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BOS/30/NZ/20

**EXTENSION OF THE COMPETENCE CENTER FOR THE DEVELOPMENT OF
HYBRID, ELECTRICAL AND ALTERNATIVE MOTOR VEHICLES**

CPV 38540000-2

Machinery and test equipment

TERMS OF REFERENCE (ToR -Polish SIWZ)

for the public procurement procedure carried out by

OPEN TENDERING PROCEDURE FOR AMOUNTS BELOW THE QUOTE DEFINED IN THE REGULATION ISSUED ON THE BASIS OF ARTICLE 11.8 OF THE ACT PUBLIC PROCUREMENT LAW - ACT OF 29 JANUARY 2004 referred to as the Act in the text of the ToR

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Contain: 37 pages and 8 attachments

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§1. TENDERING PROCEDURE

1. The procedure is conducted by means of an open tender on the basis of art. 10 (1) together with art. 39 – 46 of the Act of January 29th 2004 Public Procurement Law (consolidated text.: Journal of Laws. year 2019 r. item 1843 with fur. Changes) – called then PPL, and executive acts. In case of any doubts as to whether the disputes in the course of the procedure or the execution and acceptance of the subject matter of the contract, rights under the guarantee or warranty shall be governed by the regulations and requirements applicable in Poland.
2. The procedure shall be conducted in accordance with the rules laid down for contracts with a value equal or higher than the amount specified in the provisions issued pursuant to Article 11 (8) of the PPL. In case of doubts as to whether there are no appropriate solutions contained in the contents of the ToR or annexes, the contractor should assume that the provisions of the Act on the PPL and executive acts are binding in this proceeding or in the performance of the contract.
3. The procedure is conducted in accordance with the rules for the so-called „reverse procedure” referred to in art. 24 (1 and 2) referred to at art. 24aa (1) and (2) PPL pursuant to the aforementioned provisions, the Contracting authority shall first evaluate tenders and then examine whether the Contractor whose tender has been assessed as the most advantageous is not subject to exclusion and meets the conditions for participation in the procedure.

§2. SUBJECT MATTER OF THE ORDER

1. The subject matter of the order is two, new, dynamic braking stations with equipment dedicated for research and development, also for approval measures for testing and simulating Heavy Duty (HD) and Light Duty (LD) internal combustion engines fueled by gasoline, diesel, LPG gas, CNG, synthetic fuels and biofuels with a maximum power rating 560Kw (HD) and 450Kw (LD). In addition, station has to enable hybrid power train tests with electric motor power 250Kw. Tested engines will be operated in states as follows: steady, transient and dynamic.
2. The subject matter of the order is a complete set of parts which includes:
 - 2.1 Equipment for dynamic braking station LD/HD:
 - 2.1.1. dynamic engine brake (asynchronous electric machine) together with torque and speed measurement function, and function of controlling those parameters;
 - 2.1.2. driving shafts, which are connection between brake and tested engines; together with the covers;
 - 2.1.3. conditioning device, providing fuels with the set parameters;
 - 2.1.4. fuel flow measurement device;
 - 2.1.5. universal measuring modules (voltage, intensity, temperature, pressure) together with output modules;
 - 2.1.6. air flow measurement device;
 - 2.1.7. crankcase blow-by measurement device;
 - 2.1.8. automatic testing and data acquiring system, with complete software;
 - 2.1.9. possibility to switch off engine, without switching of ignition;
 - 2.1.10. controlling software in compliance with drive-by-wire;
 - 2.1.11. engine braking station tooling which consist: electricity supply, control cabinets, engine dynamometer, bench controllers, interface for existing and planned additional measuring equipment, mechanical and other components.

2.2 Equipment for hybrid braking station:

- 2.2.1 electric battery simulation device, together with battery models (open source) and operating panel;
- 2.2.2 power measurement device;
- 2.2.3 hybrid engine speed and rotor position measurement device;
- 2.2.4 automatic testing and data acquiring system, with complete software;
- 2.2.5 controlling software in compliance with drive-by-wire;
- 2.2.6 station tooling which consist: electricity supply, control cabinets, engine dynamometer bench controllers, interface for existing and planned additional measuring equipment, mechanical and other components.

3 Description and technical parameters

3.1 HD Engines test cell equipment description.

3.1.1 Basic parameters of load system for dynamic engine brake HD:

- a. nominal torque at 3000Nm;
- b. nominal power in generator mode at 560Kw (continuous mode);
- c. dynamic engine brake has to cooperate with internal combustion engines with inertia rotary moment from 0,4[kg×m²]. The Contractor declares the minimum value of the inertia torque, with which the offered brake can operate (technical evaluation criteria);
- d. brake performance for drive mode, should be at least at 90% of this device working at generator mode;
- e. maximum torque at 4500 rot/min;
- f. absolute encoder with 2,048 pulses/revolution for angular position control (Hybrid Testing)
- g. dynamometer protection class IP 23 or better.
- h. if required an intermediate frame for the load system should be included, to reach an axle height of 750mm from the base plate (base plate is part of BOSMAL delivery)
- i. the accuracy of the measuring system should be given as shown below and meet the following requirements:
 - torque: < ±0,05% of full scale;
 - speed: ±1 rpm,
- j. the time response of the torque and speed measurement paths should be less than 3 ms;
- k. the dynamic motor brake overload capacity should be at least 20% (minimum 60 s);
- l. bearing temperatures and motor windings should be monitored;
- m. zero torque simulation should be provided for tests on hybrid solutions;
- n. the device should be capable of operating at an ambient temperature of 5 to 40°C;
- o. the device is to be capable of operating at an ambient humidity of at least 95% (non-condensing);
- p. power cables between power cabinet and dyno length 20 m
- q. set of signal cables between automation system, converter and dyno length 25m
- r. power supply for converter 3 x 400V ±10% and 50Hz ±5%

- s. converter safety level acc. EN ISO 13849-1, Performance level d.
- t. the dyno should be operated with safely limited speed when entering the test cell.
- u. the torque measuring system is to be calibrated using a lever and a set of weights.

3.1.2 The requirements for drive shafts constituting the connection between the brake and the tested engine are as follows:

- a. shaft no.1 shall fit the largest engines that can be tested on that cab;
- b. shaft no.2 shall match the smallest engines that can be tested in the cab.

3.1.3 The fuel conditioning device shall prepare the specified fuel. The technical requirements for this device are as follows:

- a. the device shall be capable of maintaining a fuel temperature between 10 and 80 °C (at a flow of 0 and 125 kg/h);
- b. fuel circulation capacity at least 450 l/h
- c. temperature stability to be at least $\pm 0,02C$;
- d. the device shall be capable of maintaining a fuel pressure of at least 0,5 to 7 bar (absolute scale) to within ± 10 mbar;
- e. engine return pressure in the range of 0,1 to 0,5bar (relative pressure) should be supported.
- f. the device should be capable of conditioning biofuels and synthetic fuels (alcohols, bio-components).

3.1.4 The fuel gauge should meet the following requirements:

- a. measuring range of at least 0 to 125 kg/h;
- b. systematic uncertainty of the device $\leq 0.12\%$;
- c. types of acceptable fuels are: petrol (additive up to 100% alcohol), diesel (additive up to 100% bio-components);
- d. measurement frequency at least 20 Hz;
- e. measurement track response time (T10-T90) of 125 ms or less.

3.1.5 Universal measuring modules meet the following requirements:

- a. pressure measuring modules placed in a boom-box, meeting the industrial requirements -see Table 1.

Table.1 Pressure measuring module- channel spec.

L.p.	Chanel measuring range	Qty (pcs)
1	± 300 mbar	3
2	$-1 \div 1$ bar	8
3	$-1 \div 5$ bar	8
4	$0 \div 10$ bar	11
5	$0 \div 40$ bar	1
6	$0,8 \div 1,2$ bar (absolute scale- barometric sensor)	1

- b. Boom-box temperature measurement modules that meet industry specifications - see Table 2.

Table 2. Temperature measuring module- channel spec.

L.p.	Channel measuring range	Qty (pcs.)
1	PT100	16
2	TC (type K)	16

- c. Multi-purpose boom-box measurement modules that meet industrial specifications - see Table 3.

Table 3. Universal measuring module – channel spec.

L.p.	Channel measuring range	Qty (pcs.)
1	intensity 0/4 ÷ 20mA	8
2	voltage 0 ÷ 10VDC	8

- d. Universal boom-box and cabinet-mounted output modules suitable for industrial use, see Table 4.

Table 4. Universal output module - channel spec.

L.p.	Output type	Qty(pcs)
1	digital potential-free or 24VDC	24
2	analogue +/-20mA, 0-10VDC	16
3	frequency	4

- e. Universal input modules located in the boom-box and in the control cabinet, corresponding to industrial requirements - see Table 5.

Table 5. Universal input module – channel spec.

L.p.	Input type	Qty(pcs)
1	Digital input up to 24V DC	24

- f. The sampling rate for the sensors listed in Table 1 and Table 3 shall be at least 200 Hz.

3.1.6 The air flow measurement device shall meet the requirements:

- a. a measuring range between 100 and 2500 kg/h;
- b. a time response of less than 20 ms;
- c. accuracy +/- 1% of the measuring range;
- d. temperature of the measured air in the range from -20 to 80 °C;
- e. maximum length of the measuring head including intake tube less than 1 m.

3.1.7 The crankcase blower measurement device shall meet the following requirements:

- a. measuring range between 10 and 300 l/min;
- b. an accuracy of +/- 1% of the measuring range;
- c. type of outputs: +/- 10 V, 4-20 mA, RS232, CAN bus;
- d. 24VDC supply;
- e. temperature range from 0 to 50 °C;
- f. humidity range from 10 to 80% rH.

3.1.8 The test and data acquisition automation system including software shall meet the following requirements:

- a. the automation system being a part of the dynamometer station shall enable measurements of all parameters of the tested engine, data acquisition, control and execution of typical engine tests. The system should be prepared for automated conversion of the necessary data and engine parameters;
- b. The following components should be included, as a minimum, in the automation, control and simulation package:
 - operating control cabinet
 - automation Hardware
 - automation Software
 - I/O Configuration

- post processing software
 - c. the recorded parameters should be recorded continuously in an acquisition system with a minimum frequency of 100 Hz;
 - d. the automation system should be equipped with a minimum of sixteen PID controllers to control the motor power supply media (e.g. water supply, charge air and oil parameters);
 - e. the software should be installed on a PC integrated in a 19" industrial standard housing. The PC should be equipped with two hard disks for parallel recording for continuous and secure data archiving and a DVD-RW optical drive. The PC should be equipped with an Ethernet network card and at least Windows 10;
 - f. the system should be equipped with a minimum of two LCD monitors with a diagonal measurement of at least 21" and a UPS backup power supply for the PC. The UPS system should be supplied in a 19" enclosure integrated into the control cabinet;
 - g. the software package for graphical evaluation and processing of data, presentation of results, generation of documentation, graphs, tables and protocols, and export and archiving of data should be installed and implemented in the automation system;
 - h. each of the minimum 5 recorders should be equipped with at least 2500 channels;
 - i. limit Monitoring of 1000 channels minimum
 - j. formula calculation 1 kHz at least 1000 channels
 - k. the system should provide measurement in fixed states of at least 1000 channels;
 - l. the system should be equipped with at least three search tables (look-up table);
 - m. it has to be possible to import and export data to/from xlsx files (ISO/IEC 29500);
 - n. the system has to be capable of communicating with the engine control controller (ECU) through an ASAP3 interface, through at least 600 channels;
 - o. a minimum of one definable software controller (x-controller) shall be provided.
 - p. min. 6 CAN lines with up to 1000Hz communication per line.
 - q. CAN Driver to operate the CAN Interface (A2L, VECTOR DB, CRC8 Check)
- 3.1.9 Operating system for the dynamic engine brake:
- a. should support - take account of all preconditions relating to the preparation of engines for approval tests;
 - b. it should guarantee the automatic execution of the following tests:
 - ECE ESC to 2005/55/WE- 2005/78/WE.ECE ETC to 2005/55/WE - 2005/78/WE and ISO 16183 Amendments 2002-12-15
 - ECE ELR according to 2005/55/WE- 2005/78/WE
 - ECE WHTC under Regulation ECE No 49 / Amendment 6
 - ECE WHSC under Regulation ECE No 49 / Amendment 6
 - EPA 86-N/1065 HDDT according to 40 CFR Pt. 86 Subpt. N and 40 CFR Pt. 1065
 - EPA 86-N/1065 13-MODE RMC according to 40 CFR Pt. 86 and 40 CFR Pt. 1065
 - ECE NRTC according to 2004/26/WE
 - FCMC according to Directive 2017/2400/WE – 2019/318/WE
 - At least tests: NRTC i NRSC C1 RMC from a range of tests from 40 CFR 1039 standars
 - c. should be capable of performing data analyses after the test phases, including the calculation and evaluation process for alternative fuels.

3.1.10 The automation system shall control and coordinate a wide range of measuring equipment. The system will implement communication via interfaces equipped with controllers to communicate with the following existing equipment or software:

- a. HORIBA MEXA ONE and AVL AMA i60 (TCP/IP which implements AK protocol);
- b. CAMEO™ 2019 software;
- c. AVL FLOWSONIX air consumption measurement device;
- d. fuel gauges AVL 733 and AVL 735 (RS 232 or TCP/IP which implement AK Protocol) ;
- e. fuel conditioning device AVL 753 (RS 232 or TCP/IP which implements the AK Protocol) ;
- f. AVL 406 oil consumption meter (analog and RS 232 which implements the AK protocol) ;
- g. Smoke meter AVL 415S (RS 232 and TCP/IP, which implements the AK Protocol) ;
- h. opacimeter AVL 439 (analog and RS 232) ;
- i. Micro Motion Coriolis Elite CMFS flow meter for LPG/CNG (analog) ;
- j. blowmeter AVL 442 (analog and RS 232) ;
- k. excess air ratio meters - AFR. ETAS Lambda-Meter (analog interface); ETAS ES630.1 (analog interface) ;
- l. AVL Smart Sampler™ for gravimetric particle measurements (RS 232 or TCP/IP, which implements AK protocol) ;
- m. AVL ParticleCounter™ for particle counting (RS 232 or TCP/IP which implements the AK protocol) ;
- n. combustion pressure analysis systems: INDIMODUL (TCP/IP which implements the AK protocol) ;
- o. ECU data acquisition system (minimum 600 channels) according to ASAP3 protocol.

3.1.11 The possibility of independent writing of controllers in the automation system should be guaranteed.

3.1.12 Software simulating vehicle behaviour, driver and road specificity with the dynamic engine brake should be capable of simulating power units, vehicles and hybrid components and driver and road in ranges:

- a. simulation of engine starting;
- b. simulation of the load due to road specificity;
- c. simulation of vehicle characteristics (mass and moments of inertia, damping agents, stiffness, efficiency, manual and automatic transmissions, etc.);
- d. simulation of vehicle speed controlled by the brake pedal and acceleration (simulation of driver behaviour);
- e. testing during simulated NEDC, WLTC, FTP-75 and other driving cycles;
- f. support for comprehensive simulation of hybrid solutions. It should be possible to simulate the effect of electric engines on the operation of internal combustion engines;
- g. testing of hybrid solutions by means of complex simulations of hybrid power train, electric engines, transmission and vehicle masses;
- h. hardware support for closed loop steering (HIL).

3.2 LD engines test cell equipment description.

3.2.1 Basic parameters of load system for dynamic engine brake LD:

- a. nominal torque at 1200Nm;
- b. nominal power in generator mode at 450Kw (continuous mode);
- c. dynamic engine brake has to cooperate with internal combustion engines with inertia rotary moment from 0,4[kg×m²]. The Contractor declares the minimum value of the inertia torque, with which the offered brake can operate (technical evaluation criteria);
- d. brake performance for drive mode, should be at least at 90% of this device working at generator mode;
- e. maximum torque at 4500 rot/min;
- f. absolute encoder with 2,048 pulses/revolution for angular position control (Hybrid Testing)

- g. dynamometer protection class IP 23 or better.
- h. if required an intermediate frame for the load system should be included, to reach an axle height of 750mm from the base plate (base plate is part of BOSMAL delivery)
- i. the accuracy of the measuring system should be given as shown below and meet the following requirements:
- torque: $< \pm 0,05\%$ of full scale;
 - speed: ± 1 rpm,
- j. the time response of the torque and speed measurement paths should be less than 3 ms;
- k. the dynamic motor brake overload capacity should be at least 20% (minimum 60 s);
- l. bearing temperatures and motor windings should be monitored;
- m. zero torque simulation should be provided for tests on hybrid solutions;
- n. the device should be capable of operating at an ambient temperature of 5 to 40°C;
- o. the device is to be capable of operating at an ambient humidity of at least 95% (non-condensing);
- p. power cables between power cabinet and dyno length 20 m
- q. set of signal cables between automation system, converter and dyno length 25m
- r. power supply for converter 3 x 400V $\pm 10\%$ and 50Hz $\pm 5\%$
- s. converter safety level acc. EN ISO 13849-1, Performance level d.
- t. the dyno should be operated with safely limited speed when entering the test cell.
- u. the torque measuring system is to be calibrated using a lever and a set of weights.
- 3.2.2 The requirements for drive shafts constituting the connection between the brake and the tested engine are as follows:
- a. shaft no.1 shall fit the largest engines that can be tested on that cab;
 - b. shaft no.2 shall match the smallest engines that can be tested in the cab.
- 3.2.3 The fuel conditioning device shall prepare the specified fuel. The technical requirements for this device are as follows:
- a. the device shall be capable of maintaining a fuel temperature between 10 and 80 °C (at a flow of 0 and 125 kg/h);
 - b. fuel circulation capacity at least 450 l/h
 - c. temperature stability to be at least $\pm 0,02\text{C}$;
 - d. the device shall be capable of maintaining a fuel pressure of at least 0,5 to 7 bar (absolute scale) to within ± 10 mbar;
 - e. engine return pressure in the range of 0,1 to 0,5bar (relative pressure) should be supported.
 - f. the device should be capable of conditioning biofuels and synthetic fuels (alcohols, bio-components).
- 3.2.4 The fuel gauge should meet the following requirements:
- a. measuring range of at least 0 to 125 kg/h;
 - b. systematic uncertainty of the device $\leq 0.12\%$;
 - c. types of acceptable fuels are: petrol (additive up to 100% alcohol), diesel (additive up to 100% bio-components);
 - d. measurement frequency at least 20 Hz;
 - e. measurement track response time (T10-T90) of 125 ms or less.
- 3.2.5 Universal measuring modules meet the following requirements:
- a. pressure measuring modules placed in a boom-box, meeting the industrial requirements -see

Table 6.

