



Fundusze Europejskie
Wiedza Edukacja Rozwój

Unia Europejska
Europejski Fundusz Społeczny



entitled "University 2.0. Innovative education. Effective management".
Project number POWR.03.05.00-00-Z230/17

Project

TERMS AND CONDITIONS OF CONTRACT

CLASSIC ORDER

*Delivery of lectures by professors from abroad for students at UKSW:
Faculty of Theology, Faculty of Family Studies, Faculty of Humanities, Faculty of Social
and Economic Sciences, Faculty of Christian Philosophy, Faculty of Canon Law, Faculty of
Biology
and Environmental Sciences, Faculty of Medicine, Collegium Medicum
in 14 parts.*

DZP.371.02.2021

Basic procedure under Article 275(1) of the the PPL Act
Contract with a value below EU thresholds

The procurement is conducted under the provisions of the Act of 11 September 2019.
Public Procurement Law (Journal of Laws of 2019, item 2019 as amended)



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w Warszawie



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I. NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

CARDINAL STEFAN WYSZYŃSKI UNIVERSITY IN WARSAW

ADDRESS: 5 DEWAJTIS STREET, 01-815 WARSAW

REGON: 000001956, NIP: 525-00-12-946

TEL: 22 5618911

www.dzp.uksw.edu.pl

email: dzp@uksw.edu.pl

e-PUAP mailbox address: /UKSW_2/ESP box

II. THE WEBSITE USED FOR PROCEEDINGS

1. Website used for proceedings: **dzp.uksw.edu.pl**
2. The address of the website used for making amendments and clarifications to the content of the SWZ, as well as other procurement documents directly related to the contract award procedure, will be made available: dzp.uksw.edu.pl.¹
Announcements are published in the BZP, while the SWZ and its annexes are placed on the website of the conducted proceedings, i.e. the website used for proceedings: **dzp.uksw.edu.pl**
3. Person authorised to communicate with Contractors: Agnieszka Januszko
E-mail address: **dzp@uksw.edu.pl**

III. MODE OF AWARDING THE CONTRACT

1. National proceedings - basic procedure without negotiation, Article 275(1) et seq.

¹ Contractors should have an account on the ePUAP Platform. The Economic Operator will use the ePUAP Platform to submit an encrypted tender to the Ordering Authority's inbox.



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2. The Contracting Authority shall award a contract in a basic procedure in which in response to the contract notice, all interested Economic Operators may submit their tenders, and then the Contracting Authority selects the most favourable tender without negotiations.

IV. PROCEDURE FOR SELECTING THE MOST FAVOURABLE TENDER

Selection of the most favourable offer without negotiation

1. The Contracting Authority shall select the most favourable tender from among the tenders submitted in response to the contract notice which are not subject to rejection on the grounds specified in art. 226 the PPL Act.
2. In the case referred to in Paragraph 1, immediately after the selection of the most favourable tender, the Contracting Authority shall simultaneously inform the Economic Operators who submitted tenders of
 - 1) selecting the most favourable tender, indicating the name or business name, registered office or place of residence, if this is the place of business of the Contractor whose tender has been selected, and the names or business names, registered offices or places of residence, if this is the place of business of the Contractors who have submitted tenders, as well as the scores awarded to the tenders for each tender evaluation criterion and the total score,
 - 2) Contractors whose tenders have been rejected-giving reasons in fact and in law.

V. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

1. The subject matter of the contract is the delivery of lectures by foreign professors for students of UKSW:
Faculty of Theology, Faculty of Family Studies, Faculty of Humanities, Faculty of Social and Economic Sciences, Faculty of Christian Philosophy, Faculty of Pedagogical Sciences, Faculty of Canon Law, Faculty of Biology and Environmental Sciences, Faculty of Medicine Collegium Medicum in 15 parts.





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The project "University 2.0. Innovative education. Effective management" carried out under Priority Axis III of the Operational Programme Knowledge Education Development "Higher education for the economy and development", Measure 3.5 "Comprehensive programmes of higher education institutions", co-financed by the European Social Fund (project number POWR.03.05.00-00-Z230/17)

2. The subject matter of the contract is described by the following CPV codes
80500000-9
3. The subject matter of the contract is specified in detail in **Annex 5 to the SWZ.**

A. Description of the conditions for the delivery of lectures

NOTE:

In connection with the Decree of the MINISTER OF EDUCATION AND SCIENCE of 25 February 2021 on temporary limitation of functioning of certain entities of the system of higher education and science in relation to preventing, counteracting and combatting COVID-19 (Journal of Laws of 2021, item 363), a remote form of teaching is required until 30.09.2021.

In the event of an extension of the restrictions on the operation of certain entities in the higher education and science system in connection with the prevention, counteraction and eradication of COVID-19, the Employer reserves the right to extend the duration of the remote classes.

Classes delivered by professors from abroad must be unique, the lecture topics must be of an individual nature. A professor from abroad will implement the classes in the scope of the specified topic, not later than 30.06.2022,

A professor from abroad will conduct classes in the form of lectures, monographic lectures and conversation classes in a given academic year, at a date agreed with each Faculty.

The detailed schedule of classes shall be agreed between the Contracting Authority and the Contractor after conclusion of the contract.

In the case of full-time teaching, the Employer shall provide the professor from abroad:

-a maximum of 3 round trips over a 3-month period during the course of a professor's teaching assignment,

-accommodation in a hotel with breakfast (maximum 21 nights).

B. Purpose and organisation of lectures

The curricula will be implemented according to the learning outcomes of the course of study. Flexibility of classes is envisaged. Participants of the classes will have the opportunity to



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improve competences in key areas for the economy and development of the country, in particular professional and language competences. Activities will comply with the principle of equal opportunities for women and men, based on the minimum standard. None of the participants will be discriminated against on the basis of gender, race, religion, etc. No modes of communication and documentation will be differentiated according to gender.

C. Lecture programme and schedule

The thematic range of lectures responds to the curriculum gaps diagnosed by the faculties. The foreign professor will present a detailed programme, schedule and timetable to the Contracting Authority along with syllabuses after signing the contract.

D. Place of lectures

If the classes are conducted in a stationary mode, the professor from abroad will conduct classes on the campuses of Cardinal Stefan Wyszyński University in Warsaw i.e. 5 Dewajtis Street in Warsaw and/or 1/3 Wóycickiego Street in Warsaw or remotely by means of electronic tools available at UKSW.

Teaching should take place in real time at the University (if the pandemic situation permits this) or with the use of online connections (using presentation methods that allow participants to freely interact with the classes, e.g. surveys, screen sharing). The form adopted should allow the content of the lecture to be transferred and recorded.

The Contractor should provide didactic materials (the Contracting Authority accepts the form of e-books, document files, VOD materials and other forms of materials that enable the presentation of the content of lectures to participants). The materials should be delivered to participants before the lectures start.

The Contracting Authority shall provide technical solutions enabling students to participate in lectures using IT tools available at UKSW, such as MICROSOFT TEAMS.

Before the lectures, the Contractor should indicate:

- a link to the IT solution through which the lectures will be delivered;*
- minimum hardware / software requirements of the participant.*

The Contractor undertakes to document the attendance of all lecture participants, e.g. through an activity report, e-mail confirmation of attendance or other;

- to verify the learning outcomes achieved by students after taking classes using information technology;

- provide participants with documents confirming their participation in the lecture.

The subject matter of the contract is protected by copyright. This will be documented by the Purchaser for the purpose of the contract only.

