

  
**POLSKI CZERWONY KRZYŻ**  
Lubelski Oddział Okręgowy  
20-323 Lublin, ul. Puchacza 6  
tel. 81 532 08 27, tel./fax 81 532 90 87  
NIP 712-016-06-08

.....  
(employer's stamp)

## SPECIFICATION OF IMPORTANT CONDITIONS OF THE ORDER

**in the contract award procedure for:**

**General contracting for the reconstruction and change of use of an office building  
into a warehouse and office building  
at ul. Bursaki 17 in Lublin,  
div. No. 50/3**

(Conduct reference: PRC\_03\_2024)

I APPROVE

Maciej Budka  
Director of the Lublin District Branch of the Polish Red Cross

DYREKTOR  
Lubelskiego Oddziału Okręgowego  
Polskiego Czerwonego Krzyża  
  
*Maciej Budka*

.....  
(signature of the Ordering Party's Manager)

Lublin, March 4, 2024

## Chapter 1

### GENERAL PROVISIONS

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#### 1.1. Name and address of the Ordering Party.

##### **Lublin District Branch of the Polish Red Cross**

hereinafter referred to as the "Ordering Party"

street Puchacza 6, 20-323 Lublin

NIP 7120160508, REGON 00702373100510

telephone number +48 (81) 81 532-08-27 , fax number +48 (81) 5320827

Working hours: Monday - Friday: 08.00-16.00

excluding public holidays.

E-mail address: [pawel.szema@pck.pl](mailto:pawel.szema@pck.pl)

#### 1.2. Legal basis for awarding the contract.

The contract award procedure is conducted as an open tender. The proceedings are not subject to the applicable public procurement law, i.e. the Act of January 29, 2004, Public Procurement Law (consolidated text: Journal of Laws of 2018, item 1986, as amended ) and implementing acts issued on its basis.

#### 1.3. Dictionary.

used in this Terms of Reference (and in the annexes) have the following meanings:

- 1) " **SIWZ** " - this Specification of Essential Terms of the Order,
- 2) " **order** " - an order whose subject matter is described in Chapter 2 of this ToR,
- 3) " **proceeding** " - contract award procedure referred to in this ToR,
- 4) " **Ordering Party** " - Lublin District Branch of the Polish Red Cross.

#### 1.4. The contractor should carefully read these Terms of Reference and submit an offer in accordance with its requirements.

## Chapter 2

### ORDER DESCRIPTION

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#### 2.1. The subject of the order is **the general contracting of the reconstruction and change of use of an office building into a warehouse and office building at ul. Bursaki 17 in Lublin, plot No. 50/3. For technical, organizational, economic and expediency reasons, as well as to maintain uniform, clear and comprehensive liability for defects and claims related to the guarantee and warranty, the subject of the proceedings was divided into 3 parts, the content of which corresponds to the bills of quantities constituting auxiliary materials. Only offers relating to all three parts of the contract, containing separate financial proposals for each of them, will be subject to final evaluation. The Ordering Party reserves the right to cancel any part of the order or to cancel**

**the entire procedure. The first part is financed by the National Reconstruction Plan, the second part by the German Red Cross, the third part by other funds.**

**2.2. The scope of work includes:**

- a) Construction works including, among others: demolition works and division of the building's interior;
- b) thermal modernization of existing elements of roofs, floors and external walls,
- c) installation:
  - What;
  - water, sanitary and rainwater;
  - mechanical ventilation;
  - air conditioning;
  - electrical lighting and general-use sockets;
  - lightning protection;
  - telecommunications;
  - fire hydrant.

**2.3. The detailed description of the subject of the order, constituting Annex No. 1 to the SIWZ, describing the scope of works performed that are the subject of the order, includes:**

- construction projects,
- Technical specifications for the execution and acceptance of construction works ( STWiOR ),
- Bills of quantities as supporting documents.

**2.4. Equivalent solutions.**

If references to standards, European technical assessments, approvals, technical specifications and technical reference systems are used in the design documentation, the Ordering Party allows solutions equivalent to those described. When analyzing the design documentation, the contractor should assume that each reference used in the design documentation is accompanied by the word "*or equivalent*".

If trademarks are used in the design documentation or technical specification for the execution and acceptance of works, it means that they are provided as examples and define only the minimum expected quality parameters and the required standard. The contractor may use equivalent materials or devices, but with similar or better technical and quality parameters, the use of which will in no way adversely affect the proper functioning of the solutions adopted in the design documentation. The contractor who uses equivalent devices or materials will be obliged to demonstrate during the execution of the order that the devices and materials used by him meet the requirements specified by the Ordering Party.

The use of markings in the design documentation means that the Ordering Party also accepts all other markings confirming that given construction works, supplies or services meet equivalent requirements. If, for reasons beyond its control, the Contractor cannot obtain the marking or marking specified by the Ordering Party

confirming that the given construction works, supplies or services meet equivalent requirements, the Ordering Party shall, within the deadline set by itself, accept other appropriate means of evidence, in particular the manufacturer's technical documentation. , provided that the contractor proves that the construction works, supplies or services to be performed by him meet the requirements of specific marking or specific requirements indicated by the Ordering Party.

The use in the design documentation of the requirement to have a certificate issued by a conformity assessment body or a report on tests carried out by this body as evidence confirming compliance with the requirements or features specified in the description of the subject of the contract, offer evaluation criteria or contract performance conditions means that the contracting authority also accepts certificates issued by other equivalent conformity assessment bodies. The Ordering Party also accepts other appropriate means of evidence, in particular the manufacturer's technical documentation, if a given Contractor has neither access to certificates or test reports nor the possibility of obtaining them in a timely manner, unless this lack of access cannot be attributed to a given Contractor, and provided that the Contractor proves that the construction works, supplies or services performed by him meet the requirements or criteria specified in the description of the subject of the contract, the offer evaluation criteria or the terms of contract execution.

