removable bridge attached to the stretcher for mounting medical devices)
 - non-intensive care units in the form of multifunctional stretchers (including the base)

and

- d. preparation and submission to the Contracting Authority of complete certification documentation, including an approved STC for aircraft modifications and an aircraft operating certificate, for a total of 5 configurations covering a total of 6 intensive care units and/or 16 non-intensive care units

by April 30, 2027.

2. Setting the deadline for the performance of the contract as a specific date is justified by the need for the Contracting Authority to build rescEU capabilities in the field of transport and logistics within a strictly defined timeframe, as required by the Grant Project.
3. Place of performance:
 - a. the service of preparing comprehensive certification documentation, followed by obtaining an approved STC for modifications to the Aircraft resulting from its adaptation for medical evacuation, for a total of: 6 intensive care units and 16 non-intensive care units, occurring in a total of 5 different configurations: **The Contracting Authority does not specify the place of service performance due to the specific nature of the service** (the service may be performed at the Contractor's premises or at another location selected by the Contractor),
 - b. Delivery of medical equipment: The Contracting Authority will specify the exact delivery location for the medical equipment after the public contract is awarded, but no later than 7 days prior to the scheduled delivery of the object of the planned contract, provided that the delivery location is **within the territory of the Republic of Poland** – applicable to all deliveries referred to in paragraph 1(a) – (c) above.

Chapter 3 – Proposed Contractual Provisions

1. The proposed provisions of the public procurement contract set forth in **Appendix No. 2** to the ToR constitute a model contract to be concluded with the Contractor whose tender is selected as the most advantageous.
2. The Contracting Authority provides for the possibility of amending the provisions of the concluded contract in the event that at least one of the circumstances specified in the Draft Contractual Provisions occurs, and under the conditions set forth therein.

Chapter 4 – Employment Requirement

The Contracting Authority does not impose on the Contractor an obligation to employ personnel, including persons assigned to perform the object of the contract regarding the preparation of comprehensive certification documentation (experts), under an employment relationship within the meaning of Article 22 § 1 of the Act of June 26, 1974 – Labor Code due to:

- a. **the type of contract** – in accordance with Article 27(2)(1) of the Public Procurement Law, the contract covered by the proceedings constitutes, by type, a **delivery contract**,
- b. the nature of the work of the personnel assigned to perform the object of the contract, which corresponds to services, i.e., assigned to prepare comprehensive certification documentation, followed by obtaining an approved STC and an airworthiness certificate for the aircraft, in particular, the nature of the experts' work, characterized by **a high degree of autonomy and independence**, which precludes direct supervision by the employer and the performance of work at a strictly defined place and time.

Chapter 5 – Key Contract Tasks. Subcontractors.

1. The Contracting Authority does not require the Contractor to personally perform the key tasks covered by the contract.
2. The Contractor may entrust the performance of part of the contract to subcontractors.
3. Prior to commencing performance of the contract, the Contractor shall provide the names, contact details, and representatives of the subcontractors involved in the provision of services and/or supplies constituting or forming part of the object of the contract, provided that the subcontractors are already known to the Contractor.
4. The Contractor shall notify the Contracting Authority of any changes regarding the information referred to in paragraph 3 above during the performance of the contract, and shall also provide the required information regarding new subcontractors to whom he intends to entrust the performance of services and/or deliveries covered by the object of the contract at a later date.
5. If the change or withdrawal of a subcontractor concerns an entity whose resources the Contractor relied upon, in accordance with the rules set forth in Article 118(1) of the Public Procurement Law, to demonstrate compliance with the conditions for participation in the procurement procedure, the Contractor is required to demonstrate that the proposed

alternative subcontractor or the Contractor itself meets these conditions to a degree no less than the subcontractor whose resources the Contractor relied upon during the procedure.

Chapter 6 – Tender Bond

The Contracting Authority does not require the submission of a letter of tender bond.

Chapter 7 – Supporting Evidence

1. The Contracting Authority requires the following evidence to be submitted with the letter of tender: **catalog cards and/or other documents** confirming that:
 - a. **the multifunctional intensive care stretcher**, including the stretcher base with storage space and a removable bridge attached to the stretcher for securing medical devices, meets the following technical parameters specified by the Contracting Authority in Appendix No. 1 to the ToR – “Description of the object of the contract”:
 - stretchers on a durable, lightweight frame made of aluminum and/or carbon composite and/or titanium alloy, designed for the transport of a single patient under intensive supervision,
 - a stretcher equipped with a mattress featuring an easily washable cover (easy to clean and disinfect, resistant to bodily fluids). The mattress must meet the requirements specified in EASA CS-25 Subpart D (CS 25.853) Part I Appendix F,
 - a backrest with a lifting and locking function within an angle range from the flat position to $60^{\circ} (+/-5^{\circ})$, with at least one intermediate position, during takeoff, flight, and landing,
 - a patient harness system with length adjustment on both sides of the buckles, including at least 1 harness (4- or 5-point) and at least 2 two-point harnesses. The harnesses must have tags with airworthiness data, protected against removal or loss of the information contained therein,
 - a stretcher that can be attached to and detached from the unit ergonomically, without the use of additional tools,
 - an attachable bridge with mounts for at least 1 cardiac monitor/defibrillator, 1 ventilator, and 2 infusion pumps, certified for at least loading, unloading, and continued transport by ground ambulance,
 - mounting for a transport ventilator,
 - mounting for a defibrillator/cardiac monitor,
 - mounting for no fewer than 2 syringe infusion pumps,
 - mounting for an electric suction unit,
 - electrical system with 230 VAC CEE7/7 sockets (or universal sockets compliant with the 7/7 standard or Europlug type), no fewer than 2 sockets; sockets must be labeled with voltage and maximum current ratings and feature an LED indicating power availability,
 - electrical installation with USB Type-C sockets, providing power with a voltage from 5 to 20 volts and a power of no less than 60 watts, no fewer than 2 sockets; sockets must be labeled with the voltage and maximum current,
 - electrical system with small 12 VDC cigarette lighter sockets, no fewer than 3 sockets; sockets must be labeled with voltage and maximum current,

- oxygen system with mounts for 2 cylinders with a water capacity of 5 L and an integrated regulator,
 - no fewer than 2 AGA-type oxygen outlets located near the ventilator mounting; the location of the outlets must not interfere with the mounted ventilator or the oxygen dispenser. The contracting authority permits the omission of AGA outlets provided that the method and placement of oxygen cylinders in the PTU allow the ventilator to be connected directly to the AGA outlet of the cylinder using the supplied oxygen tubing, in a manner that does not hinder medical procedures and does not interfere with other devices installed on the PTU,
 - a passive oxygen therapy dispenser, plugged directly into the AGA outlet, with an oxygen flow rate range of no less than 0 to 15 L/min. The Contracting Authority permits the omission of the dispenser provided that the method and location of the oxygen cylinders allow for the connection of passive oxygen therapy for the patient directly from the cylinder flowmeter in a manner that does not hinder medical procedures and does not interfere with other devices installed on the PTU,
 - mounting for the oxygen concentrator. The Contracting Authority permits the oxygen concentrator to be mounted interchangeably with a 5-liter oxygen cylinder,
 - storage space in the form of drawers and/or shelves secured against items falling out, including at least one heated drawer allowing for the warming and maintenance of infusion fluids at a temperature between 37 and 41 degrees Celsius,
 - a hanger for no fewer than two (2) IV drips,
 - the unit must be capable of being mounted on board an Embraer 190 aircraft in “quick-change” mode,
 - mounts for medical devices, including a defibrillator/ECG monitor, ventilator, infusion pumps, and an electric suction unit. The mounting must comply with EASA Part 21 requirements. Mounts for the ECG monitor/defibrillator, ventilator, and infusion pumps must be capable of being attached to the patient unit and to the attachable stretcher bridge,
 - AGA-DIN and DIN-AGA oxygen system adapters, 1 piece per unit (6 AGA-DIN and 6 DIN-AGA),
 - warranty service authorized by the manufacturer of the multifunctional stretchers,
- b. **multifunctional stretchers** suitable for non-intensive care units meet the following technical parameters specified by the Contracting Authority in Appendix No. 1 to the ToR – “Description of the Subject of the Order”:
- stretchers on a durable, lightweight frame made of aluminum and/or carbon composite and/or titanium alloy, designed for transporting a single patient,
 - stretchers equipped with a mattress featuring an easily washable cover (easy to clean and disinfect, resistant to bodily fluids). The mattress should meet the requirements specified in EASA CS-25 Subpart D (CS 25.853) Part I Appendix F,
 - a backrest with a lifting and locking function within an angle range from flat to $60^{\circ} (+/-5^{\circ})$, with at least one intermediate position,

