**Procurement notice**

**Services**

**Expert supervision of rebuilding and retrofitting the BSL-3 laboratory in Łukasiewicz - PORT**

# SECTION I - CONTRACTING PARTY

**1.1.) Role of the Contracting Party**

The procedure is conducted independently by the Contracting Party

**1.2.) Name of the Contracting Party:** Łukasiewicz Research Network - PORT Polish Centre for Technology Development

**1.4) National Identification Number:** National Business Registry Number (REGON) 020671635

**1.5) Address of the Contracting Party**

**1.5.1.) Street:** Stabłowicka 147

**1.5.2.) Place:** Wrocław

**1.5.3.) Postcode:** 54-066

**1.5.4.) Province:** Lower Silesia

**1.5.5.) Country:** Poland

**1.5.6.) Location of NUTS 3:** PL514 - City of Wrocław

**1.5.9.) E-mail address:** marzena.krzyminska@port.lukasiewicz.gov.pl

**1.5.10.) Address of the Contracting Party's website:** https://www.port.org.pl/pl/

**1.6.) Type of Contracting Party:** Public Contracting Party - legal person referred to in Article 4(3) of the Act (entity governed by public law)

**1.7.) Objects of activity of the Contracting Party:** Other activities   
Scientific research and development

# SECTION II – BASIC INFORMATION

**2.1.) Notice subject:**

Public procurement contract

**2.2.) The notice concerns social and other specific services:** No

**2.3.) Title of contract or framework agreement:**

Expert supervision of rebuilding and retrofitting the BSL-3 laboratory in Łukasiewicz - PORT **2.4.) Procedure ID:** ocds-148610-e3808819-3584-11ed-9171-f6b7c7d59353

**2.5.) Notice number** 2022/BZP 00351340/01

**2.7.) Date of announcement**: 2022-09-16 11:00

**2.8.) The contract or framework agreement has been included in the plan of procedures:** No

**2.11.) Only the contractors referred to in Art. 94 of the Act may apply for the award of the contract:** No

**2.14.) Does the contract or framework agreement concern a project or programme co-financed by the European Union:** No

**2.16.) Award procedure and legal basis**

Contract awarded under the basic procedure pursuant to: Art. 275(2) of the Act

# SECTION III – SHARING OF CONTRACT DOCUMENTS AND COMMUNICATION

**3.1.) Website address of the procedure conducted** https://platformazakupowa.pl/pn/port

**3.2.) The Contracting Party reserves access to the contract documents:** Yes

**3.3.) Information on the means of sharing of the restricted documents**

Acting on the basis of Article 280(3) of the Public Procurement Law Act, the Contracting Party informs that they have not made available the part of the ToR concerning the Gap Analysis Report. This information is of a confidential nature.

In order to obtain the above-mentioned information, the Contractor may ask the Contracting Party to obtain information by submitting a "confidentiality statement" on the template constituting Appendix no. to the Description of the Subject of the Procurement. The statement should be sent to the following e-mail address: anna.paziewska-harris@port.lukasiewicz.gov.pl. The Contracting Party shall reply within 2 days with the proviso that in a situation where the Contractor does not submit the above-mentioned statement, the Contracting Party will not be obliged to provide confidential information.

**3.4.) Contractors are obliged to submit tenders, requests to participate, declarations and other documents only by electronic means of communication:** Yes

**3.5.) Information on the electronic means of communication to be used by the Contracting Party to communicate with contractors - website address:** Communication of the Contractor with the Contracting Party and exchange of information, declarations, applications, notices and documents takes place through the means of electronic communication. Communication between the Contracting Party and the Contractors, including any declarations, applications, notices and information are transferred in electronic form through Platform and the “Send message” form, available at the address: <https://platformazakupowa.pl/pn/port> or electronic mail of the Contracting Party referred to in point 10.6 of the ToR.