If the description of the subject of the order includes a provision resulting from the KNR or KNNR indicating the need to use specific equipment with specific parameters to complete the order, the Ordering Party allows the use of other equipment provided that it will ensure the achievement of the assumed design parameters and will not result in the risk of non-compliance of the work performed with the technical documentation.

## **2.5. Guarantee.**

The length of the warranty period for construction works and installed materials and devices is the criterion for evaluating offers. The ordering party specifies it for a period ranging **from 36 months (minimum term) to 60 months (maximum term)** . The Ordering Party is entitled to full warranty rights for physical defects arising from the provisions of the Civil Code within the deadlines specified therein - regardless of warranty rights. When granting a warranty, the Contractor provides free warranty inspections during the warranty period for the entire subject of the order, so he should include these costs in the remuneration. Inspections will take place at least once a year, unless the manufacturer's warranty of a given material requires more frequent warranty inspections.

## **2.6. Insurance.**

The Ordering Party requires from the Contractor with whom it signs a contract documents confirming that the Contractor is insured against civil liability in the scope of its activities related to the subject of the contract for a guarantee sum not less than the gross value of the submitted offer . The Ordering Party requires the Contractor with whom it signs a contract to have a works insurance policy against

accidental events in accordance with the conditions specified by the Ordering Party in § 11 of the draft contract.

## **2.7. Subcontractors.**

The Ordering Party **allows the use of subcontractors** . The Contractor:

- 1) is obliged to indicate in the offer form, **Appendix No. 3 to the Terms of Reference** , the parts of the order whose performance it intends to entrust to subcontractors and provide the companies **(company name)** of the subcontractors;
- 2) in the event of signing the contract, the Contractor will be obliged to provide - if known - the names or contact details of subcontractors and persons to contact them before commencing the execution of the order. During the implementation of the contract, the Contractor will notify the Ordering Party of any changes in data regarding subcontractors, as well as provide information about new subcontractors to whom it later intends to entrust the implementation of the subject of the order.
- 3) if a subsequent change or resignation from a subcontractor concerns an entity whose resources the Contractor relied on, in order to indicate compliance with the conditions for participation in the proceedings, the Contractor is obliged to indicate to the Ordering Party that the proposed other Subcontractor or Contractor independently meets them to an extent no less than the subcontractor on whose resources The contractor made references during the contract award procedure. Contractual penalties for incorrect reporting of subcontractors and making payments to them are specified in § 14 of the Draft Agreement.

## **2.8. Employment clause.**

The ordering party specifies the obligation to employ, under an employment or civil law contract, all persons performing activities related to the execution of the order.

obligation does not apply to situations where these works will be performed independently

and personally by natural persons running a business in the form of the so-called self-employment, as a subcontractor.

Detailed method of documenting the employment of the above-mentioned persons, the rights of the ordering party to control the fulfillment of requirements by the Contractor, and sanctions for failure to meet these requirements, the type of activities necessary to perform the order to which the requirements for employment under the contract by the Contractor or subcontractor of persons performing activities during the execution of the order apply, are included in § 13 The draft contract constituting **Annex No. 2 to the SIWZ**

## **2.9. Name(s) and code(s) of the Common Procurement Vocabulary: (CPV):**

45000000-7 Construction works,

45210000-2 Construction work on buildings,

45300000-3 Installation work in buildings,  
45311200-2 Electrical installation works,  
45321000-3 Thermal insulation,  
45330000-9 Water, sewage and sanitary installation works,  
45331100-7 Installing central heating,  
45331200-8 Installation of ventilation and air conditioning equipment,  
45331210-1 Installing ventilation,  
45232332-8 Telecommunications additional works,  
45312310-3 Lightning protection,  
45400000-1 Finishing works in buildings.

**2.10.** The Ordering Party **does not reserve** the obligation for the Contractor to personally perform key parts of the order within the scope of the subject matter of the order.

### Chapter 3

#### **ORDER COMPLETION DEADLINE**

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- 3.1.** The contractor is obliged to complete the order no later than **December 31, 2024. The date of completion of the works is one of the evaluation criteria.**
- 3.2.** The deadlines for carrying out individual works will be indicated in the material and financial schedule referred to in § 2 section 2 of the Draft Agreement.

### Chapter 4

#### **CONDITIONS OF PARTICIPATION IN THE PROCEDURE AND GROUNDS FOR EXCLUSION FROM THE PROCEDURE**

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**4.1. Contractors who meet the conditions for participation in the procedure may apply for the contract ;**

**4.1.1. Competences or authorizations to conduct specific professional activities, if this results from separate regulations:**

*The Ordering Party does not specify the condition in the above-mentioned scope.*

**4.1.2. Economic or financial situation.**

Before assessing the offer, the Ordering Party will assess the economic and financial situation of the Contractors based on the analysis of financial statements / balance sheet + profit and loss account / from the last 3 financial years and the confirmed balance from the company account. Additionally, Contractors are obliged to provide certificates of no arrears from the Tax Office and ZUS, not older than 2 months.