- a patient restraint system with length adjustment on both sides of the fasteners, including at least 1 harness (4- or 5-point) and at least 2 two-point belts. The belts must have tags with airworthiness data, protected against removal or loss of the information they contain,
- a stretcher that can be attached to and detached from the unit ergonomically, without the use of additional tools,
- a mount for a defibrillator/cardiac monitor,
- a hanger for no fewer than two (2) IV drips,
- a mount for a 5-liter oxygen cylinder,
- the unit must be capable of being mounted on board an Embraer 190 aircraft in “quick-change” mode,
- manufacturer-authorized warranty service.

ATTENTION!

For the avoidance of doubt, the Contracting Authority declares that:

- as a general rule, it does not accept – as evidence – a document listing the technical parameters of the offered delivery item, prepared by the Contractor, regardless of its name (“technical specification,” “catalog sheet,” or other). The document referred to in the preceding sentence shall be treated as **the Contractor’s own statement**. Subject to the second indent below, the Contractor’s own statement shall be classified as admissible evidence only if the Contractor is simultaneously the manufacturer of the offered object of delivery,
 - the submission – as evidence – of a document that merely **repeats the description of the object of the contract** set forth in Appendix No. 1 to the ToR is not permitted, particularly by repeating “range” parameters, given the lack of actual identification of the offered delivery item. The reservation referred to in the preceding sentence applies to both the document prepared by the Contractor and that prepared by the manufacturer of the offered subject of delivery.
2. The Contracting Authority permits the submission or supplementation of the relevant evidence, in accordance with Article 107(2) of the Public Procurement Law.

Chapter 8 – Other Information

1. The Contracting Authority does not permit the submission of partial letters of tender.
2. The Contractor may submit only one letter of tender.
3. The Contracting Authority does not allow for the submission of variant letters of tender.
4. The Contracting Authority does not allow for the submission of a letter of tender in the form of an electronic catalog.
5. The Contracting Authority does not restrict the right to tender on the contract to Contractors that are sheltered workshops, social cooperatives, or other Contractors whose primary purpose, or the primary purpose of their organizationally separate units that would carry out the contract, is the social and professional integration of socially marginalized individuals.
6. The Contracting Authority does not intend to exercise the option right.
7. The Contracting Authority intends **to cancel the procurement procedure** if the public funds that the Contracting Authority intended to allocate to finance the contract (including

the portion pertaining to the grant covering the Contracting Authority's settlement of the Contractor's remuneration with respect to the value-added tax) are not granted and/or transferred to it.

SECTION IV – QUALIFICATION OF CONTRACTORS

Chapter 1 – Grounds for Exclusion

1. The Contracting Authority shall exclude a Contractor from the proceedings in the cases specified in:
 - A. mandatory grounds for exclusion:
 - a. Article 108(1)(1) – (6) of the Public Procurement Law,
 - b. Article 7(1)(1) – (3) of the Act of April 13, 2022, on special measures to counteract support for aggression against Ukraine and to protect national security,
 - c. Article 5k of Council Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine,
 - B. optional grounds for exclusion:
 - d. Article 109(1)(1) – (10) of the Public Procurement Law.
2. The Contractor may be excluded by the Contracting Authority at any stage of the procurement procedure.
3. The Contracting Authority shall not exclude the Contractor from the proceedings under the circumstances specified in Article 108(1)(1), (2), and (5) of the Public Procurement Law or in Article 109(1)(2)-(5) and (7)-(10) of the Public Procurement Law if the Contractor proves to the Contracting Authority that he has cumulatively met the following conditions :
 - a. has remedied or undertaken to remedy the damage caused by a crime, misdemeanor, or its own misconduct, including through monetary compensation,
 - b. has exhaustively explained the facts and circumstances related to the crime, misdemeanor, or its improper conduct, as well as the damages caused thereby, while actively cooperating with the relevant authorities, including law enforcement agencies, or the Contracting Authority,
 - c. has taken specific technical, organizational, and personnel measures appropriate to prevent further crimes, offenses, or misconduct, in particular:
 - severed all ties with persons or entities responsible for the contractor's misconduct,
 - has reorganized its staff,
 - implemented a reporting and control system,
 - established internal audit structures to monitor compliance with laws, internal regulations, or standards,
 - introduced internal regulations regarding liability and compensation for non-compliance with laws, internal regulations, or standards.
4. The Contracting Authority shall assess whether the measures taken by the Contractor referred to in paragraph 3 above are sufficient to demonstrate its reliability, taking into account the gravity and specific circumstances of the Contractor's conduct. If the measures taken by the Contractor referred to in paragraph 3 are not sufficient to demonstrate its reliability, the Contracting Authority shall exclude the Contractor from the proceedings.

5. If the Contractor relies on the capabilities of entities providing resources, the Contracting Authority shall examine whether there are grounds for exclusion against such an entity that have been provided for with respect to the Contractor.
6. In the case of a joint tender by Contractors for the award of the contract, the Contracting Authority shall examine whether there are grounds for exclusion against each of these Contractors.

Chapter 2 – Conditions for Participation in the Procurement

1. Contractors who meet the condition for participation in the procedure regarding
 - a. **authorization to conduct specific business or professional activities**, to the extent required by separate regulations:

The Contracting Authority requires that the Contractor hold **an approval appropriate for organizations designing** products, parts, and accessories or responsible for modifications and repairs of products, parts, and accessories, confirming the Contractor's compliance **with the requirements of Part 21, Subpart J of Annex 1 to Commission Regulation (EU) No. 748/2012 of August 3, 2012, laying down implementing rules for the certification of aircraft and related products, parts, and accessories in terms of airworthiness and environmental protection, and for the certification of design and production organizations** (the Contractor must hold the status of a certified design organization),

- b. **technical or professional competence in terms of knowledge and experience**:

The Contracting Authority requires that the Contractor, during the three-year period preceding the deadline for submission of letters of tender, or during the entire period of operation if shorter, has duly performed at least **one service involving the preparation of comprehensive certification documentation, followed by the subsequent issuance of a Supplemental Type Certificate (STC), issued by the European Aviation Safety Agency (EASA)¹ for the modification of an aircraft intended for medical operations (MEDEVAC) consisting of adapting the aircraft's interior for medical evacuation using at least one intensive care unit (modification of the aircraft interior involving at least the installation of a multi-purpose intensive care stretcher, along with the ability to subsequently remove it and restore the aircraft to its original configuration).**

Chapter 3 – Provision of Resources

1. The Contractor may, in order to confirm compliance with the conditions for participation in the procedure regarding technical or professional capacity in terms of knowledge and experience, rely on the technical or professional capacity of entities providing resources, regardless of the legal nature of the legal relationships binding it to them.
2. A Contractor who relies on the technical or professional capabilities of entities making resources available shall submit, together with the letter of tender, a commitment from the entity making the resources available to place the necessary resources at the Contractor's

¹ Or by obtaining a (Supplementary) Type Certificate issued by another competent and recognized aviation safety oversight authority and subsequently approved by EASA.

disposal for the performance of the contract in question, or other documentary evidence confirming that the Contractor, in performing the contract, will have the necessary resources of those entities at its disposal.

