

Version applicable from 28/10/2025

Ordering Party:

The Institute of High Pressure Physics
of the Polish Academy of Sciences
*[Instytut Wysokich Ciśnień Polskiej
Akademii Nauk]*,
ul. Sokołowska 29/37,
01-142 Warszawa

Case no. ZP-292/10/2025

Procedure: Delivery of equipment for measuring the Hall effect as a function of temperature in direct current and alternating current modes

TERMS OF REFERENCE

in the procedure conducted in the form of **open tender**,
in accordance with the Public Procurement Act of 11 September 2019
(consolidated text, Dz. U. of 2021, item 1129, as amended), hereinafter referred to as the
"Act".

CPV code:**38540000-2 Machines and equipment for research and measurements****38341300-0 Instruments for measuring electrical quantities.****Information about European Union funds:**

Non-reimbursable support from the investment development plan:

A2.4.1 Investment in research capacity building

NATIONAL RECOVERY PLAN - KPO

Project Support Agreement no: KPOD.01.18-IW.03-0005/23

1. Information about the Ordering Party

- 1.1. Contracting Entity: INSTYTUT WYSOKICH CIŚNIEŃ POLSKIEJ AKADEMII NAUK (INSTITUTE OF HIGHER PHYSICS OF THE POLISH ACADEMY OF SCIENCES)
- 1.2. Contracting Entity's address: UL. SOKOŁOWSKA 29/37, 01-142 WARSZAWA
- 1.3. Contact details:
 - 1.3.1. Telephone number: (22) 632 50 10
 - 1.3.2. email address: dzp@unipress.waw.pl
- 1.4. Website address: www.unipress.waw.pl
- 1.5. The person authorised to communicate with Contractors is Dariusz Nicia. Information on how the Contracting Entity will communicate with contractors is described in section 11 of the Terms of Reference.
- 1.6. Website address of the conducted procedure on which amendments and clarifications to the content of the Terms of Reference and other contract documents directly related to the contract award procedure will be made available:

<https://ezamowienia.gov.pl/mp-client/search/list/ocds-148610-8167a465-de18-4619-95d1-1f9de105add8>

Procedures can also be searched for from the homepage of the e-Procurement Platform ("Browse procedures/competitions" button).

- 1.7. ID of the procedure on the e-Procurement Platform:

ocds-148610-8167a465-de18-4619-95d1-1f9de105add8

2. Procurement Procedure

- 2.1. The procedure is conducted as **open tender** under Article 132 of the Act, with the contract value equal to or exceeding the EU thresholds.
- 2.2. In accordance with Article 139 of the Act, the Ordering Party provides for a reverse order of activities, i.e. at first the Ordering Party will examine and evaluate tenders and then it will perform the subjective qualification of the Contractor whose tender receives the highest score, in terms of absence of grounds for exclusion and fulfilment of the terms and conditions of participation in the procedure.
- 2.3. Pursuant to Article 138 Section 4 of the Act, the Ordering Party shortens the time limit for submission of tenders to 30 days from the date of provision of the contract notice to the Publications Office of the European Union, since all tenders will be submitted with the use of electronic means of communication, in the manner specified in Article 63 Section 1 of the PPA.
- 2.4. The Ordering Party provides for the possibility of awarding contracts set out in Article 214 Section 1 item 8 of the PPA.
- 2.5. The Ordering Party shall not accept tenders based on variant solutions, and does not anticipate concluding a framework agreement.

- 2.6.** The procedure is conducted in Polish and English. Any statements and notices will be prepared in Polish and English. The agreement will be drawn up in Polish and English. The Ordering Party is conducting the procedure in the two languages, in accordance with Article 20 Section 3 of the PPA, because of the possibility of expanding the circle of contractors and because of the specialist subject matter of the contract.
- 2.7.** In the event of any discrepancy between the two language versions, the Polish text shall prevail.
- 2.8.** Division of the contract into parts.
No partial tenders shall be accepted.
Justification for not dividing the contract into parts:
The execution of this order cannot be divided into parts because several contractors executing individual parts of the order could seriously jeopardize the proper execution of the order and the full satisfaction of the needs of the Ordering Party. In addition, there is a risk of incompatibility of the assembled components with each other or with the software.

3. Description of the Subject Matter of the Contract

The equipment for Hall effect and conductivity measurements is used for electron transport characterization of materials (resistivity, carrier concentration, mobility). The equipment should possess the following features:

1. Possibility to measure the Hall effect in direct current (dc) and alternating current (ac) modes.
2. Possibility of electrical measurements of the sample in a four-contact (van der Pauw) and six-contact (so-called "Hall-bar") configuration.
3. The equipment should include an electromagnet with adjustable pole spacing and a bipolar power supply capable of generating a magnetic field in two opposing directions between its poles. The electromagnet should be capable of generating magnetic fields of at least 0.9 T (dc mode) and 0.6 T (RMS, ac mode).
4. The equipment should enable modulation of the magnetic field with a maximum frequency of 100 mHz in ac mode.
5. The equipment should include a cryostat with a closed-loop compressor (He). The cryostat should enable electrical measurements of the sample at temperatures covering at least the 10K-300K range.
6. The equipment should include a high-temperature oven for measurements in the temperature range of 20°C-800°C in an inert gas atmosphere ensuring thermal contact with the sample. The sample mounting zone should include four movable metal clamps resistant to the measurement temperatures for electrical contact with the sample (van der Pauw configuration).
7. The equipment should include a chiller with a cooling power of at least 8000 W.

8. The apparatus should include a gas evacuation kit consisting of a turbomolecular pump and an oil-free pump to achieve a preliminary vacuum. It should be capable of measuring pressure and include vacuum accessories (tubing, bellows, clamps, adapters, seals) necessary for connection to the sample chamber.
9. The equipment should include the necessary gas installation to supply gases to the sample chamber during measurements at variable temperatures.
10. The equipment should contain a set of triaxial cables with a length of at least 1.5 m to ensure electrical connection to the sample.
11. The equipment should contain a current source providing current intensity covering the range from ± 1 pA to ± 100 mA.
12. The equipment should enable electrical measurements with a maximum input voltage of at least 8V (compliment voltage).
13. The equipment should contain appropriate modules enabling measurements of samples with standard resistance in the range of $1\text{ m}\Omega$ - $10\text{ M}\Omega$ (hereinafter referred to as 'standard mode'), and with high resistance up to at least $200\text{ G}\Omega$ (hereinafter referred to as 'high resistance mode').
14. The equipment should enable the measurement of materials with the following parameters:
 - carrier concentration comprising the range from 1×10^5 to $1 \times 10^{22}\text{ cm}^{-3}$.
 - carrier mobility comprising the range from 1 to $1 \times 10^6\text{ cm}^2/\text{Vs}$ (dc mode) and from 1×10^{-3} to $1 \times 10^6\text{ cm}^2/\text{Vs}$ (ac mode).
15. The equipment should meet the following specifications regarding voltage accuracy measured in van der Pauw/Hall-bar mode:
 - 15.1. Standard mode (standard resistance), dc mode
 - maximum $\pm 0.5\%$ rdg $\pm 0.5\%$ of range for sample resistance $\leq 10\text{ M}\Omega$.
 - 15.2. Standard mode (standard resistance), ac mode
 - maximum noise level 100 nV (RMS) for sample resistance $\leq 100\text{ }\Omega$.
 - maximum noise level 500 nV (RMS) for sample resistance $> 100\text{ }\Omega$.
 - 15.3. High-resistance mode, dc mode:
 - maximum 0.5% rdg, for a sample resistance of $10\text{ k}\Omega$ - $50\text{ G}\Omega$.
 - maximum 1.5% rdg for a sample resistance $\leq 100\text{ G}\Omega$.
 - maximum 5% rdg for a sample resistance $\leq 200\text{ G}\Omega$.
 - 15.4. High-resistance mode, ac mode:
 - noise level max 1500 nV (RMS) for a sample resistance $\leq 8\text{ G}\Omega$.
16. The apparatus should include appropriate sample holders that provide electrical contact with the sample at room temperature and below, either through movable clamps or/and by soldering wires to the sample contacts. The holders should be capable of holding samples with a maximum size of at least $10\text{ mm} \times 10\text{ mm} \times 3\text{ mm}$.
17. The equipment should include a PID control system enabling temperature setting, stabilization and control.