#### 4.1.3. Technical or professional ability.

*Description of how to assess compliance with this condition:*

- 1) The contractor should demonstrate that he has performed and completed properly and in accordance with the provisions of the construction law no earlier than **within the last 5 years before the deadline for submitting offers**, and if the period of running the business is shorter - during this **period, at least one construction work consisting of the construction<sup>1</sup> or reconstruction<sup>2</sup> or renovation<sup>3</sup> of a building with a value of not less than PLN 1,000,000.00 gross.**

**Attention:**

*If the value of the works indicated/indicated to confirm compliance with the above-mentioned condition for participation in the proceedings will be given in a currency other than PLN, the Ordering Party will convert these values into PLN at the average NBP exchange rate on the date of initiation of these proceedings.*

- 2) Contractors who have or will have during the period of contract performance and who will direct to its implementation may apply for the contract:
  - min. one person performing the function of: ( **Construction Manager**) , **having construction qualifications to manage construction works without restrictions in the construction and construction specialization** or corresponding equivalent construction permissions issued on the basis of previously applicable regulations, and in the case of foreign contractors - construction permissions to manage works equivalent to those indicated above.
  - min. one person performing the function of: ( **Electrical Works Manager**), **having construction qualifications to manage construction works without restrictions in the installation specialty in the field of electrical and power installations and devices**, or corresponding equivalent construction permissions

<sup>1</sup> Pursuant to art. 3 point 6 of the Act of July 7, 1994 Construction Law (consolidated text: Journal of Laws of 2018, item 1202, as amended), **construction** means the construction of a building in a specific place, as well as reconstruction and expansion, superstructure of a building.

<sup>2</sup> Pursuant to Art. 3 point 7a of the Act of July 7, 1994 Construction Law, **reconstruction** is understood as the performance of construction works resulting in a change in the operational or technical parameters of an existing building, with the exception of characteristic parameters such as: volume, development area, height, length, width or number of storeys; in the case of roads, changes in characteristic parameters are allowed to the extent that does not require changing the boundaries of the road.

<sup>3</sup> Pursuant to Art. 3 point 8 of the Act of July 7, 1994, Construction Law, **renovation** is understood as the performance of construction works in an existing building consisting in restoring its original state and not constituting ongoing maintenance, and the use of construction products other than those used in its original state is permitted.

issued on the basis of previously applicable regulations, and in the case of foreign contractors - construction permissions to management of works equivalent to those indicated above.

- min. one person performing the function of: ( **Manager of sanitary works**), **having construction qualifications to manage construction works without restrictions in the installation specialty in the field of heating, ventilation and sewage networks, installations and devices**, or corresponding equivalent construction licenses issued on the basis of previously applicable regulations, and in the case of foreign contractors - construction licenses to manage works equivalent to those indicated above.

**Attention:**

- 1) *In order to demonstrate compliance with the above-mentioned condition, the contractor may indicate persons who are citizens of an EU Member State who have acquired professional qualifications to perform activities in construction, equivalent to performing independent technical functions in construction in the territory of the Republic of Poland - in accordance with the relevant provisions, in particular the Act on of December 22, 2015 on the principles of recognizing professional qualifications acquired in the Member States of the European Union (Journal of Laws of 2016, item 65) and the Act of December 15, 2000 on professional self-governments of architects and construction engineers (Journal of Laws of 2016, item 65) . of 2016, item 1725).*
- 2) *The Ordering Party **allows** demonstrating the same person with qualifications in more than one of the indicated industries.*

- 4.2.** The Ordering Party may, at any stage of the procedure, consider that the Contractor does not have the required capabilities if the involvement of the Contractor's technical or professional resources in other business ventures of the Contractor may have a negative impact on the execution of the contract.
- 4.3.** In order to confirm compliance with the conditions for participation in the procedure referred to in point 4.1 of the Terms of Reference, the Contractor may, in appropriate situations and in relation to a specific order or part thereof, rely on the technical or professional abilities or financial or economic situation of other entities, regardless of the nature legal relations between him and him.
- 4.4.** The Ordering Party also informs that *the "appropriate situation"* referred to in point 4.3 of the Terms of Reference will occur only when:
- 4.4.1.** The economic operator who relies on the capabilities or situation of other entities will prove to the contracting authority that, when performing the contract, it will have the necessary resources of these entities at its disposal,



- in particular by presenting the obligation of these entities to provide it with the necessary resources for the purposes of performing the contract;
- 4.4.2.** The Ordering Party will assess whether the technical or professional abilities made available to the Contractor by other entities, or their financial or economic situation, allow the Contractor to demonstrate compliance with the conditions for participation in the procedure.
- 4.4.3.** with regard to conditions regarding education, professional qualifications or experience, Contractors may rely on the capabilities of other entities if these entities provide services for which these capabilities are required;
- 4.4.4.** the commitment or other documents confirming the provision of resources by other entities must clearly and unambiguously result in particular:
- the scope of resources of another entity available to the Contractor;
  - the method of using the resources of another entity by the Contractor when performing the order;
  - the scope and period of participation of another entity in the performance of the order;
  - whether the entity on whose abilities the Contractor relies in relation to the conditions of participation in the proceedings regarding education, professional qualifications or experience will provide the services to which the indicated abilities apply.
- 4.5.** Contractors cannot jointly apply for a contract.
- 4.6.** The method of demonstrating the lack of grounds for exclusion is indicated in Chapter 5 of the Terms of Reference.
- 4.7.** The Ordering Party will exclude from the procedure Contractors who do not demonstrate that they meet the conditions for participation in the procedure referred to in point 4.1 of the Terms of Reference;

## Chapter 5

### LIST OF DECLARATIONS OR DOCUMENTS

#### TO BE SUBMITTED BY CONTRACTORS IN ORDER TO CONFIRM THAT THEY MEET THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND THAT THEY ARE NOT SUBJECT TO EXCLUSION FROM THE PROCEDURE

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##### **5.1. Documents submitted with the offer by all Contractors:**

- 5.1.1.** In order to confirm compliance with the conditions for participation in the proceedings specified in Chapter 4 of the ToR and to demonstrate the lack of grounds for exclusion, Contractors must submit **a declaration** along with their offer. **(valid as of the date of submission of offers)** within the scope indicated in Annex No. 5 to the SIWZ. The information contained in the declarations will constitute preliminary confirmation that the contractor is not subject to exclusion

from the proceedings and meets the conditions for participation in the proceedings. The Contractor submits these declarations in accordance with the templates constituting **Annex No. 5 to the ToR** .