E. Obligations of Contractors

The Contractor shall be obliged to verify the learning outcomes achieved by students after the conducted classes with the use of information technology that ensures control of the course and registration, while complying with the obligation to comply with generally

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applicable regulations on data security and present the final results of the verification to the Contracting Authority in writing.

F. Lecture topics

*A detailed description of the subject of the contract in terms of the subjects and faculties
The detailed description of the subject matter of the contract in terms of the topics of classes and faculties at which they will be conducted constitutes attachment No. 5 to this SWZ.*

VI. INFORMATION ON THE MEANS OF EVIDENCE CONCERNED

The contracting authority shall not require this evidence to be submitted with the tender.

VII. ADMISSION OF PARTIAL TENDERS

Each Economic Operator may submit one tender for each part.
Tenders may be submitted for one, several or all parts of the contract.
A detailed description of individual parts of the subject matter of the contract is enclosed as Attachment No. 5 to this SWZ.

VIII. REQUIREMENTS FOR EMPLOYMENT BASED ON AN EMPLOYMENT RELATIONSHIP

The Contracting Authority does not require the employment by the Contractor or SubContractor on the basis of an employment relationship of persons performing the subject matter of the contract.

IX. DEADLINE FOR PERFORMANCE OF THE CONTRACT

The contracting authority requires the contract to be completed by 30 June 2022.





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X. GROUNDS FOR OBLIGATORY EXCLUSION (ART. 108 P.P.)

1. Contractors who:

- 1) are not subject to exclusion;
 - 2) fulfil the conditions for participation in the procedure
- (2) The Contracting Authority shall exclude the Contractor from the procurement procedure:
- 1) being a natural person who has been validly convicted of a criminal offence:
 - a) participation in an organised criminal group or in an association whose aim is to commit the crime or fiscal offence referred to in referred to in Article 258 of the Penal Code,
 - b) trafficking in human beings as referred to in Article 189a of the Penal Code,
 - c) referred to in Art. 228-230a, Art. 250a of the Penal Code or in Art. 46 or Art. 48 of the Act on Sport of 25 June 2010,
 - d) financing a terrorist offence referred to in referred to in Art. 165a of the Penal Code or an offence of preventing or hindering the determination of the criminal origin of money or the concealment of its origin referred to in Art. 299 of the Penal Code,
 - e) of a terrorist nature, as referred to in Article 115 § 20 of the Penal Code, or aimed at committing that offence,
 - f) entrusting work to an underage foreigner, referred to in art. 9 sec. 2 of the Act of 15 June 2012 on the results of employing foreigners residing against the rules on the territory of the Republic of Poland (Journal of Laws, item 769),
 - g) against economic turnover, as defined in Art. 296-307 of the Penal Code, the offence of fraud as defined in Art. 286 of the Penal Code, the offence against the credibility of documents as defined referred to in Art. 270-277d of the Penal Code, or a fiscal offence,
 - h) referred to in Article 9(1) and (3) or Article 10 of the Act of 15 June 2012 on the results of employing foreigners staying illegally on the territory of the Republic of Poland
 - or for a corresponding offence under foreign law;
 - 2) if the incumbent member of its management or supervisory body, a partner in a general partnership or partnership, a general partner in a limited partnership or a limited joint-stock partnership, or a proxy has been validly convicted of an



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offence referred to in point 1 in a limited partnership or a limited joint-stock partnership, or a proxy has been validly convicted of an offence referred to in point 1;

- 3) against whom a final court judgement or a final administrative decision has been issued concerning payment of taxes, fees or contributions for social or health insurance;

a final administrative decision on overdue payment of taxes, fees or contributions for social or health insurance, unless the Economic Operator, before the final date for submitting tenders, has paid the due taxes, fees or contributions for social or health insurance together with interests or fines, or has concluded a binding agreement on the repayment of these dues or fines or has entered into a binding agreement on the repayment of those receivables;

- 4) against whom a ban on participation in a public procurement procedure has been ordered by a final judgment;

- 5) if the contracting authority can confirm, based on reliable grounds that the Economic Operator entered into an agreement with other Economic Operators aimed at distorting competition, in particular if they belong to the same group within the meaning of the Act of 16 February 2007 on competition and consumer protection;

The Contractor has entered into an agreement with other Contractors aimed at distorting competition, in particular if they belong to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection, submitted separate tenders, partial tenders, unless they prove that they prepared the offers independently of each other;

- 6) where, in the cases referred to in Article 85(1), there is a distortion of competition arising from a prior commitment by that Economic Operator or an entity which belongs with the Economic Operator to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection;

unless the distortion of competition caused thereby can be eliminated in a manner other than by excluding the Economic Operator from participation in a procurement procedure in the procurement procedure.

XI. OPTIONAL GROUNDS FOR EXCLUSION (ART. 109 PZP)





The Contracting Authority does not provide for exclusion of the Contractor on the basis of Article 109 of the the PPL Act.

XII. SELF-CLEANING

1. The Economic Operator shall not be subject to exclusion in the circumstances specified in Article 108(1) points 1, 2, 5 of the PPL Act, if he or she proves to the Contracting Authority that he or she fulfils jointly the following conditions:
 - 1) has made good or has undertaken to make good any damage caused by the offence or by his misconduct, including financial compensation;
 - 2) has fully explained the facts and circumstances surrounding the offence or misconduct and the damage caused thereby, cooperating actively with the competent authorities, including law enforcement authorities, or the contracting authority, as appropriate;
 - 3) take concrete technical, organisational and human resources measures appropriate to prevent further offences, misconduct or improper conduct, in particular
 - a) cut all ties with the persons or entities responsible for the Contractor's wrongful conduct,
 - b) reorganised the staff,
 - c) has implemented a reporting and control system,
 - d) set up internal audit structures to monitor compliance with laws, internal regulations or standards,
 - e) has introduced internal regulations on liability and compensation for non-compliance with laws, internal regulations or standards.
2. The Contracting Authority shall assess whether the measures taken by the Economic Operator, referred to in Paragraph 1, are sufficient to prove his reliability, taking into account the significance and particular circumstances of the Economic Operator's act. If the measures taken by the Economic Operator, referred to in Paragraph 1, are not sufficient to prove his reliability, the Contracting Authority shall exclude the Economic Operator.



XIII. PERIODS OF EXCLUSION

The Economic Operator shall be excluded:

- 1) in cases referred to in Article 108(1)(1)(a-g) and (2) of the PPL Act, for a period of 5 years from the date of a judgment confirming the existence of one of the grounds for exclusion becoming final, unless a different period of exclusion has been specified in that judgment;
- 2) in the cases referred to in:
 - (a) Article 108(1)(1)(h) and (2) of the PPL Act if the person referred to in those provisions has been convicted of an offence under Article 108(1)(1)(h) of the PPL Act,
-for a period of 3 years from the date of a judgment confirming the existence of one of the grounds for exclusion, a final decision or the occurrence of the event giving rise to the exclusion, unless a different exclusion period is provided for in that judgement or decision;
- 3) in the case referred to in Article 108(1)(4) of the PPL Act, for the period for which the ban on participation in the public procurement procedure has been validly imposed;
- 4) in the cases referred to in Article 108(1)(5) of the PPL Act, for a period of 3 years from the occurrence of the event giving rise to the exclusion;
- 5) in the cases referred to in Article 108(1)(6) of the PPL Act, in the procurement procedure in which the event giving rise to the exclusion occurred.



XIV. INFORMATION ON THE CONDITIONS FOR PARTICIPATION IN THE PROCUREMENT PROCEDURE

1. The Contracting Authority specifies the following conditions for participation in the proceedings concerning:

1) capacity to engage in economic activity:

The Contracting Authority does not set any specific requirements regarding the fulfilment of this condition.