**3.6.) Technical and organisational requirements for electronic correspondence:** The Contracting Party, in accordance with the Regulation of the Prime Minister of 31 December 2020 on the manner of preparing and submitting information and technical requirements for electronic documents and means of electronic communication in a public procurement procedure or competition (Dz. U. of 2020 item 2452), specifies the necessary hardware and application requirements enabling operation on platformazakupowa.pl, i.e.:

1. permanent access to the Internet with a guaranteed bandwidth of at least 512 kbps,
2. PC or MAC computer with the following configuration: memory min. 2 GB Ram, Intel IV 2 GHZ processor or higher, one of the following operating systems - MS Windows 7, Mac Os x 10 4, Linux, or higher versions,
3. any web browser installed, for Internet Explorer at least version 10.0,
4. JavaScript enabled,
5. Adobe Acrobat Reader or other software supporting .pdf file format installed,  
   6) Encryption on platformazakupowa.pl takes place using TLS 1.3 protocol.
6. The time indication of data reception by the purchasing platform is the date and the exact time (hh:mm:ss) generated according to the local time of the server synchronised with the clock of the Central Office of Measures.
7. Maximum size of one file submitted via dedicated forms to:

submission, modification, withdrawal of a tender is 150 MB, while for communication the file size is a maximum of 500 MB.

**3.8.) The Contracting Party requires that tenders be prepared and submitted using electronic construction data modelling tools or other similar tools which are not generally available:** No

**3.12.) Tender - electronic catalogue:** Not applicable

**3.14.) Languages in which documents submitted in the procedure may be drawn up:**

Polish   
English

**3.15.) GDPR (information obligation):** According to the ToR

# SECTION IV – SUBJECT OF THE CONTRACT

**4.1.) General information on the subject of the contract**

**4.1.1.) A market consultation was carried out prior to the launch of the procedure:** No

**4.1.2.) Reference number:** PO.271.49.2022

**4.1.3.) Type of contract:** Services

**4.1.4.) The Contracting Party awards the contract in parts, each of which is the subject of a separate procedure:** No

**4.1.8.) Partial tenders are possible:** No

**4.1.13.) The Contracting Party takes into account social, environmental or labelling aspects in the description of the subject of the contract:** No

**4.2. Specific information relating to the subject of the contract:**

**4.2.2.) Short description of the subject of the contract**

The object of the contract consists of the expert supervision of rebuilding and retrofitting of BSL-3 laboratory in the Łukasiewicz Research Network – PORT Polish Center for Technology Development.

The Contracting Party specified the stages of the order as below:

Stage I: The procurement for selecting the contractor for the design

Part 1: Preparation of the concept of laboratory and preparation of the procurement documentation.

Part 2: Selecting the Designer based on the appropriate procedure of PPL legislation

Stage II: Agreeing the final version of the design

Stage III: The procurement for the selection of the contractor of construction works

Part 1: Preparation of the documentation for the procurement of the construction works

Part 2: Selection of the contractor for the construction works based on appropriate procedure of PPL legislation

Stage IV: Supervision of execution of construction works and commissioning of the laboratory

Stage V: Certification of the laboratory in accordance with EN12128 and Genetically Modified Microorganisms (GMM) regulation for GMM III

Stage VI: Consultations after commissioning of the laboratory

**4.2.6.) Main CPV code:** 71248000-8 - Project and documentation supervision

**4.2.7.) CPV additional code:**

71247000-1 - Supervision of the construction works

**4.2.8.) The contract includes options:** Yes

**4.2.9.)** The contracting Party reserves the right of option in the scope of:

Stage III, Part 2 and Stages IV-VI. The Contracting Party has the right – depending on their needs – to use the right of option in whole, in part, or not use it at all. In case of the decision to use the right of option, the Contracting Party will submit a declaration of intent to use using the right of option. The declaration can be made in electronic or written form.

**4.2.10.) Period of performance of the contract or framework agreement:** 37 months

**4.2.11.) The Contracting Party envisages renewals:** No

**4.2.13.) The Contracting Party envisages awarding contracts for similar services or construction works to the existing contractor:** Yes

**4.2.14.)** **Subject, size or scope and conditions of contracts for similar services or construction works:** The Contracting Party envisages awarding contracts referred to in Article 214(1)(7) of the Public Procurement Law consisting of: ordering 3 consultation visits to the Expert within 3 years from the date of awarding the basic contract.