Table.6 Pressure measuring module- channel spec.

L.p.	Chanel measuring range	Qty (pcs)
1	±300 mbar	3
2	-1 ÷ 1 bar	8
3	-1 ÷ 5 bar	8
4	0 ÷ 10 bar	11
5	0 ÷ 40 bar	1
6	0,8 ÷ 1,2 bar (absolute scale- barometric sensor)	1

- b. Boom-box temperature measurement modules that meet industry specifications - see Table 7.

Table 7 . Temperature measuring module- channel spec.

L.p.	Channel measuring range	Qty (pcs.)
1	PT100	16
2	TC (type K)	16

- c. Multi-purpose boom-box measurement modules that meet industrial specifications - see Table 8.

Table 8. Universal measuring module - channel spec.

L.p.	Channel measuring range	Qty (pcs.)
1	intensity 0/4 ÷ 20mA	8
2	voltage 0 ÷ 10VDC	8

- d. Universal boom-box and cabinet-mounted output modules suitable for industrial use, see Table 9.

Tabela 9. Universal output module - channel spec.

L.p.	Output type	Qty(pcs)
1	digital potential-free or 24VDC	24
2	analogue +/-20mA, 0-10VDC	16
3	frequency	4

- e. Universal input modules located in the boom-box and in the control cabinet, corresponding to industrial requirements - see Table 10 .

Table 10. Universal input module - channel spec.

L.p.	Input type	Qty(pcs)
1	Digital input up to 24V DC	24

- f. The sampling rate for the sensors listed in Table 1 and Table 3 shall be at least 200 Hz.

3.2.6 The air flow measurement device shall meet the requirements:

- a. a measuring range between 100 and 2500 kg/h;
- b. a time response of less than 20 ms;
- c. accuracy +/- 1% of the measuring range;
- d. temperature of the measured air in the range from -20 to 80 °C;
- e. maximum length of the measuring head including intake tube less than 1 m.

3.2.7 The crankcase blower measurement device shall meet the following requirements:

- a. measuring range between 10 and 300 l/min;
- b. an accuracy of +/- 1% of the measuring range;
- c. type of outputs: +/- 10 V, 4-20 mA, RS232, CAN bus;
- d. 24VDC supply;

- e. temperature range from 0 to 50 °C;
- f. humidity range from 10 to 80% rH.

3.2.8 The test and data acquisition automation system including software shall meet the following requirements:

- a. the automation system being a part of the dynamometer station shall enable measurements of all parameters of the tested engine, data acquisition, control and execution of typical engine tests. The system should be prepared for automated conversion of the necessary data and engine parameters;
- b. The following components should be included, as a minimum, in the automation, control and simulation package:
 - operating control cabinet
 - automation Hardware
 - automation Software
 - I/O Configuration
 - post processing software
- c. the recorded parameters should be recorded continuously in an acquisition system with a minimum frequency of 100 Hz;
- d. the automation system should be equipped with a minimum of sixteen PID controllers to control the motor power supply media (e.g. water supply, charge air and oil parameters);
- e. the software should be installed on a PC integrated in a 19" industrial standard housing. The PC should be equipped with two hard disks for parallel recording for continuous and secure data archiving and a DVD-RW optical drive. The PC should be equipped with an Ethernet network card and at least Windows 10;
- f. the system should be equipped with a minimum of two LCD monitors with a diagonal measurement of at least 21" and a UPS backup power supply for the PC. The UPS system should be supplied in a 19" enclosure integrated into the control cabinet;
- g. the software package for graphical evaluation and processing of data, presentation of results, generation of documentation, graphs, tables and protocols, and export and archiving of data should be installed and implemented in the automation system;
- h. each of the minimum 5 recorders should be equipped with at least 2500 channels;
- i. limit Monitoring of 1000 channels minimum
- j. formula calculation 1 kHz at least 1000 channels
- k. the system should provide measurement in fixed states of at least 1000 channels;
- l. the system should be equipped with at least three search tables (look-up table);
- m. it has to be possible to import and export data to/from xlsx files (ISO/IEC 29500);
- n. the system has to be capable of communicating with the engine control controller (ECU) through an ASAP3 interface, through at least 600 channels;
- o. a minimum of one definable software controller (x-controller) shall be provided.
- p. min. 6 CAN lines with up to 1000Hz communication per line.
- q. CAN Driver to operate the CAN Interface (A2L, VECTOR DB, CRC8 Check)

3.2.9 Operating system for the dynamic engine brake:

- a. should support - take account of all preconditions relating to the preparation of engines for approval tests;
- b. it should guarantee the automatic execution of the following tests:
 - ECE ESC to 2005/55/WE- 2005/78/WE.ECE ETC to 2005/55/WE - 2005/78/WE and ISO 16183 Amendments 2002-12-15

- ECE ELR according to 2005/55/WE- 2005/78/WE
 - ECE WHTC under Regulation ECE No 49 / Amendment 6
 - ECE WHSC under Regulation ECE No 49 / Amendment 6
 - EPA 86-N/1065 HDDT according to 40 CFR Pt. 86 Subpt. N and 40 CFR Pt. 1065
 - EPA 86-N/1065 13-MODE RMC according to 40 CFR Pt. 86 and 40 CFR Pt. 1065
 - ECE NRTC according to 2004/26/WE
 - FCMC according to Directive 2017/2400/WE – 2019/318/WE
 - At least 2 tests: NRTC and NRSC C1 RMC according to 40 CFR 1039
- c. should be capable of performing data analyses after the test phases, including the calculation and evaluation process for alternative fuels.
- 3.2.10 The automation system shall control and coordinate a wide range of measuring equipment. The system will implement communication via interfaces equipped with controllers to communicate with the following existing equipment or software:
- a. HORIBA MEXA ONE and AVL AMA i60 (TCP/IP which implements AK protocol);
 - b. CAMEO™ 2019 software;
 - c. AVL FLOWSONIX air consumption measurement device;
 - d. fuel gauges AVL 733 and AVL 735 (RS 232 or TCP/IP which implement AK Protocol) ;
 - e. fuel conditioning device AVL 753 (RS 232 or TCP/IP which implements the AK Protocol) ;
 - f. AVL 406 oil consumption meter (analog and RS 232 which implements the AK protocol) ;
 - g. Smoke meter AVL 415S (RS 232 and TCP/IP, which implements the AK Protocol) ;
 - h. opacimeter AVL 439 (analog and RS 232) ;
 - i. Micro Motion Coriolis Elite CMFS flow meter for LPG/CNG (analog) ;
 - j. blowmeter AVL 442 (analog and RS 232) ;
 - k. excess air ratio meters - AFR. ETAS Lambda-Meter (analog interface); ETAS ES630.1 (analog interface);
 - l. AVL Smart Sampler™ for gravimetric particle measurements (RS 232 or TCP/IP, which implements AK protocol) ;
 - m. AVL ParticleCounter™ for particle counting (RS 232 or TCP/IP which implements the AK protocol) ;
 - n. combustion pressure analysis systems: INDIMODUL (TCP/IP which implements the AK protocol) ;
 - o. ECU data acquisition system (minimum 600 channels) according to ASAP3 protocol.
- 3.2.11 The possibility of independent writing of controllers in the automation system should be guaranteed.
- 3.2.12 Software simulating vehicle behaviour, driver and road specificity with the dynamic engine brake should be capable of simulating power units, vehicles and hybrid components and driver and road in ranges:
- a. simulation of engine starting;
 - b. simulation of the load due to road specificity;
 - c. simulation of vehicle characteristics (mass and moments of inertia, damping agents, stiffness, efficiency, manual and automatic transmissions, etc.);
 - d. simulation of vehicle speed controlled by the brake pedal and acceleration (simulation of driver behaviour);
 - e. testing during simulated NEDC, WLTC, FTP-75 and other driving cycles;
 - f. support for comprehensive simulation of hybrid solutions. It should be possible to simulate the effect of electric engines on the operation of internal combustion engines;
 - g. testing of hybrid solutions by means of complex simulations of hybrid power train, electric engines, transmission and vehicle masses;
 - h. hardware support for closed loop steering (HIL).

3.3 Description of equipment for the bench of a dual hybrid dynamometer

3.3.1 The system shall provide hardware support for testing of hybrid drives and simulating battery system. The equipment shall include a DC power supply which shall demonstrate the following parameters:

- a. the accuracy of the measuring system:
 - current intensity of at least 0,1 % of the total measuring scale- technical evaluation criteria
 - voltage of at least 0.1% of the entire measuring scale- technical evaluation criteria
- b. voltage tolerance (in static mode) of at least $\pm 0,5\%$ of the total measuring scale;
- c. a nominal load rating of 250 kW;
- d. output DC voltage in the range 8 to 800 VDC;
- e. output current of 600 A (maximum load rating of the output);
- f. operating temperatures in the range 0 to 40°C should be tolerated;
- g. the device should comply with the following regulations:
 - PN-EN 61000-2-4:2003 Electromagnetic compatibility (EMC). Compatibility levels concerning conducted low frequency disturbances in industrial plant networks;
 - PN-EN 61000-6-2:2008 Electromagnetic compatibility (EMC). Emission standard for industrial environments;
 - PN-EN 61800-3:2008 Cat C2 or C3 (A1) Variable speed electrical power drive systems;
 - the device should comply to the machinery directive 2006/42/WE and should be integrated in a hybrid test cell, hence the operation at a safety limited speed should be available;
- h. the power supply unit shall be fitted with an output filter to smooth the output signal;
- i. the possibility of emulating at least Li-Ion batteries should be provided;
- j. the system for emulating the battery pack shall take into account the effect of parameters such as state of charge and temperature on the operation of the simulated cell;
- k. the system for emulating the behaviour of the battery pack should be able to work with MATLAB SIMULINK® software;
- l. simulations of the state of charge of the battery should be performed in real time with a calculation frequency of at least 1 kHz.

3.3.2 The emergency discharge device of the battery pack should display the following parameters:

- a. output power of at least 250 kW;
- b. maximum voltage up to 800 V DC;
- c. maximum current up to 400 A;
- d. an operating temperature in the range 0 to 40 °C should be tolerated.

3.3.3 The general requirements for the power supply system are as follows:

- a. the entire system should comply with the safety requirements: ISO 13849-1, PN-EN 60204-1:2010;
- b. the whole system should be equipped with a mechanical safety switch;
- c. a safe connection between the dynamometer stand and the power supply equipment should be guaranteed;

3.3.4 The device for measuring the current supply to the electric engine should meet the following requirements:

- a. the accuracy of the measurement of the basic current and voltage shall be at least $\pm 0,1$ % of reading + 0,05 % of range;
- b. power measurement accuracy of at least $\pm 0.05\%$ of reading $\pm 0.1\%$ of span;
- c. current range at least 10 mA to 5 A;
- d. number of measurement channels is minimum 3;
- e. IEEE-488 and Ethernet TCP/IP interface support should be provided;
- f. the device should be capable of harmonic analysis;

- g. the modular current converter should be capable of measuring the return current from an electric engine;
 - h. an AC transducer up to a value of 1000 A (maximum power of the electric engine to be powered will be 250 kW);
 - i. three DC transducers up to 1000 A (maximum power of the electric motor to be powered will be 250 kW);
- 3.4 The offered devices and equipment should meet the requirements defined in the following documents:
- a. UNECE Regulations No 49, No 85 nr 96, nr 120, nr 24;
 - b. directives with their amendments: 2018/987/UE, 2013/53/UE, 595/2009/UE, 582/2011/UE, 2019/1939/UE, 2018/989/UE, 2017/2400/UE, 2019/318/UE;
 - c. Standards and norms: US EPA CFR 1039, US EPA CFR 1042, US EPA CFR 1065
- 3.5 The dynamometer should be designed and prepared to ensure compatibility with existing equipment as specified in section 3.1.10 and 3.2.10 of that specification.
- 3.6 The ability to comply with UNECE requirements and US EPA standards existing at the BOSMAL Institute for the automation systems of other dynamometers should not be restricted in any way by the installation of components that contribute to the contract.
- 3.7 The equipment to be procured should facilitate research, development and certification of engines - LD, MD, HD, electric and hybrids - used in road vehicles, off-road and marine applications on a dynamic hybrid.
- 3.8 The system shall be designed, manufactured and installed to ensure continuous operation (24/7) and shall have an expected life expectancy of at least 10 years.

Any provisions contained in the Terms of Reference indicating the type, trademarks or origin of the subject matter of the contract shall be read together with the words "or equivalent". Proper names are only exemplary and do not indicate a specific product or a specific manufacturer. A Contractor, offering an object equivalent to the one described in the specification, is obliged to maintain equivalence in terms of reference functional and overall dimensions and quality, specified by the Contracting Authority in ToR, as equivalence parameters. The obligation to prove that the offered products are equivalent lies with the Contractor.

4. Additional requirements:

4.1 Installation and acceptance of the subject matter of the order.

- 4.1.1 Within **eight weeks** after signing the contract, an organisational meeting will be held at the headquarters of the BOSMAL Institute to define the work schedule.
- 4.1.2 Within **eight weeks** after signing the contract, the Contractor should submit to the BOSMAL Institute the design and deployment plan of the system elements for approval. The Contractor shall also specify any installation requirements necessary for the operation of the equipment.
- 4.1.3 The Contractor shall, at least **eight weeks** before the delivery of the equipment, send a list of the equipment that is needed to carry out appropriate tests, calibrations for the purpose of receiving the equipment. The information about the required equipment will guarantee the readiness of the BOSMAL Institute to receive the equipment.
- 4.1.4 **One week** before shipment, the Contractor will inform the Institute about his readiness for delivery.
- 4.1.5 The following tests shall be carried out in the scope of acceptance of the order subject:
 - a. communication and functionality test with each of the devices mentioned in clause 3.1.10 and 3.2.10;
 - b. WHTC test (pursuant to UNECE Regulation No. 49, version 6);
 - c. one of the United States Dynamic Tests (according to 40 CFR 1039 or 40CFR 1065);

d. one of the tests listed below:

- ECE ESC according to Directives 2005/55/WE - 2005/78/WE
- ECE ETC according to Directives 2005/55/WE - 2005/78/WE and ISO 161
- ECE ELR in accordance with Directives 2005/55/WE - 2005/78/WE
- ECE WHSC according to UNECE Regulation No 49, version 6
- EPA 86-N/1065 HDDT according to 40 CFR 86 N and 40 CFR 1065
- EPA 86-N/1065 13-MODE RMC according to 40 CFR 86 N and 40 CFR 1065
- ECE NRTC according to 2004/26/EC
- FCMC according to Directives 2017/2400/WE – 2019/318/WE

4.1.6 The parameters of the media available in the BOSMAL Institute are as follows:

- a. Power supply: 400 V ±5%, 230 V ±5%;
- b. compressed air: 8 bar.

Table 11. Range of responsibility

No	Task	BOSMAL	Contractor
1	System connection design of devices	X (approval)	X
2	Delivery		X (DDP)
3	Unloading	X	
4	Storage	X	
5	Unpacking	X (support)	X
6	Location of the elements of set	X	X (technical assistance + control)
7	Assembly and integration of all components	x	X
8	Media (water, power, compressed air)	X	
9	Start up		X
10	Testing	X	X
11	Final acceptance	X	X
12	Training		X

4.2 Contractor shall be obliged to carry out basic training within the time limit of the order subject. The training and the costs of the execution of this part of the subject of the contract shall be included in the offer price.

- a. Place of training: the seat of the Contractor, his training center, or the seat of the Contracting Authority.
- b. Time of training - at least 3 days of training covering the following scope:

The training is to concern an automation and software system to perform an automatic testing. It should include:

- a. Issues for training in the automation dyno systems:
 - Control dyno system presentation
 - Structure of the control program
 - Creating of structure for a new object
 - Configuration of the dyno system
 - New variable names
 - Archiving settings
 - Parametrization of a new engine

- Communication with a control engine unit through the ASAP3 protocol
 - Connection configuration with additional devices, e.g. exhaust gas analyzers, indicators etc.
 - Conducting practical exercises on simulation work bench
 - Practical exercises on test preparation - simulations
 - Analysis and export of test results
 - Project and data management
- b. Issues for training in automated testing software
- Presentation of the program possibilities
 - Program support
 - Defining unit test parameters
 - Test configuration
 - Configuration and parametrization of external measuring devices
 - Fuel parameters settings, including gaseous fuels and for dual-fuel engines
 - Analysis of test reports, eg NRTC, NRSC, WHTC and WHSC
 - Analysis of implemented calculation formulas and use of own formulas

After the completion of the training, the Contractor is obliged to issue certificates of completion of the training and to provide at least 2 training materials in written or electronic form. Training materials may in part be in a language other than Polish, but the basic information on service and safety rules should be in Polish.

