**Annex 1 to ToR**

**OFFER FORM**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Data of the contractor\*:**........................................................... ............................................................ ............................................................(name and address of the contractor)Address for letters (if different than the mentioned above):………………………………………………………………………………………………………………\* in the case of an offer submitted by a consortium, the details of the leader and the consortium partner should be provided separatelyIn response to a contract notice in a public procurement procedure conducted under the basic procedure ***for transport services of children of Polish soldiers serving in Brunssum garrison to the United World College international school in Maastricht and transport of soldiers to the shooting range in Weert*** ***case no.17/ZP/22,*** we offer the performance of the contract in the full material scope, specified in the terms of reference (ToR) and in accordance with the following conditions:**PRICE CRITERIA (C) *(total price for the execution of the contract):*****Price (gross):** …………………..…….EURO (amount in words: ………………………………………………………………………………………EURO)in accordance with the calculation below:

| ***No.*** | ***Service*** | ***Measurement unit*** | ***Quantity*** | ***Unit net price*** | ***Net (column no. 4 x 5)*** | ***VAT\**** | ***Gross******(column no. 6)*** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| ***1*** | ***2*** | ***3*** | ***4*** | ***5*** | ***6*** | ***7*** | ***8*** |
| 1 | Transportation of children on the route: Brunssum-Maastricht-Brunssum on schooldays, from Monday to Friday (morning and afternoon shuttles of total distance of 120 km) | Day | 165 |  |  | 0 |  |
| 2 | Transportation of children on the route: Brunssum-Maastricht-Brunssum (afternoon shuttle on Friday or on other days determined by the contracting authority of the distance of 60 km) | Day | 33 |  |  | 0 |  |
| 3 | Transportation of soldiers on the route: HQ JFC Brunssum-Weert-HQ JFC Brunssum (ca 120km) | Day | 2 |  |  | 0 |  |
| **TOTAL** |  |

*\* Service to be officially used by armed forces of a state being a party to the North Atlantic Treaty, represented by the , and exempt from VAT.**Legal grounds: Article 151 of Directive 2006/112/EC and Article 15 (10) of Directive 77/388/EEC.***ENVIRONMENTAL CRITERION „EMISSION STANDARD OF THE VEHICLE INTENDED FOR THE EXECUTION OF THE CONTRACT” (N):****We declare that the vehicle intended for the execution of the contract meets the exhaust emission standard:****Euro IV / Euro V / Euro VI\*****\****mark as appropriate* In case of not choosing any of the above options, or choosing more than one, the contractor will not receive any point.*(in accordance with the provisions of chapter 24 ToR – Description of the criteria for evaluation of tenders, together with their respective weights, and tender evaluation method).***SOCIAL CRITERION „EMPLOYMENT UNDER AN EMPLOYMENT CONTRACT OF A DISABLED PERSON” (Z):****We commit ourselves / We do not commit ourselves \*****\****mark as appropriate* **to employ for the performance of the contract at least one full-time disabled person for the entire duration of the contract, in accordance with the definition of a disabled person contained in the Act of August 27, 1997 on Vocational and Social Rehabilitation and Employment of Disabled People (Journal of Laws of 2021, item 573) or within the meaning of the relevant provisions of the Member States of the European Union or the European Economic Area - if the contractor is based in or resides in these countries.**If none of the above options is selected, the will consider that the contractor will not employ at least one disabled person to perform the contract, then the contractor will not receive any point.If more than one of the options is selected, the contractor will not receive any point.*(in accordance with the provisions of chapter 24 ToR – Description of the criteria for evaluation of tenders, together with their respective weights, and tender evaluation method).* |
| 1. **DECLARATIONS:**
2. **I/We\* declare**, that I/We have fulfilled the information obligations provided for in article 13 or article 14 of the GDPR1) towards natural persons from whom I have obtained personal data directly or indirectly in order to apply for a public procurement in this procedure.2)

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) (Journal of Laws UE L 119 of 04.05.2016, p. 1).1. Where the contractor does not provide personal data other than directly concerning him or there is an exemption from the application of the information obligation, pursuant to art. 13 sec. 4 or article. 14 sec. 5 GDPR, the contractor does not submit the content of the declaration (removing the content of the declaration, e.g. by deleting it).
2. Pursuant to Art. 225 of the Public Procurement Law, I/We inform you that, in accordance with the provisions on goods and services tax, the selection of my/our offer (mark the appropriate box):