**4.3.) Tender assessment criteria**

**4.3.2.) How to determine the weighting of the criteria for evaluation of tenders:** Points

**4.3.3.) Applicable tender evaluation criteria:** Price and quality criteria

**Criterion 1**

**4.3.5.) Name of criterion:** Price

**4.3.6.) Weight:** 50.00

**Criterion 2**

**4.3.4.) Type of criterion:**

organisation, professional qualifications and experience of persons appointed to implement the contract

**4.3.5.) Name of criterion:** professional experience of the Expert

**4.3.6.) Weight:** 50.00

**4.3.10.) The Contracting Party specifies social, environmental or innovation aspects, requests labels or uses life-cycle costing as a criterion for tender evaluation:** No

# SECTION V - QUALIFICATION OF CONTRACTORS

**5.1.) The Contracting Party provides for optional grounds for exclusion:** Yes

**5.2.) Optional grounds for exclusion:**

Article 109(1)(4) PPL

**5.3.) Conditions for participation in the procedure:** Yes

**5.4.) Name and description of the conditions for participation in the procedure.**Technical or professional capacity:

The Contractor meets the condition if they demonstrate that:

1. they have an Expert (at least 1 person) directed by the Contractor to perform the public contract, responsible in particular for the provision of services, having minimum 5 years of experience in at least 3 projects of building, rebuilding or retrofitting of BSL-3, ABSL-3, BSL-4 or ABSL-4 laboratories in the scope of at least one of the stages:

1) planning of the laboratories

2) designing or evaluation of designs of the laboratories

3) supervision of construction works in the laboratories.

The Contracting Party requires that the abovementioned services were delivered for different organisations or entities, while the total experience of the Expert must cover all the stages, i.e.: 1) planning of the laboratories, 2) designing or evaluation of designs of the laboratories, 3) supervision of construction works in the laboratories. The Contracting Party allows the situation, when within the compulsory 5-year-experience of the Expert, the services they provided overlap (the period of experience will be summed up).

1. in the last 10 years prior to the tender submission, or during the period of business activity, whichever is shorter, they have duly executed at least 3 services including one or more stages:

1) preparation of planning guidelines for building, rebuilding or retrofitting of BSL-3, ABSL-3, BSL-4 or ABSL-4 laboratories,

2) designing or evaluation of construction designs in the scope of building, rebuilding or retrofitting of BSL-3, ABSL-3, BSL-4 or ABSL-4 laboratories,

3) supervision of construction works of BSL-3, ABSL-3, BSL-4 or ABSL-4 laboratories.

The Contracting Party requires that the total experience of the Contractor covered all three stages.

* 1. **The Contracting Party requires the submission of the declaration referred to in Article 125(1) of the Act:** Yes
  2. **List of subjective evidence of non-exclusion:**  an extract or information from the National Court Register or the Central Registry and Information on

Business Activity in the scope of Art. 109(1)(4) of the PPL, prepared not earlier than 3 months before its submission, if separate regulations require an entry in the register or registry;

the Contractor's declaration, within the scope of Art. 108(1)(5) of the PPL, on not being a member of the same group of companies within the meaning of the Act of 16 February 2007 on competition and consumer protection (Dz. U. of 2020 item 1076 and 1086) with another contractor who submitted a separate tender, partial tender or application, or a declaration of belonging to the same group of companies with documents or information confirming the preparation of a tender independently from another contractor belonging to the same group of companies – a model declaration constitutes Appendix 6 to the ToR.

If the Contractor has their registered office or place of residence outside the territory of the Republic of Poland, instead of the document referred to in point 7.4(1) of the ToR, they must submit a document or documents issued in the country where the Contractor has their registered office or place of residence, certifying that they have not gone into liquidation or been declared bankrupt. This document referred to above should have been issued no earlier than 3 months before submission.