5. The Contracting Authority allows for the possibility to use the so-called local vision.

Contractors interested in checking the place of contract execution, verifying the requirements and technical parameters necessary to offer the subject of the contract corresponding to the requirements in the offer shall have the opportunity to make a local inspection in order to see the room where the contract is to be executed. For this purpose, the Contracting Authority shall provide the interested parties with an opportunity to perform a site visit between **14.07 and 08.08 2020 from 8:00 a.m. to 1:00p.m.** Participation in this activity does not entitle the Contractor to ask questions related to the subject matter of the contract and the conducted proceedings, as the conducted proceedings do not allow the person on the part of the Contracting Authority, who will provide access to the site of the local inspection, to give any answers. If such a situation occurs, the Contractor should report it to the Contracting Authority and assume that the information provided by this person shall not bind the Contracting Authority in this proceeding. After the completion of the on-site visit, the Contractor may ask questions and request explanations according to the rules described in these ToRs (means of electronic communication).

The person to contact the Contractors is Beata Kalińska - Purchasing and Warehouse Department,
e-mail: zakupy@bosmal.com.pl.

6. The deadline for the execution of the subject of the order.

Delivery, commissioning, acceptance and training of employees is to be completed by **30th September 2021- the required deadline**. The Contractor may shorten the order completion date. In such a case, other conditions and requirements resulting from the contract shall not change. In this case, it is not required to make any changes in the contract.

7. Additional requirements:

The parties shall not be liable for any failure to fulfil their contractual obligations if this was due to reasons beyond their control which could not have been foreseen at the time of conclusion of the contract and which could not have been avoided. The event of force majeure may include, but is not limited to, disasters, fires, explosions, strikes, war. In case of force majeure, the Parties undertake to act in accordance with international rules and principles of mutual goodwill.

If the force majeure event lasts longer than 30 days, both Parties have the right to withdraw from the agreement, without any cost consequences.

§3. CONDITIONS FOR PARTICIPATION AND GROUNDS FOR EXCLUSION IN PROCEEDINGS

1. **The contract award may be sought by Contractor who:**
 - 1.1 are not excluded from the contract award procedure pursuant to art. 24 (1) point 12-23 of the Act and art. 24 (5) point 1, 5-6 and 8 of the Act;
 - 1.2 meet the condition of participation in the procedure specified in art. 22 (1b) item 3 of the Act, in terms of technical or professional capacity.
2. **This condition will be met, if the Contractor shows, that in the last 3 years before the deadline for submission of offers, he has made at least 2 deliveries of engine dynamometers and power supply systems for hybrid drives of comparable power (400÷600kW) and equipped with the same automation system as the offered one.**
3. The evaluation of meeting the conditions for participation in the procedure and lack of grounds for exclusion from the procedure shall be made according to the "satisfies"/"fails to satisfy" formula, based on information included in documents and statements referred to in §4.
4. In the case of Contractor applying jointly for the contract award:
 - 4.1 the conditions of participation in the procedure defined in §3 item 1.2 shall be fulfilled jointly by all Contractor or at least one of them,
 - 4.2 None of the Contractor applying jointly for the award of the contract can be excluded from the procedure according to the requirements specified in §3 item 1.1.
5. In the case when the Contractor does not meet the conditions for participation in the procedure specified in item 1.2, he may, pursuant to art. 22a (1) and (2), use resources of another entity. In such a case, the Contracting Authority shall allow the Contractor and the entity providing the resources to prove that the conditions for participation in the proceedings have been met jointly. At the same time, the entity making the resources available in order for the Contractor to meet the conditions for participation cannot be excluded from the proceedings according to the rules specified in item 1.1, except for the case described in art. 24 (1) point 23 of the PPL Act.
6. In order to assess the fulfillment of conditions for participation in the proceedings and lack of grounds for exclusion from the proceedings, the Contracting Authority shall require submission of documents and statements during the proceedings.
 - 1st STAGE** Submission of statements and documents concerning the fulfilment of the conditions for participation in the procedure and the absence of grounds for exclusion from the tender. **All Contractors submitting a tender, entities making available resources, Contractors submitting a tender jointly.**
 - 2nd STAGE** Submission of the statement resulting from art. 24 (11) of the PPL Act with respect to the so-called capital group in relation to other Contractors who submitted a tender in the procedure. **All Contractors submitting a tender, Contractors submitting a tender jointly.**
 - 3rd STAGE** After the tender examination and evaluation procedure, the Contracting Authority shall address contractors who submitted the most advantageous tender with a request to submit documents and declarations confirming that the conditions for participation in the procedure have been met and there are no grounds for exclusion from the procedure. **This stage shall apply only to the Contractor whose tender shall be evaluated the most - the tender shall be considered the most advantageous.**

§4. DOCUMENTS AND STATEMENTS CONCERNING THE CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS AND EVENTUAL GROUNDS FOR EXCLUSION

1ST STAGE

Submission of documents and declarations concerning fulfilment of the conditions for participation in the procedure and lack of grounds for exclusion from the tender **shall be binding on all contractors submitting a tender, entities making available resources, contractors submitting a tender jointly.**

1. Declarations and documents to be submitted in electronic form and signed with a qualified electronic signature, on pain of invalidity.

- a. declaration valid at the date of submission, of the absence of grounds for exclusion from the contract award procedure pursuant to Article 24(1) 12-22 and art. 24 (5) points 1, 5-6 and 8 of the Act, in the form of the **European Single Procurement Document (ESPD)**;
- b. statement valid at the date of submission of tenders on compliance of the Contractors with the condition referred to in §3 item 1.2 pursuant to art. 22(1b) point 3 of the Act, in the form of the **European Single Procurement Document (ESPD)**;
- c. When submitting a tender the Contractor uses resources of another entity to demonstrate the fulfilment of conditions for participation in the procedure, the Contractor is obliged to attach to the tender the obligation of the entities which make the resources available. This undertaking shall be signed with a qualified electronic signature by the entity making the resources available. The document which will result in the obligation of the third party should express unambiguously the willingness to make available to the Contractor to the applicant for the contract an appropriate resource, i.e. indicate what kind of resource it concerns, specify its type, scope, time of making it available and other circumstances resulting from the specific nature of a given resource. The content of the document presented should be unambiguous: (1) the scope of the resources made available to the Contractor; (2) the manner of using the resources by the Contractor in the performance of the public procurement; (3) the scope and period of participation in the performance of the public procurement. A non-binding specimen of the obligation to make the necessary resources available to the Contractor for the purpose of the contract performance is attached as **Appendix 4 to the ToR.**
- d. When submitting a tender, an Contractor uses resources of another entity in order to prove fulfilment of conditions for participation in the procedure, the Contractor is obliged to attach to the tender a declaration of the entity making the resources available pursuant to art. 22a (1) and (2) in the form of European Single Procurement Document (ESPD) that he is not excluded from the contract award procedure pursuant to art. 24 (1) point 12-22 and art. 24 (5) points 1, 5-6 and 8 of the Act.

2. European Single Procurement Document (ESPD) shall, on pain of invalidity, be drawn up in electronic form and bear a qualified electronic signature. An Contractor who invokes the resources of other entities in order to prove the absence of grounds for exclusion shall also submit the uniform documents concerning those entities on the of European Single Procurement Document (ESPD) form, which should take the form of an electronic document signed by each of them with a qualified electronic signature to the extent that each Contractor proves the absence of grounds for exclusion. A similar requirement shall apply to the of European Single Procurement Document (ESPD) when Contractors are competing jointly for the contract.

3. European Single Procurement Document (ESPD) whereas there are no grounds for exclusion from the procedure pursuant to Article 24 (1) points 12 -22 and 24 (5) points 1, 5-6 and 8 of the Act the following information shall be provided:

- for lack of grounds for exclusion indicated in art. 24(1) points 13 - 14 of the PPL information required in **Part III letter A ESPD** and in **Part III letter C** line 1 ESPD (for offences referred to in art. 181-188 and 218-221 of the

Penal Code and offences referred to in art. 9 or 10 of the Act of 15 June 2012 on the effects of entrusting the performance of work to foreigners residing in the territory of the Republic of Poland) and in **Part III, point D** ESPD (with regard to the offences referred to in Articles 270 - 277, Articles 278 - 298 and Articles 300 - 307 of the Penal Code);

- for lack of grounds for exclusion indicated in Article 24(1)(15) of the PPL - information required in **Part III (B)** ESPD;
- for lack of grounds for exclusion referred to in Article 24(1)(16) of the PPL - information required in **Part III, point C, line 8** ESPD;
- for lack of grounds for exclusion listed in Article 24(1)(17) of the PPL, the information required in **Part III, point . C, line 8** ESPD;
- for lack of grounds for exclusion indicated in Article 24(1)(18) of the PPL - information required in **Part III(C), line 8** ESPD;
- for lack of grounds for exclusion indicated in Article 24(1)(19) of the PPL - information required in **Part III(C), line 6** ESPD;
- for lack of grounds for exclusion indicated in Article 24(1)(20) of the PPL - information required in **Part III(C), line 4** ESPD;
- for lack of grounds for exclusion indicated in Article 24(1)(21) of PPL, the information required in **Part III(D)** ESPD;
- for lack of grounds for exclusion listed in Article 24(1)(22) of the PPL, the information required in **Part III(D)** ESPD;
- for lack of grounds for exclusion listed in Article 24(5)(1) of the PPL, the information required in **point C of Part III, line 2** ESPD;
- for lack of grounds for exclusion indicated in Article 24(5)(5) of the PPL - information required in **Part III(C), line 1** ESPD;
- for lack of grounds for exclusion indicated in Article 24(5)(6) of the PPL, information required in **Part III(C), line 1** ESPD;
- for lack of grounds for exclusion listed in Article 24(5)(8) of the PPL, the information required in **Part III(B)** ESPD.

The above mentioned excerpts of ESPD shall be filled in by each Contractor submitting a tender individually or jointly with other Contractor and in case when the Contractor uses resources of another entity on the basis of art. 22a (1) and (2) of the PPL Act - also this entity.

4. In Part IV: Eligibility criteria, the Contracting Authority requires only **section α** to be completed: **A GENERAL STATEMENT OF ALL ELIGIBILITY CRITERIA**

NOTE: When filling in Section α ESPD Contractors does not have to fill in any of the other sections of Part IV ESPD.

5. The above mentioned sections of ESPD shall be filled in by each Contractor submitting a tender on his own, as well as in case of submitting a tender together with other Contractors. When resources of another entity are made available pursuant to Article 22a (1) and (2), this part shall be completed by the entity making the resources available in the part in which it made them available. The scope of making the resources available shall be in accordance with the ESPD and the entity's statement/**commitment to make the resources available based on the example in Annex 4 to the ToR.**
6. The Contracting Authority informs that pursuant to §2 (7) of the regulation of the Minister of Development of 26 July 2016 on types of documents that the Contracting Authority may demand from the Contractor in the contract award procedure (Journal of Laws of 2016, item 1126, as amended), if the content of information provided by the Contractor in the European Single Procurement Document (ESPD) corresponds to the scope of information

required by the Contracting Authority by requesting documents resulting from art. 26 (1) (**§4, stage III item 12**), the Contracting Authority shall refrain from requesting such documents from the Bidder. In such a case, the evidence confirming that the Contractor meets the conditions for participation in the procedure and that there are no grounds for exclusion shall be the relevant information provided by the Contractor or, as the case may be, by entities whose capacity or situation the Contractor relies on in accordance with art. 22a of the Act, in the European Single Procurement Document (ESPD)

7. The ESPD form is specified in the Commission Implementing Regulation (EU) 2016/7 of 5 January 2016 laying down a standard single European contract document (Official Journal of the European Union, series L 2016 No. 3, p. 16).
- 7.1 The Contracting Authority informs about the possibility of using an editable version of this document available at <https://www.uzp.gov.pl/baza-wiedzy/jednolity-europejski-dokument-zamowienia>.
- 7.2 Instructions for filling in the form ESPD order document are available on the website of the Public Procurement Office at the address: <https://www.uzp.gov.pl/baza-wiedzy/jednolity-europejski-dokument-zamowienia>.
- 7.3 In the case of joint bidding for the contract by Contractor, European Single Procurement Document (ESPD) has to be filled by everyone of the Contractors jointly bidding for the contract. This statement shall confirm that there are no grounds for exclusion in respect of each Contractor submitting a joint tender.
- 7.4 An Contractor who invokes the resources of other entities in order to demonstrate the fulfilment of the conditions for participation shall also submit ESPD in respect of those entities in order to demonstrate the absence of grounds for exclusion in relation to them and the fulfilment of the conditions for participation, to the extent to which their resources are invoked. The rules described above shall apply to ESPD concerning these entities.
- 7.5 The ESPD shall be submitted with the tender before the deadline for submission of tenders by electronic means only, in accordance with the rules described in the ToR.
- 7.6 The Contracting Authority informs that there is a possibility of using software facilitating preparation by the bidder/entity providing the resources of the ESPD.
On the websites:
<https://espd.uzp.gov.pl/filter?lang=pl>

<https://www.uzp.gov.pl/baza-wiedzy/prawo-zamowien-publicznych-regulacje/prawo-krajowe/jednolity-europejski-dokument-zamowienia/elektroniczne-narzedzie-do-wypelniania-jedzespd>
Contractors will find hints related to the rules of preparation of ESPD according to this method.
- 7.7 In the content of the ToR, the Contractor has presented various ways of preparing the ESPD. It is up to the Contractor to decide which method he will use. In case of questions concerning preparation of this document in electronic form, the rules indicated in this ToR apply.
- 7.8 The Contractor shall fill in the ESPD by creating an electronic document. He may use the ESPD <http://espd.uzp.gov.pl> tool or other available tools or software, which allows him to fill in the ESPD and create an electronic document in one of the above mentioned formats. After filling in and generating the electronic ESPD by the Contractor, the Contractor shall sign the said document with a qualified electronic signature, issued by a qualified trust service provider being an entity providing certification services - the electronic signature should meet security requirements defined in the Act of 5 September 2016 on trust services and electronic identification (Journal of Laws of 2019, item 162 with amendments).

8. REQUIREMENTS concerning documents, statements, applications submitted by the Contractor through electronic means of communication.

- 8.1** The Contracting authority allows in particular the following format of sent data: pdf., doc., docx., rtf., xps., odt., xml. The file formats are to be compliant with the National Interoperability Framework defined in the REGULATION OF THE COUNCIL OF MINISTERS of 12 April 2012 on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for ICT systems (Journal of Laws 2017.2247 i.e. of 2017.12.05). Link to the <http://prawo.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20170002247>
- 8.2** If the original document or statement submitted in the procurement procedure has not been drawn up in the form of an electronic document, the Contractor may draw up and provide an electronic copy of the document or statement he holds.
- 8.3** If the Contractor provides an electronic copy of a document or statement, affixing it with a qualified electronic signature by the Contractor or an entity whose capacity or situation the Contractor relies on according to the rules defined in art. 22a of the Act or by a subcontractor is equivalent to certifying the electronic copy of a document or statement as being true to the original.
- 8.4** In the case of transmission by the Contractor of an electronic document in a format which contains compressed data, affixing a qualified electronic signature to a file containing compressed data is equivalent to certification by the Contractor as a true copy of all electronic copies of documents contained in this file, except for copies certified respectively by another Contractor applying jointly with it for the award of the contract, by an entity whose capacity or situation relies on the Contractor or by a subcontractor (**Note: the rule contained in item 8.4 does not apply to ESPD and tender**).

II STAGE

9. As soon as tenders are opened, the Contracting Authority shall publish information on the website:
- the amount it intends to use to finance the contract;
 - companies and addresses of Contractors who submitted tenders on time;
 - the price, order completion date, warranty period and payment terms included in tenders.
10. In order to confirm that there are no grounds for exclusion from the contract award procedure in the circumstances referred to in art. 24 (1) point 23 of the PPL, an Contractor shall be obliged to submit a declaration of belonging or not belonging to the same capital group in relation to other Bidders who submitted tenders in this procedure (according to the example constituting **Annex 3** to the ToR).
11. Within 3 days from the date of publishing the above information on the website, the Contractor shall provide the Contracting Authority with a declaration of membership or lack of membership in the same capital group referred to in art. 24 (1) point 23 of the PPL (**Annex 3** to the ToR). Upon submission of the declaration, the Bidder may present documents or information confirming that relations with another Contractor do not lead to distortion of competition in the contract award procedure. In the case of Contractor applying jointly for the award of the contract the declaration shall be submitted by each of such Contractor. For the effectiveness of this declaration, the Contractor shall be obliged to submit such declaration only after the opening of tenders and publication of the above-mentioned information. Detailed information and requirements are specified in art. 24 (11) of the PPL Act.

The document should be presented in the form of an original electronic document bearing a qualified electronic signature. If the document has not been drawn up in the form of an electronic document, the Contractor may provide the document in the form of an electronic copy of the held document (i.e. a scanned document bearing

a qualified electronic signature by the Contractor). The above mentioned requirements (Stage II) also apply to all Contractors submitting a tender jointly, not only to the entity making the resources available pursuant to art. 22a (1) and (2) of the Act.

STAGE III

- 12. Statements and documents to be submitted only by the Contractor whose tender will be the highest rated, upon written request of the Contracting Authority.**

Pursuant to art. 26 (1) of the Act, the Contracting Authority shall set a deadline of at least 10 days for submitting the following documents to the Contractor.