18. The equipment should include a PC with software enabling measurement and control of measurement conditions (including magnetic field strength, temperature, vacuum parameters, measured voltages and currents). The software license should allow for modification of existing measurement procedures/sequences and the creation of new ones.

19. The equipment must contain all the necessary elements for proper operation.

20. Warranty – minimum 12 months.

21. The seller of the equipment should provide training in its operation.

The Contracting Authority informs that the subject of the contract will be used by individuals, including academics. Therefore, in accordance with Article 100 of the Public Procurement Law, the description of the subject of the contract includes requirements regarding accessibility for people with disabilities and design for all users.

In particular, it is expected that the offered device:

- will enable comfortable operation by people with diverse physical and cognitive needs,
- will be equipped with technical and functional solutions supporting accessibility,
- will be delivered with documentation enabling familiarization with the rules of use in a manner accessible to all users.

Fulfilling the above requirements should not require any design modifications beyond standard solutions available on the market

The Contracting Authority hereby informs that the project under which this contract is being implemented is co-financed by the European Union and is subject to the "no significant harm" principle (DNSH), in accordance with Article 17 of Regulation (EU) 2020/852. Therefore, the Contractor is obligated to ensure that the Subject Matter of the Contract is implemented in accordance with the aforementioned "no significant harm" principle. In particular, the implementation of the Subject Matter of the Contract:

- does not cause significant harm to the environmental objectives of the European Union;
- does not lead to significant greenhouse gas emissions;
- does not lead to an exacerbation of the adverse effects of current and expected future climatic conditions on these activities or on people, nature, or assets;
- does not harm the good condition or good ecological potential of water bodies, including surface waters and groundwater, and the good condition of marine waters;
- does not lead to a significant inefficiency in the use of materials or in the direct or indirect use of natural resources, such as non-renewable energy sources, raw materials, water, and land, at least in one stage of the product life cycle, including in terms of product durability and the possibility of repairing, upgrading, reusing, or recycling them;
- does not lead to a significant increase in the generation, incineration, or disposal of waste, with the exception of the incineration of hazardous waste that is not suitable for

recycling or the long-term storage of waste that may cause serious and long-term environmental damage;

- does not lead to a significant increase in pollutant emissions into the air, water, or land compared to the situation prior to the commencement of the Subject Matter of the Contract;
- does not significantly impair the health and resilience of ecosystems;
- is not detrimental to the conservation status of habitats and species, including habitats and species of interest to the European Union; - does not contain any components or substances that are significantly hazardous to the environment,
- the subject of the order was designed and manufactured with energy-efficient operation, waste reduction, and the possibility of recycling components at the end of the product's life cycle in mind,
- meets REACH and RoHS compliance requirements, and is CE marked (if applicable)

3.1. To confirm that the offered subject of the contract is manufactured in accordance with the DNSH principle, the contractor whose offer is selected as the most advantageous will submit:

3.1.1. CE, RoHS, REACH declaration of conformity, or equivalent.

3.1.2. Safety data sheets (SDS),

3.1.3. Catalog sheets or instructions containing environmental information.

And if the product is not subject to the requirement to issue the above certificates, the manufacturer's declaration of conformity.

4. Time for Completion and Place of Performance of the Contract

4.1. Place of performance of the contract:

The Institute of High Pressure Physics of the Polish Academy of Sciences, Stanisławów Pierwszy, ul Strużańska 8.

4.2. Time for completion of the contract:

up to 6 months from the conclusion of the contract, no later than June 15, 2026 (due to the eligibility period for expenditures, the final invoice must be issued no later than June 15, 2026)

5. Grounds for Excluding the Contractor from the Procedure

5.1. In accordance with Article 108 Section 1 of the PPA, the Ordering Party shall exclude from the procurement procedure a Contractor:

5.1.1. being a natural person who has been convicted, under a final and non-appealable judgment, of:

5.1.1.1. the offence of participation in an organised criminal group or association whose purpose is to commit an offence or fiscal offence, as referred to in Article 258 of the Polish Criminal Code,

- 5.1.1.2. the offence of human trafficking, as referred to in Article 189a of the Polish Criminal Code,
- 5.1.1.3. the offence referred to in Articles 228-230a, Article 250a of the Polish Criminal Code, in Articles 46-48 of the Sports Act of 25 June 2010 (Dz.U. of 2020, item 1133, and of 2021, item 2054) or in Article 54 Sections 1-4 of the Act on Refund of Medications, Foodstuffs for Special Nutritional Purposes and Medical Devices of 12 May 2011 (Dz.U. of 2021, items 523, 1292, 1559 and 2054),
- 5.1.1.4. the offence of terrorist financing, as referred to in Article 165a of the Polish Criminal Code, or the offence of preventing or significantly hindering the determination of criminal origin of money or concealing its origin, as referred to in Article 299 of the Polish Penal Code,
- 5.1.1.5. the terrorist offence, as referred to in Article 115 § 20 of the Polish Penal Code, or aimed at committing this offence,
- 5.1.1.6. the offence of entrusting work to a minor foreigner, as referred to in Article 9 Section 2 of the Act on the Consequences of Entrusting Work to foreigners Residing in the Territory of the Republic of Poland in Violation of the Law of 15 June 2012 (Dz. U. item 769),
- 5.1.1.7. the offence against business transactions, as referred to in Articles 296-307 of the Polish Criminal Code, fraud, as referred to in Article 286 of the Polish Criminal Code, an offence against the credibility of documents, as referred to in Articles 270-277d of the Polish Criminal Code, or a fiscal offence, as
- 5.1.1.8. the offence referred to in Article 9 Sections 1 and 3 or Article 10 of the Act on the Consequences of Entrusting Work to Foreigners Residing in the Territory of the Republic of Poland in Violation of the Law of 15 June 2012 - or for a corresponding prohibited act specified in the provisions of foreign law;
- 5.1.2.** if a current member of its management or supervisory body, a partner of a registered partnership or professional partnership, or a general partner of a limited partnership or limited joint-stock partnership, or a holder of commercial power of attorney has been convicted, under a final and non-appealable judgment, of an offence referred to in **item 5.1.1**;
- 5.1.3.** against whom a final and non-appealable judgment or a final administrative decision has been entered on the arrears of taxes, social security or health insurance contributions or charges, unless, prior to the lapse of the time limit for submission of tenders, the Contractor has paid the taxes, social security or health insurance contributions or charges due, along with interest or fines, or has entered into a binding agreement on the payment of these dues;
- 5.1.4.** against whom a ban on applying for the award of public contracts has been adjudicated under a final and non-appealable judgment;
- 5.1.5.** if the Ordering Party can establish, on the basis of reliable grounds, that the Contractor has entered into an agreement with other Contractors aimed at distorting competition, in particular if, while belonging to the same group within the meaning of the Competition and Consumer Protection Act of 16 February 2007, they have submitted separate tenders or partial tenders (if applicable), unless they demonstrate that they have prepared these tenders independently of each other;