If in the country where the Contractor has their registered office or place of residence, the documents referred to in point 7.4(1) of the ToR are not issued, they must be replaced in whole or in part by a document containing a declaration of the Contractor, indicating the person or persons authorised to represent it, made before a notary public or before a court, administrative body or a professional or economic self-government body proper for the Contractor's registered office or place of residence.

**5.7.) List of subjective evidence of fulfilment of the conditions for participation in the procedure:** List of services provided in the last 10 years, or during the period of business activity, if it is shorter than 10 years, including their subject, dates of completion and entities for which the services were provided, as well as enclosing evidence stating whether these services were performed properly, whereas the evidence referred to are references or other documents drawn up by the entity for which the services were provided, and if the contractor, for reasons beyond the Contractor's control, is unable to obtain such documents - Contractor's declaration - Appendix no. 7 to the ToR

List of persons appointed by the Contractor to perform the public contract, in particular those responsible for providing services, along with information about their professional experience necessary to perform the public contract, as well as the scope of activities performed by them and information on the basis to dispose of these persons – template is Appendix no. 8 to the ToR;

2).

# SECTION VI - TERMS AND CONDITIONS OF THE CONTRACT

**6.1.) The Contracting Party requires or allows variants of tenders:** No

**6.3.) The Contracting Party envisages an electronic auction:** No

**6.4.) The Contracting Party requires a bid bond (tender guarantee):** No

**6.5.) The Contracting Party requires a deposit to ensure the proper execution of the contract:** No

**6.6.) Requirements concerning the submission of a tender by contractors jointly tendering for the contract:**

Contractors may jointly apply for the award of the contract. In such a case, the Contractors appoint a proxy to represent them in the procedure or to represent them and conclude the public procurement process. The power of attorney must be attached to the tender.

In the case of Contractors jointly tendering for the contract, the declarations referred to in point 7.1 of the ToR are submitted by each of the Contractors. These declarations confirm the absence of grounds for exclusion and the fulfilment of the conditions for participation, to the extent that each Contractor proves the fulfilment of the conditions for participation in the procedure. Contractors jointly applying for the award of the contract must include in their tender a declaration, referred to in Article 117 par. 4 PPL, indicating which services will be provided by each of them.

**6.7.) The Contracting Party envisages that the procedure will be cancelled if the public funds which it intended to allocate for financing the whole or part of the contract have not been awarded:** Yes

# SECTION VII - DRAFT CONTRACTUAL PROVISIONS

**7.1.) The Contracting Party envisages granting advance payments:** Yes

**7.2.) Information on advance payments:**

The Contracting Party will grant an advance payment for the execution of the public procurement in the amount of 20.00%. The details on the advance payment are described in the template of agreement.

**7.3.) The Contracting Party envisages changes to the agreement:** Yes

**7.4.) The type and scope of changes in the agreement and the conditions of their implementation**

1. The Parties provide for the possibility of amending the Agreement:

a) in the event of downtime or delays not caused by the Contractor, having direct impact on the timeliness of the performance of the subject matter of the Agreement, resulting in a change of the date of implementation thereof, resulting in particular from delays in the provision of the information/ documents necessary to perform the Agreement – in such event the provisions of § 3 par. 1 of the Agreement shall be amended in such a manner that the term of the Agreement will be extended by a maximum of the duration of the downtime and delays and potential consequences of such delays;

b) in the event of the occurrence of force majeure having direct impact on the timeliness of the performance of the subject matter of the Agreement, resulting in a change of the date of implementation thereof – in such event the provisions of § 3 par. 1 of the Agreement shall be amended in such a manner that the term of the Agreement will be extended by a maximum of the duration of force majeure and its consequences;

c) as a result of the actions of administrative bodies, in particular the refusal or delay in issuing by administrative bodies or other entities the required decisions, permits, arrangements, for reasons not attributable to the Contractor – in such event the provisions of § 3 par. 1 of the Agreement shall be amended in such a manner that the term of the Agreement will be extended, taking into account the period of extending these procedures and their consequences;