In the case of a joint tender submitted by several Contractors, the documents listed in point 12 §4 of the ToR shall be submitted by each of the Contractors. In case of requirements specified in item 15, only the entity(ies) meeting the conditions for participation in the procedure (jointly or at least one of them).

For the entity which provided resources to the Contractor pursuant to art. 22a (1) and (2), the documents mentioned in point 12 §4 of the ToR shall also be submitted by this entity, signing them with a qualified electronic signature according to the rules indicated in the contents of the ToR.

In order to confirm that there are no grounds for exclusion from the proceedings, and to confirm that the conditions for participation in the proceedings are met, at the request of the Contracting Authority the Contractor shall be obliged to provide the Contracting Authority with the following statements and documents (within the time limits specified in these ToR). Conditions for participation in the proceedings and no grounds for exclusion are described in the ToR in §3 points 1-4.

In order to prove that there are no grounds for exclusion from the contract award procedure, at the Contracting Authority's request, the Contractor shall be obliged to submit the following statements and documents:

- 12.1 information from the National Criminal Register within the scope defined in art. 24 (1) points 13, 14 and 21 of the Act and, as regards the conviction for the offence, to the arrest penalty, within the scope defined by the Contracting Authority on the basis of art. 24 (5) points 5 and 6 of the Act, issued not earlier than 6 months before the deadline for submission of tenders or requests to participate in the procedure; Contractor (s) submitting a tender jointly and, if applicable, the entity providing the resources shall do so.
- 12.2 certificate of the competent head of the tax office confirming that the Contractor is not in arrears with payment of taxes, issued not earlier than 3 months before the deadline for submission of tenders or requests to participate, or any other document confirming that the Contractor has concluded an agreement with the competent tax authority on payment of these receivables together with possible interest or fines, in particular has obtained an exemption, deferral or division into instalments of overdue payments or suspension of the whole execution of the decision of the competent authority, as provided for by the law; to be submitted by the Contractor(s) submitting a tender jointly and, where applicable, the entity making the resources available.
- 12.3 certificate of a competent local organizational unit of the Social Insurance Institution or Agricultural Social Insurance Fund (Kasa Rolniczego Ubezpieczenia Społecznego) or any other document confirming that the Contractor is not in arrears with payment of social or health insurance contributions, issued not earlier than 3 months before the deadline for submission of tenders or requests to participate in the procedure, or any other document confirming that the Contractor has concluded an agreement with a competent body for payment of these dues together with possible interest or fines, in particular, has obtained a legal

exemption, deferral or division into instalments of overdue payments or suspension of the whole execution of the decision of the competent body; It shall be submitted by the Contractor(s) submitting a tender jointly and, where applicable, the entity making the resources available.

- 12.4 an excerpt from the relevant register or from the central register and information on business activity, if separate regulations require an entry in the register or register, in order to confirm that there are no grounds for exclusion under art. 24 (5) point 1 of the Act; the Contractor submitting a tender jointly and if the entity making the resources available applies.
- 12.5 a declaration of the Contractor that no final court verdict or a final administrative decision on arrears with payment of taxes, fees or social or health insurance contributions has been issued against him or her or - in case of such a verdict or decision - documents confirming payment of these dues together with interest or fines, if any, or conclusion of a binding agreement on payment of these dues - **Annex 5 to the ToR**. In case of an entity making the resources available - **Annex 6 to the ToR**.
- 12.6 a declaration of the Contractor on the absence of a ruling against him/her as a precautionary measure of the ban on competing for public contracts. Proposal of a model - **Annex no. 5 to ToR**. In case of an entity providing resources - **Annex 6 to ToR**.
- 12.7 statement of the Contractor on failure to issue a final court sentence for the offence of restriction of liberty or fine within the scope defined by the Contracting Authority pursuant to art. 24 (5) points 5 and 6 of the Act. Model proposal - **Annex 5 to the ToR**. In the case of an entity providing resources - **Annex no. 6 to the ToR**.
13. The Contractor having its registered office on the territory of the Republic of Poland, in relation to a person residing outside the territory of the Republic of Poland, to whom the document indicated in point 12.1, shall submit information from a relevant register or, in case of lack of such a register, another equivalent document issued by a competent judicial or administrative body of the country where the Contractor has its seat or place of residence or a person to whom the information or document refers, within the scope defined in art. 24 (1) point 14 and 21 and (5) point 6 of the Act. If no such documents are issued in the country where the person to whom the document was supposed to refer is domiciled, it shall be replaced by a document containing a declaration of that person made before a notary public or before a judicial or administrative body or a professional or economic self-government body competent in terms of that person's domicile. The documents should be issued not earlier than 6 months before the deadline for submitting tenders.
14. If the Contractor has its seat or place of residence outside the territory of the Republic of Poland, instead of the documents in question:
- in point 12.1. submit information from a relevant register or, if there is no such register, another equivalent document issued by a competent judicial or administrative body of the country where the Bidder has its seat or place of residence or the person to whom the information or document refers, within the scope specified in art. 24 (1) points 13, 14 and 21 and (5) points 5 and 6 of the Act; the documents should be issued not earlier than 6 months before the deadline for submission of tenders or requests to participate.
 - in item 12.2 to item 12.4 of the Act; submits a document or documents issued in the country where the Contractor has its seat or place of residence, confirming respectively that:
 - a. he is not in arrears with payment of taxes, charges, social or health insurance contributions or that he has concluded an agreement with a competent body for payment of these charges together with possible interest or fines, in particular he has obtained an exemption, deferral or division into instalments of overdue payments or suspension of the whole execution of the decision of the competent body. The document should be issued not earlier than 3 months before the deadline,

b. its liquidation has not been opened or it has not been declared bankrupt. The documents shall be issued no earlier than six months before the deadline for submission of tenders or requests to participate.

- if in the country where the Contractor has its registered office or place of residence or the person to whom the document refers is addressed, the documents referred to above are not issued, they shall be replaced by a document containing, respectively, the Contractor's statement, indicating the person or persons authorized to represent the Contractor, or a statement of the person to whom the document was to refer, made before a notary public or before a judicial, administrative or professional or business self-government body competent for the Contractor's registered office or place of residence. The provision concerning the dates of their issuance shall apply accordingly.

15. In order to prove that the condition for participation in the procedure specified in §3 of the ToR is met, at the Contracting Authority's request, Contractor shall submit a list of at least two deliveries made within the last three years before the deadline for submission of tenders, and if the period of business activity is shorter - within this period, including their value, subject matter, dates of performance and entities, to whom the deliveries have been made, and enclosing proofs stating whether the deliveries have been made, such proof being references or other documents issued by the entity to whom the deliveries have been made, and if for a justified reason of objective nature the Contractor is not able to obtain such documents - a statement by the Contractor. The list of completed deliveries and proofs of completion should confirm fulfilment of the participation condition specified in §3 point 2 TOR. An example proposal of the list is included in **Annex 7 to the ToR**. If an Contractor uses resources of another entity pursuant to art. 22a (1) and (2) of the PPL Act, the list shall be filled in and signed in this part by the entity providing the resources.

If in the documents submitted in order to confirm that the conditions for participation are met, any values shall be given in a foreign currency, the Contracting Authority shall convert the value of the currency into PLN according to the average exchange rate of the National Bank of Poland as of the date of publication of the contract notice in the Official Journal of the European Union.

16. REQUIREMENTS concerning documents, declarations, applications submitted by the Contractor during the procedure / also after the tender submission deadline.

16.1 The Contracting Authority particularly accepts the following format of submitted data: pdf., doc., docx., rtf., xps., odt., xml. File formats are to be compliant with the National Interoperability Framework defined in the Regulation of the Council of MINISTERS of April 12th 2012 on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for ICT systems (Journal of Laws 2017.2247 i.e. of 2017.12.05) - Annex No. 2 and Annex No. 3 of the said Regulation.

Link to the website: <http://prawo.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20170002247>.

16.2 If the original document or statement submitted in the procurement procedure has not been drawn up in the form of an electronic document, Contractor may draw up and provide an electronic copy of the document or statement it holds.

16.3 If Contractor provides an electronic copy of a document or statement, affixing it with a qualified electronic signature by the Contractor an entity whose capacity or situation the Contractor relies on according to the rules defined in art. 22a of the Act or by a subcontractor is equivalent to certifying the electronic copy of a document or statement as being true to the original.

16.4 In the case of transmission by the Contractor of an electronic document in a format which contains compressed data, affixing a qualified electronic signature to a file containing compressed data is equivalent to certifying by the Contractor as a true copy of all electronic copies of documents included in this file,

except for copies certified by another Contractor applying jointly with it for the award of the contract, by an entity whose capacity or situation relies on the Contractor or by a subcontractor, respectively.

17. Documents or statements submitted by the Contractor in the proceedings (required by the ToR) prepared in a foreign language should be submitted together with their translation into Polish and signed by the Contractor with a qualified electronic signature according to the rules specified above. This applies to documents in another language and translation into the Polish language. In case of any doubts, translations into the Polish language are binding for the parties. An exception is made for technical description documents specified in §5 item 7 of the ToR (technical description), which may be submitted by the Contractor only in a language other than Polish.
18. In case of any doubts concerning the contents of the document submitted by the Contractor, the Contracting Authority may ask the relevant authorities of the country where the Contractor has its registered office or place of residence or the place of residence of the person to whom the document refers for the necessary information concerning that document.
19. If it is necessary to ensure proper conduct of the procurement procedure, the Contracting Authority may, at each stage of the procedure, call upon Contractor to submit all or some statements or documents confirming that they are not excluded, meet the conditions for participation in the procedure, and if there are reasonable grounds to believe that the statements or documents submitted previously are no longer valid, to submit current statements or documents.

§5. DESCRIPTION OF THE WAY OF PREPARING THE OFFER

1. The Contractor shall submit a tender and attachments via the purchasing platform to the address: <https://platformazakupowa.pl/pn/bosmal>
2. **The offer should be prepared in Polish under pain of invalidity in the form of an electronic document signed with a qualified electronic signature.** It is allowed to include in the tender or in the submitted documents or declarations in another language (English, German, French) only if the content of the documents or information is not required by the content of this ToR and the proceedings conducted and results from the provisions of the ToR/PA or the implementing acts. This requirement results from Article 9 of the PPL Act. The following file formats may be used in particular: .txt; .rft; .pdf; .xps; .odt; .ods; .odp; .doc; .docx;.xls; .ppt; .docx; .xlsx; .pptx; .csv.
3. The ordering party proposes that:
 - the first pages of the offer constitute a completed form for submitting an offer available at: platformazakupowa.pl
 - the offer should be numbered consecutively, and the page numbering should start with the number 1, placed on the first page of the "OFFERS" (the numbering should also be placed on the pages of documents attached to the offer);
4. The documents or declarations referred to in these ToRs shall be submitted in the original in the form of an electronic document or an electronic copy of a document or a certified true copy of the original.
5. Certification for conformity with the original shall be made by the Contractor, entity whose capacity or situation is relied on by the Contractor, the Contractor jointly seeking the award of a public contract or a subcontractor to the extent of documents or declarations which concern each of them.
6. Certification of conformity of an electronic copy of a document or statement referred to point 4 above is certified with a qualified electronic signature.

7. The tender shall also be accompanied by:
- technical description of the offered device in the basic functions and requirements introduced by the description of **the ToR in Polish or English**. These documents (technical description/translation) - as an integral part of a tender should be signed with a qualified electronic signature by the Contractor submitting a tender. In this part, the Contracting Authority allows submitting the description in another language without the need to submit in the offer of translation into Polish.
8. The Contractor may submit one offer in which only one final price may be offered.
9. The Contractor, when submitting a tender, sets the price in PLN. If the Contractor submits a tender in another currency, the tender price in order to carry out the tender examination and evaluation procedure, including in particular the determination of an abnormally low price (art. 90 of the PPL Act), evaluation of tenders through the criteria established in the ToR, shall be converted into PLN at the average exchange rate of the National Bank of Poland (NBP) published at the address:
<http://www.nbp.pl/home.aspx?f=/statystyka/kursy.html> **from the day preceding the day of submission and opening of tenders indicated in the ToR.**
- Simultaneously, the price offered in the offer in another currency will be entered into the contract and settlements will be made for that currency. The Contracting Authority does not allow for the possibility of changing the currency of settlements made after the deadline for submitting offers or during the performance of the contract, also during acceptance and settlements. When submitting a tender in a currency other than PLN, the Contractor shall be obliged to provide a performance bond also in the currency in which he submitted the price offer. The calculation of contractual penalties and other cases resulting from the execution of the contract on the part of the Contractor or the Contracting Authority shall be performed in the currency indicated in the offer by the Contractor. In case it will not be possible and acceptable to make such settlements in the currency indicated in the offer, the parties to the contract shall make a currency conversion according to the exchange rate valid on the day preceding the activities performed, according to the average exchange rate of the National Bank of Poland (NBP) published on the website at the address:
<http://www.nbp.pl/home.aspx?f=/statystyka/kursy.html>
10. If the Contractor is represented by a proxy, the tender should be accompanied by a power of attorney specifying its scope, signed with a qualified electronic signature by persons authorized to represent the Contractor submitted in the form:
- original in the form of an electronic document
- or
- a copy of the power of attorney drawn up by a notary public in electronic form (electronic certification of the conformity of the copy, extract or copy with the presented document, which the notary public affixes with a qualified electronic signature - Article 97 § 2 of the Act of 14 February 1991, Notary Public Law Journal of 2019, item 540 as amended).
11. Information submitted during the procedure, constituting a business secret within the meaning of the provisions on combating unfair competition, if the Contractor, no later than by the deadline for submitting tenders, stipulated that it cannot be disclosed, should be marked with a clause: **"Not to be disclosed to other participants in the procedure. Information shall constitute a corporate secret, within the meaning of art. 11 (2) of the Act on Fighting Unfair Competition". The part covered by the business secret should constitute a separate part of the offer. It is proposed that it should be a separate file, which in its name will contain a designation indicating the above mentioned case** (it is proposed to include the following designations in the name: secret). For the effectiveness of the submitted declaration, it is required that the Bidder simultaneously proves that the reserved documents or information constitute a business secret. The Bidder cannot reserve the information referred to in Article 86 (4) of the Act.

12. Joint tender/consortium

Contractors jointly bidding for the award of this contract (hereinafter referred to as the Consortium) should fulfil the conditions for participation in the procedure and should not be excluded by submitting the applicable declarations and documents as provided for in the ToR.

Declarations and documents confirming that there are no grounds for exclusion, as referred to in Article 24(1) 12-22 and Article 24(5) points 1, 5-6 and 8 should be submitted by each of the participants in the consortium. However, in the case of declarations and documents confirming the fulfilment of the condition for participation in the proceedings described in §3 of the ToR, it is sufficient that the declaration and document confirming the fulfilment of the condition be submitted by at least one of its participants. In the assessment of the condition's fulfilment, the Contracting Authority allows combining the demonstrated experience of The Contractor submitting a joint tender. It is also acceptable to combine the demonstrated experience of the Contractor and the entity making the resources available pursuant to art. 22a (1) and (2).

In the case of a Consortium, a document appointing the Consortium's proxy should be attached to the bid, pursuant to Article 23 of the Act - in accordance with the provisions of the Civil Code.

ATTENTION!!!! In order to submit a bid correctly, the Contracting Authority has posted it on the website of the purchasing platform at the address: <https://platformazakupowa.pl/strona/45-instrukcje> - Tender submission instructions for the Contractor.

§6. CRITERIA FOR THE SELECTION OF TENDERS

1. After the opening of tenders, the Contracting Authority will first check whether the submitted tenders meet the requirements imposed by the ToR and legal regulations - whether they are not subject to rejection pursuant to Article 89(1) of the PPL.
2. In accordance with art. 24 (1) point 12 - 23 and art. 24 (5) points 1, 5-6 and 8 of the Act, Contractor who have not demonstrated any lack of attitudes to exclusion are excluded from the procedure. An offer of an excluded Contractor is considered as rejected on the basis of art. 24 (4).
3. The Contracting Authority rejects the tender, pursuant to Article 89(1) point 2 of the Act, if its content does not correspond to the content of the Terms of Reference (ToR), subject to art. 87 (2) point 3 of the Act.
4. The offered device should meet all requirements specified in the ToR.
5. The Contracting Authority may demand from the Contractors, pursuant to art. 87(1) of the Act, to provide explanations concerning the contents of submitted bids and to correct obvious mistakes in the contents of the bid pursuant to art. 87 (2) of the Act, immediately notifying the Contractor thereof.
6. During the tender examination and evaluation procedure the Contracting Authority shall verify bids for abnormally low price or price components - pursuant to art. 90 of the Act.
7. The Contracting Authority, in the event of circumstances specified in art. 87 (2) of the PPL, will correct any mistakes in the content of the tender.
8. The Contractor whose tender will be rejected and other Contractor s who submitted a tender will immediately receive information about rejection of the tender, giving the legal basis and factual justification.
9. Among the offers not subject to rejection, the Contracting Authority will evaluate bids on the basis of the following bid evaluation criteria. The Contractor whose tender will be evaluated the highest shall be invited to submit documents and declarations confirming that the conditions for participation in the procedure have been met and that there are no grounds for exclusion from the procedure. At this stage the Contracting Authority, in accordance with Article 24aa(1), shall verify whether the Contractor whose tender was evaluated the highest satisfies the conditions for participation in the procedure and is not excluded.
10. The Contracting Authority has determined the following evaluation criteria presented in Table 7:

Table12. Evaluation criteria

No	Criteria	Description	Meaning in %
1.	Price (including VAT tax)	gross price, which should consist of all costs incurred by the Contractor	60
2.	Period of the declared guarantee	Additional warranty period (extension of warranty by 12 or 24 months)	20
3.	technical parameter I	Accuracy of current and voltage measurement of the hybrid drive supply current (sum of current and voltage measurement accuracy) [%].	10
4.	technical parameter II	Value of the inertia torque of the motor under test [kg ×m2]	10
TOTAL:			100

The way of evaluating offers:

$$L = 100 \cdot \left(\frac{C_{1_{min}}}{C_1} \cdot W_1 + \frac{C_{3_{min}}}{C_3} \cdot W_3 + \frac{C_{4_{min}}}{C_4} \cdot W_4 \right)$$

$C_{1_{min}}$ - the lowest price of all the non-rejected offers

$C_{3_{min}}$ - the lowest value of the technical parameter I among all non-rejected bids. Maximum value of current and voltage 0.1%.