The contractor who relies on the resources of other entities in order to demonstrate that there are no grounds for exclusion against them and that, to the extent that he relies on their resources, the conditions for participation in the proceedings are met, he **shall include information about these entities**

**in the declarations referred to in point 5.1. .1 SIWZ .**

**5.1.2.** Evidence referred to in Chapter 5 of the Terms of Reference, in particular a written commitment of the third party submitted in accordance with the principles set out in Chapters 4.4 - 4.5 of the Terms of Reference - if the Contractor relies on the resources or situation of a third party.

**5.1.3. List of construction works** performed no earlier than in the last 5 years before the deadline for submitting offers, and if the period of running the business is shorter - during this period, along with their type, value, date, place of performance and entities for which these works have been performed ( prepared in accordance with **Annex No. 7 to the SIWZ** ) , **together with evidence** specifying whether these construction works were performed properly, in particular information on whether the works were performed in accordance with the provisions of construction law and properly completed, with the evidence referred to , are references or other documents issued by the entity for which the construction works were performed, and if for a justified reason of an objective nature the contractor is unable to obtain these documents - other documents - *in relation to the condition specified in point 4.1.3. subpoint . 1) SIWZ.*

**5.1.4. a list of persons** directed by the contractor to perform the order, in particular those responsible for the provision of services, along with information on their professional qualifications, qualifications, experience and education necessary to perform the order, as well as the scope of activities performed by them and information on the basis for disposing of these persons, prepared in accordance with **Annex No. 8 to the ToR** - *in relation to the condition specified in point 4.1.3. subpoint . 2) SIWZ.*

**5.2** If the Contractor fails to submit the declarations referred to in 5.1 of the ToR or other documents necessary to conduct the proceedings, the declarations or documents are incomplete, contain errors or raise doubts indicated by the ordering party, the ordering party will request them to be **submitted, supplemented or corrected or to provide explanations in within the time specified by the Contractor**, unless, despite submitting, supplementing, correcting or providing explanations, the

Contractor's offer would be subject to rejection or it would be necessary to invalidate the proceedings.

- 5.3** If the Contractor fails to submit the required powers of attorney or has submitted faulty powers of attorney, **the Ordering Party will call for their submission within the deadline specified by him.** unless, despite their submission, the Contractor's offer is subject to rejection or it would be necessary to cancel the proceedings.
- 5.4** The declarations referred to in point **5.1.1** of the ToR are submitted in the original. The obligation referred to in points **4.4.1** and **4.4.4** of the ToR must be submitted in the form of an original or a photocopy certified as a true copy of the original. The declarations and documents indicated in Chapter 5 of the ToR shall be submitted in the form of an original or a photocopy certified as a true copy of the original.
- 5.5** Certification of compliance with the original is made by the Contractor, an entity on whose abilities or situation the Contractor relies, Contractors jointly applying for the award of a public contract or a subcontractor, respectively, in the scope of documents or statements that concern each of them.
- 5.6** Documents or declarations referred to in Chapter 5 of the ToR prepared in a foreign language are submitted with a translation into Polish.
- 5.7** Certification of compliance with the original is made by affixing a handwritten signature to a copy of the document or a copy of the declaration, prepared in paper form.
- 5.8** The Contractor's signatures on declarations and documents must be made in a way that allows identification of the signatory. It is recommended to stamp the signature with the name and surname of the person signing it.
- 5.9** In the case of certifying documents as true copies of the originals, these documents must contain the signatures of the Contractor, in accordance with the principles referred to in points **5.7, 5.11** , and the *"conformity with the original" clause* .  
In the case of multi-page documents, each document must be certified as true copies of the originals. page of the document, or the certification may appear on one of the pages along with information about the number of certified pages.
- 5.10** The power of attorney is submitted in the form of an original or a copy certified to be a true copy of the original by a notary and must be attached to the offer.
- 5.11** The ordering party may request the presentation of the original or a notarially certified copy of documents or statements only if the submitted copy is illegible or raises doubts as to its authenticity.

## Chapter 6

### DEPOSIT REQUIREMENTS

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- 6.1.** The contractor is obliged to pay a deposit in the amount of: **PLN 50,000.00** (in

- words: fifty thousand zlotys and 00/100),
- 6.2.** The deposit may be provided in one or more of the following forms:
- a) money; (the deposit paid in cash should be paid by transfer to the following bank account of the Ordering Party:  
**Millennium Bank SA**  
account number: **79 1160 2202 0000 0002 4987 5844**  
**with the annotation "Security bond - Case reference number: PRC\_03\_2024.**
  - b) bank guarantees or guarantees of a cooperative savings and credit union, however, the guarantee of the savings and credit union is always a cash guarantee;
  - c) bank guarantees;
  - d) insurance guarantees;
- 6.3.** The Ordering Party will consider the deposit in cash to be effective if it is deposited in the Ordering Party's bank account **before the deadline for submitting offers.**
- 6.4.** In the case of paying a deposit in the form of a bank or insurance guarantee, the guarantee must be irrevocable, unconditional and payable at the first written request of the Ordering Party, prepared in accordance with applicable regulations and should contain the following elements:
- a) name of the principal (Contractor), beneficiary of the guarantee (Ordering Party), guarantor (bank or insurance institution providing the guarantee) and indication of their registered offices,
  - b) guarantee amount,
  - c) warranty validity period in the formula: "from .....- to .....",
  - d) the guarantor's obligation to pay the guarantee amount at the first request of the ordering party in the situations specified in the contract.
- 6.5. If the deposit is paid in a form other than cash, the Ordering Party requires the original of the deposit document (guarantee or surety).**
- 6.6.** The deposit must secure the offer throughout the offer validity period, starting from the date on which the deadline for submitting offers expires.
- 6.7.** The Ordering Party returns the deposit to all Contractors immediately after selecting the most advantageous offer or invalidating the procedure, with the exception of the Contractor whose offer was selected as the most advantageous. The Ordering Party returns the deposit to the Contractor whose offer was selected as the most advantageous no earlier than **7 and no later than 30** days from signing the contract, the draft of which is an attachment to this procedure, to the account number indicated by the Contractor.
- 6.8.** The Ordering Party returns the deposit immediately, at the request of the Contractor who withdrew the offer before the deadline for submitting offers.
- 6.9.** The Ordering Party requests the Contractor to re-pay the deposit, to whom the deposit has been returned, if, as a result of the re-adjudication, his offer was selected