3. The commitment of the resource provider referred to in paragraph 3 above confirms that the relationship between the Contractor and the resource providers guarantees actual access to those resources and specifies, in particular:
 - a. the scope of the resource provider's resources available to the Contractor,
 - b. the manner and duration of making the resources of the entity providing such resources available to the Contractor and their use by the Contractor in the performance of the contract,
 - c. whether and to what extent the entity providing the resources – on whose capabilities the Contractor relies with respect to the conditions for participation in the procedure concerning knowledge and experience – will perform the service to which those capabilities relate (subcontracting).
4. If the technical or professional capabilities do not confirm that the Contractor meets the condition for participation in the procedure, or if there are grounds for exclusion under with respect to that entity, the Contracting Authority shall require the Contractor, within the time limit specified by the Contracting Authority, to replace that entity with another entity or entities, or to demonstrate that the Contractor independently meets the conditions for participation in the procedure.
5. The Contractor may not, after the deadline for submitting letters of tender, rely on the technical or professional capabilities of entities providing resources if, at the tender submission stage, the Contractor did not rely on the capabilities of such entities in the relevant scope.
6. If the Contractor, in demonstrating compliance with the conditions for participation in the procedure specified by the Contracting Authority in Chapter 2 above, relies on the capabilities of other entities, in accordance with the rules set forth above, the provisions of Chapter 4 below regarding the submission of subjective evidence concerning the absence of grounds for exclusion and the fulfillment of the conditions for participation in the procedure, in the part concerning knowledge and experience, shall also apply to the entity making resources available to the Contractor.

Chapter 4 – Subjective Evidence

1. The Contracting Authority shall request the Contractor whose tender has received the highest evaluation to submit, within a specified period of **no less than 10 days** from the date of the request :
 - A. in order to demonstrate **the absence of grounds for exclusion**:
 - a. a European Single Procurement Document (ESPD) and a declaration of non-exclusion pursuant to Article 5k of Regulation (EU) No. 833/2014 of the European Parliament and of the Council (given that the Contracting Authority, under the so-called “reverse procedure,” has exercised the right referred to in Article 139(2) of the Public Procurement Law). The template for the ESPD form and the declaration of non-exclusion pursuant to Article 5k of

Regulation (EU) No 833/2014 of the European Parliament and of the Council constitutes, respectively, **Appendix No. 4** to the ToR and **Appendix No. 4A** to the ToR.

The Contracting Authority hereby informs that the declaration of non-exclusion submitted by the Contractor as part of the ESPD form also includes a declaration of **non-exclusion pursuant to Article 7(1)(1)–(3) of the Act of April 13, 2022, on special measures to counteract support for aggression against Ukraine** (a statement submitted under Part III – Grounds for exclusion, Section D – Other grounds for exclusion that may be provided for in the national legislation of the contracting authority's or contracting entity's Member State),

- b. information from the National Criminal Register, issued no earlier than 6 months prior to its submission, regarding:
- Article 108(1)(1) and (2) of the Public Procurement Law,
 - Article 108(1)(4) of the Public Procurement Law – regarding a ruling prohibiting participation in public procurement as a punitive measure,
 - Article 109(1)(2)(a) of the Public Procurement Law,
 - Article 109(1)(2)(b) of the Public Procurement Law – regarding punishment for a misdemeanor for which a sentence of imprisonment was imposed,
 - Article 109(1)(3) of the Public Procurement Law – regarding a conviction for a crime or punishment for a misdemeanor for which a custodial sentence was imposed,
- c. a statement confirming that the tender participant does not belong to the same capital group within the meaning of the Act of February 16, 2007, on Competition and Consumer Protection, with another Contractor who submitted a separate tender in the proceedings, or a statement regarding membership in the same capital group, together with documents or information confirming the preparation of the letter of tender in the proceedings independently of another Contractor belonging to the same capital group – within the scope of Article 108(1)(5) of the Public Procurement Law. 5 of the Public Procurement Law. A template for the statement regarding membership in a capital group is provided in **Appendix No. 5** to the ToR,
- d. a certificate from the competent head of the Tax Office, issued no earlier than 3 months prior to its submission, confirming that the Contractor is not in arrears with the payment of taxes and fees, within the scope of Article 109(1)(1) 1 of the Public Procurement Law, and in the event of a e of arrears in the payment of taxes or fees, together with the certificate, the Contracting Authority requires the submission of documents confirming that, prior to the deadline for the submission of letters of tender, the Contractor has paid the taxes or fees due, together with interest or fines, or has entered into a binding agreement regarding the repayment of such amounts,
- e. a certificate or other document issued by the relevant local office of the Social Insurance Institution (ZUS), the relevant regional branch, or the relevant local office of the Agricultural Social Insurance Fund (KRUS), issued no earlier than 3 months prior to its submission, stating that the Contractor is not in arrears with the payment of social security and health insurance contributions, pursuant to Article 109(1)(1) of the Public Procurement Law, and in the event of arrears in the payment of social security or health insurance contributions, along with the certificate or other document, the Contracting Authority requires the

submission of documents confirming that, prior to the deadline for submitting letters of tender, the Contractor has paid the due social security or health insurance contributions, including interest or fines, or has entered into a binding agreement regarding the repayment of these amounts,

- f. an extract or information from the National Court Register or the Central Register and Information on Economic Activity, within the scope of Article 109(1)(4) of the Public Procurement Law, issued no earlier than 3 months prior to their submission, provided that separate regulations require entry into the register or record,
- g. a statement confirming the accuracy of the information contained in the ESPD and a statement confirming that the tender participant is not subject to exclusion under Article 5k of Regulation (EU) No. 833/2014 of the European Parliament and of the Council, regarding the grounds for exclusion from the procedure referred to in:
- Article 108(1)(3) and (1)(6) of the Public Procurement Law,
 - Article 108(1)(4) of the Public Procurement Law – regarding a ruling prohibiting participation in a public procurement procedure as a preventive measure,
 - Article 108(1)(5) of the Public Procurement Law – regarding the conclusion of an agreement with other Contractors aimed at distorting competition,
 - Article 109(1)(1) of the Public Procurement Law – regarding a breach of obligations concerning the payment of taxes and local fees referred to in the Act of January 12, 1991, on Local Taxes and Fees,
 - Article 109(1)(2)(b) of the Public Procurement Law – concerning punishment for an offense for which a sentence of restriction of liberty or a fine was imposed,
 - Article 109(1)(2)(c) of the Public Procurement Law and Article 109(1)(5) through (10) of the Public Procurement Law,
 - Article 109(1)(3) of the Public Procurement Law – regarding punishment for an offense for which a sentence of restriction of liberty or a fine was imposed,
 - Article 5k of Regulation (EU) No 833/2014 of the European Parliament and of the Council.
- A template for the declaration of the validity of information is provided in **Appendix No. 6** to the ToR,