2) The authorisation to conduct a specific economic or professional activity, as long as it results from separate provisions:

The Contracting Authority does not set any specific requirements regarding the fulfilment of this condition.

3) Economic or financial standing:

The Contracting Authority does not set any specific requirements regarding the fulfilment of this condition.

4) Technical and/or professional capacity:

a) has at its disposal or will have at its disposal a foreign professor, professionally active with recognised scientific and professional achievements, i.e. having published or authored at least one project in the field specified in the part for which he/she is submitting a tender;

(b) holds the academic title of profesor or is employed as a professor in a university foreign or foreign scientific institution.

By the expression active, it is meant that a foreign professor in the academic year (2019/2020) or in the last 12 months preceding the submission of the offer in the field specified in the part for which the offer is submitted:

- gave lectures or seminars to students or doctoral students or academic staff

or

- has been a supervisor or reviewer of a diploma or doctoral thesis

or

- was a member of examination boards in the procedure for obtaining a professional title or degree

or

- has presented papers at conferences.

If an Economic Operator applies for the award of a contract in several lots, **he or she may not** appoint the same person **to more than one lot** in order to prove that he or she meets the conditions for participation.



2. In the case of Contractors jointly applying for the award of the contract, the Contracting Authority requires that the condition referred to in Paragraph 1.4 is confirmed by at least one of those Contractors.
3. With regard to conditions concerning education, professional qualifications or experience, Economic Operators competing jointly for the award of the contract may rely on the abilities of those Economic Operators who will carry out the works or services for which those abilities are required.
4. In the cases referred to in Paragraphs 2-3, Contractors jointly tendering for the contract shall attach to their tender a statement indicating which services will be performed by particular Contractors. The declaration form **is attachment No. 4 to the SWZ.**

XV. RELIANCE ON THE CAPACITIES OR SITUATIONS OF ENTITIES PROVIDING RESOURCES

1. An Economic Operator may, in order to confirm that he meets the conditions for participation in proceedings or appropriate situations and in relation to a specific contract or part thereof, rely on the technical or professional skills or financial or economic standing of the entities providing the resources, regardless of the legal nature of the relations between them.
2. With regard to conditions relating to education, professional qualifications or experience or experience, Economic Operators may rely on the abilities of entities providing resources, if those entities provide the services for which those abilities are required.
3. Any Economic Operator relying on the capability of entities providing resources shall submit, together with the tender, a document obliging the relevant entity to provide the Economic Operator with the resources necessary for performing a given contract or another subjective means of proof confirming that the Economic Operator, when executing the contract, will have at his or her disposal the necessary resources of the relevant entity
4. The resource provider's undertaking referred to in Paragraph 3 should confirm that the relationship between the Economic Operator and the resource providers guarantees actual access to those resources and specifies in particular:
 - 1) the scope of the resources of the resource provider available to the Economic Operator;
 - 2) the manner and period in which the resources will be made available to the Economic Operator and the Beneficiary's use of those resources in the performance of the contract;





- 3) whether and to what extent the entity providing the resources on whose capabilities the Economic Operator relies in relation to the conditions for participation in proceedings concerning education, professional qualifications or experience will provide the services to which those capabilities relate.
5. The Contracting Authority shall assess whether the technical or professional capacities made available to the Economic Operator by the entities providing the resources, or their financial or economic standing, enable the Economic Operator to demonstrate that he fulfils the conditions for participation in the procedure, as well as examine whether there are any grounds for exclusion with regard to that entity which have been provided to the Economic Operator.
6. An entity which has undertaken to provide resources shall be jointly and severally liable with a Contractor relying on its financial or economic standing for damage sustained by the contracting authority as a result of withholding the resources, unless the entity is not at fault in making the resources available.
7. If the technical or professional skills, economic or financial standing of the entity providing the resources do not confirm the fulfilment by the Economic Operator of the terms and conditions of participation in the procedure, or if there are grounds for exclusion with regard to that entity, the contracting authority shall demand that the Economic Operator replaces that entity with another entity or entities within the time limit specified by the contracting authority or that it demonstrates that it fulfils the terms and conditions of participation in the procedure on its own.
8. The Economic Operator may not, after expiry of the deadline for submission of tenders, rely on the abilities or situation of the entities providing the resources, if at the stage of submitting tenders he or she did not rely in a given scope on the abilities or situation of the entities providing the resources.

XVI. CONTRACTORS JOINTLY TENDERING FOR THE CONTRACT

1. Economic Operators may jointly apply for the award of a contract. The provisions concerning the Economic Operator shall apply accordingly to Economic Operators competing jointly for the award of the contract.
2. In the case referred to in Paragraph 1, Economic Operators shall appoint a proxy to represent them in the procurement procedure or to represent them in the procedure and conclude the public procurement contract.
3. If a tender of Economic Operators competing jointly for the award of the contract is selected, the Contracting Authority may demand a copy of the contract governing the



cooperation of those Economic Operators before concluding the public procurement contract.

XVII. PRELIMINARY STATEMENT AND MEANS OF PROOF REQUESTED BY THE CONTRACTING AUTHORITY

1. The Economic Operator shall attach to the tender a statement on not being excluded, meeting the conditions for participation in the procedure, to the extent indicated by the Awarding Entity. **in appendix 2 to the SWZ.**
2. The statement referred to in Paragraph 1 shall certify the absence of grounds for exclusion and the fulfilment of the conditions for participation in the procedure as at the date of submission of tenders.
3. Where Economic Operators compete jointly for a contract, the declaration referred to in Paragraph 1 shall be submitted by each Economic Operator. The statements These statements shall confirm the absence of grounds for exclusion and the fulfilment of the conditions for participation, to the extent to which each of the Economic Operators demonstrates meeting the conditions for participation in the procedure.
4. In the case of relying on the capabilities or situation of entities making available resources, the Economic Operator shall also submit, together with the tender, a statement made by the entity making available the resources, confirming that there are no grounds for exclusion of that entity and that it meets the conditions for participation in the procedure, to the extent to which the Economic Operator relies on its resources.
5. **The contracting authority shall not demand subjective evidence to prove the absence of grounds for exclusion.**
6. **The Contracting Authority shall not demand subjective evidence of the fulfilment of the conditions for participation in the procedure.**

XVIII. INFORMATION ON THE MEANS OF ELECTRONIC COMMUNICATION TO BE USED BY THE CONTRACTING AUTHORITY TO COMMUNICATE WITH ECONOMIC OPERATORS, AS WELL AS INFORMATION ON THE TECHNICAL AND ORGANISATIONAL REQUIREMENTS FOR DRAFTING, SENDING AND RECEIVING ELECTRONIC CORRESPONDENCE

Means of communication, submission of tenders, declarations and electronic documents





Communication in the procurement procedure, including submission of tenders, exchange of information and transmission of documents or statements between the contracting authority and the Economic Operator, shall be performed electronically (online).