d) for other external reasons not attributable to the Contracting Party or the Contractor, resulting in the impossibility to perform the Agreement on time – in such event the provisions of § 3 par. 1 of the Agreement shall be amended in such a manner that the term of the Agreement will be extended by the duration of such reasons and their consequences;

e) if the provisions of law of the European Union or the domestic laws have been amended, resulting in the necessity of adjusting documentation or the provisions of the Agreement to the changes of the aforementioned provisions which occurred during the performance of the Agreement, including in particular changes in the rates of VAT – in such event the Parties will be able to amend the Agreement taking into account the adequate impact of such circumstances (changes in regulations, contracts. guidelines) on the performance of the Agreement;

f) in the event that after conclusion of this Agreement it turns out that the Contractor is not able to perform the object of the contract having at its disposal Experts referred to in § 2 par. 3 of the Agreement for reasons not attributable to the Contractor, in particular as a result of the Expert’s death, serious illness, termination of the agreement binding the Expert and the Contractor – in such event appendix no. 4 shall be amended on the terms and conditions specified in § 2 par. 3.

2. The Contracting Party provides for a change in the amount of remuneration payable to the Contractor each time in the event of one of the following circumstances:

a) changes in the rate of value added tax and excise duty;

b) changes in the amount of the minimum wage for work or the amount of the minimum hourly rate, determined on the basis of the provisions of the Act of 10 October 2002 on the minimum wage for work;

c) changes in the rules of the social security or health insurance scheme or in the rate of social or health insurance contributions;

d) changes in the rules for accumulating and amount of the rates to employee capital plans referred to in the Act of 4 October 2018 on employee capital plans

- on the terms and in the manner specified in par. 3 to 10, if these changes will affect the costs of execution of the Contract by the Contractor.

3. A change in the amount of remuneration due to the Contractor in the event of the condition referred to in par. 2(a) shall apply only to the part of the subject of the Agreement remaining to be executed, in accordance with the deadlines set out in the Agreement, after the date of entry into force of the provisions amending the rate of tax on goods and services or excise duty and only to the part of the subject of the Agreement, to which the change in the rate of value added tax or excise duty will apply.

**7.5.) The Contracting Party has taken into account social, environmental, innovation or labelling aspects in relation to the performance of the contract:** No

# SECTION VIII – PROCEDURE

**8.1.) Deadline for tender submission:** 2022-09-23 11:00

**8.2.) Place of submission of tenders:** https://platformazakupowa.pl/pn/port

**8.3.) Date of opening the tenders:** 2022-09-23 11:30

**8.4.) Tender validity:** until 2022-10-22

**8.5.) The Contracting Party allows for choosing the best tender with the possibility of negotiations:** Yes

**8.6.) Maximum number of contractors, which will be invited to the negotiations:** 3

**8.7.) Criteria of the tender evaluation, which the Contracting Party intends to use to narrow down the number of contractors:** price

# SECTION IX – OTHER INFORMATION

The contents of the tender consist of:

1. Completed and signed Tender Form - template form constitutes Appendix no. 1 to the ToR;
2. Completed and signed declaration referred to in point 7.1. of the ToR – the template of the declaration constitutes Appendix no. 4 to the ToR (and Appendix no. 5 to the ToR, if applicable);
3. The declaration, referred to in point 8.3. of the ToR (if applicable);
4. Appropriate power(-s) of attorney – if the authority to sign the tender does not derive directly from the relevant register (if applicable);
5. In the case of contractors competing jointly for the award of the contract, the document appointing the Attorney to represent them in the procurement procedure or to represent them in the procedure and to conclude the agreement in this public procurement contract (if applicable);
6. The declaration of the contractors submitting tender jointly, referred to in point 9.3 of the ToR (if applicable).

Due to character limit in this notice, full information on the changes in the agreement is described in par. 11 of the Appendix no. 3 do the ToR (template of the agreement).

Contractor is excluded from the public procurement in cases described in article 7, par. 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security (Journal of Laws of 2022, item 835). Article 7, par. 3 of the abovementioned legislation applies to the Contractor excluded on these grounds.