B. for the purpose of demonstrating **compliance with the conditions for participation in the proceedings:**

a. regarding **authorization to conduct specific business or professional activities:**

- **EASA Part 21J DOA (Design Organisation Approval) certificate**

or

- another recognized document, issued and/or approved by the competent aviation safety oversight authority (and/or a Member State in accordance with the relevant requirements and procedures of the Joint Aviation Authorities), confirming the Contractor's compliance with the requirements of Part 21 Subpart J of Annex 1 to Commission Regulation (EU) No. 748/2012 of August 3, 2012, laying down implementing rules for the certification of aircraft and related products, parts, and accessories in terms of airworthiness and environmental protection, and for the certification of design and production organizations (hereinafter:

Commission Regulation (EU) No. 748/2012), i.e., a document confirming the Contractor's ability to conduct design activities in the aviation industry

or

- another document issued by a third country, provided that the system of that country includes the same independent level of compliance verification as provided for in Commission Regulation (EU) No 748/2012 or through an equivalent system of organization approval or through the direct involvement of the competent authority of that country,
 - b. regarding **technical or professional capacity in terms of knowledge and experience:**
 - information on the service referred to in Chapter 2 – “Conditions for Participation in the Procedure,” Section 1(b) of the Terms of Reference above, including:
 - the subject of the service, including an indication of the type of aircraft modification covered by the certification documentation and the aircraft model subject to the modification,
 - the entity that issued (approved) the (Supplementary) Type Certificate,
 - the entity for which the Contractor performed the service of preparing the certification documentation, along with contact information,
 - the period during which the service was performed (month, year – month, year).The template for the service information is provided in **Appendix No.8 to the ToR – “Service Information,”**
 - c. evidence of due performance of the service referred to in the first indent above, whereby such evidence may consist of references or other documents issued by the entity for which the service was (is) performed, and if, for a justified objective reason, the Contractor is unable to obtain such documents – a statement by the Contractor.
2. In the case of a Contractor having its registered office or place of residence outside the Republic of Poland, instead of the subjective evidence referred to in paragraph 1(b), (d) – subparagraph g of the ToR above, the Contractor shall submit the subjective evidence specified in § 4 of the Regulation of the Minister of Development, Labor, and Technology of December 23, 2020, on subjective evidence and other documents or statements that the Contracting Authority may request from the Contractor.
 3. The Contracting Authority may request clarifications from Contractors regarding the submitted subjective evidence.
 4. If the evidence submitted by the Contractor raises doubts on the part of the Contracting Authority, the Contracting Authority may contact directly the entity in possession of information or documents relevant to assessing the Contractor's compliance with the conditions for participation in the procedure.
 5. If necessary to ensure the proper conduct of the procurement process, the Contracting Authority may, at any stage of the process, request Contractors to submit all or some of the subjective evidence it required in the contract notice or procurement documents, updated as of the date of submission.
 6. If there are reasonable grounds to believe that previously submitted evidence is no longer current, the Contracting Authority may at any time request the Contractor or Contractors to submit all or some of the evidence, current as of the date of submission.

Chapter 5 – Contractors Jointly Applying for the Contract

1. Contractors may jointly tender for the contract.
2. In the case specified in paragraph 1 above, the Contractors shall appoint a representative to represent them in the proceedings or to represent them and conclude the public procurement contract. The power of attorney shall be submitted together with the letter of tender.
3. The statements referred to in Article 125(1) of the Public Procurement Law shall be submitted individually by Contractors jointly applying for the contract: in the absence of grounds for exclusion – by each Contractor; and in the case of meeting the conditions for participation in the proceedings – by each Contractor to the extent that he demonstrates compliance with the condition or conditions for participation in the proceedings.
4. The Contracting Authority hereby informs that, with respect to Contractors jointly applying for the contract, the condition for participation in the procedure regarding the authorization to conduct a specific business or professional activity and regarding technical or professional capacity in terms of knowledge and experience shall be deemed met if **at least one of the Contractors** jointly applying for the contract:
 - a. for the entire duration of the contract, holds the appropriate approval for organizations designing products, parts, and accessories or responsible for modifications and repairs of products, parts, and accessories, confirming the Contractor's compliance with the requirements of Part 21, Subpart J of Annex 1 to Commission Regulation (EU) No. 748/2012 of August 3, 2012, laying down implementing rules for the certification of aircraft and related products, parts, and accessories in terms of airworthiness and environmental protection, and for the certification of design and production organizations,
 - b. during the three-year period preceding the deadline for submission of letters of tender, or, if the period of operation is shorter, during that period, has duly performed at least one service involving the preparation of comprehensive certification documentation, followed by the subsequent issuance of a Supplemental Type Certificate (STC) by the European Aviation Safety Agency (EASA)² for the modification of an aircraft intended for medical operations (MEDEVAC) consisting of adapting the aircraft's interior for medical evacuation using at least one intensive care unit (modification of the aircraft's interior involving at least the installation of multifunctional intensive care stretchers, along with the ability to subsequently remove them and restore the aircraft to its original configuration).
5. Contractors jointly applying for the contract shall submit the statement referred to in Article 117(4) of the Public Procurement Law.

SECTION V – LETTERS OF TENDER

Chapter 1 – Preparation of the Letter of Tender. Submission of the Letter of Tender.

1. A tender constitutes the Contractor's commitment to enter into a public procurement contract and to perform the object of the contract under the terms and conditions specified in the tender and the public procurement contract.

² Or by obtaining a (Supplementary) Type Certificate issued by another competent and recognized aviation safety oversight authority and subsequently approved by EASA.

2. The tender must be submitted on **the Tender Form** constituting **Appendix No. 3** to the Terms of Reference or on a form prepared by the Contractor, the content of which corresponds to the content of the Tender Form – Appendix No. 3 to the Terms of Reference. In particular, the Contractor is required to identify the offered Medical Equipment by providing information within the scope (at a minimum) specified in Appendix No. 3 to the ToR – Tender Form.
3. The tender on the Tender Form must be prepared, or shall be null and void: **in electronic form**, i.e., in an electronic format bearing a qualified electronic signature, in a data format compliant with KRI, and subject to the condition that the content of the letter of tender is expressed using words, numbers, or other written characters that can be read and reproduced, and whose layout leaves no doubt as to the content and context of the recorded information.
4. The tender must be accompanied by – where applicable:
 - a. a commitment from the entity providing the resources, as referred to in Section IV of the ToR – Qualification of Contractors, Chapter 3 – Provision of Resources, in the form required by the Regulation on Electronic Documents. A template of the commitment of the entity providing the resources is included **in Appendix No. 7 to the ToR – “Commitment of the Entity Providing the Resources,”**
 - b. the statement referred to in Article 117(4) of the Public Procurement Law, in the form required by the Regulation on Electronic Documents (applicable to Contractors jointly applying for the contract),
 - c. power of attorney – in the case of Contractors jointly applying for the contract, as referred to in Section IV – Qualification of Contractors, Chapter 5 – Contractors jointly applying for the contract, in the form required by the Regulation on Electronic Documents,
 - d. power of attorney or other document confirming the authority of the person acting on behalf of the Contractor – in cases where the authority of the person acting on behalf of the Contractor is not evident from registration documents, in particular information from the National Court Register or the Central Register and Information on Economic Activity or another relevant register, in the form (form) required by the Regulation on electronic documents,(hereinafter collectively: required documents).
5. The tender and the required documents shall be submitted via the **procurement platform**.
6. The procedure for submitting the letter of tender and the required documents via the procurement platform is described in detail in Section II – “Communication in the proceedings,” Chapter 2 – “Means of electronic communication, technical and organizational requirements for the preparation, sending, and receiving of electronic correspondence,” paragraphs 12–18 of the ToR.