1. Oral communication shall be permissible for information that is not essential, in particular not relating to the contract notice or the contract documents; its content shall be documented.
2. During the contract award procedure, communication between the Contracting Authority and Contractors shall be performed using the following e-mail address: dzp@uksw.edu.pl.
3. The Contractor intending to participate in the public procurement procedure must have an account on ePUAP. In such a case, the will have access to the following forms: submission, changes, withdrawal of a tender.
4. The maximum size of files sent through the dedicated forms for: submission, modification, withdrawal of the offer and for communication is 150 MB.
5. The shall submit a tender via the Tender Submission, Change, Withdrawal Form available on ePUAP and also made available on the mini Portal. In the offer form, the is obliged to give an ePUAP mailbox address on which correspondence related to the procedure will be carried out.
6. All declarations and documents enclosed with the tender to the extent indicated The shall compress all declarations and documents enclosed with the tender to the extent indicated by the Contracting Authority together with the files constituting the tender to one archive file (ZIP). After completing the offer the Contractor is obliged to sign it with a qualified electronic signature, trusted signature or personal signature and must encrypt the offer with the help of the mini Portal. The offer will be saved in.zip format and then sent to the Contracting Authority using dedicated forms available on ePUAP. The Contracting Authority recommends the use of a time stamp when signing the offer.
7. Where electronic documents in the proceedings transmitted by means of electronic communication, contain information constituting an enterprise secret within the meaning of the Act of 16 April 1993 on counteracting unfair competition (Journal of Laws of 2020, item 1913), the Contractor, in order to keep such information confidential, submits it in a separate and appropriately marked file, together with marking the command in the mini Portal "Appendix constituting a business secret", and then, together with files constituting the non-confidential part, compressed into a single archive file (ZIP). Files should be separately accompanied by a qualified





electronic signature, a trusted signature or a personal signature. The information id referred to in Article 222(5) of the PPL Act.

8. Before the deadline for submission of tenders, the Economic Operator may change or withdraw a tender by means of a Tender Submission, Change or Withdrawal Form available on ePUAP or on the mini Portal.

The procedure for placing, changing and withdrawing an offer is described in the User Manual available on the mini-portal: <https://miniportal.uzp.gov.pl/Instrukcje>

9. An Economic Operator may not effectively change or withdraw his or her tender after the tender submission deadline.
10. Submitting declarations, requests (other than offers and declarations referred to in part XVII, sec. 1 - 4 of the ToR, about not being excluded, fulfilling the conditions of participation in the proceedings), notifications and transfer of information shall be made electronically (via e-mail) to the e-mail address indicated in Sec. 3.
11. In all correspondence related to this procedure, the Contracting Authority and Contractors shall use the number of the notice (BZP or procedure ID).
12. The date of transmission of the offer and electronic documents attached to the offer shall be the date of their transmission to ePUAP.

Form of electronic documents

1. Tender, statements referred to in Article 125, Paragraph 1 of the PPL Act (defined in part XVII, items 1-4 of the CSG), subjective evidence referred to in part XVII, Paragraphs 5 and 6 of the CSG, including statement of s jointly applying for the contract, referred to in Article 117 par. 4 of the PPL Act (determined in part XIV par. 5 of the SWZ), and undertaking of the entity providing access to resources, the said means of evidence, power of attorney shall be prepared in electronic form, in the data formats specified in the provisions issued pursuant to Art. 18 of the Act of 17 February 2005 on informatisation of the activity of entities performing public tasks (Dz. U. of 2020, item 346, 568, 695, 1517 and 2320).
2. The tender or declaration, as referred to in Article 125(1) of the PPL Act, shall be submitted by the Contractor, under the pain of nullity, in electronic form, bearing a trusted or personal signature.
3. Where the subject matter evidence, other documents or documents proving the powers of representation of the Economic Operator(s) jointly tendering for public procurement, resource provider or Subcontractor not being a resource provider respectively, hereinafter referred to as 'documents proving the powers of



representation', are issued by authorised entities other than the Economic Operator, the Contractor jointly tendering for public procurement, the resource provider or Subcontractor, hereinafter referred to as "Authorised Entities", as an electronic document, the Economic Operator shall submit that document.

4. Where evidence of subject matter or other documents or providing evidence of powers of representation have been issued by the authorised bodies as paper documents, the Economic Operator shall supply a digital representation of that document bearing a qualified electronic signature, a trusted signature or a personal signature certifying the conformity of the digital representation with the paper document.
5. The certification of conformity of the digital representation with the document in paper form, referred to in Paragraph 4, shall be carried out in the case of:
 - 1) the Contractor, the Economic Operator competing jointly for the award of the contract, the entity providing the resources or the Subcontractor, respectively, with regard to the means of proof and the documents confirming the powers of representation or documents confirming the powers of representation that apply to each of them;
 - 2) the means of proof in question - the Economic Operator or the Economic Operator competing jointly for the award of the contract, respectively;
 - 3) other documents - a Contractor or a Contractor applying jointly for the award of the contract, respectively, with regard to documents that apply to each of them.
6. The certification of conformity of the digital representation ²with the paper document, as referred to in Paragraph 4, may also be carried out by a notary.
7. If evidence of subject matter, including the statement of the Economic Operators competing jointly for the contract referred to in Article 117, Paragraph 4 of the PPL Act, and undertakings of the entity providing the resources, the said means of evidence not issued by the authorised entities or power of attorney have been prepared as a paper document and bear a handwritten signature, the Economic Operator shall submit a digital copy of the document bearing a qualified electronic signature, a trusted signature or a personal signature, certifying the conformity of the digital copy in paper form.

² a digital representation shall mean an electronic document which is an electronic copy of the contents of a paper record, enabling the contents to be read and understood without direct access to the original.



8. The certification of conformity of the digital representation with the document in paper form referred to in Paragraph 7 shall be carried out in the case of:
 - 1) subjective evidence - a Contractor, a Contractor jointly tendering for the contract, an entity providing resources or a Subcontractor, respectively, with regard to subjective evidence that applies to each of them;
 - 2) a statement of the Economic Operators jointly applying for the contract as referred to in Article 117(4) of the PPL Act or an undertaking of the entity providing the resources - the Economic Operator or the Economic Operator applying jointly for the award, respectively;
 - 3) power of attorney - principal.
9. The certification of conformity of the digital representation with the paper document, as referred to in Paragraph 7, may also be carried out by a notary.
10. Information, declarations or documents, other than those referred to in section 2, transmitted in the proceedings shall be drawn up in an electronic form, in data formats specified in the provisions issued on the basis of Article 18 of the Act of 17 February 2005 on the computerisation of the activities of entities performing public tasks or as a text entered directly into a message transmitted using electronic means of communication.
11. Subject matter evidence, including a statement of the Economic Operators applying jointly for the contract referred to in Article 117(4) of the PPL Act and the undertaking of the entity providing the resources, not issued by the authorised entities and the power of attorney shall be submitted in electronic form and bear a qualified electronic signature, a trusted signature or a personal signature.
12. Where subjective evidence, including the statement referred to in Article 117, section 4 of the Act, and the commitment of the entity providing access to resources, subjective evidence, documents referred to in Article 94, section 2 of the Act, not issued by authorised entities, or the power of attorney, have been drawn up as a document in a paper form and bear a handwritten signature, a digital reproduction of this document bearing a qualified electronic signature or, in the case of procedures or contests whose value is lower than European Union thresholds, bearing a qualified electronic signature, a trusted signature or a personal signature certifying the conformity of the digital copy with the document in a paper form shall be submitted.



13. Electronic documents submitted by a Contractor in the proceedings must comply with the requirements specified in § 10.1 of the Regulation of the Prime Minister of 30 December 2020 on the manner of preparing and submitting information and technical requirements for electronic documents and means of electronic communication in public procurement proceedings or competition (Journal of Laws 2020, item 2452).
14. The use of electronic means of communication for the receipt of electronic documents is subject to the provision by the Contractor of data enabling unambiguous identification of the user, as well as acceptance by the Contractor of the rules for using the means of electronic communication provided by the Contracting Authority.
15. Subject matter evidence and other documents or statements written in a foreign language (other than English) shall be submitted with a translation into Polish or English.
16. Where an electronic document is transmitted in a compressed format in proceedings, the affixing of a qualified electronic signature, a trusted signature or a personal signature shall be equivalent to affixing a qualified electronic signature, a trusted signature or a personal signature, as appropriate, to all the documents in the file.