[ ]  **will not** lead to a tax obligation on the part of the [ ]  **will** lead to a following tax obligation on the part of the:

|  |  |  |
| --- | --- | --- |
| Name (type) of goods or services whose delivery or performance will give rise to a tax obligation | Value of the goods or services that are subject to the tax liability of the , excluding the tax | Value-added goods and services tax rate that, according to the contractor's knowledge, will be applicable. |
|  |  |  |
|  |  |  |

1. **I/We declare,** that when performing the contract covered by the proceeding (mark the appropriate box):

[ ]  **I/We do not intend** to subcontract any part of the contract[ ]  I**/We do intend** to subcontract the following parts of the contract to:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name/company, address of the subcontractor** (if known at the date of the offer’s submission) | **Entrusted activities** (indicate / define the entrusted scope) | **Remarks** |
|  |  |  |  |
|  |  |  |  |

**Attention:** *In the event that the contractor does not fill in these data or selects „I/We do not intend to subcontract any part of the contract”, the will assume that the contractor intends to perform the entire contract without the participation of subcontractors.*1. **I/We\* declare**, that this offer is consistent with the subject of the contract and the content of the ToR.
2. **I/We\* declare,** I declare that I/We have read the conditions contained in the ToR along with any changes, additions and updates as well as other attached documents and I/We accept them without reservations.
3. **I/We\*** declare that I/We have taken into account the changes and additional arrangements resulting from the procedure for granting this public procurement, which constitute an integral part of ToR, specified in all letters/documents submitted/made available by the contracting authority.
4. **I/We\* declare,** that I/We have obtained the necessary information essential to prepare the offer.
5. **I/We**\* **declare**, that I am bound by this offer for the period specified by the in the ToR.
6. **I/We**\* **declare**, that I/We commit myself/ourselves to fulfill the requirements related to employment on the basis of an employment contract specified in the ToR.
7. **I/We**\* **declare**, that I/We accept the draft provisions of the contract constituting an attachment to the ToR and in the event of choosing my/our offer, I/we commit myself/ourselves to sign it in the form presented in the ToR (taking into account the changes and additional arrangements arising during the procedure for awarding this public contract) and at the place and time specified by the .

The person authorized to contact the in matters relating to the performance of the contract is: ................................................e-mail: ………...………….tel./fax: ...............................1. **I/We**\* **declare** that I/We accept the payment terms specified in the draft provisions of the contract.
2. **I/We**\* **declare,** that I/We guarantee the performance of the subject of the contract with due diligence, taking into account all required regulations and I/We accept responsibility that results from the type of services provided and is stipulated in the provisions of civil law and criminal law.
 |
| 1. **BUSINESS SECRET.**

**I/We**\* **declare\*** this offer (mark the appropriate box):[ ]  **does not contain** [ ]  **contain**information constituting a business secret, within the meaning of the Article 11 (2) of the Act of April 16, 1993 on counteracting unfair competition (Journal of Laws of 2020, item 1913).Below, I enclose a relevant justification for the reservation of information constituting a trade secret.\*List of restricted documents / information: * ……………..

\* delete or cross off if not applicable |
| 1. **THE CONTRACTOR DECLARES THAT HIS COMPANY IS:\*** (mark the appropriate box)**:**

[ ]  Micro-enterprise[ ]  Small enterprise[ ]  Medium-sized enterprise[ ]  sole proprietorship[ ]  a natural person not running business activity[ ]  other type \* mark as appropriate - cf. Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-seized enterprises (Official Journal of the European Union L 124 of 20 May 2003, page 36-41).  In the case of a consortium, the required information must be provided in refer to the consortium leader.Micro-enterprise: the company employs fewer than 10 employees and its annual turnover (or/and its total annual balance sheet) does not exceed EUR 2 million.Small enterprise: an enterprise which employs fewer than 50 persons and its annual turnover or annual balance sheet does not exceed EUR 10 million.Medium-seized enterprise: enterprises which are not micro or small enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million or an annual balance sheet total not exceeding EUR 43 million**.** |
| 1. **ANNEXES:**

**There are the following attachments to the offer form:****Statement of grounds for exclusion from the procedure – in accordance with annex 2 to the ToR.****Power of attorney - in case of contractors jointly submitting a tender offer for public procurement – in accordance with annex 4 to the ToR (*if applicable*).\*****Power of attorney to represent the contractor in case of signing the offer by persons not listed in the estreat from the relevant register (*if applicable*).\***… …………………………………………………………\* delete or cross off if not applicable |
| ATTENTION:1. The recommends saving the document in .pdf format before signing.
2. The tender form must be affixed by the person or persons authorized to represent the contractor with a qualified electronic signature or a trusted signature or a personal signature.
 |