as the most advantageous. The contractor pays the deposit within the deadline specified by the Ordering Party.

- 6.10.** The Ordering Party retains the deposit if the Contractor whose offer has been selected:
- a) refused to sign the procurement contract on the terms specified in the offer,
  - b) did not provide the required security for proper performance of the contract,
  - c) concluding a procurement contract has become impossible for reasons attributable to the contractor.
  - d) When requested by the ordering party, he did not submit appropriate documents, declarations or explanations, which resulted in the inability to select the offer submitted by the contractor as the most advantageous one.
- 6.11.** The rules for submitting a deposit specified in this Chapter also apply to extending the validity of the deposit and submitting a new deposit.

## Chapter 7

### DESCRIPTION OF THE METHOD OF PREPARING THE OFFER

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- 7.1.** The contractor may **submit one offer** . Submitting more than one offer will result in rejection of all offers submitted by the Contractor.
- 7.2.** The Ordering Party **does not allow** the submission of **partial offers** .
- 7.3.** The Ordering Party **does not allow** the possibility of submitting a **variant offer** .
- 7.4.** **The offer must be made in writing under pain of invalidity** .
- 7.5.** The content of the offer must be consistent with the content of the ToR.
- 7.6.** The offer and its attachments must be prepared legibly.
- 7.7.** Any changes made by the Contractor to the content of the offer after its preparation must be initialed by the Contractor.
- 7.8.** The offer must be signed by the Contractor, i.e. the person(s) representing the Contractor, in accordance with the rules of representation indicated in the relevant register, or the person(s) authorized to represent the Contractor.
- 7.9.** If the person signing the offer (representing the Contractor) acts on the basis of a power of attorney, the power of attorney in the form of an original or a copy certified as a true copy of the original by a notary must be attached to the offer.
- 7.10.** The offer and attachments must be prepared in Polish and English.
- 7.11.** The contractor bears all costs related to the preparation and submission of the offer.
- 7.12.** It is recommended that the pages of the offer be permanently connected and numbered consecutively.
- 7.13.** It is recommended that each page of the offer containing any content be signed or initialed by the Contractor.
- 7.14.** Intentionally blank
- 7.15.** **The offer must include:**

- a) The offer form prepared and completed according to the template constituting **Appendix No. 3 to the SIWZ**.
  - b) The declarations referred to in point 5.1 of the Terms of Reference according to the templates constituting **Annex No. 5 to the Terms of Reference**, respectively,
  - c) **Documents confirming the right to sign the offer** (original or copy certified as a true copy of the original by a notary) or to sign other documents submitted with the offer.
  - d) Obligation of a third party referred to in points 4.4.1 and 4.4.4 of the Terms of Reference - *if the contractor relies on the resources or situation of a third party*.
- 7.16.** The offer should be placed in a separate envelope/package in the manner described in the invitation and secured in a way that makes it impossible to read its contents without violating the security measures before the deadline for opening the offers. The following markings must be placed on the envelope/package (including courier mail packaging):
- a) Name and address of the Contractor;
  - b) **Lublin District Branch of the Polish Red Cross**  
**street Puchacza 6, 20-323 Lublin**
  - c) **OFFER IN AN UNLIMITED TENDER for general contracting of the reconstruction and change of use of an office building into a warehouse and office building at ul. Bursaki 17 in Lublin, plot No. 50/3 Case reference number: PRC\_03\_2024.**
  - d) Do not open before 04/04/2024
- 7.17.** The Ordering Party is not responsible for incorrect labeling of the envelope.

## Chapter 8

### SUBMITTING AND OPENING OFFERS

- 8.1.** The offer together with the documents referred to in point 7.15 SIWZ must be submitted  
by **April 4, 2024** at the registered office of the Ordering Party:  
**Lublin District Branch of the Polish Red Cross**  
**street Puchacza 6, 20-323 Lublin,**  
**Secretariat**
- 8.2.** Office hours are specified in point. 1.1 SIWZ. of this SIWZ.
- 8.3.** **Attention!** The date and time of receipt of the offer at the place indicated in point are decisive for meeting the deadline for submitting offers. 8.1 of the Terms of Reference, not the date of sending it by post or courier.
- 8.4.** The contractor may introduce changes to the submitted offer, provided that the Ordering Party receives written notice of changes to the offer before the deadline for submitting offers. Notification of changes must be submitted according to the same rules as the submitted offer, in an envelope marked as in point 7.16 SIWZ with the additional marking "CHANGE".
- 8.5.** The Contractor may withdraw the offer before the deadline for submitting offers

by submitting a written notification signed by the person(s) authorized to represent the Contractor.