XIX. CLARIFICATION OF THE CONTENT OF THE TERMS OF REFERENCE

1. The Economic Operator may ask the Contracting Authority to clarify the content of the ToR.
2. A request for clarification of the content of the SWZ should be submitted to the Contracting Authority by e-mail to the following address: dzp@uksw.edu.pl.
3. The Contracting Authority is obliged to provide explanations immediately, but no later than 2 days before the deadline for submission of tenders, provided that the request for clarification of the content of respectively the ToR was received by the Contracting Authority no later than 4 days before the deadline for submission of tenders.
4. If the Contracting Authority does not provide explanations within the time limit referred to in Sec. 2, it shall extend the tender submission deadline by the time necessary for all interested Economic Operators to familiarise themselves with the explanations necessary for proper preparation and submission of tenders.
5. If a request for clarification of the content of the CSG is not received by the deadline referred to in sec. 3, the Contracting Authority is not obliged to provide clarification of the CSG or to extend the deadline for submission of tenders.



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6. Extension of the deadline for submission of tenders, referred to in Paragraph 3, does not affect the deadline for submitting requests for clarification of the content of the CSG.
7. The Contracting Authority shall make available, without revealing the source of the query, the content of queries and clarifications on the website used for the proceedings conducted.
8. The Contracting Authority will not convene a meeting of all Economic Operators in order to clarify the content of the EWS respectively.
9. In justified cases, the Awarding Entity may, before the deadline for submission of tenders, change the content of the ToR. If the change to the content of the ToR is significant for preparation of a tender or requires additional time from Contractors to familiarise themselves with the change to the content of the ToR and prepare tenders, the Contracting Authority shall extend the deadline for submission of tenders by the time necessary to prepare them by publishing the information on the website of the procedure conducted.
10. The Contracting Authority shall make the changes to the content of the SWZ available on the website of the conducted proceedings.
11. In the event that a change to the content of the CSG leads to a change to the content of the contract notice, the Contracting Authority shall publish a notice of the change to the notice in the Public Procurement Bulletin.

XX. TIME LIMIT FOR THE ACCEPTANCE OF TENDERS

1. The Economic Operator shall be bound by the tender until 28 June 2021, and the first day of the tender validity period shall be the day on which the deadline for submission of tenders expires. (*calendar date*).
2. If the selection of the most favourable tender does not take place before the expiry of the tender validity period referred to in subsection 1, the Contracting Authority shall, before the expiry of the tender validity period, request the Economic Operators, on one occasion, to agree to extend this period by a period indicated by him or her, which shall not be longer than 30 days.
3. Extending the tender validity period, referred to in sec. 1, requires a Contractor to submit, by means of electronic communication as indicated in Part XVIII of the CSG, a written statement of consent to extend the tender validity period.
4. The Contracting Authority shall select the most favourable tender within the tender validity period specified in the ToR.

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5. If the tender validity period has expired before the selection of the most favourable tender, the Contracting Authority shall call upon the Economic Operator whose tender has received the highest score to express, within the time limit specified by the Contracting Authority and by means of electronic communication as indicated in writing, his or her consent to the selection of his or her tender.
6. In the absence of the consent referred to in Paragraph 5, as well as in the absence of a reply to the letter, the Contracting Authority shall request such consent from the next Contractor whose tender was the highest evaluated, unless there are grounds for invalidating the procedure.
7. The contracting authority shall reject the tender if:
 - 1) the Economic Operator has not consented in writing to an extension of the tender binding period;
 - 2) the Economic Operator has not given its written agreement to the selection of its tender after the expiry of the tender validity period.

XXI. DESCRIPTION OF BID PREPARATION

1. An Economic Operator may submit only one tender per part.
2. The tender and all documents and statements submitted in the proceedings must be drawn up in English or Polish. Documents prepared in a language other than Polish or English shall be submitted together with a translation into Polish or English.
3. The offer should be prepared in accordance with the requirements specified in the SWZ, especially the requirements specified in Part XVIII of the SWZ.
4. It is recommended that the offer be prepared on Offer Forms, specimens of which are respectively enclosed as **Attachments 1 - 4 to the SWZ**.
5. The Contractor shall attach to the tender:
 - 1) the statement(s) referred to in Part XVII of the SWZ, sections 1 - 4, as applicable on the date of submission of tenders,
 - 2) an undertaking by the entity to provide resources, if the Economic Operator relies on the resources of another entity,
 - 3) a statement by the Economic Operators competing jointly for the award of the contract indicating which works, supplies or services will be provided by each of them ³(if applicable);

³ I.e. the statement referred to in Article 117(4) of the PPL Act



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- 4) the reasons for reserving business secrets, if the Economic Operator has reserved information as a business secret in the tender;

XXII. BADADIUM

The Contracting Authority does not require a deposit.

XXIII. DEADLINE FOR SUBMISSION OF TENDERS, DEADLINE FOR OPENING OF TENDERS

1. Deadline for submission of offers 28 may 2021 hours 11:00
2. The awarding authority shall ensure that the contents of tenders cannot be consulted before the closing date.
3. The awarding authority will open the bids at 28 may 2021 hours 12:00, no later than the day after the deadline for submission of bids.
4. The opening of the bids is not public and is done by using the bid encryption application available on the miniPortal. The bids are decrypted and opened using a private key.
5. In the event of any malfunction in the telecommunications and IT system used by the Awarding Entity to open tenders, which renders it impossible to open tenders by the deadline set by the Awarding Entity, tenders shall be opened immediately after the malfunction is remedied.
6. The Contracting Authority shall announce the change in the deadline for opening of tenders, in relation to the one specified in Paragraph 3, on the website of the procedure conducted.
7. The Awarding Entity, prior to the opening of tenders at the latest, will make available on the website of the procedure referred to in part II of the SWZ information on the amount which it intends to allocate to finance the contract.
8. The Contracting Authority shall, immediately after the opening of tenders, publish, on the website used for the procedure conducted, information on:



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- 1) the names or forenames and offices or places of business or residence of Economic Operators whose tenders have been opened;
- 2) prices contained in the bids.

XXIV. PROCEDURE FOR CALCULATING THE PRICE

1. The price of the bid should cover the total cost of contract execution, including all elements indicated by the Ordering Party in the Description of the subject of the contract and in the terms and conditions of the contract.
2. The offer price shall be expressed in Polish zloties.
3. The value of the remuneration includes pension contributions, health contributions and taxes required by law on the part of both the Principal and the Contractor.
4. The value of the remuneration in point 3 includes pension and health care contributions and the flat rate personal income tax collected in the case of not fulfilling the conditions of temporary residence of a visiting professor for a total of no more than 2 years in order to teach or conduct research at a university and not presenting a certificate of residence translated into Polish by a sworn translator, and also when the remuneration of such a person is not subject to taxation in the other Contracting State. The Contractor shall make a declaration to this effect at the stage of concluding the contract.