Chapter 2 – Deadline for Submission of Letters of tender

The Contractor may submit the letter of tender together with the required attachments **by 9th June 2026, 12:00 p.m.**

Chapter 3 – Letter of Tender Validity Period

1. The Contractor is bound by the letter of tender for 60 days from the deadline for submitting letters of tender, i.e., until **7th August 2026**.
2. If the selection of the most advantageous tender does not take place before the expiration of the letter of tender validity period
3. referred to in paragraph 1 above, the Contracting Authority shall, before the expiration of the letter of tender validity period, request the Contractors once to consent to extending this period by a duration specified by the Contracting Authority, not exceeding 60 days.
4. The extension of the letter of tender validity period referred to in paragraph 2 above requires the Contractor to submit a written statement consenting to the extension of the letter of tender validity period. The extension of the letter of tender validity period referred to in paragraph 2 above shall take effect upon the extension of the tender bond's validity period or, if this is not possible, upon the submission of a new tender bond for the extended letter of tender validity period.

Chapter 4 – Date of Tender Opening, Procedures Related to Tender Opening

1. Letters of tender will be opened on **9th June 2026 at 12:30 p.m.**, subject to the following sentence. In the event of a failure of the procurement platform that prevents the opening of letters of tender within the time limit specified by the Contracting Authority, the opening of letters of tender shall take place immediately after the failure has been resolved. The Contracting Authority shall announce the change in the date for the opening of letters of tender on the website of the procurement procedure.
2. The opening of letters of tender is confidential.
3. The Contracting Authority shall, no later than before the opening of letters of tender, publish on the website of the ongoing procurement procedure information regarding the amount it intends to allocate to finance the contract.
4. Immediately after the opening of letters of tender, the Contracting Authority shall publish on the website of the ongoing procurement procedure information regarding:
 - a. the names or first and last names, as well as the registered offices or places of business or places of residence of the Contractors whose letters of tender have been opened,
 - b. the prices contained in the letters of tender.

Chapter 5 – Reverse Procedure

1. The Contracting Authority announces its intention to apply the so-called reverse procedure in the procurement, as referred to in Article 139 of the Public Procurement Law.
2. The Contracting Authority shall first examine and evaluate the letters of tender, and then shall conduct a qualification review of the Contractor whose tender received the highest evaluation to ensure there are no grounds for exclusion and that the Contractor meets the conditions for participation in the procedure.
3. If grounds for exclusion exist with respect to the Contractor referred to in paragraph 2 above, the Contractor does not meet the conditions for participation in the procedure, or fails to submit the relevant evidence or the statement referred to in Article 125(1) and (2) 2 of the

Public Procurement Law, confirming the absence of grounds for exclusion and/or the fulfillment of the conditions for participation in the procedure, the Contracting Authority shall re-examine and re-evaluate the letters of tender of the remaining Contractors, and then conduct a substantive qualification of the Contractor whose tender was rated highest, regarding the absence of grounds for exclusion and the fulfillment of the conditions for participation in the procedure.

4. The Contracting Authority will continue the procedure referred to in paragraph 3 above with respect to the letters of tender of the remaining Contractors in the procedure, and then conduct a qualification review of the Contractor whose tender received the highest evaluation, regarding the absence of grounds for exclusion and compliance with the conditions for participation in the procurement, until the most advantageous tender is selected or the procurement procedure is canceled.
5. The Contracting Authority hereby informs that, pursuant to Article 139(2) of the Public Procurement Law, the statement referred to in Article 125(1) of the Public Procurement Law, submitted on the ESPD form (by the Contractor, Contractors jointly applying for the contract, or the entity providing resources – where applicable) shall be submitted exclusively by the Contractor whose tender has been evaluated as the most advantageous, and where applicable, by the entity providing resources to the Contractor whose tender has been evaluated as the most advantageous.

Chapter 6 – Method of Price Calculation

1. The tender price is **the gross price** within the meaning of Article 3(1)(1) and (2) of the Act of May 9, 2014, on the disclosure of prices of goods and services. The “gross” price consists of the net price plus the applicable value-added tax (VAT), calculated on the net price according to at the VAT rate applicable to the object of the contract as of the date of tender submission.
2. The Contractor shall indicate in the Tender Form:
 - A. **as part of the quotation for certification documentation:** the gross price for preparing complete certification documentation, including the subsequent obtaining of an approved STC and an airworthiness certificate, as well as the VAT rate in effect on the date of tender submission,
 - B. **as part of the intensive care unit pricing:**
 - a. **the gross unit price for the delivery of:**
 - a cardiac monitor/defibrillator,
 - a syringe infusion pump,
 - transport ventilator,
 - 5-liter oxygen cylinder,
 - oxygen concentrator,
 - transport suction unit,
 - oxygen therapy dispenser (if applicable),
 - equipment for loading and unloading the patient on a stretcher,

- b. total gross price for the delivery of the equipment referred to in point (a) above in the quantities required by the Contracting Authority, i.e., for:
- cardiac monitor/defibrillator – 6 units,
 - syringe infusion pump – 13 units,
 - transport ventilator – 7 units,
 - 5-liter oxygen cylinders – 12 units,
 - oxygen concentrators – 3 units,
 - electric suction units for transport – 7 units,
 - oxygen therapy dispenser (if applicable) – 7 units,
 - device for loading and unloading a patient on a stretcher – 1 unit,
- c. gross unit price for the delivery of a “set” of multifunctional intensive care stretchers, including:
- multifunctional intensive care stretcher,
 - stretcher base with storage space,
 - a detachable bridge that attaches to the stretcher for securing medical devices,
- d. total gross price for the delivery of sets of multifunctional intensive care stretchers in the quantity required by the Contracting Authority, i.e., 6 units,
- C. **as part of the quotation for the non-intensive care unit:**
- a. gross unit price for the delivery of:
- a cardiac monitor/defibrillator,
 - a cabinet for storing medical devices, including a suction unit and disposable supplies,
 - a transport suction unit,
 - 5-liter oxygen cylinders,
- b. total gross price for the delivery of the devices referred to in point e. above in the quantity required by the Contracting Authority, i.e., for:
- cardiac monitors/defibrillators – 11 units,
 - cabinets for storing medical devices, including suction units and disposable supplies – 4 units,
 - transport suction units – 4 units,
 - 5-liter oxygen cylinders – 16 units,
- c. gross unit price for the delivery of a “set” of multifunctional stretchers, including:
- multifunctional stretcher,
 - stretcher base – single or double,
- d. total gross price for the delivery of multifunctional stretcher sets in the quantity required by the Contracting Authority, i.e., 16 units for multifunctional stretchers and 16 units for single stretcher bases or 8 units for double stretcher bases,
- D. **the total gross price**, consisting of the sum of:
- the price for preparing certification documentation, including the subsequent obtaining of an approved STC and an aircraft certificate of airworthiness
- and
- the total gross price for the delivery of 6 sets of multifunctional intensive care stretchers,