- 8.6. Immediately after opening the offers, the Ordering Party will post on the website ( [www.egospodarka.pl](http://www.egospodarka.pl) ) information regarding the companies and addresses of the Contractors who submitted their offers on time;
- 8.7. Offers submitted after the deadline referred to in point 8.1 of the Terms of Reference will be immediately returned to the Contractors.

## Chapter 9

### OFFER BINDING DATE

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- 9.1. The contractor is bound by the offer for a period of **30 days** from the deadline for submitting offers.
- 9.2. The offer validity period begins with the expiry of the offer submission deadline.
- 9.3. The contractor, independently or at the request of the ordering party, may extend the validity period of the offer, however, the ordering party may only once, at least 3 days before the expiry of the validity period of the offer, ask the Contractors to consent to extending this period by a specified period, but not longer than by 60 days.

## Chapter 10

### DESCRIPTION OF THE METHOD OF CALCULATING THE OFFER PRICE

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- 10.1. In the offer, the contractor will specify the gross offer price in Polish zloty (PLN), which will constitute **a lump sum remuneration** for the implementation of the subject of the order. Offer price - this is the amount specified in the Offer Form **(Appendix No. 3 of the ToR)** , which should be provided both numerically and in words, accurate to the nearest grosz (to two decimal places).
- 10.2. The contractor must include in the offer price all costs necessary for the correct and complete execution of the order as well as all fees and taxes resulting from applicable regulations.
- 10.3. **For comparison and evaluation of offers, the Ordering Party will assume the total gross price incurred for the implementation of the subject of the order.**
- 10.4. Settlements between the Ordering Party and the contractor will be made in PLN.
- 10.5. The remuneration will be payable in accordance with the Draft Agreement, **Annex No. 2 to the ToR** .

## Chapter 11

### RESEARCH OF OFFERS

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- 11.1. In the course of examining and evaluating the offers, the Ordering Party may request explanations from the Contractors regarding the content of the submitted offers.
- 11.2. If the offered price, or its essential components, seem abnormally low in relation to the subject of the order and raise the Ordering Party's doubts as to the possibility of performing the subject of the order in accordance with the

requirements specified by the Ordering Party or resulting from separate regulations. The ordering party will ask for explanations, including submitting evidence, regarding the price calculation.

*The obligation to demonstrate that the offer does not contain an abnormally low price rests with the Contractor.*

**11.3.** The ordering party will correct the offer:

- a) obvious clerical errors,
- b) obvious accounting errors, taking into account the accounting consequences of the corrections made,
- c) other errors resulting in non-compliance of the offer with the tender specifications, which do not result in significant changes in the content of the offer,

immediately notifying the Contractor whose offer was corrected.

## Chapter 12

### **DESCRIPTION OF THE CRITERIA WHICH THE ORDERING AUTHORITY WILL FOLLOW WHEN SELECTING AN OFFER, INCLUDING THE WEIGHT OF THESE CRITERIA AND THE METHOD OF EVALUATING THE OFFERS**

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**12.1.** The Ordering Party will evaluate the offers that were not rejected based on the following offer evaluation criteria:

No.	Criterion name	Importance of the criterion (in %)
1	Price (C)	60
2	Length of the warranty period for construction works and installed materials and devices (G)	20
3	Time limit for completion	20

**12.2.** The Ordering Party will evaluate the offers by awarding points under the individual offer evaluation criteria, adopting the rule that 1% = 1 point.

**12.3.** Points for the **"Price" criterion** will be calculated according to the formula:

$$C = \frac{C_n}{C_b} \times 60 \text{ pts}$$

Where,

C - number of points for the price criterion,

C<sub>n</sub> - the lowest offer price among the non-rejected offers,

C<sub>b</sub> - price of the tested offer.



In the "**Price**" **criterion** , the offer with the lowest price will receive 50 points and the remaining offers, after mathematical calculation in relation to the lowest price, will receive correspondingly fewer points. The final result of the above operation will be rounded to two decimal places.

**12.4. Criterion "Length of the warranty period for construction works and installed materials and devices "** calculated on a monthly basis:

If the minimum warranty period is offered, i.e. 36 months, the Contractor will receive zero (0) points.

If the maximum length of the warranty period is offered, i.e. 60 months, the Contractor will receive forty (40 ) points.

If a warranty of between 36 and 60 months is offered, the Contractor will receive points according to the formula:

$$G = \frac{G_o}{G_{max.}} \times 20 \text{ pts}$$

Where:

**G** - point value to be determined,

**G<sub>max.</sub>** - the longest warranty period offered ,

**G<sub>o</sub>** - warranty period given in the examined offer.

**Attention:**

The ordering party specifies the minimum and maximum length of the warranty period, ranging from 36 months to 60 months. **If the Contractor offers a warranty period shorter than 36 months , the Ordering Party will reject the offer . If the Contractor does not indicate the offered warranty period in its offer, the Ordering Party will assume that the Contractor does not offer a warranty and will reject the offer.** The contractor may propose a warranty period longer than the designated maximum of 60 months, but in this case the Ordering Party will use the value of 60 months for calculations - the longest adopted in the offer evaluation criterion "Length of the warranty period for construction works and installed elements and devices". **Contractors offer warranty periods in full months (ranging from 36 to 60 months).**

**12.5. Points for the "Completion date "** criterion calculated on a monthly basis will be calculated according to the formula:

$$T = \frac{Y_n}{T_b} \times 20 \text{ pts}$$

Where:

- T** - number of points for the completion date criterion,  
**Y<sub>n</sub>** - shortest completion date among the non-rejected offers,  
**T<sub>b</sub>** - deadline for implementation of the tested offer.