XXV. REJECTION OF THE TENDER

- (1) The Awarding Authority will reject a tender if:
- 1) it was submitted after the deadline for submission of tenders;
 - 2) it was submitted by a Contractor who:
 - (a) is subject to exclusion from the procedure or
 - (b) does not fulfil the conditions for participation in the procedure, or
 - (c) did not submit, in due time, the statement referred to in part XVII of the SWZ, sections 1 - 4⁴, or a subjective means of proof confirming no grounds for exclusion or meeting the conditions for participation in the procedure or any other similar documents or statements;
 - 3) it is incompatible with the provisions of the Act;

⁴ Statement pursuant to Article 125(1) of the the PPL Act



- 4) it is invalid under separate provisions;
- 5) any of its content is inconsistent with the terms of the contract;
- 6) it has not been drawn up or forwarded in compliance with the technical and organisational requirements for drawing up or forwarding tenders by electronic means of communication as specified by the Contracting Authority;
- 7) it was submitted in the conditions of an act of unfair competition as specified by the Act of 16 April 1993 on counteracting unfair competition;
- 8) it contains an abnormally low price or cost in relation to the subject matter of the contract;
- 9) it has been submitted by an Economic Operator not invited to submit a tender;
- 10) it contains errors in the calculation of price or costs;
- 11) the Economic Operator has contested within the prescribed time limit the correction of any error referred to in Article 223(2)(3) of the PPL Act;
- 12) the Economic Operator has not consented in writing to an extension of the tender binding period;
- 13) the Economic Operator has not given its written consent to the selection of its tender after the expiry of the tender validity period;
- 14) the Economic Operator has not contributed a security deposit, or has contributed it incorrectly, or has failed to maintain the security deposit uninterrupted until the expiry of the bid validity period or has applied for its return in the case referred to in Article 98(2)(3) of the PPL Act;
- 15) an alternative tender has not been submitted or does not meet the minimum requirements specified by the contracting authority, when the latter required its submission;
- 16) its adoption would harm public security or an essential interest of State security and that security or interest cannot be otherwise guaranteed;
- 17) it includes IT devices or software indicated in the recommendation referred to in Article 33(4) of the Act of 5 July 2018 on the National Cyber Security System (Journal of Laws, item 1560), stating their negative impact on public security or national security;
- 18) it has been submitted without conducting a site inspection or without checking the documents necessary for the performance of the contract available at the contracting authority's premises when required by the Contracting Authority.

XXVI. EXAMINATION OF TENDERS





1. During the examination and evaluation of tenders, the Contracting Authority may demand an explanation from the Contractor concerning the content of submitted tenders and the means of proof in question or other submitted documents or statements. It is unacceptable for the Awarding Entity and the Contractor to negotiate over a tender submitted, and, subject to Paragraph 2, make any changes to its content.
2. The Contracting Authority shall correct the tender in the event of:
 - 1) obvious clerical errors,
 - 2) obvious calculation errors, taking into account the calculation consequences of the corrections made,
 - 3) any other errors resulting in the incompatibility of the offer with the contract documents without significant changes to the contents of the offer
- immediately informing thereof the Economic Operator whose tender has been corrected.
3. In the case referred to in Paragraph 2, point 3, the Contracting Authority shall fix an appropriate time limit for the Contractor to express his consent to correcting any error in the tender or to challenge its correction. Lack of response within the designated time limit shall be deemed as consent to correct the error. In the event of the Economic Operator challenging the correction of any error within the designated time limit, his bid shall be rejected pursuant to Article 226(1)(11) of the PPL Act.
4. If the price or cost offered, or their significant components, seem to be abnormally low in relation to the subject matter of the contract or raise doubts in the Contracting Authority as to the possibility of performing the subject matter of the contract in accordance with the requirements specified in the contract documents or resulting from separate regulations, the Contracting Authority shall demand explanations from the Economic Operator, including submission of evidence regarding calculation of the price or cost or their significant components.
5. Where the total price of a tender submitted by the deadline is at least 30% lower than:
 - 1) the value of the contract increased by the Value Added Tax due, as determined prior to commencement of the procedure or the arithmetic mean of prices of all submitted bids not subject to rejection pursuant to provisions of Art. 226 item 1 points 1 and 10 of the the PPL Act, the Contracting Authority shall request explanations referred to in item 4 Paragraph 4, unless the discrepancy results from obvious circumstances which require no explanation;
 - 2) the value of the contract increased by the Value Added Tax due, updated taking into account the circumstances that occurred after the procedure was opened



and, in particular, any significant change in market prices, the contracting authority may ask for the explanations referred to in Section 4.

6. The explanations referred to in Paragraph 4 may concern in particular
 - 1) the management of the production process, the services provided or the construction method;
 - 2) selected technical solutions, exceptionally favourable conditions for supplies, services or related to the execution of works;
 - 3) the originality of supplies, services or works offered by the Economic Operator;
 - 4) compliance with the provisions on labour costs, the value of which accepted for price determination cannot be lower than the minimum remuneration for work or the minimum hourly rate, determined on the basis of the provisions of the Act of 10 October 2002 on the minimum remuneration for work (Journal of Laws of 2018, item 2177) or separate provisions applicable to the matters to which the order is related;
 - 5) lawfulness within the meaning of the provisions on proceedings in public aid cases;
 - 6) compliance with the labour and social security legislation in force at the place where the contract is performed;
 - 7) compliance with environmental legislation;
 - 8) fulfilment of the obligations relating to the subcontracting of a part of the contract.
7. In the case of service contracts, the Awarding Entity is obliged to demand the explanations referred to in Paragraph 4, at least to the extent specified in in points 4 and 6 of Paragraph 6.
8. The burden of proving that a tender does not contain an abnormally low price or cost lies with the Contractor.
9. Rejected as a tender with an abnormally low price or cost shall be the tender of the Economic Operator who has failed to provide explanations within the prescribed time limit or if the explanations submitted, together with evidence, do not justify the price or cost indicated in the tender.
10. If a tender has been submitted, the selection of which would lead to the creation of a tax obligation for the Contracting Authority pursuant to the Act of 11 March 2004 on tax on goods and services (Dz. on goods and services tax (Journal of Laws of 2018, item 2174, as amended⁵⁾), for the purpose of applying the price or cost criterion, the

⁵ Amendments to the unified text of the said Act were announced in the Journal of Laws of 2018, items 2193, 2215, 2244, 2354, 2392 and 2433 and of 2019, items 675, 1018, 1495 and 1520.



Contracting Authority shall add to the price presented in that tender the amount of goods and services tax that it would be obliged to settle.

11. In the tender referred to in Paragraph 10, the Contractor shall:
- 1) inform the Contracting Authority that the selection of his tender will result in the Contracting Authority incurring tax liability;
 - 2) indicate the name (type) of the good or service whose supply or provision will give rise to a tax liability;
 - 3) indicate the value of the good or service for which the purchaser is liable to tax, exclusive of tax;
 - 4) indication the rate of Value Added Tax which, to the Contractor's knowledge, will apply.

XXVII. DESCRIPTION OF THE CRITERIA FOR EVALUATING TENDERS, TOGETHER WITH THE RELATIVE WEIGHTINGS OF THOSE CRITERIA AND THE METHOD OF EVALUATING TENDERS

1. The most favourable tender will be the one that is not rejected pursuant to Article 226, Paragraph 1 of the the PPL Act and which obtains the maximum number of points on the basis of the evaluation criteria listed below.
2. The Contracting Authority will be guided in the selection of the tender by the following evaluation criteria:

Lp.	Criterion name	Weight % (maximum number of points)
1	Offer price	60 %
2	Experience of the persons appointed to carry out the contract	40%

The number of points for the criterion "Offer price" will be calculated according to the formula:

Price of the lowest tender

Number of points of the evaluated offer = ----- x ... points





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Price of the evaluated offer

In the criterion "Experience of persons appointed to carry out the contract", the number of points will be calculated as follows:

2-3 publications or projects - 10 points.