- the total gross price for the delivery of 6 cardiac monitors/defibrillators,
- the total gross price for the delivery of 13 syringe infusion pumps,
- the total gross price for 7 transport ventilators,
- the total gross price for the delivery of 12 units of 5-liter oxygen cylinders,
- the total gross price for the delivery of 3 oxygen concentrators,
- the total gross price for the delivery of 7 transport suction units,
- the total gross price for the delivery of 7 passive oxygen therapy dispensers (where applicable),
- the gross price for the delivery of 1 unit of a device for loading and unloading a patient on a stretcher

and

- the total gross price for the delivery of 16 multifunctional stretcher sets,
- the total gross price for the delivery of 11 cardiac monitors/defibrillators,
- the total gross price for the delivery of 4 medical equipment storage cabinets,
- the total gross price for the delivery of 4 transport suction units,
- the total gross price for the delivery of 16 5-liter oxygen cylinders.

ATTENTION!

The Contracting Authority hereby informs that:

[PLN]

- 1) the gross price should be expressed exclusively in **the Polish currency – Polish zlotys (PLN)** – with an accuracy of no more than two decimal places, whereby amounts less than 0.5 groszy are omitted, and amounts of 0.5 groszy and above are rounded up to 1 grosz,
- 2) settlements between the Contracting Authority and the Contractor will be conducted in Polish zlotys (PLN),
- 3) if the Contractor offers a gross price (total gross price and/or gross price) in a currency other than Polish zlotys, the Contracting Authority shall convert the price offered by the Contractor in the foreign currency into Polish zlotys at the average foreign exchange rate published on the website of the National Bank of Poland (Table A) on the date of tender opening,
- 4) The gross price (total gross price) converted by the Contracting Authority into Polish zlotys in accordance with point 3) above shall correspond to the Contractor's total gross remuneration and, as such, shall constitute the basis for settling the total gross remuneration due to the Contractor for the due performance of the object of the contract. Any foreign exchange rate differences, including in particular those resulting from the conversion of the Polish zloty into a foreign currency by the financial institution maintaining the Contractor's bank account, shall be borne exclusively by the Contractor and shall not constitute grounds for any claims by the Contractor against the Contracting Authority, including claims for damages and/or lost profits and/or unjust enrichment,
- 5) the risk arising from any discrepancy between the gross price (total gross price) assumed by the Contractor for the due performance of the contract, expressed in a foreign currency, and the gross price (total gross price) converted by the Contracting Authority in accordance with point 3) above shall be borne exclusively by the Contractor and may not constitute

grounds for any claims by the Contractor against the Contracting Authority, including claims for damages and/or lost profits and/or unjust enrichment,

[public law liabilities]

- 6) the gross price (total gross price and/or total gross price) shall include all public law liabilities, including tax, customs, and similar liabilities, the payment of which is necessary for the due performance of the contract, including, in particular, the transfer of ownership of the Medical Equipment to the Contracting Authority,
- 7) if – in accordance with applicable tax laws – it is not possible to include all and/or individual public law liabilities in the unit gross price and/or total gross price and/or aggregate gross price, due to the necessity for the Contracting Authority to pay them directly, in particular due to the Contracting Authority’s tax liability arising under the Act of March 11, 2004, on the Tax on Goods and Services, the Contractor is required to indicate in the appropriate row of the price table in the Tender Form:
 - the legal and factual basis from which the obligation to pay a given public-law liability directly by the Contracting Authority arises,
 - the value of the goods or services subject to the tax obligation (and/or other public-law obligation) of the Contracting Authority, excluding the amount of tax (or other public-law liability) and the rate of the tax on goods and services (or other public-law liability) which, to the best of the Contractor’s knowledge, will apply, as well as the amount of tax (or other public-law liability) which the Contracting Authority will be directly obligated to pay in connection with the acquisition of the service (service and/or delivery) from the Contractor,
- 8) in the event that the Contractor does not submit a statement on the Tender Form regarding the Contracting Authority’s tax liability and/or obligation to directly pay other public-law charges, it shall be deemed that the selection of the Contractor’s letter of tender does not give rise to such an obligation on the part of the Contracting Authority,
- 9) The Contracting Authority shall add to the total gross price offered by the Contractor all tax liabilities and/or other public-law liabilities referred to in subparagraph g. above, accepting the sum thus determined as the total gross price constituting the basis for evaluating letters of tender under the “Price” criterion.
- e. The tender price constitutes a lump-sum remuneration and, as such, must include all costs necessary for the due performance of the object of the contract, in accordance with the contract documents, in particular the description of the object of the contract and the proposed contractual provisions.

Chapter 7 – Tender Evaluation Criteria

1. The contracting authority will evaluate the letters of tender that have not been rejected based on the following tender evaluation criteria:

No.	Criterion Name	Weight of criterion [points]
C1	Price	60



C2	Additional technical parameters of medical equipment	Independent lighting of the working area of the <u>multifunctional intensive care stretcher</u> with an intensity of not less than 300 lx, including spot lighting illuminating an area with a diameter of not less than 20 cm with an intensity of not less than 400 lx	10
		Installation on the aircraft of <u>two units (sets) of non-intensive care multifunctional stretchers on a single frame</u> (non-intensive care multifunctional stretchers placed on the aircraft in sets of two, one above the other)	10
		Power supply integrated with the cardiac monitor mount – applies to cardiac monitors specific to the intensive monitoring unit	5
		Power supply integrated with the cardiac monitor mount – applies to cardiac monitors suitable for the non-intensive care bed unit	5
		A patient loading and unloading device that can be folded without tools for easier storage during flight.	10

2. Points for **criterion K1 – “Price”** will be awarded according to the following formula:

$$C = (\text{Lowest tender price} / \text{Tender price under review}) \times 60 \text{ points}$$

where:

C – the number of points awarded to the letter of tender under consideration for criterion K1 – “Price”,

Price of the lowest tender – the lowest total gross price for the performance of the contract, among all letters of tender not subject to rejection

Price of the tender under review – the total gross price for the performance of the contract offered by the Contractor whose tender is being evaluated

The result will be rounded to two decimal places, i.e., by truncating the third and subsequent decimal places (the third and subsequent decimal places will not be taken into account).

3. Points for **criterion K2 – “Additional technical parameters of medical equipment”** will be awarded according to the following rules:

- a. if the Contractor declares the delivery of multifunctional intensive care stretchers equipped with independent lighting of the stretcher’s working area with an intensity of no less than 300 lx, along with spot lighting illuminating an area with a diameter of no less than 20 cm and an intensity of no less than 400 lx – the Contractor will receive 10 points,
- b. if the Contractor declares the installation on the aircraft of two units (sets) of non-intensive care multifunctional stretchers on a single frame – they will receive 10 points,
- c. if the Contractor declares the delivery of cardiac monitors/defibrillators appropriate for the intensive monitoring unit, together with a power supply integrated into the cardiac monitor/defibrillator mount – will receive 5 points,
- d. if the Contractor declares the supply of cardiac monitors/defibrillators suitable for a non-intensive care set, together with a power supply integrated into the cardiac monitor/defibrillator mount – 5 points will be awarded,
- e. if the Contractor declares that he will supply a device for loading and unloading the patient that can be folded without the use of tools for easier storage during the flight – he will receive 10 points.