- 5.1.6.** if, in the events referred to in Article 85 Section 1, there has occurred distortion of competition resulting from prior involvement of that Contractor or an entity that belongs with the Contractor to the same group within the meaning of the Competition and Consumer Protection Act of 16 February 2007, unless the resulting distortion of competition may be eliminated otherwise than by excluding the Contractor from the participation in the procurement procedure.
- 5.2.** The Ordering Party shall exclude the Contractor from the procurement procedure due to the occurrence of the circumstances indicated in:
- 5.2.1.** Article 5 k of Council Regulation (EU) 833/2014, as amended by Regulation 2022/576,
- 5.2.2.** Article 7 Section 1 of the Act on Special Solutions to Prevent Support for Aggression against Ukraine and to Protect National Security of 13 April 2022,
- 5.3.** The Contractor shall not be subject to exclusion under the circumstances specified in Article 108 Section 1 items 1, 2 and 5 of the PPA if it proves to the Ordering Party that the Contractor has fulfilled all of the following conditions:
- 5.3.1.** it has remedied or undertaken to remedy the damage caused by an offence, minor offence or the Contractor's improper conduct, including in the form of pecuniary damages;
- 5.3.2.** it has comprehensively explained the facts and circumstances connected with an offence, minor offence or the Contractor's improper conduct as well as the damage caused by the Contractor, by actively cooperating with the competent authorities, including law enforcement authorities, or the Ordering Party, as appropriate;
- 5.3.3.** it has taken specific technical, organisational and HR measures appropriate to prevent further offences, minor offences or improper conduct, in particular:
- 5.3.3.1. it has terminated all relations with persons or entities responsible for the Contractor's improper conduct,
- 5.3.3.2. it has reorganised the staff,
- 5.3.3.3. it has implemented a reporting and audit system,
- 5.3.3.4. it has established internal audit structures to monitor compliance with laws, internal regulations or standards,
- 5.3.3.5. it has put in place internal regulations relating to liability and compensation for non-compliance with laws, internal regulations or standards.
- 5.4.** The Ordering Party shall assess whether the actions taken by the Contractor, as referred to in **item 5.3**, are sufficient to demonstrate its reliability, taking into account the severity and special circumstances of the Contractor's act. If the actions taken by the Contractor, as referred to in **item 5.3**, are not sufficient to demonstrate its reliability, the Ordering Party shall exclude the Contractor.
- 5.5.** The Ordering Party shall verify the grounds for exclusion referred to in **item 5.2**, in particular on the basis of:
- 5.5.1.** The list of the Minister competent for the interior, covering persons and entities against whom the measures referred to in Article 1 of the Act on

Special Solutions to Prevent Support for Aggression against Ukraine and to Protect National Security of 13 April 2022 are applied.

5.5.2. The lists specified in Regulation 765/2006 and Regulation 269/2014, and other available records.

5.6. The Contractor may be excluded by the Ordering Party at any stage of the public procurement procedure.

6. Information on the Terms and Conditions of Participation in the Procedure

6.1. Contractors who are not subject to exclusion may apply for the award of the contract.

6.2. The Ordering Party does not specify the conditions for participation in the procedure.

7. Required Statements, Documents, Subjective and Objective Evidence

7.1. Along with the tender (template - Annexe No. 1 to the Terms of Reference) In order to confirm the absence of grounds for exclusion and the fulfilment of the terms and conditions of participation in the procedure, the Contractor shall be obliged to submit:

7.1.1. A statement indicating absence of grounds for exclusion of the Contractor, as provided for in Article 5k of Regulation 833/2014, as amended by Regulation 2022/576, and Article 7 Section 1 of the Act on Special Solutions to Prevent Support for Aggression against Ukraine and to Protect National Security of 13 April 2022 (Dz. U. of 2022, item 835)- (template - **Annexe No. 2 to the Terms of Reference**)

7.1.2. The evidence in question as referred to in **paragraph 7.7** of the of the Terms of Reference - Technical Specifications,

7.1.3. declaration of compliance with the DNSH principle (template – **Annex No. 8 to TOR**).

7.1.4. All documents to be submitted with the tender are indicated **in Chapter 12 of the Terms of Reference.**

7.2. At the request of the Ordering Party - The Ordering Party shall request the Contractor whose tender was given the highest score to submit the following subjective evidence, valid as at the date of its submission, within the set time limit, not shorter than **10 days** from the date of the request:

7.2.1. information from the National Criminal Register, to the extent provided for in Article 108 Section 1 items 1 and 2 of the Act and Article 108 Section 1 item 4 of the Act, regarding a ruled ban on applying for award of public contracts as a punitive measure, prepared no earlier than 6 months prior to its submission;

7.2.2. a statement of the Contractor, to the extent provided for in Article 108 Section 1 item 5 of the PPA, on not belonging to the same group, within the meaning of the Competition and Consumer Protection Act of 16 February 2007 (consolidated text, Dz. U. 2020, item 1076, as amended), with another Contractor that has submitted a separate tender, or a statement on belonging to the same group, along with documents or information

confirming the preparation of the tender independently of the Contractor belonging to the same group, template - **Annexe No. 3 to the Terms of Reference**.

7.2.3. a statement of the Contractor on the validity of the information included in the ESPD form, with regard to the grounds for exclusion from the procedure indicated by the Ordering Party, as referred to in:

- a) Article 108 Section 1 item 3 of the Act,
- b) Article 108 Section 1 item 4 of the Act, concerning the ruled ban on applying for a public contract as a preventive measure,
- c) Article 108 Section 1 item 5 of the Act, regarding entering into an agreement with other contractors, aimed at distorting competition,
- d) Article 108 Section 1 item 6 of the Act,

(template - **Annexe No. 4 to the Terms of Reference**)

7.2.4. The statement referred to in Article 125 Section 1 - the ESPD form (template - **Annexe No. 5 to the Terms of Reference**).

Pursuant to Article 139(2), the Contracting Entity requests the above declaration only from the contractor whose bid has been scored the highest mark.

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

7.3.1. the information from the National Criminal Register referred to in **item 7.2.1.** of the Terms of Reference, the Contractor shall submit information from an appropriate register, such as a court register, or, in the absence of such register, another equivalent document issued by a competent judicial or administrative authority of the country in which the Contractor has its registered office or place of residence, to the extent specified in Article 108 Section 1 items 1, 2 and Section 1 item 4.

7.3.2. The documents referred to in **item 7.3.1** shall be issued no earlier than 6 months prior to their submission,

7.3.3. If in the country in which the Contractor has its registered office or place of residence or where the person to whom the information or document pertains has their place of residence the documents referred to in item 7.2.1 of the Terms of Reference are not issued or if such documents do not refer to all the cases mentioned in Article 108(1)(1), (2) and (4) of the Act, they will be replaced entirely or partly, respectively, by a document containing a statement of the Contractor indicating the person or persons authorised to represent the Contractor or a statement of the person to whom the document pertains made under oath, or if in the country where the Contractor has its registered office or the place of residence or in the country of the place of residence of the person to whom the information or document relates there are no legal provisions regulating statements made under an oath, made before a judicial or administrative authority, a notary, a professional or commercial self-government authority competent for the registered office or place of residence of the Contractor or the place of residence of the person to whom the information or document refers. The time limits given in **item 7.3.2** apply appropriately.

- 7.4.** The Ordering Party may, at any stage of the procedure, request Contractors to submit all or some of the subjective evidence, valid as at the date of its submission, and if there are reasonable grounds to believe that the previously submitted subjective evidence is no longer valid, the Ordering Party may, at any time, request the Contractor or Contractors to submit all or some of the subjective evidence, valid as at the date of its submission.
- 7.5.** The Ordering Party shall not request the Contractor to submit subjective evidence if such evidence may be obtained with the use of free public databases, in particular public registers within the meaning of the Act on Informatisation of the Activity of Entities Performing Public Tasks of 17 February 2005, provided that the Contractor indicated in the statement referred to in Article 125 Section 1 of the PPA the data allowing to access such evidence.
The Contractor shall not be obliged to submit subjective evidence being in the possession of the Ordering Party, if the Contractor indicates such evidence and confirms its accuracy and validity.
- 7.6.** Subjective evidence, objective evidence and other documents or statements, prepared in any language other than Polish or English, shall be submitted along with a translation into Polish or English.

7.7. Objective evidence

7.7.1. The Ordering Party requests that the subject evidence:

7.7.1.1. technical specifications to confirm the offered technical parameters, be submitted together with the offer. The subject evidence submitted by the Contractor must clearly indicate to the Ordering Party that the offered device meets the technical parameters indicated in the description of the subject of the order in **point 3 of the Terms of Reference**.

7.7.1.2. Declaration of compliance with the DNSH principle (template – **Annex No. 8 to the SWZ**)

7.7.2. The technical specification must include in particular:

7.7.2.1. the manufacturer of the device,

7.7.2.2. the model of the device,

7.7.2.3. the technical parameters of the device.