Annex 2 to ToR

**The Contracting Authority:**

Ministry of National Defence

Al. Niepodległości 218

00-911 Warsaw

Poland

**on behalf of and for whom acts:**

Polish Support and Administration Section Brunssum

Rimburgerweg 30

6445 PA Brunssum

The Netherlands

CONTRACTOR:

…………………………………………………………………

…………………………………………………………………

 *(full title/company, address and depending on entity/person: Tax Identification Number/* *Universal Electronic System for Registration of the Population, National Court Register/* *the Central Register and Information on Economic Activity, or other national identification number.)*

**Represented by:**

…………………………………………………………………

*(name, last name, grounds for representing)*

**STATEMENT OF THE CONTRACTOR**

**submitted on the basis of Art. 125 (1) of the Act of September 11, 2019 Public Procurement Law (hereinafter referred to as the PPL Act)**

**CONCERNING THE GROUNDS FOR EXCLUSION FROM THE PROCEDURE**

For the purposes of the public procurement procedure, conducted under the non-negotiation basic procedure on the basis of Art. 275 item 1 of the PPL Act ***for transport services of children of Polish soldiers serving in Brunssum garrison to the United World College international school in Maastricht and transport of soldiers to the shooting range in Weert, case number 17/ZP/22****,*
I declare, as follows:

**STATEMENTS RELETED TO THE CONTRACTOR:**

1. I declare that I am not subject to exclusion from the procedure pursuant to Art. 108 (1) of the PPL Act.
2. I declare that I am not subject to exclusion from the procedure pursuant to Art. 7 (1) of the Act on certain measures countering support of aggression on Ukraine and facilitating national security interest (Journal of Laws 2022, item 835).

I declare that there are grounds for exclusion from the procedure in relations to me pursuant to Art. …………. PPL Act *(provide the applicable grounds for exclusion from among those listed in Art. 108 (1) (1),(2),(5) or article. 109 (1) (4) of the PPL Act).* at the same time, I declare that in connection with the above-mentioned circumstance, pursuant to art. 110 sec. 2 of the PPL Act, I have taken the following corrective measures:

…………………………………………………………………………………………..…………………...........……………

**DECLARATION REGARDING THE INFORMATION PROVIDED:**

I declare that all the information provided in the above statements is up-to-date and truthful, and that it has been presented with full awareness of the consequences of misleading the when providing the information.

ATTENTION:

1. In the case of contractors jointly applying for the award of the contract, the requirement to submit this declaration applies to each of the contractors
2. The recommends saving the document in .pdf format before signing;
3. The document must be completed and signed with an eligible electronic signature or
a trusted signature or personal signature.

**Annex 3 to ToR**

**DRAFT CONTRACTUAL PROVISIONS**

**§ 1.**

1. The subject of the contract is the transport of children of Polish soldiers serving in the Brunssum garrison to the United World Collage international school in Maastricht and the transport of soldiers to the shooting range in Weert.

2. The Contractor hereby undertakes to render the following services:

* + 1. transportation of children by bus with driver in the school year of 2022/2023 on the route: collecting depot Brunssum, the Netherlands – the international school United World Collage in Maastricht (UWC Maastricht), the Netherlands – children reception depot in Brunssum, the Netherlands;
		2. two transportations of soldiers to the shooting range on the route: HQ JFC Brunssum, the Netherlands – shooting range in Weert – HQ JFC Brunssum, the Netherlands.
1. It is required that the service was performed by a bus that meets the contracting authority requirements specified in the *Terms of Reference*, constituting Annex No. 1 to the contract *(in accordance with chapter 6 of ToR, namely, Description of the subject matter of the contract*).
2. In the event of a breakdown of the bus referred to in item 3, the contractor will provide alternative transport. The replacement bus must meet the requirements of the specified in the *Terms of Reference*.