ATTENTION! In order to earn points under quality criterion K2, “Additional Technical Parameters of Medical Equipment,” the Contractor is required to indicate in the Tender Form whether the offered Medical Equipment meets or does not meet the additional parameters and to confirm that the offered Medical Equipment possesses the indicated parameters by providing the relevant supporting documentation.

4. The tender may receive a maximum of 100 points.

5. The Contractor’s letter of tender that receives the highest number of points, calculated as the sum of points awarded to the letter of tender under price criterion K1 and quality criterion K2, will be deemed the most advantageous tender.

SECTION VI – FORMALITIES TO BE COMPLETED AFTER THE SELECTION OF THE MOST ADVANTAGEOUS TENDER

Chapter 1 – General Requirements

1. The Contracting Authority shall enter into a public procurement contract, in accordance with Article 577 of the Public Procurement Law, within a period of no less than 10 days from the date of sending the notice of selection of the most advantageous tender, if such notice was sent by electronic means of communication, or 15 days if sent by other means.
2. The Contracting Authority may enter into a public procurement contract before the expiration of the period referred to in paragraph 1 if only one tender was submitted in the procurement procedure.

3. The Contractor whose tender has been selected as the most advantageous shall be informed by the Contracting Authority of the place and date of signing the contract.
4. Prior to signing the contract, the Contractor is required to submit to the Contracting Authority:
 - a. confirmation that the Contractor has provided a **performance bond**,
 - b. **a list of unit prices (net and gross) for the medical equipment** comprising the intensive care sets and the non-intensive care bed sets,
 - c. **preliminary design specifications for the modification of the Aircraft in the configurations required by the Contracting Authority (at a minimum, a description of the layout of each set, including a diagram),**
 - d. **catalog cards** and/or other supporting documents confirming that the medical equipment appropriate for intensive care units and non-intensive care units offered by the Contractor meets the requirements specified by the Contracting Authority in Appendix No. 1 to the ToR – “Description of the object of the contract” (this does not apply to multifunctional intensive care stretchers and multifunctional stretchers suitable for non-intensive care beds – the relevant evidence confirming that the stretchers offered by the Contractor meet the requirements specified by the Contracting Authority in Appendix No. 1 to the ToR – “Description of the object of the contract,” the Contractor is required to submit along with the letter of tender).

In the event that the product data sheet and/or other document does not contain references to all the required technical parameters specified by the Contracting Authority in Appendix No. 1 to the ToR – “Description of the object of the contract,” the Contractor is required to submit an appropriate **manufacturer’s statement** confirming that the medical equipment offered by the Contractor meets the relevant parameter, along with an indication of its actual value,

 - e. an agreement governing the terms of cooperation, if the contract is to be performed by Contractors jointly bidding for the contract (original or a certified copy).
5. Failure to submit to the Contracting Authority the documents referred to in paragraph 4 above within the time limit set by the Contracting Authority shall be deemed a refusal by the Contracting Authority to enter into a public procurement contract.
6. The Contractor referred to in paragraph 1 is required to enter into a contract for the procurement on the terms set forth **in Appendix No. 2 to the ToR – “Draft Contractual Provisions.”** The contract will be supplemented with provisions arising from the submitted tender.
7. If the Contractor whose tender was selected as the most advantageous evades the conclusion of the public procurement contract, the Contracting Authority may re-examine and re-evaluate the letters of tender among the remaining Contractors in the procedure or cancel the procedure.

Chapter 2 – Performance Bond

1. In order to cover any claims arising from non-performance or undue performance of the contract, as well as subsequent claims under the quality guarantee and the warranty for legal

and physical defects, the Contracting Authority requires the Contractor whose tender has been selected as the most advantageous to provide, prior to signing the contract, a performance bond.

2. The performance bond shall amount to **3% of the Contractor's total gross remuneration for the due performance of the contract (the sum of the gross remuneration for the preparation of complete certification documentation, including the subsequent obtaining of the STC and the Airworthiness Certificate, and the gross remuneration for the delivery of medical equipment).**
3. The performance bond may be provided, at the Contractor's discretion, in one or more of the following forms:
 - a. cash,
 - b. bank guarantees or guarantees from a credit union, provided that the credit union's obligation is always a monetary obligation,
 - c. bank guarantees,
 - d. insurance guarantees,
 - e. sureties granted by entities referred to in Article 6b(5)(2) of the Act of November 9, 2000, on the Establishment of the Polish Agency for Enterprise Development,
4. The Contracting Authority shall return the performance bond to the Contractor within 30 days of the completion of the object of the contract.
5. The Contractor shall pay the security deposit in cash prior to the conclusion of the contract to the Contracting Authority's bank account, account number: **96 1130 1017 0000 3159 1590 0002**, clearly indicating in the transfer title the procurement procedure and the purpose for which the funds are being paid.
6. If the tender bond is provided in cash, the Contractor may consent to the tender bond amount being credited toward the security. The date of receipt of the Contractor's request to transfer the tender bond amount toward the security shall be treated as the date of provision of the security (for the relevant portion of the security).
7. If the security is provided in cash, the Contracting Authority shall hold it in an interest-bearing bank account. The Contracting Authority shall return the security provided in cash, together with interest accrued under the terms of the bank account agreement on which it was held, less the cost of maintaining that account and the bank fee for transferring the funds to the bank account designated by the Contractor.
8. If the security was provided in the form of a guarantee or surety, the guarantee/surety must be drawn up in accordance with applicable law and must include:
 - a. a statement by the surety or guarantor, acting as the Contracting Authority's principal debtor on behalf of the Contractor, regarding the payment of the guaranteed amount, constituting irrevocable and unconditional security for performance, upon the Contracting Authority's first demand,
 - b. a provision stating that no amendment to the contract, which may be made pursuant to this contract or mandatory provisions of law, shall release the surety or guarantor from liability under the guarantee, and provided that the surety or guarantor waives the obligation to notify of such an amendment.

Furthermore, the surety or guarantee:

- c. shall not provide for the application of any law other than the law of the Republic of Poland,
 - d. shall not submit disputes concerning them to the jurisdiction of courts other than the common courts of the Republic of Poland,
 - e. shall not provide for the requirement to certify the signatures of persons authorized to act on behalf of the Contracting Authority (beneficiary) or persons authorized to act on behalf of the Contracting Authority (beneficiary) affixed to documents in correspondence with the guarantor (surety), including a demand for payment, in particular by notarial certification or by a competent bank.
9. The performance bond, in all forms provided for in paragraph 9 above, shall secure claims arising from non-performance or imdue performance of the contract in the same manner, which means that security provided in a form other than cash may not secure the Contracting Authority's claims in a manner less favorable than if such security had been provided in cash . The Contracting Authority does not permit the payment of amounts under the guarantee/surety to be contingent upon the submission of any additional documents, the certification of a signature by third parties, or the fulfillment of any conditions, other than the Contracting Authority's statement that the requested amount is due as a result of non-performance or imdue performance of the contract.
 10. The Contracting Authority, immediately upon receipt of the relevant document (guarantee, surety), has the right to raise objections to it or to confirm acceptance of the document without objection. The Contractor shall submit the relevant guarantee or surety document to the Contracting Authority within a timeframe that allows the Contracting Authority to exercise this right.
 11. In the event of objections, the Contractor shall meet the Contracting Authority's requirements within the specified time limit.
 12. The costs associated with issuing the performance bond shall be borne by the Contractor.
 13. In the case of letters of tender submitted jointly by two or more Contractors, the performance bond may be provided jointly by all Contractors, by some of them, or by a single Contractor; however, the document must clearly state that the guarantor's/surety's obligation applies to all Contractors who submitted the joint tender.
 14. In the event of a postponement of the deadline for the performance of the contract, the performance bond shall also be extended accordingly.