**12.6.** The offer that receives the highest number of points (O) calculated based on the formula: will be considered the most advantageous offer:

$$O = C + G + T$$

Where:

- O** - total number of points of the evaluated offer,  
**C** - number of points obtained in the **"Price" criterion** ,  
**G** - number of points obtained in the criterion **"Length of the warranty period for construction works and installed materials and devices"** .  
**T** - number of points obtained in the completion date criterion

## Chapter 13

### AWARD OF CONTRACT

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**13.1.** The Ordering Party will award the order to the Contractor whose offer was selected as the most advantageous.

**13.2.** The Ordering Party shall immediately inform all Contractors about:

- selecting the most advantageous offer, providing the name or first name and surname, registered office or place of residence and address, if it is the place of business of the contractor whose offer was selected, and the names or first name and surname, registered office or place of residence and address , if they are the place of business of the Contractors who submitted offers, as well as the total score awarded to the offers in each offer evaluation criterion,
- Performers who have been excluded
- Contractors whose offers were rejected, the reasons for the rejection of the offer
- invalidation of the proceedings,

**13.3.** Information referred to in point 13.2 first indent and indent fourth, the Ordering Party will publish on the website: ( [www.egospodarka.pl](http://www.egospodarka.pl) ).

## Chapter 14

### INFORMATION ON FORMALITIES THAT SHOULD BE COMPLETED AFTER SELECTING AN OFFER IN ORDER TO CONCLUDE A CONTRACT

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**14.1.** Persons representing the Contractor when signing the contract should have with them documents confirming their authorization to represent the Contractor, unless this authorization results from the documents attached to the offer.

- 14.2.** The contractor whose offer is deemed the most advantageous is obliged to submit to the Ordering Party **before signing the contract:**
- a) **offer cost estimates divided into industries and the material scope of the order specified in point 2.2. SIWZ** detailing the price components used in the offer cost estimate (rg rate in PLN; Kp - indirect costs in % of R and S; Kz - purchase costs in % of M; Z - profit in % of R, S, Kp ). The offer cost estimate will only be used to calculate the contractor's remuneration due in the event of withdrawal from the contract, permitted changes to the contract in the scope of the subject of the contract or the ordering party's resignation from performing part of the subject of the contract, and the given rates in the event of replacement works. **The contractor is not obliged to attach cost estimates to the offer.**

## Chapter 15

### REQUIREMENTS FOR SECURING PROPER PERFORMANCE OF THE CONTRACT

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- 15.1.** Before signing the contract, the Contractor provides security for proper performance of the contract in the total amount of **5% of the total price given in the offer** , in one of the following forms:
- in cash, to the Ordering Party's account:  
**Millennium Bank SA**  
account number: **79 1160 2202 0000 0002 4987 5844**  
**Transfer title: "Case reference: PRC\_03\_2024 "**  
*/ valid only if the receipt is confirmed on the Ordering Party's account/ ,*
  - bank guarantees or guarantees of a cooperative savings and credit fund, however, the credit union's obligation is always a monetary obligation,
  - bank guarantees,
  - insurance guarantees,
- 15.2** With the consent of the Ordering Party, security may also be provided:
- a) in bills of exchange with a bill of exchange guarantee of a bank or a cooperative savings and credit union,
  - b) by establishing a pledge on securities issued by the State Treasury or a local government unit,
  - c) by establishing a registered pledge in accordance with the principles specified in the provisions on registered pledges and the register of pledges

If the security is provided in cash, the Ordering Party stores it in a bank account. The Ordering Party returns the security within 30 days from the date of execution of the order and recognition by the Ordering Party as duly completed. The Ordering Party will leave 30% of the amount of the security to secure claims under the warranty for defects. The amount referred to above will be refunded within 15 days from the expiry of the warranty period for defects.

- 15.3.** In a situation where it is necessary to extend the deadline for the implementation of the contract in relation to the deadline presented in the offer form constituting an annex to the contract, the Contractor is obliged to extend the validity period of the security provided for the proper performance of the contract at least 5 days before concluding the annex, or if it is not possible, to provide a new security, on terms accepted by the Ordering Party, for the period resulting from the annex to the contract.
- 15.4.** During the execution of the contract, the Contractor may change the form of security to one or more forms. A change in the form of security must be made while maintaining the continuity of the security and without reducing its amount.

## Chapter 16

### PROVISIONS OF THE AGREEMENT

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- 16.1.** The draft Agreement constitutes **Annex No. 2 to the SIWZ** .
- 16.2.** The contract referred to in point will be concluded with the Contractor whose offer is considered the most advantageous. 16.1 SIWZ.
- 16.3.** The Ordering Party provides for the possibility of introducing changes to the concluded contract, in the manner and under the conditions described in detail in § 18 of the Draft Agreement.

## Chapter 17

### DESCRIPTION OF THE METHOD OF PROVIDING EXPLANATIONS AND CHANGES TO THE CONTENT OF THE SIWZ

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- 17.1.** Contractors may contact the Ordering Party with questions regarding the content of the Terms of Reference by e-mail to [pawel.szema@pck.pl](mailto:pawel.szema@pck.pl) from March 11 to 14, 2024. Questions can also be asked in person during an individually arranged on-site visit on the same date. The date of an individual meeting must be arranged in advance by phone, only on March 7-8, 2024 , from 7 a.m. to 3 p.m.
- 17.2.** The Ordering Party will provide explanations on March 20, 2024, providing the content of the inquiries along with answers in the form of Q&A, Questions and Answers by posting such information on the website ( [www.egospodarka.pl](http://www.egospodarka.pl) ) . The Ordering Party will publish questions and provide answers only to questions asked within the deadline specified in point 17.1.
- 17.3.** The ordering party may change the content of the tender specifications before the deadline for submitting offers. The Ordering Party will post the change to the Terms of Reference on the website ( [www.egospodarka.pl](http://www.egospodarka.pl) ) .
- 17.4.** If, as a result of a change in the content of the Terms of Reference that does not lead to a change in the content

of the contract notice, additional time is necessary to introduce changes to the offers, the Ordering Party will extend the deadline for submitting offers and inform the Contractors who received the Terms of Reference about this and will post such information on the website [www.egospodarka.pl](http://www.egospodarka.pl).