4-5 publications or projects - 20 points

more than 5 publications or projects - 40 points.

Points will be awarded on the basis of the list of publications or projects provided in the offer form (point III.3).

The Contracting Authority shall evaluate the experience of the persons appointed to perform the contract by conducting classes in the field, as appropriate for the relevant part of the contract.

Scoring will be based on the number of publications or projects in the field as indicated below:

Lot No 1: WNW

Publications or scientific projects in phylogenetic research.

Lot No 2 WFCH

Publications or scientific projects in the philosophy of science.

Part No 3 WM CM

Publications or scientific projects in clinical medicine, epidemiology and pathogenesis of bacterial and viral infections.

Part no. 4 WNH

Publications or scientific projects in the field of social communication.

Part no. 5 WNH

Publications or scientific projects in the field of social communication.

Lot No 6 WPK

Publications or scientific projects in the field of canon law.

Part No 7 The EEZ

Publications or research projects in the field of symbolic interactionism and grounded theory.

Part No 8. EEZ

Publications or scientific projects on the integration of Central and Eastern European countries within the EU.

Lot No 9 WSR

Publications or scientific projects in the field of the subject undertaken :person and bioethics.



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Lot No. 10 WSR

Publications or scientific projects on the subject: European social policy.

Lot No 11 WT

Publications or academic projects in the media and social sciences.

Part No 12 WT

Publications or academic projects in the media and social sciences.

Part No 13 WT

Publications or academic projects in the media and social sciences.

Lot No 14 WT

Publications or research projects in theological sciences.

The total score of an offer is the sum of the points of the individual criteria - maximum score is 100 points.

- (4) If the most favourable tender cannot be selected due to the fact that two or more tenders present the same balance of price or cost and other tender evaluation criteria, the Contracting Authority shall select from among those tenders the tender which received the highest score in the criterion with the highest importance.
- (5) If tenders have received the same evaluation in the criterion of highest importance, the Contracting Authority shall choose the tender with the lowest price.

If it is not possible to select a tender in the manner referred to in Paragraph 7, the Contracting Authority shall call upon the Economic Operators who submitted such tenders to submit additional tenders containing a new price within the time limit specified by the Contracting Authority.

XXVIII. DRAFT PROVISIONS OF THE PUBLIC PROCUREMENT CONTRACT TO BE INTRODUCED INTO THE PUBLIC PROCUREMENT CONTRACT

The draft provisions of the public procurement contract pertaining to this order constitute **Attachment No. 6 to the SWZ**.

XXIX. NOTICE OF SELECTION OF THE MOST FAVOURABLE TENDER





1. Immediately after selecting the most favourable tender, the Contracting Authority shall simultaneously inform the Contractors who submitted tenders of
 - 1) selecting the most favourable tender, indicating the name or business name, registered office or place of residence, if this is the place of business of the Contractor whose tender has been selected, and the names or business names, registered offices or places of residence, if this is the place of business of the Contractors who have submitted tenders, as well as the scores awarded to the tenders for each tender evaluation criterion and the overall score,
 - 2) Contractors whose tenders have been rejected -giving reasons in fact and in law.
 2. The Contracting Authority shall immediately make the information referred to in Section 1 item 1, on the website of the procedure conducted.
 3. The contracting authority may withhold the information referred to in Paragraph 1 if its disclosure would be contrary to an important public interest.

XXX. INFORMATION ON FORMALITIES WHICH MUST BE COMPLETED FOLLOWING BID SELECTION IN ORDER TO CONCLUDE THE PUBLIC PROCUREMENT CONTRACT

1. If a tender of Economic Operators competing jointly for the award of the contract is selected, the Contracting Authority shall not demand a copy of the contract governing the cooperation of those Economic Operators before concluding the public procurement contract.
2. The Contracting Authority does not demand a performance bond on the terms defined in Part XXXI of the SWZ.

XXXI . PERFORMANCE BOND

The Contracting Authority shall not demand a performance bond.

XXXII. INFORMATION ON THE LEGAL REMEDIES AVAILABLE TO THE Economic Operator

1. An appeal may be lodged against:





- 1) actions incompatible with the provisions of the Act which were taken by the Awarding Entity in the course of the procurement procedure, including the draft contractual provisions;
 - 2) failure to act in the procurement procedure, to which the Awarding Entity was obliged pursuant to the Act;
 - 3) failure to conduct a procurement procedure although the Contracting Authority was obliged to do so.
2. The appeal shall be submitted to the President of the National Appeal Chamber, hereinafter referred to as "the Board".
 3. The Appellant shall submit to the Contracting Authority an appeal lodged in electronic form or a copy of that appeal, if submitted in writing, before the deadline for lodging an appeal in such a way that he or she can read its contents before the time limit expires.
 4. It is presumed that the Contracting Authority could have read the contents of the appeal if said appeal or its copy was forwarded by electronic means of communication before the deadline for filing an appeal.
 5. An appeal shall be lodged within 5 days of the date of communication of information on the Contracting Authority's actions providing grounds for lodging an appeal, if that information was transmitted by electronic means⁶,
 6. An appeal against the contents of a notice initiating an award procedure or against the contents of the contract documents shall be lodged within 5 days from the date of publishing the notice in the Public Procurement Bulletin or the contract documents on the website.
 7. Any appeal in cases other than those referred to in Paragraph 6 shall be lodged within 5 days of the date on which the circumstances on which it is based came to light or could reasonably have come to light.
 8. If the Contracting Authority, in spite of such an obligation, has not sent a notification to the Economic Operator concerning of the selection of the most favourable tender, an appeal shall be lodged no later than:
 - 1) 15 days from the date of publishing a notice of the result of the proceedings in the Public Procurement Bulletin
 - 2) one month from the date of concluding the contract, if the Awarding Entity has not published a notice of the result of the procedure in the Public Procurement Bulletin.

6 10 days from the date of communication of information on the Contracting Authority's actions constituting the basis for lodging the complaint, if the information was communicated in a manner other than that specified in item 1.



9. The appeal includes:

- 1) the name, residence or registered office, telephone number and e-mail address of the Appellant and the name of the representative(s);
- 2) the name and registered office of the Purchaser, telephone number and e-mail address of the Purchaser;
- 3) the Universal Electronic System for Population Registration (PESEL) number or VAT number of the appellant who is a natural person, whether he or she is obliged to have it or not;
- 4) the number in the National Court Register, or failing that, the number in any other relevant register, or the VAT number of the appellant who is not a natural person and is not required to be entered in a relevant register or record, if he is obliged to have such a number;
- 5) definition of the subject of the contract;
- 6) indication of the number of the notice in case of publication in the Public Procurement Bulletin;
- 7) indication of the awarding entity's actions or omissions allegedly non-compliant with the Act;
- 8) a concise statement of the allegations;
- 9) a demand as to how the appeal should be resolved;
- 10) set out the facts and legal grounds on which the appeal is based and the evidence in support of those grounds;
- 11) signature of the appellant or his representative(s);
- 12) list of annexes.

The appeal shall be accompanied by:

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

10. The parties and participants in the appeal proceedings may lodge a complaint with the court against the ruling of the Chamber and the decision of the President of the Chamber⁷.

⁷ In the event of failure to pay the entry fee within the time limit referred to in Article 517 Paragraph 2 and after ineffective expiry of the time limit referred to in Article 518 Paragraph 1, the President of the Chamber shall return the appeal in the form of a decision.