7.7.3. The submitted documentation must contain wording that clearly indicates the product it concerns.

7.7.4. The Ordering Party accepts equivalent subject evidence if it confirms that the offered device meets the requirements specified by the Ordering Party.

7.7.5. The Ordering Party informs that it will not call upon the Contractor to submit or supplement the evidence submitted to confirm compliance with the criteria specified in the description of the bid evaluation criteria or if, despite the submission of the evidence, the bid is subject to rejection or there are grounds for invalidating the procedure.

7.7.6. The Ordering Party accepts the evidence in question prepared in English without translation into Polish.

7.7.7. The Ordering Party may request from the Contractors explanations regarding the content of the evidence in question.

7.7.8. If the evidence submitted with the bid is incomplete, the Ordering Party provides for the possibility of supplementing or submitting it.

7.8. The Single European Procurement Document, i.e. the statement referred to in Article 125 Section 1 of the Act, shall constitute evidence confirming the absence of grounds for exclusion, the fulfilment of the terms and conditions of participation in the procedure as at the date of submission of tenders, temporarily replacing subjective evidence required by the Ordering Party. The statement shall be submitted on a form, in the Polish or English language, prepared in accordance with the standard form set out in Commission Implementing Regulation (EU) 2016/7 of 5 January 2016 establishing the standard form of the Single European Procurement Document (O J EU L 3, 06/01/2016, p. 16), hereinafter referred to as the "ESPD form" (**Annexe No. 5 to the Terms of Reference**).

7.8.1. The principles of completing the ESPD are available at <https://www.gov.pl/web/uzp/jednolity-europejski-dokument-zamowienia>

8. Subcontracting

- 8.1.** The Ordering Party accepts the possibility of subcontracting part of the contract.
- 8.2.** The Ordering Party requires that the Contractor indicate in the tender the part of the contract to be subcontracted and that the names of subcontractors be provided, if they are known.
- 8.3.** If the Contractor does not indicate in the tender the information about the parts of the contract to be subcontracted, the Ordering Party shall consider that the Contractor intends to perform the contract on its own.

9. Relying on the Capabilities and Resources of Entities Providing Resources

- 9.1.** For the purpose of confirmation of the fulfilment of the terms and conditions of participation in the procedure, the Contractor may rely on technical or professional capabilities or financial or economic situation of other entities, without regard to the legal character of the legal relations between the Contractor and such entities.
- 9.2.** With regard to the conditions relating to education, professional qualifications or experience, Contractors may rely on the capabilities of entities providing resources, if these entities perform the services for which such capabilities are required.
- 9.3.** The Contractor that relies on the capabilities or situation of entities providing resources shall submit, along with the tender / request to participate in the procedure, an undertaking of the entity providing the resources to place at the Contractor's disposal the necessary resources for the purpose of performance of a given contract, or any other subjective evidence confirming that, while performing the contract, the Contractor will have at its disposal the necessary resources provided by those entities.
- 9.4.** The undertaking of the entity providing resources, as referred to in **item 9.3**, confirms that the relationship between the Contractor and the entities providing resources guarantees actual access to those resources, and specifies in particular:
 - 9.4.1.** the extent of the resources of the entity providing resources available to the Contractor;

- 9.4.2.** the manner and period of making available to the Contractor and the use by the Contractor of the resources of the entity providing these resources in the performance of the contract;
- 9.4.3.** whether and to what extent the entity providing resources, on whose capabilities the Contractor relies in respect of the terms and conditions of participation in the procedure relating to education, professional qualifications or experience, will perform construction works or services to which the indicated capabilities relate.
- 9.5.** The Ordering Party shall assess whether the technical or professional capabilities made available to the Contractor by the entities providing the resources allow the Contractor to demonstrate the fulfilment of the terms and conditions of participation in the procedure, referred to in Article 112 Section 2 items 3 and 4 of the PPA, and shall also examine whether there are any grounds for exclusion of that entity, provided for in respect of the Contractor.
- 9.6.** If the technical or professional capabilities, economic or financial situation of the entity providing the resources do not confirm the fulfilment by the Contractor of the terms and conditions of participation in the procedure, or there are grounds for exclusion of that entity, the Ordering Party shall request the Contractor to replace that entity with another entity or entities, within the time limit set by the Ordering Party, or to demonstrate that the Contractor fulfils the terms and conditions of participation in the procedure on its own.
- 9.7.** The Contractor may not, after the lapse of the time limit for submitting requests to participate in the procedure, rely on the capabilities or situation of the entities providing resources, if at the stage of submitting requests to participate in the procedure or tenders it did not rely on the capabilities or situation of the entities providing resources to a given extent.
- 9.8.** The Contractor that relies on the capabilities or situation of entities providing resources, in order to demonstrate absence of grounds for exclusion of them and the fulfilment by them, to the extent the Contractor relies on their resources, of the terms and conditions of participation in the procedure, shall submit the ESPD referred to in **item 7.8.** in respect of that entity, signed by that entity/Subcontractor, and a statement of the entity providing resources concerning the grounds for exclusion under Article 5k and Article 7.1 (template - **Annexe No. 2 to the Terms of Reference**)

10. Information for Contractors Jointly Applying for the Award of the Contract

- 10.1.** Contractors may jointly apply for the award of the contract. In such event, the Contractors shall appoint an attorney authorised to represent them in the procedure or to represent them and to conclude an agreement regarding the public procurement. The power of attorney shall be attached to the tender.
- 10.2.** In the event of Contractors jointly applying for the award of the contract:
- 10.2.1.** The condition concerning the licence to conduct a specific economic or professional activity shall be satisfied if at least one of the Contractors jointly applying for the award of the contract has the licence to conduct a specific

economic or professional activity and will perform the services for which such licence is required.

10.2.2. With regard to the conditions relating to education, professional qualifications or experience, Contractors jointly applying for the award of the contract may rely on the capabilities of the contractors that will perform the services for which these capabilities are required.

10.2.3. With regard to the conditions concerning economic and financial situation, they may be fulfilled jointly by the Contractors jointly applying for the award of the contract.

10.2.4. In the event referred to in **items 10.2.1 and 10.2.2**, Contractors jointly applying for the award of the contract shall attach to the request to participate in the procedure or to the tender a statement indicating which services will be performed by individual Contractors.

10.3. In the event of Contractors jointly applying for the award of the contract, the Ordering Party shall examine whether there are grounds for exclusion in respect of each of these Contractors.

10.4. Statements and documents confirming the absence of grounds for exclusion from the procedure shall be submitted by each of the Contractors jointly applying for the award of the contract.

10.5. In the case of Contractors bidding jointly, the JEDZ form referred to in **item 7.8**. Is to be submitted by each of the Contractors jointly applying for the contract. The JEDZ form is to confirm that each of the Contractors applying jointly meets the conditions for participation in the procedure and that there are no grounds for exclusion to the extent that each of the Contractors demonstrates that they fulfil the conditions for participation in the procedure. And a statement of Contractors submitting their bids jointly concerning the prerequisites for exclusion pursuant to Article 5k and Article 7(1) (model - **Attachment 2 to the Terms of Reference**).

11. Information on the Means of Electronic Communication by which the Ordering Party will Communicate with Contractors, and Information on the Technical and Organisational Requirements for Preparing, Sending and Receiving Electronic Correspondence

11.1. In the procurement procedure, communication between the Ordering Party and Contractors shall be carried out with the use of the e-Procurement Platform [*e-Zamówienia*], available at the following address:
<https://ezamowienia.gov.pl>.

11.2. The use of the e-Procurement Platform is free of charge.

11.3. The Ordering Party designates the following persons to contact contractors:

Mr. Dariusz Nicia, phone number (22) 6323628, e-mail address dnicia@unipress.waw.pl

11.4. The address of the procedure website (link leading directly to the procedure on the e-Procurement Platform) is given in section 1 of the Terms of Reference.