$C_{4_{min}}$ - the lowest value of the technical parameter II among all non-rejected bids. Maximum torque value 0.4 [kg×m2].

C_1 - the value of the price from the currently evaluated offer,

C_2 - parameter related to the additional warranty (10points - for every additional 12 months of warranty, but a maximum of 20point - 0 points if no additional warranty is offered),

C_3 - value of technical parameter I from the currently evaluated offer,

C_4 - value of technical parameter II from the currently evaluated offer,

W_i - the corresponding weight value [%],

i - order number .

11.

In case of lack of possibility to choose the most advantageous tender because two or more tenders will present the same balance of price and other tender evaluation criteria, the Contracting Authority will select the tender with the lowest price or the lowest cost. If bids with the same price are submitted, the Contracting Authority shall invite the Contractors who submitted these bids to submit additional bids within the deadline specified by the Contracting Authority.

12. If a tender is submitted, the selection of which would result in the Contracting Authority's tax obligation pursuant to the provisions of the VAT law, the Contracting Authority, in order to evaluate such a tender, shall add VAT to the price presented in the tender, which it would be obliged to settle pursuant to these provisions. When submitting a tender, **Contractor shall inform the Contracting Authority whether the selection of a tender will lead to the Contracting Authority's tax obligation, indicating the name (type) of goods or**

services the supply or provision of which will lead to its occurrence and indicating their value without the amount of the tax.

13. If the Contractor who submitted the most advantageous tender at the invitation of the Contracting Authority under Article 26 (2) of the PPL Act fails to submit the documents required by the Contracting Authority in this invitation and after another invitation under Article 26 (3) of the PPL Act fails to complete, correct the documents or statements within the specified time limit, the Contractor will be excluded from the procedure and his tender will be rejected.

The Contracting Authority may in such a case:

- if the circumstances provided for in art. 93 (1) of the PPL Act occur - invalidate the entire procedure, or
 - re-evaluate the tenders which are not subject to rejection or whose bidder has not been excluded from the procedure in accordance with the above mentioned tender evaluation criteria, and repeat the subsequent actions provided for in these ToR and in the PPL Act.
14. The Contracting Authority shall notify the **Contractors** about the selection of the most advantageous tender or cancellation of the procedure by e-mail and on the website where the ToR was made available: https://www.bosmal.com.pl/72-przetargi_publiczne.

§7 FORMAL REQUIREMENTS

1. Communication with Contractors

a. Persons authorized to communicate with the Contractors.

Contractors may ask the Contracting Authority to clarify the contents of the ToR until the deadline for submitting tenders.

The persons authorized by the Contracting Authority to communicate with the Contractors are the ones:

Beata Kalińska - Purchasing and Warehouse Department, e-mail: zakupy@bosmal.com.pl,

b. The form of communication between the Contracting Authority and Contractors.

- communication between the Contracting Authority and bidders, in particular submission of tenders, statements, applications, notices and information, shall be carried out electronically via the platformzakupowa.pl and the **Send Message** form available on the website relating to a given procedure. The Contractor shall provide correspondence relating to this procedure, i.e. e.g. explanations, applications, in the form of an original electronic document with a qualified electronic signature or a scanned letter in the form of an electronic document signed with a qualified electronic signature by persons authorised by the Contractors. The Contracting Authority allows the queries to be sent by platformzakupowa.pl in the format resulting from the requirements indicated in the National Interoperability Framework and in a way that makes it possible to read their contents.
- in emergency situations, e.g. when it is not possible to use **the platformzakupowa.pl platform**, the Contracting Authority may also communicate with the Contractors and the Contractor with the Contracting Authority via e-mail: zakupy@bosmal.com.pl. Capacity of one message per box - up to 15 MB. Messages transmitted electronically should unequivocally indicate the number of proceedings and data identifying the Contractor (name, address, data allowing contact with the means of electronic communication). The Contracting Authority will confirm receipt of the information with feedback. The rules of communication referred to in emergency situations do not apply to actions related to submission of tenders or documents/statements required for submission on the deadline for submission of tenders,
- the method of preparing electronic documents, statements or electronic copies of documents or statements should comply with the requirements specified in the regulation of the President of the

Council of Ministers of 27 June 2017 on the use of electronic communication means in public procurement proceedings and on making available and storing electronic documents and the regulation of the Minister of Development of 26 July 2016 on the types of documents that can be requested by the Contracting Authority from the Contractor in procurement proceedings.

2. REQUIREMENTS concerning documents, statements, applications submitted by the Bider during the procedure / also after the deadline for submission of tenders.

2.1 The Contracting Authority particularly accepts the following format of submitted data: pdf., doc., docx., rtf, xps., odt., xml. File formats are to be compliant with the National Interoperability Framework defined in the REGULATION OF THE COUNCIL OF MINISTERS of 12 April 2012 on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for ICT systems (Dz.U.2017.2247 i.e. of 2017.12.05).

Link to the website: <http://prawo.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20170002247>

2.2 If the original document or statement submitted in the procurement procedure has not been drawn up in the form of an electronic document, the Contractor may draw up and provide an electronic copy of the document or statement held.

2.3 If the Contractor provides an electronic copy of a document or statement, affixing it with a qualified electronic signature by the Contractor or an entity whose capacity or situation the Contractor relies on according to the rules defined in art. 22a of the Act or by a subcontractor is equivalent to certifying the electronic copy of a document or statement as being true to the original.

2.4 In the case of transmission by the Contractor of an electronic document in a format which contains compressed data, affixing a qualified electronic signature to a file containing compressed data is equivalent to certifying by the Contractor as a true copy of all electronic copies of documents included in this file, except for copies certified by another Contractor applying jointly with it for the award of the contract, by an entity whose capacity or situation relies on Contractor or by a subcontractor, respectively.

3. Documents or statements submitted by the Contractor in the proceedings, drawn up in a foreign language, shall be submitted together with their translation into the Polish language and signed by the Contractor with a qualified electronic signature according to the rules specified above. An exception to this rule is the technical description required in §5 item 7 of the ToR, which may be submitted in another language.

4. The form of submitted documents constituting the tender and ESPD.

The Contracting Authority requires that these documents be submitted in electronic form and, on pain of invalidity, be signed with a qualified electronic signature (Article 10a (5) of the PPL).

5. The deposit

5.1. Each Contractor shall be obliged to secure its tender with a security deposit, lodged before the deadline for submission of tenders, for the time of being bound by the tender, in the amount of the deposit: 60 000 PLN (word: sixty thousand PLN) or 13 500 EUR (word: thirteen thousand five hundred EUR).

5.2 The deposit may be paid in one or more forms provided for in art. 45 (6) of the Act:

- money,
- bank surety or surety of a cooperative savings and loan fund, except that the guarantee of the fund is always a cash guarantee,
- bank guarantees,
- insurance guarantees,

- suretyships granted by the entities referred to in Article 6b(5) point 2 of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (uniform text: Journal of Laws of 2019, item 310 as amended).

5.3 If the deposit is paid in cash, a transfer should be made to the Contracting Authority's bank account, kept by the Contracting Authority's: Bank Pekao SA O/Bielsko-Biała:

- for PLN: no. 32 1240 4142 1111 0000 4823 8630;
 - for EUR: No 39 1240 4142 1978 0000 4823 0559 - SWIFT: PKOPPLPW;
- entering in the title of the transfer: **deposit - EXTENSION OF THE COMPETENCE CENTER FOR THE DEVELOPMENT OF HYBRID, ELECTRICAL AND ALTERNATIVE MOTOR VEHICLES**

The deadline for crediting (receiving) the money to the Contracting Authority's account by the deadline for submitting tenders indicated in the ToR will be binding.

5.4 In the case of depositing a deposit in the form of a surety or guarantee, via the purchasing platform – the Contracting Authority requires the submission of a document in electronic form with the reservation that it will be signed with a qualified electronic signature by the Guarantor/guarantor, i.e. the issuer of the guarantee/security.

- 5.5 The guarantee shall be irrevocable, unconditional, drawn up in accordance with applicable law and should contain at least the following elements:
- a. name of the ordering party (Contractor), guarantee beneficiary (Contracting Authority), guarantor (bank or insurance institution granting the guarantee) and indication of their registered offices,
 - b. identification of the claim to be secured by the guarantee,
 - c. the amount of the guarantee,
 - d. the validity of the guarantee,
 - e. a commitment by the guarantor to: "pay the guarantee amount in connection with the circumstances described in Article 46 (4a) and (5) of the Act".

Any disputes concerning the guarantee shall be settled in accordance with the law of the Republic of Poland and shall be subject to the competence of the court competent for the seat of the Contracting Authority.

The provisions indicated above shall apply accordingly to sureties.

- 5.6 The Contracting Authority shall retain the deposit with interest, if in response to the call referred to in art. 26 (3) and (3a), for reasons attributable to the Contracting Authority, the Contractor did not submit statements or documents confirming the circumstances referred to in art. 25 (1), statement referred to in art. 25a (1), power of attorney or did not agree to correct the mistake referred to in art. 87 (2) point 3, which resulted in the impossibility to select the tender submitted by the Contractor as the most advantageous one.
- 5.7 The Contracting Authority shall return or, in justified cases, retain a deposit according to the rules specified in art. 46 of the PPL Act.
- 5.8 In the case of the Consortium, the deposit may be paid by one of the participants. The rules of submission and the content of the guarantee/security should undoubtedly meet the requirements contained in the ToR.

6. Deadline for binding the offer

- 6.1 The deadline for the Contractor to be bound by the submitted tender is **60 days**. In accordance with art. 85 (5) of the PPL, the deadline begins with the deadline for submission of tenders.
- 6.2 The Contractor, on his own or at the request of the Contracting Authority, may extend the time limit for submitting a tender, however, the Contracting Authority may only once, at least 3 days before the expiry of the time limit for submitting a tender, ask Contractors for consent to extend this time limit by a specified period of time, but not longer than 60 days.

6.3 Extension of the tender validity period is permitted only with simultaneous extension of the tender bond or, if this is not possible, with the payment of a new tender bond for the extended tender validity period. If an extension of the tender validity period is made after the selection of the most advantageous tender, the obligation to pay a new tender security deposit or to extend it shall apply only to the Bidder whose tender was selected as the most advantageous one.

7. Information on the formalities to be completed after the selection of the offer in order to conclude the contract.

7.1 The Contracting Authority shall immediately inform all Contractors about the following:

- selection of the most advantageous tender, giving the name or first and last name, seat or place of residence and address, if it is a place of business activity of the Contractor whose tender has been selected, as well as names or first and last names, seat or place of residence and addresses, if they are places of activity of the Bidders who submitted tenders, as well as the scores awarded to tenders in each tender evaluation criterion and total score,
- Contractors who have been excluded,
- Contractors whose tenders have been rejected shall state the reasons for the rejection,
- invalidation of proceedings
 - giving reasons in fact and in law.

7.2 The Contracting Authority shall make the information referred to above available on the website indicated in ToR.

7.3 If a bid of the Contractor who submitted a joint bid (consortium) has been selected, the Contracting Authority shall demand, prior to concluding a public procurement contract, a contract regulating cooperation between these Contractors.

7.4 The Contracting Authority requires the Contractor, in accordance with the content of the declaration submitted in the tender, to indicate in the contract the part of the contract to be performed by the subcontractor and to confirm the name and address of the subcontractor. The Contracting Authority allows for the possibility of changing the above mentioned data according to the rules resulting from this ToR, the submitted tender and the content of the contract.

7.5 An integral part of the contract to be signed shall be the submitted tender and the declarations and statements / information indicated therein.

7.6 Requirements concerning the performance bond:

- a. The Contracting Authority requests a performance bond in the amount of 10% of the total price (gross lump sum) given in the offer of the Contractor, whose offer will be considered the most advantageous. The security shall be lodged before the contract is signed. The performance bond shall be paid in the same currency as the tender price. The Contracting Authority does not allow for the possibility of changing the above rule during the execution of the contract, except for the cases resulting from the legal regulations applicable to the execution of a given action. In case of the need to make a "currency conversion" (only in cases resulting from legal regulations, documented by the parties / parties to the contract), the same rules will apply as in the case of establishing the offer price in another currency (on the day preceding the execution of a given action).
- b. A performance bond shall be provided by the Contractor in one or more of the following forms:
 - in money,

- bank suretyships or suretyships of a cooperative savings and loan fund, except that the guarantee of the fund is always a cash guarantee;
- bank guarantees;
- insurance guarantees;
- suretyships granted by entities referred to in art. 6b (5) point 2 of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (Journal of Laws of 2007 No. 42, item 275, as amended).

A bank or insurance guarantee, constituting a form of lodging a performance bond, should at least:

- 1) determine the beneficiary of the guarantee, i.e. BOSMAL Research and Development Institute Ltd., ul. Sarni Stok 93, 43-300 Bielsko-Biała
- 2) specify the guaranteed amount in PLN or another currency (determined on the basis of the submitted offer and the contents of the ToR),
- 3) specify the expiry date,
- 4) be a non-cancellable, unconditional guarantee, payable on each first request within 14 days,
- 5) indicate the object of the guarantee,
- 6) indicate that it serves to cover any claims for non-performance or improper performance and, if made in connection with the quality guarantee provided, that it serves to cover any claims under the warranty.

Similar rules shall apply to the Contractor in case of surety.

- c. The security paid in cash shall be paid by the Contractor only by bank transfer to the bank account indicated by the Contracting Authority.
- d. The Contracting Authority shall return 70% of the security within 30 days from the date of completion of the order and recognition by the Contractor as duly performed (final acceptance).
- e. 30 % of the amount of security will be left by the Contractor to secure claims under the warranty for defects. The amount referred to above shall be returned by the Contracting Authority no later than 15 days after the expiry of the warranty period for defects.
- f. If the security was provided in money, the Contractor shall keep it on an interest-bearing bank account. The Contracting Authority shall return the security lodged in money with interest resulting from the bank account agreement on which it was stored, reduced by the cost of maintaining this account and the bank commission for transferring money to the Contractor's bank account.
- g. If the Contractor whose tender has been selected fails to provide a performance bond, the Contracting Authority may choose the most advantageous of the remaining bids, according to the contents of art. 94 (3) of the Act, unless there are grounds referred to in art. 93 (1) of the Act.
- h. If a bid of Contractor submitting a joint bid is selected, the Contracting Authority shall require delivery of the contract regulating cooperation of these Contractors before concluding the supply contract.
- i. A Contractor who conducts business activity in the form of a limited liability company, if the value of the contract exceeds twice the amount of its share capital, on the day of signing the contract at the latest, shall be obliged to deliver a resolution of the partners on giving consent for the management board of the company to perform activities with the value of twice the amount of the company's share capital, in accordance with the provisions of art. 230 of the Commercial Companies Code, unless the contract of partnership provides otherwise, then he shall be obliged to deliver a copy of the contract of partnership, from the content of which the permission for incurring such obligations results.

7.7 The settlement of the contract concluded with the selected Contractor shall be based on the invoice in the amount:

- a. **20%** of the contract value, payable after contract signing
- b. **50%** of the contract value, payable after delivery;
- c. **30%** of the contract value, payable after commissioning and signing the final protocol.

The condition for payment of the final invoice with a payment period of 30 days is installation of the device, its start-up, conducting a training (at least 3 days) at the Contracting authority premises, providing the Contractor with the documents required in the contract and signing the Final Equipment Acceptance Protocol by the Parties.

§8. DEADLINES

1. Submission of tenders

The tender should be submitted electronically, through the appropriate website, dedicated to this procedure at platformazakupowa.pl or the buyer's profile of the Contracting Authority name - <https://platformazakupowa.pl/pn/bosmal> not later than **18.08.2020 at 12.00**.

2. Tenders opening

Offers will be opened in room 401 of the Automotive Research and Development Institute BOSMAL Sp. z o.o. **on 18.08.2020 at 12.30**.

The result of the of the opening of the tenders will be published on the website without delay:

https://www.bosmal.com.pl/72-przetargi_publiczne under the tab PUBLIC PROCUREMENTS/PUBLIC PROCESSING, in accordance with Article 86 (5) of the Act.

3. Contract performance

Delivery and commissioning is to be made **by 30.09.2021 - deadline required**.