A returned appeal does not produce the effects which the Act attaches to lodging an appeal with the Chairman of the Chamber.



11. The provisions of the Act of 17 November 1964 - the Code of Civil Procedure on appeals shall apply accordingly in proceedings pending as a result of the lodging of a complaint, unless the provisions of this Chapter provide otherwise.
12. The complaint shall be submitted to the District Court in Warsaw - the Public Procurement Court.
13. The complaint shall be lodged through the Chairman of the Chamber within 14 days of the day of delivery of the Chamber's ruling or the Chairman's decision referred to in Article 519(1) of the PPL Act⁸, at the same time sending a copy thereof to the opponent of the complaint. Lodging a complaint at the post office of the designated operator in the meaning of the Act of 23 November 2012 - Postal Law is equivalent to filing a complaint.

XXXIII. DATE OF CONCLUSION OF THE CONTRACT

1. The contracting authority shall conclude a public procurement contract, subject to section 3, within a period no shorter than 5 days from the date of sending the notice of selecting the most favourable tender, if the notice was sent by means of electronic communication.⁹
2. The contracting authority may conclude the public contract before the time limit referred to in Paragraph 1 if only one tender is submitted.
3. If an appeal is lodged, the Contracting Authority may not conclude the contract until the Chamber has announced its judgment or the decision ending the appeal proceedings.
4. If a Contractor, whose tender was selected as the most favourable one, evades signing the public procurement contract after concluding the public procurement contract, the Contracting Authority may re-examine and evaluate tenders from among the tenders remaining in the procedure and select the most favourable tender or cancel the procedure.

XXXIV. CANCELLATION OF PROCEEDINGS

(3) The President of the Chamber shall inform the ordering party about the return of the appeal by sending a copy of the order.

(4) The provisions of Paragraphs 1-3 shall apply in the event of failure to observe formal conditions for the appeal or lack of a power of attorney, as determined by the adjudicating panel. The powers of the President of the Chamber shall be vested in the adjudicating panel.

⁸ Jw.

⁹ or 10 days if sent by other means





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1. The contracting authority shall cancel the award procedure if:
 - 1) no tender was submitted, or all tenders submitted were rejected;
 - 2) the price or cost of the most favourable tender or the tender with the lowest price exceeds the amount that the contracting authority intends to allocate for financing the contract, unless the contracting authority is able to increase that amount up to the price or cost of the most favourable tender;
 - 3) in the cases referred to in Article 248(3) of the PPL Act, Article 249 of the PPL Act and Article 250(2) of the PPL Act, additional tenders of the same price or cost have been submitted;
 - 4) there has been a material change of circumstances resulting in the conduct of proceedings or performance of the contract or performance of the contract is not in the public interest, which could not have been foreseen earlier;
 - 5) the procedure has an irremovable defect preventing the conclusion of a non-cancellable public procurement contract;
 - 6) the Economic Operator has not lodged the required performance bond or has evaded entering into the public procurement contract pursuant to Article 263 of the PPL Act.
2. The contracting authority may cancel the award procedure before the expiry of the deadline for submission of tenders if circumstances arise which make it unjustified to continue the procedure.
3. The following provisions shall apply to partial invalidation of an award procedure Art. 255-258 of the Public Procurement Law shall apply.
4. The Contracting Authority shall notify Contractors who submitted tenders of the cancellation of the award procedure, stating the factual and legal reasons for the cancellation.
5. The contracting authority shall immediately make the information referred to in Paragraph 1 available on the website for the procedure being conducted.
6. If the award procedure is cancelled for reasons attributable to the Contracting Authority, Economic Operators who submitted tenders which were not rejected shall be entitled to claim reimbursement of reasonable costs of participation in the procedure, in particular the costs of tender preparation.
7. In the case of cancellation of a procurement procedure, the Awarding Entity shall immediately notify the Economic Operators who competed for the award of the contract in that procedure of commencing another procedure regarding the same subject matter or covering the same subject matter.
8. The Awarding Entity may cancel the contract award procedure if the public funds which the Awarding Entity intended to allocate to finance the whole or part of the contract

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were not granted to it, and the possibility of cancelling the procedure on this basis was provided for in the contract notice.

XXXV.STATEMENT ON RODO.

Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 04.05.2016, p. 1), hereinafter referred to as "RODO", I inform you that:

i The administrator of your personal data is the Cardinal Stefan Wyszyński University in Warsaw, 5 Dewajtis Street, 01-815 Warsaw*;

Contact to the Data Protection Officer at Cardinal Stefan Wyszyński University in Warsaw: iod@uksw.edu.pl; address: 5 Dewajtis Street, 01-815 Warsaw;

Your personal data will be processed on the basis of Article 6(1)(c) of the RODO for the purpose connected with the public procurement procedure: Delivery of lectures for students of Cardinal Stefan Wyszyński University in Warsaw;

The recipients of your personal data will be persons or entities to whom documentation of the proceedings will be made available pursuant to Article 18 and Article 74 of the Public Procurement Law (Journal of Laws 2019, item 2019 as amended), hereinafter referred to as the "the PPL Act";

Your personal data will be stored, pursuant to Article 78 of the PPL Act, for a period of 4 years from the date of completion of the award procedure, and if the duration of the contract or the rules and guidelines for storage and archiving of project documentation exceeds 4 years, the storage period shall cover the entire duration of the contract or the period indicated in the documents of national and regional operational programmes as well as in grant agreements concluded;

The obligation for you to provide personal data concerning you directly is a statutory requirement stipulated in the provisions of the PPL Act, related to participation in a public procurement procedure; the consequences of failure to provide such data result from the PPL Act;

no decisions will be taken with regard to your personal data by automated means, in application of Article 22 of the RODO;

you have:





- on the basis of Article 15 RODO-the right of access to personal data concerning you;
- on the basis of Article 16 RODO the right to rectify your personal data **;
- On the basis of Article 18 RODO the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) RODO ***;
- The right to lodge a complaint with the President of the Data Protection Authority if you consider that the processing of personal data concerning you violates the provisions of the RODO;
- you are not entitled to:
- in relation to Article 17(3)(b), (d) or (e) RODO the right to erasure of personal data;
- the right to the portability of personal data as referred to in Article 20 of RODO;
- on the basis of Article 21 RODO, 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) RODO

XXXVI. ANNEXES TO THE TERMS OF REFERENCE

1. Offer form.
2. Initial statement on no grounds for exclusion and meeting the conditions for participation in the proceedings, referred to in Article 125(1) of the PPL Act.
3. Commitment of an entity to provide resources.
4. Statement of the Economic Operators applying jointly for the award of the contract, referred to in Article 117(4) of the PPL Act which indicates which services will be performed by individual Contractors.
5. Description of the subject of the contract.
6. Draft contractual provisions.
7. Procedure ID.

iExplanation: there is an obligation on the controller or processor to designate a personal data protection officer if this information is required

** Explanation: exercising the right of rectification may not lead to a change in the outcome of the procedure





Fundusze Europejskie
Wiedza Edukacja Rozwój

Unia Europejska
Europejski Fundusz Społeczny



Project

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Project number POWR.03.05.00-00-Z230/17

The public procurement procedure or any amendment to the provisions of the contract to the extent that they are incompatible with the PPL Act and shall not affect the integrity of the protocol and its annexes.

*** Clarification: the right to restrict processing shall not apply in relation to storage, to ensure the exercise of judicial remedies or to protect the rights of another natural person or legal person, or on important grounds of public interest of the European Union or of a Member State.



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