Procedures can also be searched for from the homepage of the e-Procurement Platform ("Browse procedures/competitions" button)

- 11.5.** ID of the procedure on the e-Procurement Platform is given in section 1 of the Terms of Reference.
- 11.6.** The Contractor that intends to participate in a public procurement procedure shall have an account for the "Contractor" on the e-Procurement Platform. Detailed information about how to establish accounts and the terms and conditions of use of the e-Procurement Platform are specified in the Regulations of the e-Procurement Platform, available at <https://ezamowienia.gov.pl>, and information available in the "Help Centre" tab.
- 11.7.** It is not necessary to have an account on the e-Procurement Platform or to log in, in order to view and download the public content of the documentation regarding the procedure.
- 11.8.** The manner in which electronic documents or electronic documents being electronic copies of content recorded in paper form (digital reproductions) are prepared must comply with the requirements specified in the Regulation of the President of the Council of Ministers on Requirements for Electronic Documents.
- 11.9.** If electronic documents, provided with the use of means of electronic communication, include any information constituting a business secret within the meaning of the provisions of the Prevention of Unfair Competition Act of 16 April 1993 (Dz. U. of 2020, item 1913, and of 2021, item 1655), then, in order to maintain the confidentiality of such information, the contractor shall submit it in a separate and properly marked file, and the file name shall include the following phrase "Document constituting a business secret".
- 11.10.** Communication as part of the tender procedure, except for the submission of tenders / requests to participate in the procedure, shall be maintained electronically via communication forms available in the "Forms" tab ("Communication Forms"). The "Communication Forms" shall be used, in particular, for the transmission of requests and notices as well as the submission of questions and answers. Communication Forms also allow to attach an attachment to the message ("add an attachment" button).
In the event of attachments that, in accordance with the PPA or the Regulation of the President of the Council of Ministers on Requirements for Electronic Documents, bear a qualified electronic signature, they may be marked, at the option of the contractor / contractor jointly applying for the contract / entity providing resources, with an external or internal signature. Depending on the kind and type of signature (external, internal), previously signed documents with a generated signature file (external type) or a document with an incorporated signature (internal type) shall be added to the transmitted message.
- 11.11.** In order to fully use the "Communication Forms" it is necessary to have a "Contractor" account on the e-Procurement Platform and log into the e-Procurement Platform. In order to use the "Communication Forms" for asking

questions about the content of procurement documents, it is sufficient to have the so-called simplified account on the e-Procurement Platform.

- 11.12. All messages sent and received in the procedure by the contractor may be viewed after logging in the procedure preview in the "Communications" tab.
- 11.13. The maximum size of files sent via the "Communication forms" is 150 MB (this size applies to files sent as attachments to a single form).
- 11.14. The minimum technical requirements for the equipment used to receive the services of the e-Procurement Platform and the information on the connection specifications are specified in the Regulations of the e-Procurement Platform.
- 11.15. In the event of any technical problems and malfunctions relating to the functioning of the e-Procurement Platform, users can use the technical support available at telephone number (22) 458 77 99 or electronically through the form provided on the website <https://ezamowienia.gov.pl> in the "Report a Problem" tab.
- 11.16. In particularly justified cases that make it impossible for the contractor and the Ordering Party to communicate via the e-Procurement Platform, the Ordering Party accepts communication via e-mail to the e-mail address: dnicia@unipress.waw.pl (not applicable to submission of tenders/ requests to participate in the procedure).
- 11.17. The procedure is conducted in

Polish and English.

- 11.18. Oral communication shall be accepted in respect of information that is not material, in particular, information that is not related to the contract notice or contract documents, confirmation of interest, tenders, as long as its content is documented. [Article 61 Section 2 of the PPA]
- 11.19. The Ordering Party shall not be liable for submitting a tender in a manner inconsistent with the Regulations of the e-Procurement Platform.
- 11.20. The Contractor may request the Ordering Party to provide clarifications of the content of the Terms of Reference. The Ordering Party shall provide clarifications without unnecessary delay, but no later than **6 days** prior to the lapse of the time limit for submission of tenders (by making them available on the website of the conducted procedure), provided that the Ordering Party receives the request for clarification of the content of the Terms of Reference no later than **14 days** prior to the lapse of the time limit for submission of tenders. If a request for clarification of the content of the Terms of Reference is not received on time, the Ordering Party shall not be obliged to provide clarifications of the Terms of Reference or to extend the time limit for submission of tenders. Extension of the time limit for submission of tenders shall not affect the running of the time limit for submission of a request for clarification of the content of the Terms of Reference..

12. Description of the Method of Preparing and Submitting Tenders

- 12.1. **The tender submitted by the Contractor shall include:**

- 12.1.1. A completed tender form - template - **Annexe No. 1 to the Terms of Reference**
- 12.1.2. A power of attorney, in the form that complies with the requirement specified in **item 12.6** of the Terms of Reference, if an attorney has been appointed;
- 12.1.3. A copy or information from the National Court Register, the Central Registration and Information on Economic Activity or any other relevant register, in order to confirm that the person acting on behalf of the Contractor is authorised to represent the Contractor, or data allowing to access these documents through free and publicly available databases.
- 12.1.4. A statement indicating absence of grounds for exclusion of the Contractor, as provided for in Article 5k of Regulation 833/2014, as amended by Regulation 2022/576, and Article 7 Section 1 of the Act on Special Solutions to Prevent Support for Aggression against Ukraine and to Protect National Security of 13 April 2022 (Dz. U. of 2022 item 835)- (template - **Annexe No. 2 to the Terms of Reference**)
- 12.1.5. The evidence in question as referred to in **paragraph 7.7** of the Terms of Reference - Technical Specifications,
- 12.1.6. declaration of compliance with the DNSH principle (template – **Annex No. 8 to TOR**)
- 12.1.7. **In the event of Contractors jointly applying for the award of the contract:**
 - 12.1.7.1. a power of attorney to represent them in the procedure or to represent them and to conclude an agreement regarding the public procurement, and the statement under Article 117 Section 4 of the Act, template - **Annexe No. 7 to the Terms of Reference**.
 - 12.1.7.2. The statements and documents confirming the absence of grounds for exclusion from the procedure shall be submitted by each of the Contractors jointly applying for the award of the contract.
- 12.1.8. **In the event of relying on the resources of other entities** in order to demonstrate the absence of grounds for exclusion against them and the fulfilment, to the extent to which the Contractor relies on their resources, of the terms and conditions of participation in the procedure, the Contractor shall submit:
 - 12.1.8.1. the ESPD referred to in **item 7.8.** of the Terms of Reference regarding this entity, signed by this entity/Subcontractor,
 - 12.1.8.2. A statement on the grounds for exclusion under Article 5k and Article 7 Section 1 (template - **Annexe No. 2 to the Terms of Reference**).
- 12.2. The Contractor may only submit one tender.
- 12.3. The Contractor shall submit a tender in electronic form for its validity, bearing a qualified electronic signature. The tender shall be prepared in

Polish or English,

in generally available data formats, in particular: .txt, .rtf, .pdf, .doc, .docx, .odt. For the purpose of the preparation of the tender, it is recommended to use the

Tender Form, which forms **Annexe No. 1 to the Terms of Reference**. If the Contractor does not use the template of the Tender Form prepared by the Ordering Party, the tender shall include all the information required in the template.

12.3.1. The offer must be signed with a qualified electronic signature.

The qualified electronic signature meets the requirements described in Article 26 of the "Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC" (eIDAS):

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32014R0910>

A qualified electronic signature can be purchased from a qualified trust service provider. The list of providers is available on the website:

<https://eidas.ec.europa.eu/efda/trust-services/browse/eidas/tls>

Please select "Search by type" and select "Qualified certificate for electronic signature"

12.4. The tender shall be signed by the person(s) authorised to represent the Contractor.

12.5. If the Contractor is represented by a person whose authority to represent the Contractor does not arise from the registration documents (such as an entry into the National Court Register, Central Registration and Information on Business or any other relevant register), the Contractor shall attach a power of attorney to the tender.