§9. OTHER MATTERS

1. The Contractor should provide::

- 1.1 guarantee period for a **minimum of 12 months** from the date of commissioning (signing the acceptance protocol). The warranty covers all activities related to the detection and repair of faults (parameter evaluated). The rules of validity of the Contracting Authorities rights and obligations of the Contractor are specified in more detail in the warranty card, which constitutes Appendix No. 8 to the ToR.
- 1.2 possibility of reporting defects at least 7 days a week, 24 hours a day, by electronic means;
- 1.3 the service response time, counted from the moment of proceeding to the removal of the revealed defect from the date of receiving the call, shall not be longer than 4 days, except for public holidays; the deadline for removal of defects shall not be longer than 15 days from the date of reporting the defect, except for public holidays;
- 1.4 availability of spare parts and post-warranty service for the period of at least 7 years from the date of signing the acceptance protocol;
- 1.5 availability of post-warranty service within 15 days (a qualified service employee will perform the repair at the Contracting Authority's place), except for public holidays.
- 1.6 The Contractor shall be obliged to provide with the equipment complete documentation in Polish or English (electronic version, certificates in paper version), including at least:
 - a. technical drawings of the entire system (configuration diagram);
 - b. diagrams of all gas, pneumatic and hydraulic devices and installations;
 - c. diagrams of all electrical components and their connections including usage codes;

- d. instructions for use, repair and maintenance together with a complete description of measurement procedures, description of calibration procedures, in the part necessary from the point of view of Directive 2006/42/WE, should be provided with translation into Polish;
 - e. description of functioning of the system devices and their software;
 - f. list of spare parts;
 - g. a list of spare parts that BOSMAL should have in stock in order to minimize downtimes in case of system failure;
 - h. reports on procedures (calibration reports) for checking equipment after the equipment start-up phase (at the Contractor);
 - i. information and warning signs in the form of pictograms should be placed on the device, and if they are in descriptive form, they should be in Polish;
 - j. control elements must be described in Polish. This requirement does not apply to electronic control panels if they are an integral part of the English language software.
 - k. CE marking;
 - l. declaration of compliance with UN ECE and US EPA regulations;
 - m. declarations of conformity to the following safety standards:
 - 2006/42/WE- Machinery
 - 2014/35/EU - Low Voltage
 - 2014/30/EU - Electromagnetic compatibility
2. The Contracting Authority allows for the possibility of introducing an equivalent solution during the performance of the contract, meeting all the requirements of the contents of the ToR and the submitted tender (evaluation criteria) with the need to demonstrate their completion with a replacement product. However, an equivalent solution should meet all the requirements imposed in the ToR, regulations and not result in a product with worse technical, quality or operational parameters.
The product may not result in an increase in remuneration or postponement (extension) of the contract execution date or elements related to it (warranty, service response time, etc.).
3. In accordance with art. 144 (1) of the Act, the Contracting Authority provides for the possibility to change the provisions of the Contract, in case of a postponement of the completion dates, as described in the Essential matters of the contract - Annex 2.
4. The proceedings may be invalidated in cases specified in Article 93 of the Act.
5. **The English translation is auxiliary, in case of any doubts the text of the ToR in the Polish language is binding.**

§10. DATA PROTECTION NOTICE ART. 13 GDPR

In accordance with Article 13(1) and (3) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/WE (General Data Protection Regulation) (OJ L 119, 04.05.2016, p. 1), hereinafter 'the GDPR', I hereby inform you that:

- the administrator of your personal data is the BOSMAL Research and Development Institute Ltd. Sarni Stok 93, 43-300 Bielsko-Biała.
- the personal data protection inspector at the BOSMAL Research and Development Institute Ltd. is Mr Henryk Dębski contact: e-mail: Henryk.debski@bosmal.com.pl, telephone: +48 33 813 0 463
- Your personal data will be processed pursuant to Article 6(1)(c) of the GDPR for the purpose of the open tender procedure **BOS/30/NZ/20**.

- the recipients of your personal data will be persons or entities to whom the documentation of the procedure pursuant to Article 8 and Article 96(3) of the Act of 29 January 2004 will be made available. - Public Procurement Law (Journal of Laws of 2017, items 1579 and 2018), hereinafter referred to as the "PPL Act";
- Your personal data will be stored for 10 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 10 years, the period of storage shall cover the entire duration of the contract; the obligation to provide personal data concerning you directly is a statutory requirement specified in the provisions of the PPL Act, related to participation in the public procurement procedure; the consequences of not providing certain data result from the PPL Act;
- with regard to your personal data, decisions will not be taken in an automated way, applying to Article 22 of the GDPR;
- Based on Article 8(5) of the PPL Act the Contracting Authority shall make available the personal data referred to in Article 10 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/WE (General Data Protection Regulation) (OJ L 119, 04.05.2016, p. 1, as amended by 53), hereinafter referred to as "Regulation 2016/679", in order to enable the legal remedies referred to in Section VI to be exercised until the expiry of the deadline for their submission.
 - Pursuant to Art. 96 (3a) of the PPL Act, the principle of openness referred to in Art. 96 (3) of this Act applies to all personal data, except for the data referred to in Art. 9 sec. (1 of Regulation 2016/679, collected in the course of a public procurement procedure or a competition. The limitations of the principle of openness referred to in art. 8 sec. 3-5 of the PPL Act shall apply accordingly.
 - Pursuant to art. 96 (3b), as of the date of the completion of the contract award procedure, if the request referred to in art. 18 (1) of Regulation 2016/679 is submitted, it will cause a restriction of the processing of personal data included in the protocol and annexes to the protocol, the Contracting Authority shall not make such data available in the protocol and annexes to the protocol, unless the prerequisites referred to in art. 18 (2) of Regulation 2016/679 exist.
- pursuant to Article 8a(4) of the PPL making the request referred to in Article 18(1) of Regulation 2016/679 does not limit the processing of personal data until the completion of the public procurement procedure or a competition
- pursuant to art. 11 (6a) In the case of personal data included by the Contracting Authority in the Public Procurement Bulletin, the rights referred to in art. 15 and art. 16 of Regulation 2016/679 are exercised by way of a request addressed to the Contracting Authority
- pursuant to art. 11 (6b), the President of the Public Procurement Office shall ensure the technical maintenance of the ICT system by which the Public Procurement Bulletin is made available and shall specify the period of storage of personal data included in the Public Procurement Bulletin.
- You have the following:
 - pursuant to Article 15 of the GDPR, the right of access to your personal data; pursuant to Article 8a(2) and Article 97(1a) of the PPL Act, the Contracting Authority may request you to indicate additional information aimed at specifying the name or date of the public procurement procedure; pursuant to Article 97(1a) of the PPL Act, this also applies to data at the storage stage - contained in the minutes and annexes.
 - pursuant to Article 16 of the GDPR, the right to rectify your personal data, however, exercising the right of rectification may not result in a change in the outcome of the public procurement procedure or change the provisions of the agreement to the extent inconsistent with the PPL Act (Article 8a(3) of the PPL Act) and may not violate the integrity of the minutes and their annexes (Article 97(1b) of the PPL Act).

- pursuant to Article 18 of the GDPR, the right to request the controller to restrict the processing of personal data subject to the cases referred to in Article 18(2) of the GDPR,
- the right to lodge a complaint with the President of the Office for Personal Data Protection if you believe that the processing of your personal data concerning you is in breach of the provisions of the GDPR;
- you are not entitled:
 - in connection with Article 17(3)(b), (d) or (e) of the TYPE, the right to delete personal data;
 - the right to transfer personal data referred to in Article 20 of the GDPR;
 - **the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR, based on Article 21 of the GDPR**

The request referred to in Article 18(1) of Regulation 2016/679 shall not restrict the processing of personal data until the conclusion of a public procurement procedure.

During and after the completion of the public procurement procedure, if the performance of the obligations referred to in Article 15 (1-3) of Regulation 2016/679 would require a disproportionate effort, the Contracting Authority may request the data subject to indicate additional information aimed in particular at specifying the name or date of the completed procurement procedure.

§11. LEGAL REMEDIES

1. The Contractor, as well as another entity, if it has or had an interest in obtaining the contract and has suffered or may suffer damage as a result of violation by the Contracting Authority of the provisions of the PPL, shall have the right to appeal only against the Contracting Authority's action inconsistent with the provisions of the PPL taken in the contract award procedure or failure to take the action which the Contracting Authority is obliged to take under the PPL.
2. The appeal is lodged within 10 days from the date of sending the information on the Contracting Authority actions constituting the basis for its submission, if they were sent in the manner specified in the second sentence of Article 180(5) of the PPL, or within 15 days - if they were sent in another way.
3. An appeal against the content of the contract notice and against the provisions of the contract documents shall be lodged within 10 days from the date of publication of the notice in the Official Journal of the European Union or publication of the contract documents on the website.
4. An appeal against actions other than those specified in points 1 and 3 shall be lodged within 10 days from the day on which the circumstances on which the appeal was made, or with due diligence, could have been known about the circumstances on which the appeal was made.
5. The appeal shall be lodged with the President of the National Appeal Chamber in writing in paper form or in electronic form, bearing his/her own handwritten signature or qualified electronic signature respectively.
6. The appellant shall send a copy of the appeal to the Contracting Authority before the expiry of the time limit for filing the appeal in such a way as to enable it to read its contents before that time limit.
7. The Parties and participants in the appeal proceedings may appeal against the ruling of the National Appeal Chamber to court. The complaint shall be lodged with the district court competent for the registered office or place of residence of the Contracting Authority. The complaint shall be lodged through the Chairman of the National Appeal Chamber within 7 days of the date of delivery of the Chamber's ruling, at the same time sending a copy to the opponent of the complaint.

§12. LIST OF APPENDICES

1. Page One of the Tender Form (Appendix 1)
2. The essential provisions of the Contract - Annex no. 2.
3. Declaration of affiliation or lack of affiliation to the same capital group - Attachment No. 3.
4. Declaration of the entity providing the Contractor with resources pursuant to art. 22a par. 1 and par. 2 submitted to the tender - appendix no. 4.
5. Declaration submitted by the Contractor whose tender has been evaluated at the highest Contractor's request. – annex no. 5.
6. Declaration submitted by the entity providing resources to the Contractor whose tender has been evaluated the highest - Annex no. 6.
7. List of completed deliveries confirming fulfilment of the condition for participation in the procedure - Annex no. 7.
8. Guarantee card - appendix no. 8.

END OF TOR

BID FORM

.....,2020

Contracting Authority designation: **BOS/30/NZ/20**

Announcement no DU UE:...../Announcement
date:

Contractor name:

.....

Contractor's headquarters):

.....
(street, number)

.....
(postal code, city, voivodship, county)

Identifying data (NIP, PESEL, REGON, KRS):

.....

Mailing address:

.....
(name)

.....
(street, house no, apartment no.)

.....
(country, postal code, city voivodship, county)

.....
(website, e-mail)

List and description of powers of attorney granted for these proceedings / documents and statements/offer
submitted:.....

.....

Where a tender is submitted by a consortium (a joint tender submitted by several contractors), it shall be completed in the upper part by the "leader"/contractor, appointed as a proxy. Below it is obligatory to fill in this list identifying the other contractors.

Appendix no.1 ToR 2/7

No.	CONTRACTOR IN CONSORTIUM (JOINT BID)	IDENTIFYING DATA- ADDRESS, DOCUMENT NO. REGISTRY NO.

In the case of a tender submitted by a consortium under "name of the Contractors)" The Contractors shall enter the name of the consortium and the name of the proxy, in the remaining items concerning the "address of the Contractors)". - data of the Consortium Attorney.

In the case of a joint tender (consortium), a table showing the full names of the contractors and their addresses should also be completed.

Appendix no 1 ToR 3/7

OFFER

1. We hereby submit our offer for the delivery of new, dynamic braking station with equipment dedicated for research and development, also for approval measures for testing and simulating Heavy Duty (HD) and Light Duty (LD) internal combustion engines fueled by gasoline, diesel, LPG gas, CNG, synthetic fuels and biofuels with a maximum power rating 560Kw (HD) and 450Kw (LD), which will be carried out in accordance with the requirements of the Terms of Reference - BOS/30/NZ/20.

We offer the execution of the subject of the contract within the scope specified in the Terms of Reference (ToR) in the amount (lump sum price, covering the full scope of the subject of the contract described in the ToR and annexes):

2. Net price: PLN; VAT tax (%)

amount:..... PLN

Gross price: PLN

writing: PLN

Gross price: currency.

The Contractor shall convert the price of the tender given in the currency according to the principles indicated in §5 point 9 of the ToR.

In the absence of conversion of the offer price¹ into PLN, the Contracting Authority shall perform such conversion in accordance with the principles described in the text of the ToR.

The subject matter of the order, valuation principles have been described by the Contracting Authority in the text of the ToR and we do not raise any comments and objections related to the description prepared by the ordering party. If our offer is selected, we declare the execution of the order in accordance with all requirements of the Contracting Authority and legal regulations, the content of the offer, within the period specified in these ToR.

Appendix no 1 ToR 4/7

3. Subcontracting declaration

¹ "As provided for in the ToR: "Where a tender has been submitted, the selection of which would lead to the contracting authority being obliged to pay tax in accordance with VAT legislation, the Contracting authority shall, in order to assess such a tender, add VAT to the price presented in the tender, which it would be obliged to settle in accordance with that legislation. When submitting a tender, the Contractor shall inform the Contracting authority whether the selection of a tender will lead to the Contracting authority's tax liability, indicating the name (type) of the goods or services the supply or provision of which will lead to its occurrence and their value without the amount of the tax"

- I declare that I will execute the order on my own and I do not intend to execute it with subcontractors*.
- We declare that we intend to carry out the order with the participation of subcontractors (fill in only if the contractor intends to entrust the execution of the order to subcontractors)*:

Lp.	Subcontractor (identifying data, address, name, NIP/PESEL,)	Scope of the part of the contract/supply or service in which the contractor intends to entrust the execution to a subcontractor
		Location Scope of work: Size:
		Location: Scope of work: Size:

** cross out an unnecessary statement. In the case of failure to cross out the statement(s) will be illegible and the tabular list will not be completed, the contracting authority is to assume that the order will be carried out by the contractor on its own and the contractor does not intend to entrust it to any subcontractor.*

4. We provide a guarantee for the entire order for the period..... months from the date of commissioning and signing the final acceptance protocol (note: according to the ToR, the minimum guarantee period is 12 months - a requirement imposed in this procedure). We declare that in case of failure to fill in the above mentioned item, we give a 12-month guarantee. The warranty period in accordance with the conditions of the Civil Code is 24 months.
5. Technical parameter – Accuracy of current and voltage measurement of the hybrid drive supply current (sum of current and voltage measurement accuracy)..... [%].
Maximum value of current and voltage 0.1%.
6. Technical parameter – Value of the inertia torque of the motor under test[kgxm2]. **Maximum torque value 0.4 [kgxm2].**

Appendix no 1 ToR 5/7

7. The equipment has a declaration of conformity and meets European safety standards.

8. **We undertake*(s*) to carry out the subject of the contract by 30.09.2021r.**
9. **We declare that:**
 - a. **We guarantee the performance of this order in its entirety as stated: To the ToR, explanations to the ToR and its modifications,**
 - b. **the offer made binds us for 60 days. The time limit begins to run when the deadline for submission of bids expires.**
10. **We accept without reservation the description of the subject matter of the contract, the requirements contained in the ToR and the draft contract attached to the ToR and we undertake to sign the contract under the terms and conditions applicable to this procedure.**
11. **We hereby declare that the selection of the offer will*/shall* not lead to a tax obligation on the part of the Contracting Authority.** At the same time as the submitted declaration, we provide the name (type) of the goods or services whose supply or provision will lead to its occurrence
....., and indicate their value without tax
.....
12. If our tender is considered to be the most advantageous, I*(our*) undertake to conclude the contract at the place and time indicated by the purchaser. Before concluding the contract, we undertake to provide a performance bond under the terms and conditions indicated in the ToR and draft contract
13. The guarantee lodged in these proceedings in the form of
must be returned as follows:
14. The contact person for the conclusion of the agreement is
The way of contact: email:

Mailing address if different:
15. **None of the information contained in the offer constitutes a business secret within the meaning of the provisions on combating unfair competition***) / the information contained in the offer indicated below constitutes a business secret within the meaning of the provisions of the Act on Combating Unfair Competition and therefore cannot be disclosed, in particular to other participants in the proceedings****):**

Appendix no.1 ToR 6/7

Lp.	Indication of the type (name)	The pages in the offer (expressed in figures) or a separate part of the offer (proposed solution)	
		FROM	TO
a)			
b)			
c)			

Attention!

***) The term "business secret" means technical, technological, organisational or other information of economic value which, as a whole or in a particular combination and set of its elements, is not generally known to persons normally engaged in this type of information or is not readily accessible to such persons, provided that the person authorised to use or dispose of the information has taken steps, with due diligence, to maintain its confidentiality (OJ of 24 August 2018, item 1637).

****) The Contractor shall enclose this declaration only if he reserves in the tender that any of the information included in the tender constitutes a business secret and proves that the reserved information constitutes a business secret. An Contractor cannot reserve the information referred to in art. 86 item 4 of the PPL.

16. Is the Contractor a micro, small or medium enterprise? YES NO
(choose correct answer)

See Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (OJ L 124, 20.5.2003, p. 36). This information is required for statistical purposes only.

Micro-enterprise: an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million.

Small enterprise: an enterprise which employs fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 10 million.

Medium-sized enterprises: enterprises which are not micro or small enterprises and which employ fewer than 250 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 50 million.

Appendix no.1 ToR 7/7

17. Declaration placed by the Contractor on the fulfilment of the information obligations provided for in Article 13 or 14 of the TYPE

We declare that:

We have fulfilled the information obligations provided for in Article 13 or Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("FID") for natural persons from whom I have directly or indirectly obtained personal data in order to compete for the award of a public contract in this procedure, including the obligation that I have fulfilled in accordance with the "Information on processing of personal data of natural persons whose data are provided to the contracting authority by the contractor in the course of the public procurement procedure and in the course of performance of the contract" attached to the ToR in this procedure.