SECTION VII – INFORMATION ON LEGAL REMEDIES

1. Contractors, as well as any other entity that has or had an interest in obtaining the contract and has suffered or may suffer damage as a result of the Contracting Authority's violation of the Public Procurement Law, are entitled to the legal remedies specified in Section IX of the Public Procurement Law, i.e., an appeal and a complaint to a common court.
2. The appeal procedure is governed by the provisions of Articles 506–578 of the Public Procurement Law.
3. The complaint procedure is governed by the provisions of Articles 579–590 of the Public Procurement Law.

4. An appeal may be filed against:
 - a. an action by the Contracting Authority that is inconsistent with the provisions of the Public Procurement Law, taken during the proceedings, including a proposed contract provision,
 - b. a failure to perform an act in the proceedings that the Contracting Authority was required to perform under the Public Procurement Law,
 - c. failure to conduct a procurement procedure, even though the Contracting Authority was obligated to do so.
5. The appeal shall be filed with the President of the National Appeal Chamber. The appellant shall provide the Contracting Authority with the appeal filed in electronic form or in digital format, or a copy of such appeal if it was filed in writing, before the deadline for filing the appeal, in such a manner that the Contracting Authority may review its content before the expiration of that deadline. It is presumed that the Contracting Authority was able to review the content of the appeal before the deadline for filing it if the appeal or a copy thereof was transmitted to before the deadline for filing it using electronic means of communication.
6. The appeal must be filed within:
 - a. 10 days from the date of transmission of information regarding the Contracting Authority's action constituting the basis for the appeal, if the information was transmitted via electronic means of communication,
 - b. 15 days from the date of notification of the Contracting Authority's action serving as the basis for the appeal, if the notification was provided by means other than those specified in subparagraph (a) above.
7. An appeal against the content of the notice initiating the procurement procedure or against the content of the procurement documents must be filed within 10 days from the date of publication of the notice in the Official Journal of the European Union or the posting of the procurement documents on the website.
8. An appeal in cases other than those specified in paragraphs 6 and 7 above shall be filed within 5 days from the date on which the circumstances constituting the basis for the appeal became known or could have become known with due diligence.
9. The parties and participants in the proceedings have the right to file a complaint with the court against the ruling of the National Appeal Chamber and the decision of the President of the National Appeal Chamber referred to in Article 519(1) of the Public Procurement Law.
10. The complaint shall be filed with the Regional Court in Warsaw, 23rd Commercial, Appeals, and Public Procurement Division, through the President of the National Appeal Chamber, within 14 days of the date of service of the decision of the National Appeal Chamber or the ruling of the President of the National Appeal Chamber referred to in Article 519(1) of the Public Procurement Law, while simultaneously sending a copy thereof to the opposing party. Submission of the complaint at a post office of the designated operator within the meaning of the Act of November 23, 2012 – Postal Law – shall be deemed equivalent to its filing.

SECTION VIII – INFORMATION CLAUSE REGARDING THE PROCESSING OF PERSONAL DATA

1. Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: GDPR), the Contracting Authority hereby informs that the controller of personal data is the Government Agency for Strategic Reserves, with its registered office in Warsaw (00-193), 2b Stawki Str., phone: +48 22 36 09 100, email address: kancelaria@rars.gov.pl.
2. The controller has appointed a data protection officer who can be contacted via email at iod@rars.gov.pl or by phone at +48 22 36 09 237.
3. Personal data will be processed pursuant to Article 6(1)(c) of the GDPR for purposes related to conducting the public procurement procedure and its resolution, as well as documenting and archiving the procurement procedure, including for the proper settlement of the Grant.
4. The recipients of personal data are entities to whom the documentation of the procedure will be made available pursuant to the provisions of the Public Procurement Law and/or other mandatory legal provisions.
5. Personal data obtained in connection with the conduct of the public procurement procedure will be stored, in accordance with Article 78(1) of the Public Procurement Law, for a period of 4 years from the date of completion of the public procurement procedure.
6. Notwithstanding the provisions of paragraph 5 above, in the event that a public procurement contract is concluded, personal data will be processed until the expiration of the statute of limitations for claims arising from the public procurement contract.
7. The data subject whose personal data has been collected in connection with this procedure shall have the right:
 - a. to access their personal data – in accordance with Article 15 of the GDPR; however, if the fulfillment of the obligations referred to in Article 15(1) – 3 of the GDPR would require a disproportionate effort, the Contracting Authority may request additional information to clarify the request, in particular the name, date, or reference number of the current or completed public procurement procedure,
 - b. to have their personal data rectified – in accordance with Article 16 of the GDPR; however, exercising the right to rectify or supplement personal data referred to in Article 16 of the GDPR shall not result in a change in the outcome of the public procurement procedure or in a change to the provisions of the contract to the extent inconsistent with the Public Procurement Law, nor shall it compromise the integrity of the minutes and their annexes,
 - c. to request that the Contracting Authority, as the controller, restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR, however, the right to restrict processing does not apply to storage for the purpose of ensuring the exercise of legal remedies or for the protection of the rights of another natural or legal person, or for important reasons of public interest of the European Union or a Member State. This right does not restrict the processing of personal data until the conclusion of the public procurement procedure,

- d. or until a complaint is filed with the President of the Personal Data Protection Office if it is determined that the processing of their personal data violates data protection regulations, including the provisions of the GDPR.
- 8. The obligation to provide personal data is a statutory requirement set forth in the Public Procurement Law, related to participation in a public procurement procedure. The consequences of failing to provide specific data are defined by the Public Procurement Law.
- 9. A person whose personal data has been collected by the Contracting Authority in connection with the conduct of a public procurement procedure is not entitled to:
 - a. the right to erasure of personal data,
 - b. the right to data portability referred to in Article 20 of the GDPR,
 - c. the right to object to the processing of personal data, as specified in Article 21 of the GDPR, due to the fact that the legal basis for the processing of personal data is Article 6(1)(c) of the GDPR.
- 10. Personal data may be transferred to public authorities and government agencies or other entities authorized by law or performing tasks carried out in the public interest or in the exercise of public authority, in particular to entities conducting oversight activities regarding the Contracting Authority, including in connection with the settlement of the Grant.

Attachments:

- 1. *Appendix No. 1 – Description of the object of the contract,*
- 2. *Appendix No. 2 – Proposed contractual provisions,*
- 3. *Appendix No. 3 – Tender Form,*
- 4. *Attachment No. 4 and 4a – ESPD form along with instructions for completing the ESPD,*
- 5. *Appendix No. 4A – Declaration of non-exclusion pursuant to Article 5k of Council Regulation (EU) No. 833/2014,*
- 6. *Appendix No. 5 – Declaration regarding membership in a capital group,*
- 7. *Appendix No. 6 – Declaration of the validity of the information,*
- 8. *Appendix No. 7 – Commitment to make resources available,*
- 9. *Appendix No. 8 – Service Information.*