12.6. The power of attorney to submit a tender or the statement referred to in Article 125 Section 1 of the Act shall be provided in electronic form and bear a qualified electronic signature.

12.7. If the power of attorney for the submission of a tender or the statement referred to in Article 125 Section 1 of the Act was prepared as a document in paper form and bears a handwritten signature, there shall be submitted a digital reproduction bearing a qualified electronic signature, confirming the conformity of the digital reproduction with the document in paper form. The digital reproduction of the power of attorney shall confirm the correctness of the authorisation as at the date of submission of the tender or the statement referred to in Article 125 Section 1 of the Act.

12.8. **The Contractor shall prepare a tender with the use of "Annexe No. 1 to the Terms of Reference - Tender of the Contractor ", made available by the Ordering Party on the e-Procurement Platform.**

12.9. **The Contractor shall download "Annexe No. 1 to the Terms of Reference...", save it on the user's computer disk, complete the other data required by the Ordering Party and sign it with a qualified electronic signature.**

12.10. **The Contractor shall submit a tender with the use of the "Tenders/Requests" tab, visible in the procedure preview after logging into the Contractor's account. After selecting the "Submit a tender" button, the system presents a tender**

submission window that allows to send electronic documents, with two drag&drop fields for adding files.

12.10.1. If the "submit an offer" button is not visible, follow the instructions:

<https://ezamowienia.gov.pl/pl/uprawnienia-wykonawcy/>

12.11. The Contractor shall add Annexe No. 1 to the Terms of Reference "...", selected from the disk and previously signed in the first field ("Completed Tender Form" **In this field, only this one file, preferably in PDF format**). In the next field ("Attachments and other documents submitted in the tender by the Contractor"), the contractor shall add the other files constituting the tender or submitted together with the tender.

The Ordering Party does not provide an interactive tender form on the e-Procurement platform and the following message that appears when submitting a tender should be ignored:

"The procedure does not have a published form for this stage of the procedure. The file 'file name.pdf' is not a valid interactive form generated on the Platform."

12.12. If the contractor submits along with the tender any information constituting a business secret within the meaning of the Prevention of Unfair Competition Act of 16 April 1993 (consolidated text, Dz. U. of 2019, item 1010, as amended), then, in order to maintain the confidentiality of such information, the contractor shall submit it in a separate and properly marked file, and the file name shall include the following phrase "Document constituting a business secret".

Trade secrets must be separated from the offer in such a way that it is possible to make the offer available without this secret, together with all attachments in the form of files that were provided to the ordering party (i.e. without their modification or change of form), so that it is also possible to verify the signature with which the documents were affixed).

Both the attachment constituting a business secret and the justification for treating it as a business secret shall be added in the field "Attachments and other documents presented in the tender by the Contractor".

Along with the provision of information stipulated as a business secret, the Contractor shall be obliged to demonstrate the compliance with the prerequisites specified in Article 11 Section 2 of the Prevention of Unfair Competition Act of 16 April 1993. The stipulation by the Contractor of a business secret without a statement of grounds shall be treated by the Ordering Party as ineffective, due to the Contractor's failure to take, while observing due diligence, measures aimed at maintaining the confidentiality of the information covered by the clause in accordance with Article 18 Section 3 of the Act.

12.13. The tender form shall be signed with a qualified electronic signature. The recommended signature option is the internal type. It is also possible to sign the tender form with an external signature, but in such event the resulting separate signature file for this form shall be attached in the field "Attachments and other documents presented in the tender by the Contractor".

Other documents included in the tender or submitted along with the tender, bearing a qualified electronic signature, may be signed, at the option of the contractor, with an external or internal signature. Depending on the kind and type of signature (external, internal), previously signed documents with a generated signature file (external type) or a document with an incorporated signature (internal type) shall be added in the field "Attachments and other documents

presented in the tender by the Contractor". In the event of transmission of an electronic document in a format that compresses the data, affixing a qualified electronic signature to a file containing compressed documents is equivalent to affixing a qualified electronic signature to all documents contained in the file.

- 12.14.** The system checks whether the submitted files are signed and automatically encrypts them, of which the contractor is informed. Confirmation of the time of transmission and receipt of a tender is available in the Electronic Proof of Transmission (EPT) and Electronic Proof of Receipt (EPR). The EPT and EPR are available to the logged-in Contractor in the "Tenders/Requests" tab.
- 12.15.** The tender may only be submitted until the lapse of the time limit for submission of tenders.
- 12.16.** A contractor may withdraw a tender before the lapse of the time limit for submission of tenders. A tender may be withdrawn in the "Tenders/Requests" tab with the use of the "Withdraw a tender" button.
- 12.17.** The maximum total size of files constituting a tender or submitted with a tender is 250 MB.

13. Requirements Applicable to the Tender Guarantee

The Ordering Party does not require Contractors to pay a tender guarantee.

14. Time Limit for Submission, the Date of Opening Tenders and Tender Validity Period

- 14.1.** The time limit for submission of tenders shall lapse on **02/12/2025 11.00 a.m.**
- 14.2.** The opening of tenders shall take place on **02/12/2025, 12.00 p.m.**
- 14.3.** The Contractor shall be bound by the tender for **90 days** from the lapse of the time limit for submission of tenders i.e. **until 01/03/2025**. The first day of the tender validity period shall be the date on which the time limit for submission of tenders lapses.
- 14.4.** In the event that the best tender is not selected prior to the lapse of the tender validity period specified in the contract documents, the Ordering Party shall, before the lapse of the tender validity period, request the Contractors once to consent to the extension of this period, for the period indicated by the Ordering Party, which shall not exceed 60 days.
- 14.5.** Bids will be opened without the presence of contractors.
Immediately after the opening of bids, the Contracting Entity will make the following information available on the website of the conducted procedure:
 - 14.5.1.** names or first names and last names as well as registered offices or places of business or residence of the contractors whose bids have been opened;
 - 14.5.2.** prices or costs offered in the bids
- 14.6.** The extension of the tender validity period referred to in **item 14.3** shall require the submission by the Contractor of a written statement on its consent to the extension of the tender validity period.
- 14.7.** If the tender validity period lapses prior to the selection of the best tender, the Ordering Party shall request the Contractor whose tender was given the highest score to consent in writing to the selection of its tender, within the time limit set by the Ordering Party. If no consent is given, the Ordering Party shall request the contractor whose tender was given the second highest score for such consent, unless there are grounds for cancellation of the procedure.

- 14.8.** A tender submitted after the lapse of the time limit specified in **item 14.1** shall be rejected pursuant to Article 226 Section 1 item 1 of the Act.
- 14.9.** The Contractor may change or withdraw the offer before the deadline for submitting offers. The rules for withdrawing or changing the offer are described in the interactive instructions:
<https://media.ezamowienia.gov.pl/pod/2022/07/Oferty-5.2.1.pdf> .
- 14.10.** The Contractor may not effectively withdraw a tender or amend the content of the tender after the lapse of the time limit for submission of tenders.
- 14.11.** The Ordering Party shall make available, on the website of the conducted procedure, information on the amount it intends to spend on financing the contract, no later than before the opening of tenders.

The Ordering Party will provide the amount in PLN and EURO.

The Ordering Party will convert the EURO according to the average exchange rate on the business day preceding the opening of the offers, calculated and announced by the National Bank of Poland.

- 14.12.** If the opening of tenders is carried out with the use of the ICT system, in the event of a malfunction of the system that makes it impossible to open tenders on the date set by the Ordering Party, the opening of tenders shall take place without unnecessary delay after the malfunction is remedied. The Ordering Party shall notify of the change of the tender opening date on the website of the conducted procedure.

15. Method of Calculating the Price

- 15.1.** The tender price represents the contractual value for the performance of the subject matter of the contract in full.
- 15.2.** Taking into account all the requirements specified in the Terms of Reference, the Contractor shall include in the gross price all costs necessary for the proper and complete performance of the subject matter of the contract, in accordance with the terms and conditions of the contract.
- 15.3.** The prices indicated by the Contractor shall be stated in

Polish zloty (PLN) or euro (EUR)

in digits, rounded to two decimal places. The rounding rule is as follows: below 5 - the amount shall be rounded down, 5 or above - the amount shall be rounded up.