STATEMENT CONCERNING THE INFORMATION PROVIDED:

We declare that the information provided in the above statements is up to date and true and has been presented with full knowledge of the consequences of misleading the contracting authority when presenting the information.

18. The annexes to this tender are:

- 1) – page
- 2) – page
- 3) – page
- 4) – page
- 5) – page
- 6) – page

.....
place, date

.....
Contractor signature

Appendix no.3 ToR

....., 2020

Contracting authority signature: **BOS/30/NZ/20**

Announcement no. DU UE:...../announcement date

Contractor name:

.....

.....

The printout submitted by all the contractors who have submitted bids - TIME OF OPEN OFFERS.

**DECLARATION OF AFFILIATION OR NON- AFFILIATION
TO THE SAME GROUP**

By submitting a tender in the public procurement procedure for the supply of two, new, dynamic braking stations with equipment dedicated for research and development, also for approval measures for testing and simulating Heavy Duty (HD) and Light Duty (LD) internal combustion engines fueled by gasoline, diesel, LPG gas, CNG, synthetic fuels and biofuels with a maximum power rating 560Kw (HD) and 450Kw (LD), conducted by the BOSMAL Research and Development Institute Ltd.

WE DECLARE THAT:

- we do not belong to the same capital group referred to in art. 24 section 1 item 23 of the PPL Act with contractors who submitted tenders in this procurement procedure*;
- we belong to the same capital group referred to in art. 24 par. 1 item 23 of the PPL with the following economic operators who submitted tenders in this contract award procedure*:

1).....

2).....

The following documents or information are attached, that the relationship with the contractor (name, address).....

.....

do not lead to a distortion of competition in the contract award procedure.

.....

Contractor's signature

*delete any unnecessary

Appendix no.4 ToR

**Submitted to the bid pursuant to Article 22a(1) and (2) of the PPL Act.
Submitted to a tender only if the contractor uses the resources of another entity.**

Contracting Authority:

.....
(name/company, address)

Entity making resources available pursuant to Article 22a of the PPL:

.....
(full name/company, address, registry documents)

Represented by:
(name, surname, basis for representation)

No. of the procedure - designation of the Contracting Authority: **BOS/30/NZ/20**

Statement of the entity making the resources available pursuant to Article 22a of the PPL Act.
It shall be filled in by the entity providing the Contractor with its resources (technical and professional potential) in order to confirm the fulfilment of the conditions for participation in the proceedings.

I declare that, in accordance with Article 22a(1) and (2), I will make my technical and professional capacities available:

.....
.....

Contractor submitting a tender in this procedure (full name, seat, identification data):

.....
.....

Appendix no.4 2/2

(1) the extent of the resources made available to the contractor;

.....
.....

(2) the use of resources by the contractor, when performing the public contract;

.....
.....

(3) scope and duration of participation in the performance of a public contract;

.....
.....

.....,date

.....
signature of the person legally empowered

A STATEMENT CONCERNING THE INFORMATION PROVIDED:

I declare that all the information provided in the above statements is up to date and true and has been presented with full knowledge of the consequences of misleading the purchaser in presenting the information.

.....
Signature

WARRANTY CARD SAMPLE

(Quality guarantee)

The Guarantee is the Contractor:

.....
(name, address)

The warranty holder is:

.....

Called then Contracting Authority.

§ 1

Warranty purpose and period

1. This warranty cover whole order matter which form an integral part of the Contract..... Date on Or any other documents which are integral part of the contract.
2. The Guarantor shall be liable to the Contracting Authority under this Warranty Card for the entire subject matter of the Contract, including parts performed by subcontractors.
3. The guarantor is responsible to the contracting authority for the performance of all obligations referred to in this guarantee.
4. Warranty period consistmonths starting from the date of signing by the Contracting Authority of the final acceptance protocol of taking over the subject of the Contract.

§ 2

Duties and rights of the Parties

1. In the event of any defect in the subject matter of the Contract, the Contracting Authority shall be entitled to:
 - a) indicate the procedure for the removal of the defect/replacement of the item with a new one that is free from defects;
 - b) demand from the Warrantor compensation limited only to personal and material damages resulting directly from a defect of the device, which the Purchaser suffered as a result of defects.
 - c) demand from the Guarantor a contractual penalty for untimely commencement of removal of defects/replacement of the item to a defect-free item in the amount of 0.2% of the gross remuneration (including VAT) specified in the Contract, for each week of delay. The amount of the penalty may not exceed 5% of the contract price.
 - d) demand from the Guarantor a contractual penalty for untimely commencement of removal of defects / replacement of the item with a defect-free item in the amount of 0.2% of gross remuneration (including VAT) specified in the Contract, for each week of delay;
2. In the event of the occurrence of any defects in the subject of the Contract, the Guarantor is obliged to:
 - a) timely fulfillment of the Contracting Authority's request for removal of the defect, however, the removal of the defect may also take place by replacing the item included in the subject of the Contract with an item free from defects;
 - b) pay compensation referred to in section 1 letter b);
3. In the case of untimely removal of defects or untimely removal of defects / replacement of the item with a defect-free one, the Guarantor is obliged to:
 - a) pay the contractual penalty referred to in paragraph 1c);
 - b) pay the compensation referred to in paragraph 1d).

4. Whenever further provisions refer to "removal of a defect", this shall also mean replacement of the item falling within the scope of the subject matter of the Contract with a defect-free item.

Appendix no 8 ToR str. 2/3

§ 3

Warranty checks

As part of the warranty, the Contractor ensures that free periodic inspections, necessary to maintain the warranty, are carried out in accordance with the operating manual of the equipment, ensuring failure-free operation of the system. However, inspections may not take place less frequently than once every 12 months.

§ 4 Appeal to remedy a defect

In the event of a defect being revealed at a time other than during the warranty inspection, the Contracting Authority shall immediately, but not later than within 7 days from the disclosure of the defect, notify the Guarantor of the defect in writing, at the same time calling on the Guarantor to remove the revealed defect in an appropriate manner:

- ⇒ regular one, mentioned at § 5 point. 1, or
- ⇒ emergency one, mentioned at § 5 point. 2.

§ 5

Defect elimination mode

Regular mode:

1. The Guarantor is obliged to proceed to remove the revealed defect within 4 days (except for statutory holidays) from the date of receiving the call referred to in § 4 or the date of drawing up the Guarantee Review Protocol. The deadline for removal of defects cannot be longer than 15 days from the date of reporting the defect, except for public holidays or from the date of drawing up the Protocol of the Guarantee Review. In case it is necessary to send the device or its parts to the Contractor's service point, the repair date will be agreed upon additionally.

Emergency mode:

1. When the revealed defect restricts or prevents the operation of a part or the whole object of the contract, as well as when the revealed defect may result in a threat to human life or health, pollution of the environment, occurrence of irreparable damage to the Contracting Authority or third parties, as well as in other cases of no delay (about which the Contracting Authority shall inform the Guarantor in the summons referred to in §4): the Guarantor is obliged to:
 - ⇒ proceed to remove the revealed defect immediately, but not later than within 2 days (**except public holidays**) from receiving the call referred to in § 4, or from drawing up the Guarantee Review Protocol,
 - ⇒ remove the defect at the earliest possible date, not later than within 7 days (**except public holidays**) from receiving the call referred to in § 4 or the date of drawing up the Guarantee Review Protocol.
3. The defects removal shall be deemed to be effective once Parties have signed a protocol of acceptance of the removal of defects.

§ 6

Communication

1. All communication between the Parties must be in writing.
2. The Contracting Authority has the opportunity to report defects at least 7 days a week, 24 hours a day, by e-mail;
3. Communication by e-mail will be considered in written form only.
4. All correspondence addressed to the Guarantor should be sent to the
(Contractor address, fax no., email address)
5. All correspondence addressed to the Contracting Authority should be sent to the

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6. The parties are obliged to inform about changes in the contact details referred to in paragraphs 3 and 4 immediately, no later than 7 days after the occurrence of the changes, under the pain of considering sending correspondence to the last known address as effectively delivered.
7. The Guarantor is obliged, within 7 days from the date of filing a petition for bankruptcy or liquidation, to notify the Contracting Authority in writing about this fact.
8. The Contractor guarantees the availability of post-warranty service within 15 days (a qualified service technician will perform the repair in the place of the Contracting Authority), except for public holidays.
9. Availability of spare parts and post-warranty service for a period of at least 7 years from the date of signing the acceptance protocol.

§ 7

Final agreements

1. In matters not regulated, the relevant provisions of Polish law, in particular the Civil Code shall apply.
2. An integral part of this Warranty Card is the Contract and other documents being its integral part.
3. Any changes to this Warranty Card must be made in writing under pain of nullity.
4. This Warranty Card has been drawn up in two copies with original rights, one for each party

The Guarantor (Contractor)

Appendix no.5 ToR

.....,2020

Ordering Party's designation: **BOS/30/NZ/20**

Announcement no. DU UE:/announcement
date.....

announcement

Contractor name:

.....
.....

STATEMENT

**ON THE ABSENCE OF GROUNDS FOR EXCLUSION IN THE CASE OF AN INVITATION BY THE CONTRACTING
AUTHORITY**

In connection with the submission of a bid in a public procurement procedure conducted by means of an open tender for two, new, dynamic braking stations with equipment dedicated for research and development, also for approval measures for testing and simulating Heavy Duty (HD) and Light Duty (LD) internal combustion engines fueled by gasoline, diesel, LPG gas, CNG, synthetic fuels and biofuels with a maximum power rating 560Kw (HD) and 450Kw (LD), conducted by the BOSMAL Research and Development Institute Ltd.

I the undersigned _____

_____ acting for and on behalf of

declare that:

1. no final court judgment or a final administrative decision on arrears with payment of taxes, fees or social or health insurance contributions has been issued in relation to the Contractor whom I represent;
2. the Contractor whom I represent has not been forbidden from tendering for public contracts as a precautionary measure;
3. the Contractor whom I represent has not been given a final and binding sentence of a court for an offence of restriction of liberty or a fine within the scope defined by the ordering party pursuant to art. 24 item 5 point 5 of the Act of 29 January 2004. Public Procurement Law (uniform text: Journal of Laws of 2018, item 1986 as amended - "PZP"), i.e. for an offence against the employee's rights or an offence against the environment, if the offence was punishable by imprisonment, restriction of freedom or a fine not lower than PLN 3,000;
4. In relation to persons indicated in Article 24(5)(6) of the PPL, no court sentence was issued for an offence of restriction of liberty or a fine within the scope specified by the contracting authority under Article 24(5)(6) of the PPL, i.e. for an offence against the employee's rights or an offence against the environment, if the offence was punishable by imprisonment, restriction of liberty or a fine not lower than PLN 3 000;
5. the contractor I represent is not in arrears with the payment of local taxes and fees referred to in the Act of 12 January 1991 on Local Taxes and Fees (consolidated text: Journal of Laws of 2018, item 1445, as amended);

.....
Contractor signature

Appendix no.6 ToR

.....,2020

Contracting authority signature: **BOS/30/NZ/20**

Announcement no. DU UE:/announcement
date.....

announcement:

Name of the Resource Provider - hereinafter referred to as the AFFILIATOR:

.....

STATEMENT

**ON THE ABSENCE OF GROUNDS FOR EXCLUSION IN THE CASE OF AN INVITATION BY THE CONTRACTING
AUTHORITY**

With regard to the provision of resources to the contractor
in the public procurement procedure conducted by means of an open tender for two, new, dynamic braking
stations with equipment dedicated for research and development, also for approval measures for testing and
simulating Heavy Duty (HD) and Light Duty (LD) internal combustion engines fueled by gasoline, diesel, LPG
gas, CNG, synthetic fuels and biofuels with a maximum power rating 560Kw (HD) and 450Kw (LD), conducted
by the BOSMAL Automotive Research and Development Institute Ltd.

I, the undersigned _____

acting for and on behalf of _____

declares that:

1. no final court judgment or a final administrative decision on arrears in payment of taxes, fees or social security or health insurance contributions has been issued against the Provider I represent;
2. the Accessing Party I represent has not been prohibited from tendering for public contracts as a precautionary measure;
3. no final judgment of a court for an offence of restriction of liberty or a fine has been passed in relation to the Accessing Party whom I represent within the scope defined by the Awarding Entity on the basis of Article 24, paragraph 5, point 5 of the Act of 29 January 2004. Public Procurement Law (uniform text: Journal of Laws of 2018, item 1986 as amended - "PZP"), i.e. for an offence against the employee's rights or an offence against the environment, if the offence was punishable by imprisonment, restriction of freedom or a fine not lower than PLN 3,000;
4. in relation to persons indicated in Article 24(5)(6) of the PPL, no court sentence was issued for an offence of restriction of liberty or a fine within the scope specified by the contracting authority under Article 24(5)(6) of the PPL, i.e. for an offence against the employee's rights or an offence against the environment, if the offence was punishable by imprisonment, restriction of liberty or a fine not lower than PLN 3 000;
5. The Provider whom I represent is not in arrears with payment of local taxes and fees referred to in the Act of 12 January 1991 on local taxes and fees (consolidated text: Journal of Laws of 2018, item 1445, as amended);

.....
The declaration shall be signed by the provider
of the resources, except / applies (Article 22a(3) of the PPL)

Appendix no.7 ToR

.....2020

Contracting Authority: **BOS/30/NZ/20**

Announcement no. DU UE:

date.....

announcement:

Contractor name:

.....
.....

List of deliveries made to confirm the fulfilment of the participation condition resulting from §3 of the ToR*.

This condition shall be met if the Contractor demonstrates that within the last 3 years before the deadline for submission of tenders he has made at least 2 deliveries of engine dynamometers and power supply systems for hybrid drives of comparable power (400÷600kW) and equipped with the same automation system as offered.

In order to prove the fulfilment of the condition for participation in the procedure indicated in §3 of the ToR, a contractor at the invitation of the Contracting authority shall be obliged to submit a list of at least two supplies made within the last three years before the deadline for submission of tenders, and if the period of activity is shorter - within this period, together with their value, subject matter, dates of performance and entities, to whom the deliveries have been made, and enclosing proofs stating whether the deliveries have been made, such proofs being references or other documents issued by the entity to whom the deliveries have been made, and if for a justified reason of objective nature the Contractor is not able to obtain such documents - a statement by the Contractor.

In the case of a tender submitted jointly (Article 23 of the Act on public procurement - consortium), the condition of participation in the procedure is sufficient if at least one of the Contractor submitting a joint tender or two jointly.

L.p.	Subject matter description	Total value (PLN/currency) Currency Converter according to the ToR	Deadline from to.....	NAME address (place of implementation) Investor

The list should be accompanied by evidence confirming that the above mentioned deliveries have been made, with references or other documents issued by the entity for the benefit of whom the deliveries have been made, and if for a justified reason of objective nature the Contractor is not able to obtain such documents - a statement by the Contractor.

If in the documents submitted to confirm the fulfilment of the conditions for participation, any values are given in a foreign currency, the Contracting Authority, in order to assess the fulfilment of the condition for participation, shall convert the value of the currency into PLN according to the average exchange rate of the National Bank of Poland as of the date of publication of the contract notice in the Official Journal of the European Union.

.....
Contractor*

* It shall be submitted separately by the Contractor and/or, if applicable, by the Provider

Material Provisions of the Contract

§1 Contract matter

1. The subject of the contract is a is two, new, dynamic braking stations with equipment dedicated for research and development, also for approval measures for testing and simulating Heavy Duty (HD) and Light Duty (LD) internal combustion engines fueled by gasoline, diesel, LPG gas, CNG, synthetic fuels and biofuels with a maximum power rating 560Kw (HD) and 450Kw (LD). Tested engines will be operated in states as follows: steady, transient and dynamic.
2. Detailed description of the subject of the contract is set out in the ToR, which together with the Contractor offer will constitute an integral part of the contract.
3. The Contractor is obliged to execute the subject of the agreement not later than **by September 30th, 2021**.
4. The Contractor shall be obliged to provide with the equipment complete documentation in Polish or English (electronic version, certificates in paper version), including at least:
 - a. technical drawings of the entire system (configuration diagram);
 - b. diagrams of all gas, pneumatic and hydraulic devices and installations;
 - c. diagrams of all electrical components and their connections including usage codes;
 - d. instructions for use, repair and maintenance together with a complete description of measurement procedures, description of calibration procedures, in the part necessary from the point of view of Directive 2006/42/WE, should be provided with translation into Polish;
 - e. description of functioning of the system devices and their software;
 - f. list of spare parts;
 - g. a list of spare parts that BOSMAL should have in stock in order to minimize downtimes in case of system failure;
 - h. reports on procedures (calibration reports) for checking equipment after the equipment start-up phase (at the Contractor);
 - i. information and warning signs in the form of pictograms should be placed on the device, and if they are in descriptive form, they should be in Polish;
 - j. control elements must be described in Polish. This requirement does not apply to electronic control panels if they are an integral part of the English language software.
 - k. CE marking;
 - l. declaration of compliance with UN ECE and US EPA regulations;
 - m. declarations of conformity to the following safety standards:
 - 2006/42/WE- Machinery
 - 2014/35/EU - Low Voltage
 - 2014/30/EU - Electromagnetic compatibility
5. The Contractor undertakes to provide detailed installation conditions in Polish **within 8 (eight) weeks** from the conclusion of the contract.
6. Permissible changes in the contract after its conclusion, as provided in §2.