- 17.5. In the event of discrepancies between the content of the ToR and the content of the explanations and changes provided, the content of the information containing the subsequent declaration of the Ordering Party should be accepted as binding.

## Chapter 18

### **INFORMATION ABOUT THE MANNER OF COMMUNICATION WITH THE ORDERING PARTY WITH CONTRACTORS AND PROVIDING STATEMENTS AND DOCUMENTS, AS WELL AS A LIST OF PERSONS AUTHORIZED TO COMMUNICATE WITH CONTRACTORS.**

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- 18.1. The proceedings are conducted in Polish and English.
- 18.2. Communication between the Ordering Party and the Contractors takes place via a postal operator within the meaning of the Act of November 23, 2012 - Postal Law (consolidated text: Journal of Laws of 2018, item 2188) , in person, via messenger, fax or using means of electronic communication within the meaning of the Act of 18 July 2002 on the provision of electronic services (consolidated text: Journal of Laws of 2017, item 1219) . If the ordering party or the contractor submits declarations, applications, notices and information by fax or using electronic means of communication within the meaning of the Act of 18 July 2002 on the provision of services by electronic means, each party, at the request of the other party, immediately confirms the fact of their receipt.
- 18.3. In the absence of confirmation of receipt of correspondence by the Contractor, the Ordering Party shall assume that the correspondence sent by the Ordering Party to the fax number or e-mail address provided by the Contractor was delivered to him in a manner enabling him to become familiar with its content.
- 18.4. Correspondence related to these proceedings should be sent to:  
**Lublin District Branch of the Polish Red Cross**  
**street Puchacza 6, 20-323 Lublin**  
fax number **+48 (81) 532 08 27**  
e-mail : [pawel.szema@pck.pl](mailto:pawel.szema@pck.pl)
- 18.5. In correspondence related to this procedure, Contractors should use the procedure code: **PRC\_03\_2024**.
- 18.6. The Ordering Party designates to contact the Contractors:  
**Mr. Paweł Szema,**  
e-mail: [pawel.szema@pck.pl](mailto:pawel.szema@pck.pl)  
from Monday to Friday during office hours specified in point. 1.1. SIWZ, excluding

public holidays.

**18.7.** The Ordering Party **does not plan** to organize a meeting with the Contractors.

**18.8.** At the same time, the Ordering Party informs that it does not allow any other contact - both with the Ordering Party and with persons authorized to communicate with the Contractors - than that indicated in this Chapter. This means that the Ordering Party will not respond to other forms of contact, in particular telephone and/or personal contact at its headquarters.

## Chapter 19

### FINAL PROVISIONS

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The ordering party does not **provide for** :

- concluding a framework agreement,
- submitting variant offers,
- settlements in foreign currencies,
- electronic auction,
- reimbursement of the costs of participation in the proceedings .

## Chapter 21

### PERSONAL DATA PROTECTION

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Pursuant to Art. 13 section 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 Regulation on data protection) (OJ EU L 119 of 04/05/2016, p. 1), hereinafter referred to as "*GDPR*", the Ordering Party informs that:

- 1) Is the administrator of the personal data of the Contractor and persons whose data the Contractor provided in these proceedings ;
- 2) the Contractor's personal data will be processed pursuant to Art. 6 section 1 letter c GDPR for purposes related to the contract award procedure for **general contracting of the reconstruction and change of use of an office building into a warehouse and office building at ul. Bursaki 17 in Lublin, plot No. 50/3** conducted in an open tender mode;
- 3) the Contractor's personal data will be stored for a period of 5 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 5 years, the storage period covers the entire duration of the contract;
- 4) in relation to the Contractor's personal data, decisions will not be made in an automated manner, pursuant to Art. 22 GDPR;
- 5) The contractor has:
  - based on Article. 15 GDPR, the right to access personal data relating to the Contractor;

- based on Article. 16 GDPR, the right to rectify personal data, provided that their change does not result in a change in the result of the public procurement procedure or a change in the provisions of the contract to the extent inconsistent with the Public Procurement Law and does not violate the integrity of the protocol and its annexes ;
  - based on Article. 18 GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in Art. 18 section 2 GDPR;
  - the right to lodge a complaint with the President of the Personal Data Protection Office if the Contractor considers that the processing of his personal data violates the provisions of the GDPR;
- 6) The contractor is not entitled to:
- in connection with art. 17 section 3 letter b, d or e of the GDPR, the right to delete personal data;
  - the right to transfer personal data referred to in Art. 20 GDPR;
  - **based on Article. 21 GDPR, the right to object to the processing of personal data, because the legal basis for the processing of the Contractor's personal data is Art. 6 section 1 letter c GDPR .**

## Chapter 22

### ATTACHMENTS TO SIWZ

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The following appendices are an integral part of the SIWZ:

Annex No. 1 -	Design documentation , bills of quantities
Annex No. 2 -	Draft contract .
Annex No. 3 -	Sample Offer Form - <i>together with the offer</i> .
Annex No. 4 -	NCK Declaration of Conformity
Annex No. 5 -	Sample declaration on meeting the conditions for participation in the proceedings
Annex No. 6 -	Template of information that the contractor does not belong to a capital group
Annex No. 7 -	Template of the list of construction works
Annex No. 8 -	Template of the list of persons
Annex No. 9 -	Code of Ethics of the Polish Red Cross