- 15.4.** Settlements between the Contractor and the Ordering Party shall be made in

Polish zloty (PLN) or euro (EUR)

- 15.5.** For the purpose of the evaluation of the tender whose selection would result in the tax obligation under the goods and services tax regulations, the Ordering Party shall assume the price increased by VAT. At the same time, the

Ordering Party informs that in the event referred to in the preceding sentence, the Contractor's remuneration under the agreement and gross tender prices shall be reduced by the value of goods and services tax which the Ordering Party would have to settle in accordance with applicable laws and regulations.

15.6. Payment to the Contractor's account shall be made as follows:

15.6.1. in one tranche:

15.6.1.1. 100% of the gross contract value, after the delivery of the Subject Matter of the Agreement and after the technical acceptance, payable by bank transfer within 30 days on the basis of an original correctly issued invoice;

15.7. Additional information on payment is available in **Annexe No. 6 to the Terms of Reference.**

16. Description of the Criteria for Evaluation of Tenders, together with Specification of the Weights of these Criteria and the Method of Evaluation of Tenders

16.1. At the time of selecting the best tender, the Ordering Party shall be guided by the following criteria, with their respective weights assigned as follows:

16.1.1. Criterion Gross offer price (KC):

Criterion weight 60%

16.1.2. Quality Criteria (QC):

16.1.2.1. Technical Evaluation – maximum magnetic field intensity at room temperature

Criterion weight: 15%

Magnetic field intensity at room temperature:

Min. 0.9 T (DC mode) and min. 0.6 T (RMS, AC mode).

Bid evaluation criteria:

-0.9-1.2 T (DC mode) and 0.6-0.9 T (RMS, AC mode) at room temperature - 0 points

-1.2 T - 1.6 T (DC mode) and 0.9 T - 1.1 T (RMS, AC mode) at room temperature - 7.5 points

- above 1.6 T (DC mode) and above 1.1 T (RMS, AC mode) at room temperature - 15 points

16.1.2.2. Technical Evaluation – Maximum Measurement Temperature

Criterion Weight: 15%

Maximum operating temperature: min. 300 K for the cryostat and min. 1000 K for the furnace

Bid evaluation criteria:

- 300 K for the cryostat and 1000 K for the furnace – 0 points

- 400 K for the cryostat or 1273 K for the furnace – 7.5 points
- 400 K for the cryostat and 1273 K for the furnace – 15 points

16.1.2.3. Warranty Period

Criterion Weight: 10%

Minimum 12 months

Bid evaluation criteria:

12 months - 0 points,

12 - 23 months - 5 points

At least 24 months - 10 points

16.2. Method of calculating points in respect of each criterion:

16.2.1. Gross tender price criterion

Points will be calculated with the accuracy to two decimal places.

$$KC = (C_{min} : C_x) \times 100 \times 60\%$$

where:

C - the gross tender price criterion indicator in points, 1% = 1 point

C_{min.} - the lowest gross tender price in EUR from the tenders subject to evaluation;

C_x - the gross price in EUR of the evaluated tender.

16.2.2. Points in the Quality Criteria (KJ) will be awarded according to the following principles:

16.2.2.1. only offers that meet the minimum requirements specified in the description of the subject of the order will be taken into account when awarding and calculating points;

16.2.2.2. if the Contractor offers an object of the order that does not meet the minimum requirements specified in the description of the subject of the order, the Ordering Party will reject the offer pursuant to art. 226 sec. 1 item 5 of the Act;

16.2.2.3. the number of points in a given quality criterion is the number of points obtained from the offer form.

16.3. The Ordering Party shall consider the best tender to be the tender that obtains the highest total score in all criteria. The total score of a tender is the sum of the points obtained under each criterion. The Ordering Party shall calculate the total score of the evaluated tenders based on the following formula:

$$O = KC + KJ$$

where:

O - the tender evaluation indicator in points,
KC - the gross tender price criterion indicator in points,
KJ - sum of points obtained from quality criteria.

- 16.4.** The Ordering Party shall round the points to two decimal places in each indicator. The rounding rule applies to the third decimal digit as follows: below 5 - the result shall be rounded down, 5 and above - the result shall be rounded up.
- 16.5.** If it is not possible to select the best tender because two or more tenders present the same balance of price and other tender evaluation criteria, the Ordering Party shall select from among these tenders the tender that received the highest score in the criterion of the highest weight.
- 16.6.** If tenders receive the same score in the criterion of the highest weight, the Ordering Party shall select the tender with the lowest price.
- 16.7.** If it is not possible to select a tender in the manner referred to in **item 16.6**, the Ordering Party shall request the Contractors who submitted such tenders to submit additional tenders containing a new price or cost, within the time limit set by the Ordering Party.
- 16.8.** When submitting additional tenders, the Contractors may not offer higher prices or costs than the ones offered in the tenders submitted earlier.

17. Information regarding the Performance Bond

- 17.1.** The Ordering Party shall not require the Contractor whose tender is selected as the best one to provide a performance bond.

18. Information about the Formalities that shall be Satisfied after the Selection of a Tender for the Purpose of Concluding an Agreement regarding the Public Procurement

- 18.1.** The draft provisions of the agreement, including information on payments, constitute **Annexe No. 6 to the Terms of Reference**.
- 18.2.** Without unnecessary delay after selecting the best tender, the Ordering Party shall simultaneously inform the Contractors who submitted tenders of:
- 18.2.1.** Selection of the best tender, by stating the business name or full name, registered office or place of residence, if it is the place of business of the Contractor whose tender was selected, and the business names or full names, registered offices or places of residence, if they are the places of business of the Contractors who submitted tenders, as well as the score awarded to the tenders in each tender evaluation criterion and the total score.
- 18.2.2.** Contractors whose tenders were rejected, by stating the factual and legal reasons.
- 18.3.** The Ordering Party shall, without unnecessary delay, make the information referred to above available on the website of the conducted procedure.
- 18.4.** If a tender of Contractors jointly applying for the award of the contract is selected, the Ordering Party may require a copy of the agreement governing the cooperation of these Contractors, before the conclusion of the agreement regarding the public procurement.
- 18.5.** The Ordering Party shall notify the selected Contractor of the date of signing the agreement regarding the public procurement.

- 18.6.** The Ordering Party shall conclude an agreement regarding the public procurement within no less than **10 days** from the date of sending the notice of tender selection if the notice was sent with the use of electronic means of communication, or **15 days** if the notice was sent with the use of other means of communication.
- 18.7.** The Ordering Party may conclude an agreement regarding the public procurement before the lapse of the time limit referred to in **item 18.6** if only one tender was submitted in the procurement procedure conducted in the basic form.
- 18.8.** If the Contractor whose tender was selected as the best one refrains from entering into an agreement regarding the public procurement or fails to provide the required performance bond, the Ordering Party may re-examine and re-evaluate the tenders from among the tenders of the other Contractors submitted in the procedure and select the best tender or cancel the procedure.
- 18.9.** Prior to signing the agreement, the selected Contractor shall provide the Ordering Party with the information required to be included in the text of the agreement (e.g. full names of authorised persons who will represent the Contractor at the time of signing the agreement).
- 18.10.** No later than on the date of signing the contract, the Contractor shall submit the documents referred to in point 3.1 of this ToR.

19. Information on Legal Remedies Available to the Contractor

- 19.1.** The Contractor and any other entity shall be entitled to the remedies specified in Section IX of the Act if it has or has had an interest in being awarded with a contract and has suffered or may suffer damage as a result of the Ordering Party's breach of the provisions of the Act.