§2 Amendments to the Contract

1. Pursuant to Article 144(1) of the PPL, the Contracting Authority provides for the possibility to amend the provisions of the concluded Contract in relation to the content of the offer. An amendment is possible if at least one of the circumstances listed in this paragraph occurs.
2. The deadline for the execution of the subject matter of the agreement may be changed in case:
 - a. changes in atmospheric, geological, archaeological conditions in the event of force majeure understood as the occurrence of an extraordinary, external, unforeseeable and preventable event, which could not have been avoided even with the utmost care, and which prevents the Contractor from performing its obligation in whole or in part (they need to be documented and proved to have an impact on the contract completion date, requires the acceptance of the Contracting Authority). In the event of force majeure, the Parties are obliged to make every effort to minimize the delay in the performance of their contractual obligations, resulting from force majeure,
 - b. documented changes resulting from the operation of administrative bodies or changes in legal regulations having a direct impact on the contract term,
 - c. circumstances of the place where the subject of the contract is to be performed that are different from the conditions accepted in the documentation. In case of occurrence of such deviations (they require documenting and demonstrating the impact on the contract execution date) from the assumed ones, the contract execution date will be extended,
 - d. delays in obtaining the necessary permits, approvals, opinions necessary for the execution of the subject of the contract (they need to be documented and proved to have an impact on the date of execution of the contract) arising from reasons not attributable to the Contractor. The deadline shall be extended by the time that was actually necessary to obtain the aforementioned documents,
 - e. suspension of work by the authorized bodies of Contracting Authority (they need to be documented and demonstrated for reasons not attributable to the Parties),
 - f. due to actions of third parties preventing the execution of the subject matter of the agreement, which are not a consequence of the fault of either of the Parties (they need to be documented and proved to influence the date of execution of the agreement),
 - g. a change in the deadline, when the legitimacy of such a change has been established as a result of a change in the rules of financing the task resulting from contracts signed by the Contracting Authority, or provided for the signing or annexation of contracts with external institutions (they need to be documented and shown to have an impact on the deadline for contract execution),
 - h. changes in the dates of payment amounts which could not be predicted at the date of concluding the contract, in particular if such a change will enable the Contracting Authority to obtain external funds for the execution of the task and/or timely settlement of the completion of the Investment before external institutions, or result from a significant (more than 10%) rapid completion of the subject matter of the contract than indicated by the contractual deadlines (they need to be documented and proved to have an impact on the contract completion date),
 - i. changes in the event of unpredictable at the date of the Contract signing work that requires replacement or additional work (which must be documented and shown to have an impact on the contract completion date).
3. In the event of occurrence of any of the circumstances listed in section 2 above, the term of performance of the Contract may be appropriately extended by the time necessary for proper completion of the work, but not longer than by the duration of those circumstances. The condition for the extension of the deadline for the execution of the order is to present and document the documents and statements documented by the party indicating the fact of the occurrence of a given circumstance, to demonstrate the impact of the occurrence of a given case on the deadline for the execution of the agreement, and to justify that each day of the extension of the deadline was not due to the fault of the Contractor or subcontractors - subcontractors participating in the execution of the contract.
4. In the case of the circumstances referred to in item 2 point b), the Contracting Authority may suspend the works for up to 3 months, and the Contractor may not claim reimbursement of the costs incurred during this period. If the period of suspension of work proves to be longer than 3 months, the Contracting Authority shall allow for reimbursement of documented fixed costs incurred by the Contractor. The costs shall be reimbursed on the basis of a written and justified agreement between the Parties.

5. Other types of changes caused by the following circumstances:
 - a. force majeure preventing the performance of the Subject matter of the contract in accordance with the ToR; force majeure shall be considered an external event whose effects cannot be foreseen or prevented. In particular, force majeure shall be considered to be acts of nature such as: hurricane, earthquake, flood and other events such as war, riots, radioactive contamination,
 - b. when another legal, economic or technical circumstance arises that makes it impossible to perform or properly perform the Contract in accordance with the ToR,
 - c. a change in the manner in which the benefit is provided as a result of technological changes caused in particular by the following circumstances: unavailability of materials or equipment on the market due to cessation of production or withdrawal from the market of such materials and equipment or the appearance of materials on the market newer generation materials and equipment allowing to save the costs of execution of the Object of the contract or operating costs of the executed Object of the contract or to obtain better quality of works,
 - d. change or resignation from the Subcontractor whose potential the Contractor relied on when submitting a tender shall be possible, but only on condition that the Contractor proves to the Contracting Authority that the proposed other Subcontractor or the Contractor itself meets the conditions no less than those required during the contract award procedure,
 - e. occurrence of unforeseen circumstances related to the change of law (both domestic and European Union law, regulations and standards or other regulations, or the change of regulations will be published in the Journal of Laws, which will affect the performance of the contract and it will be necessary to introduce changes in the performed contract) and update of design solutions due to technological progress, the Contractor will adjust the subject of the contract to the applicable law. In the situation referred to above, if the introduction of changes as a consequence will affect the critical path of the contract (a sequence of such events that will delay completion of the entire task) - it is possible, in particular, to change the date of performance of the contract by the necessary real time of contract execution. If the Contractor is in delay with the performance of the contract, then the necessary time for making the changes shall be reduced by the time in which the Contractor is in delay on the day when both parties decide to make the change (i.e. sign an annex to the contract within this scope),
 - f. in the event of the need to make changes or prepare analyses other than those specified in the subject of the contract as a result of the requirements of external institutions, if the introduction of changes will affect the critical path of the contract (a sequence of such events that will delay the completion of the entire task) - it is possible, in particular, to change the date of performance of the contract for the necessary real time to make changes.
6. The amendments referred to above (paragraph 5(f)) may occur by written agreement between the Parties. They require documenting the occurrence of a given circumstance and demonstrating the impact on the basis for the change in the contract. The Party proposing an amendment to the contract is required to provide evidence of the basis for the amendment. It must demonstrate that the proposed amendment is the result of circumstances beyond its control. The condition for making the amendment is to present and document documents and statements documented by the party indicating the fact of occurrence of a given circumstance, proving the impact of the occurrence of a given case, and justifying that the amendment is not the fault of the contractor or subcontractor (concluded subcontracting agreements),
7. It is permitted, with the consent of the Contracting Authority, to change the method of execution of individual works while maintaining the parameters, in the case of using replacement materials, other technologies or solutions, if such a change is favorable to the Contracting Authority, will not increase the cost of the Investment or will not affect the delay of the completion of works.
8. The Contracting Authority allows reducing the value and scope of works in the event of the circumstances referred to in item 7 above.
9. A Party applying for an amendment to the provisions of the concluded Contract is obliged to document the occurrence of the circumstances referred to in this statement. A request to amend the provisions of the concluded contract must be made in writing.
10. In order to introduce a change in the remuneration to the contract, each Party may request the other Party to change the amount of the Remuneration due to the Contractor, together with a justification including, in particular, a detailed calculation of the total amount by which the Contractor's remuneration should be changed and indication of the date from

which the amount of the Contract execution costs justifying the change in the amount of the Remuneration due to the Contractor has been or will be changed.

11. All the above provisions constitute a catalogue of changes to which the Contracting Authority may agree on the basis of the concluded contract (except for the cases indicated in the provisions of the PPL or the Civil Code) and at the same time do not constitute an obligation to give such consent.
12. A party proposing an amendment to the contract based on the catalogue of amendments to the contract presented above, is obliged to prepare and justify the request for such amendment. In order to be valid, any amendments to the contract must be made in writing in the form of an annex to the contract.

§3 Remuneration and settlement of works

1. The Contracting Authority undertakes to pay the selected Contractor remuneration in the amount and currency specified in the tender for duly completed delivery. The price of the contract for completion of the subject matter of the contract shall include all costs incurred by the Contractor and shall not be increased except for the cases provided for in the ToR and the concluded contract and the PPL Act.
2. The settlement of the contract concluded with the selected Contractor shall be based on the invoice in the amount:
 - a. 20% of the contract value, payable after contract signing;
 - b. 50% of the contract value, payable after delivery;
 - c. 30% of the contract value, payable after commissioning and signing the final protocol.

The condition for payment of the final invoice with a payment period of 30 days is to install the equipment, its commissioning, conducting training (at least 3 days) at the headquarters of the Contracting Authority, providing the Contractor with the documents required in the contract and signing by the Parties of the final acceptance protocol of the Equipment.

Invoices will be sent electronically to the address: Invoice_Purchase@bosmal.com.pl and will be paid in the currency of the offer.

Pursuant to the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for works or services and public-private partnership (Journal of Laws, item 2191), the Contractor may issue a structured invoice on the Electronic Invoicing Platform at the address: <https://pefexpert.pl/>

3. In the case of defects found during the collection of the subject of the contract of collection, the Contracting Authority has the following rights:
 - a. if the defects can be removed at the Contracting Authorities registered office, the Contracting Authority shall postpone signing the acceptance protocol until the defects are removed, but not more than 30 days from the previously planned date of acceptance,
 - b. if the defects cannot be remedied at the Contracting Authorities registered office or require longer repair time, the Customer may refuse to accept the subject of the order.
4. The parties within 14 days in writing will decide on the possibility of repair or the need for replacement with a new one, free from defects, and will specify a new deadline for receipt of the subject of the contract.
5. The Contracting Authority and the Contractor will indicate in the contract persons authorized to make technical arrangements and sign the final acceptance protocol.

§4 Performance guarantee

1. The guarantee of proper performance of the contract, which the contractor shall provide before the conclusion of the contract is subject to the requirements of the ToR.
2. The guarantee of proper contract performance (called then: guarantee) which amount is zł/ currency (10% of the total gross price quoted in the Contractor's offer), has been paid for the full period of execution of the Subject of the contract and the warranty for defects, before signing the contract, in full amount, in the form of
3. During the contract execution and during the warranty period, the form of the security lodged may be changed at the request of the Contractor with the prior consent of the Contracting authority (one of the accepted forms: money, bank or insurance guarantees, bank guarantees - according to the requirements specified in the PPL Act), maintaining its continuity and amount. Change of the form of Security does not constitute an amendment to the contract.
4. In case of a change in or failure to meet the contractual end date, the Contractor undertakes to extend the validity of the guarantee in a form other than money accordingly. In the absence of a relevant document, the Contractor agrees to deduct the relevant amount of the guarantee from the first receivable to which it is entitled without a prior call for the guarantee.
5. The guarantee shall be returned to the Contractor in parts and on the following dates:
 - a. 70% of the security - within 30 days from the date of the Final Acceptance,
 - b. 30 % of the security - at the latest on the 15th day after expiry of the warranty period for defects.
6. The guarantee serves to cover claims of the Contracting Authority for non-performance or improper performance of this contract by the Contractor. The value of the guarantee may be used in particular for contractual penalties to which the Contracting Authority is entitled.
7. If the guarantee is provided in bank or insurance guarantees or bank suretyship, the Contractor shall present the relevant guarantee/guarantee to the Contracting Authority in due time before the date of conclusion of the contract in order to accept its contents. The guarantee/guarantee shall include a provision for an irrevocable, unconditional amount payable at each first request of the Contracting Authority up to the amount of the Security. Establishment of the Collateral - Polish language.
8. If due to an extension of the performance time of the Subject matter of the contract, or due to an extension of the warranty period, regardless of the reasons for such extension, the Collateral provided in bank or insurance guarantees or a bank surety would expire before the completion of the performance of the contract or before the expiry of the warranty period, the Contractor shall be obliged to extend the term of validity of the Collateral provided in the form of a guarantee/ bank suretyship 14 business days prior to the expiry of such Collateral and present to the Contracting Authority an appropriate annex or a new guarantee/ assurance for the extended performance time of the contract or the warranty period or pay the appropriate Collateral in cash. If the Contractor does not extend the validity period of the Collateral, the Contracting Authority shall be entitled to set off the amount corresponding to the value of the Collateral against the Contractor's remuneration, even if it is not required. The Contractor shall be obliged to supplement the Collateral within 7 business days from the date of the written request.
9. Contractor who conducts business activity in the form of a limited liability company, if the value of the contract exceeds twice the amount of his share capital, on the day of signing the contract at the latest, is obliged to provide a resolution of the shareholders to give their consent for the management board of the company to carry out activities with a value of twice the amount of the company's share capital, in accordance with the provisions of Article 230 of the Commercial Companies Code, unless the articles of association provide otherwise, then it is obliged to provide a copy of the articles of association, the content of which indicates the authorisation to incur such obligations.
10. The Contractor undertakes to transfer and assign to the Contracting Authority, to the widest extent permitted by law, all rights, including claims, under the guarantee and warranty for defects to which it is entitled in relation to manufacturers, importers and sellers of materials, equipment, devices, etc. used under the Investment. Documents confirming the aforementioned rights, including claims, shall be issued by the Contractor to the Investor upon final acceptance.
11. The Contracting Authority shall be the beneficiary of the performance bond.

12. The costs of the performance bond shall be borne by the Contractor.
13. During the delivery period, the Contractor shall be obliged to notify the Contracting Authority in writing within 7 days about the defects:
 - a. change of company headquarters;
 - b. change of persons representing the Contractor;
 - c. declaration of bankruptcy of the company;
 - d. announcement of liquidation of the Contractor's company.
14. Failure to notify the Contracting authority within 7 days of occurrence of the events listed in item 12 shall result in unused receivables securing proper performance of the contract during the warranty period not being returned.

§5 Obligations of the Contractor

1. The Contractor shall be obliged to participate in consultations which prove necessary to ensure proper performance of the contract.
2. The Contractor shall be obliged to conduct at the headquarters of the Contracting Authority included in the price of the offer - at least **3 days of training** covering the service of the delivered subject of the agreement.
3. The Contractor shall provide the Contracting Authority with a guarantee for proper functioning of the device for the period specified in the offer from the date of final acceptance. It includes periodical inspections, necessary - from the Contractor's point of view - to maintain the guarantee.
4. The Contractor shall provide the service response time, counted from the moment of proceeding to the removal of the revealed defect from the date of receiving the call, not longer than 4 days, except for public holidays. The deadline for the removal of defects cannot be longer than 15 days from the date of reporting the defect, except for public holidays.
5. In the case of a change in or resignation from a subcontractor whose resources have been invoked by the Contractor, according to the rules defined in art. 22a, in order to prove that the conditions for participation in the procedure referred to in art. 22 item 1b (3) are met, the Contractor is obliged to prove to the Contracting Authority that the proposed other subcontractor or the Contractor meets them on its own to the extent not less than required during the procurement procedure. In such a case, the requirements specified in the ToR for such circumstances shall apply for the deadline for amending the contract.
6. All contractors jointly applying for the award of the contract shall be jointly and severally liable for the performance of the contract, pursuant to art. 141 of the Act.
7. The Contractor provides the possibility to purchase spare parts and post-warranty service for a period of at least **7 years from** the date of signing the acceptance protocol.
8. Availability of post-warranty service within **15 days** (except for public holidays) from reporting the defect .
9. The Contractor undertakes to comply with the provisions of trade secrets and confidentiality, regulated in detail in the contract and acquired during its implementation.
10. The Contractor is required to pay a contractual penalty of 10% of the salary specified in the contract in the event of withdrawal from the contract by the customer for reasons attributable to the Contractor.
11. The Contractor is obliged to pay a contractual penalty in the event of failure to perform the subject of the contract within the deadline of 0.2% of the contract value for each week of delay. The amount of the penalty cannot exceed 5% of the contract price.

§6 Contracting Authority obligations

1. The Contracting Authority is obliged to pay a contractual penalty of 10% of the remuneration specified in the contract in the event of withdrawal from the contract by the Contractor for reasons attributable to the Contracting Authority .
2. In the case of late payment, the Contractor has the right to charge interest of 0.2% of the value of delayed performance for each week of delay.
3. The Contracting Authority has the right to withdraw from the contract on a general basis based on Article 145 of the Act.
4. The Contracting Authority shall also have the right to withdraw from the contract within 30 days, without any claims from the Contractor, when:
 - a. The Contractor has not undertaken or has ceased to undertake the obligations set out in this contract within the agreed period,
 - b. The Contractor performs the subject of the contract improperly, in a manner contrary to the contract and has not undertaken any actions aimed at improvement, despite a written request by the Contracting Authority,
 - c. bankruptcy or liquidation proceedings have been initiated with respect to the Contractor.

§7 Final provisions

1. A contract is concluded when it is signed.
2. Any changes to the provisions of the contract will require a written form for its validity in the form of an annex signed by authorised representative of both parties.
3. For withdrawal from the contract is provided in writing under pain of nullity.
4. The agreed contractual penalties do not exclude the possibility of seeking compensation under the general rules contained in the Civil Code.
5. The parties shall not be liable in the event of failure to fulfil their contractual obligations if this was due to reasons beyond their control which could not have been foreseen at the time of conclusion of the contract and which could not have been avoided. Force majeure events may include, but are not limited to, disasters, fire, explosions, strikes, war. In case of force majeure, the Parties undertake to act in accordance with international rules and principles of mutual goodwill. If an event of force majeure lasts longer than 30 days, both Parties have the right to withdraw from the contract, without any cost consequences.
6. Possible disputes arising in connection with the implementation of the contract will be resolved by a common court of law competent for the seat of the Contracting Authority. In case of any doubts concerning the requirements applicable during the performance of the contract, the provisions and requirements introduced into statements, documents, information in Polish shall be resolved. In the absence of such documents/certificates/information, translations into Polish made by a sworn translator based on the applicable regulations and requirements in Poland shall be binding. The costs of translation of such documents shall be borne by the Contractor.
7. In matters not regulated by the contract, the relevant provisions of the Civil Code and the Act together with the executive acts to these acts and the provisions of the Copyright and Related Rights Act shall apply.