20. Information Clause regarding the Processing of Personal Data

- 20.1.** Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (O J E U L 119, p. 1), hereinafter referred to as the "GDPR", effective from 25 May 2018, please be kindly informed that:
- 20.1.1.** The controller of your personal data is the INSTITUTE OF HIGH PRESSURE PHYSICS OF THE POLISH ACADEMY OF SCIENCES, with its registered office in Warsaw at the following address: 01-142 Warszawa, ul. Sokołowska 29/37 (hereinafter referred to as the "IHPP PAS").
- 20.1.2.** You may contact the Data Protection Officer by e-mail to: rodo@unipress.waw.pl
- 20.1.3.** Your personal data will be processed for the purpose of:
- 20.1.3.1. conducting the procurement procedure;
 - 20.1.3.2. selecting a contractor and awarding a public contract by means of concluding an Agreement;
 - 20.1.3.3. storing the documentation of the public procurement procedure, to be used in the event of any inspection conducted by authorised bodies and entities;

- 20.1.3.4. providing the documentation of the public procurement procedure to the archives, and then its disposal (permanent removal and destruction); in terms of: ordinary data - full name, position, place of work and professional qualifications required to fulfil the conditions of participation in the procedure / performance of the Agreement, and in the event of submission of a power of attorney, statements and other documents - personal data contained therein;
- 20.1.4.** The legal basis for the processing by the IHPP PAS of your personal data is Article 6(1)(c) and (f) of the GDPR, save that the IHPP PAS indicates as its legitimate interest the necessity to conduct the procurement procedure;
- 20.1.5.** The recipients of your personal data will only be the entities authorised to obtain personal data under the applicable laws and regulations and contractors cooperating with the IHPP PAS, in particular, processors that process personal data under the concluded agreements,
- 20.1.6.** Personal data may be transferred to a country outside the European Economic Area (a third country) or an international organisation within the meaning of the GDPR, as part of an authorisation to carry out the processing of personal data or sharing personal data under the applicable laws and regulations, and, always after fulfilment of one of the following conditions:
- 20.1.6.1. The European Commission has determined that this third country or international organisation provides an adequate level of protection for personal data, according to Article 45 of the GDPR,
- 20.1.6.2. the third country or international organisation provides adequate safeguards and offers enforceable rights of data subjects and effective legal remedies, in accordance with Article 46 of the GDPR,
- 20.1.6.3. in the case referred to in the second paragraph of Article 49(1) of the GDPR, the data will then be adequately secured and the Contractor has the right to access a copy of such security measures at the previously indicated email address for contacting the Data Protection Officer;
- 20.1.7.** Your personal data will be stored in accordance with the applicable laws and regulations, during the period of conducting the public procurement procedure, the performance of the Agreement, and for the period during which the IHPP PAS pursues the purposes arising from the legitimate interests of the controller that are related to the subject matter of the Agreement or obligations arising from generally applicable laws and regulations.
- 20.1.8.** The IHPP PAS kindly informs you that you have the right to request access to your personal data, rectification of your personal data, erasure or restriction of processing, or to object to processing, as well as the right to data portability;
- 20.1.9.** In the event that it would take a disproportionate amount of effort to fulfil your request for access to and restriction of processing of your personal data, the Ordering Party may require you to indicate additional information in order to clarify your request;
- 20.1.10.** You have the right to lodge a complaint with the supervisory authority, being the President of the Personal Data Protection Office;
- 20.1.11.** The IHPP PAS will not carry out automated decision-making, including profiling, on the basis of the personal data provided by you.
- 20.1.12.** The Contractor undertakes to notify, on behalf of the Ordering Party, all natural persons directed on part of the Contractor to perform the Contract

and natural persons conducting economic activity, designated by the Contractor as a subcontractor, whose personal data are included in the submitted tender or any attachment or document submitted in the procurement procedure, of:

20.1.12.1. the provision of personal data to the Ordering Party;

20.1.12.2. the processing of personal data by the Ordering Party.

20.1.13. The Contractor undertakes, under Article 14 of the GDPR, to perform, on behalf of the Ordering Party, the information obligation towards the persons referred to in paragraph (12) by providing them with the content of the information clause referred to in this Annexe and, at the same time, by indicating to such persons the Contractor as the source of origin of the personal data that will be available to the Ordering Party.

21. List of Annexes to the Terms of Reference:

21.1. Annexe No. 1 to the Terms of Reference - Tender of the Contractor

21.2. Annexe No. 2 to the Terms of Reference - Statement on the grounds for exclusion under Article 5k and Article 7 Section 1

21.3. Annexe No. 3 to the Terms of Reference – Statement on being a member of a group (Attachment submitted at the request of the Ordering Party)

21.4. Annexe No. 4 to the Terms of Reference - Statement on the validity of the information included in the ESPD form (Attachment submitted at the request of the Ordering Party)

21.5. Annexe No. 5 to the Terms of Reference - European Single Procurement Document ESPD (Attachment submitted at the request of the Ordering Party)

21.6. Annexe No. 6 to the Terms of Reference - Draft provisions of the agreement

21.7. Annexe No. 7 to the Terms of Reference - Statements of Contractors jointly applying for the award of the contract

21.8. Annex No. 8 to TOR EU DNSH Contractor's declaration

22. Templates of attachments submitted at the request of the Ordering Party:

Template - Annexe No. 3 to the Terms of Reference

Ordering Party:

The Institute of High Pressure
Physics of the Polish Academy of
Sciences [*Instytut Wysokich Ciśnień
Polskiej Akademii Nauk*],
ul. Sokołowska 29/37,
01-142 Warszawa

Case no.

Procedure:

Contractor:

.....

(full name / business name, address, NIP (Tax Identification Number) / KRS (National Court Register) entry number / CEiDG (Central Registration and Information on Business) entry number, as appropriate)

represented by:

.....

(full name, position / basis for representation)

The Contractor's statement

on belonging or not belonging to the same group

For the purpose of the public procurement procedure conducted by the Institute of High Pressure Physics of the Polish Academy of Sciences, I state as follows:

☐ **I do not belong to the same group** within the meaning of the Competition and Consumer Protection Act of 16 February 2007 (Dz. U. of 2020, items 1076 and 1086), as referred to in Article 108 Section 1 items 5 and 6 of the PPA, with another Contractor that submitted a separate tender in the afore-mentioned procedure,

☐ **I belong to the same capital group** within the meaning of the Competition and Consumer Protection Act of 16 February 2007 (Dz. U. of 2020, items 1076 and 1086), as referred to in Article 108 Section 1 items 5 and 6 of the PPA, with another Contractor that submitted a separate tender in the afore-mentioned procedure, and I attach documents/information²⁾ confirming the preparation of the tender in the afore-mentioned procedure independently of another Contractor belonging to the same group;

The document shall be completed and signed with a qualified electronic signature
The Ordering Party recommends saving the document in PDF format.

Template - Annexe No. 4 to the Terms of Reference

Ordering Party:

The Institute of High Pressure
Physics of the Polish Academy of
Sciences [*Instytut Wysokich Ciśnień
Polskiej Akademii Nauk*],
ul. Sokołowska 29/37,
01-142 Warszawa

Case no.

Procedure:

Contractor/subcontractors¹:

.....

(full name / business name, address, NIP (Tax Identification Number) / KRS (National Court Register) entry number / CEiDG (Central Registration and Information on Business) entry number, as appropriate)

represented by:

.....

(full name, position / basis for representation)

Statement of the Contractor/subcontractor¹ on the validity of the information contained in the ESPD form

For the purpose of the public procurement procedure conducted by the Institute of High Pressure Physics, I state that the information contained in the ESPD form regarding the grounds for exclusion from the procedure indicated by the Ordering Party, referred to in:

- 1) Article 108 Section 1 item 3 of the Act,
- 2) Article 108 Section 1 item 4 of the Act, concerning the ruled ban on applying for a public contract as a preventive measure,
- 2) Article 108 Section 1 item 5 of the Act, regarding entering into an agreement with other contractors, aimed at distorting competition,
- 3) Article 108 Section 1 item 6 of the Act,

- is valid

¹ cross out where not applicable; if no crossing out is done, the Ordering Party will assume that the annex is submitted by the Contractor on his own behalf - unless otherwise stated in the submitted documents.

**The document shall be completed and signed with a qualified electronic signature
The Ordering Party recommends saving the document in PDF format.**