**§ 2.**

1. On school days, the bus shall shuttle on the Brunssum-Maastricht-Brunssum route twice a day (in the morning and in the afternoon) and there shall be an additional afternoon shuttle on Friday in accordance with the following schedule:
	1. Morning drive:
		* + 1. Departure from the children assembly point in Brunssum (car park inside HQ JFC Brunssum: Rimburgerweg 30, 6445 PA Brunssum or another location in Brunssum indicated by the contracting authority) at 7.15 a.m.; the departure time may change if the additional stop in the town of Hoensbroek is cancelled, of which the contracting authority will notify the contractor at least two days in advance;
				2. the bus stop in Hoensbroek (car park at the sports ground Frederikstraat 50, 6433 GL Hoensbroek or other place in Hoensbroek indicated by the ) at 7.25 a.m., bus departure at 7.30 a.m. the bus stop in Hoensbroek may not be necessary; in this case, the client will inform the contractor at least two days in advance or indicate another stop, the location of which will not lengthen the route of the bus;
				3. arrival at the UWC Maastricht School (Discusworp 65, 6225 XP Maastricht): no later than 10 minutes before the start of the school day;
				4. departure with supervisor of children from Maastricht to Brunssum at 8.20 a.m., to the place referred to in point 1 (a).
	2. Afternoon drive:
		* + 1. departure from Brunssum, from the place described in point 1(a), with a supervisor for the children, at 14.20;
				2. arrival at UWC Maastricht School no later than 15.00, at the place specified in point 1(c), to collect the children;
				3. departure from Maastricht to Brunssum, at the point indicated in point 1(a), with a stop at the place indicated in point 1(b), at 15.30.
				4. at least 8 days per school year (days to be determined by the ) pick-up and drop-off of children from Maastricht to Brunssum will take place at 12.20 p.m. due to the earlier end of lessons.
	3. Noon drive (only on Fridays during school days or on other days determined by the contracting authority):
		* + 1. departure from Brunssum, from the place described in point 1(a), together with the person supervising the children, at 11.20 a.m.;
				2. arrival at UWC Maastricht no later than 12.00 noon, at the place specified under point 1(c), to collect the children;
				3. departure from Maastricht to Brunssum, at the place referred to in point 1(a), with a stop at the place referred to in point 1(b), at 12.20.
2. An adult designated by the contracting authority will each time supervise the collection of children from collection points, their transport and disembarkation from the bus.
3. In order to carry out shooting training, on one day in the fourth quarter of 2022 and another day in the second quarter of 2023, determined exactly by the in consultation with the administrator of the shooting range, given to the contractor within 30 days in advance, the bus will make the drives with soldiers according to the following schedule:
	* + - 1. departure from the meeting point: the car park at the HQ JFC Brunssum, Rimburgerweg 30, 6445 PA Brunssum or another place indicated by the contracting authority in Brunssum at 08.30 a.m.;
				2. arrival at the shooting range in Weert, address: Kuikensvendijk 5, 6002 SR Weert no later than 9.30 a.m.;
				3. departure from the shooting range after the training at 14.00;
				4. arrival at HQ JFC Brunssum, at the place specified in point (a), at 15.00.
4. The reserves that if there is no possibility to conduct shooting training, there will be no need for transport either. In case of necessity to cancel the transportation date already established, the shall inform the contractor in advance accordingly.
5. In the event of a need to make changes to the schedules referred to in point 1 and 3, these changes do not constitute changes to the terms of the contract requiring an annex, but must be made in writing.
6. The will provide the contractor by e-mail with a list of school days on which the transport of children will take place, within 5 days from the date of concluding the contract, but not later than one day before the commencement of the provision of the transport service.
7. The has the right to amend the list referred to in point 6, informing the contractor about the above by e-mail, at least 5 days in advance or shorter in the event of a situation beyond the control of the , including the day on which the change in the provision of the service occurs.
8. In the event of a sudden need to collect children from school (e.g. cancellation or reducing the classes by the school management), the will immediately notify the contractor by phone about the change in the departure time of the bus with children or to pick up children. The contractor will be obliged to perform the service with the reported correction - without bringing additional costs to the .

**§ 3.**

1. The contractor will appoint at least one person (a driver) to perform the service who meets the requirements of the contracting authority, specified in the *Description of the subject matter of the contract*, constituting Annex No. 1 to the contract.
2. In the event of a change of the person assigned to perform the service (a driver), the new person must meet the requirements of specified in the *Description of the subject matter of the contract*, constituting Annex No. 1 to the contract.
3. The requires the employment of persons driving a bus transporting children, indicated in the List of persons under a contract of employment by a contractor or subcontractor.
4. During performance of the service, the shall be entitled to exercise control activities with respect to the contractor, as regards contractor's or subcontractor's compliance with the requirement to employ, on the basis of an employment contract, persons performing activities necessary for performance of the contract indicated by the contracting authority. The shall be entitled in particular to:
	* + - 1. request declarations and documents as a proof of fulfillment of the above requirements and their assessment,
				2. request clarification in case of doubts concerning the confirmation of the fulfillment of the above mentioned requirements,
				3. carry out on-site checks.
5. During the execution of the service, for each request of the , the contractor will submit the following evidence to the with the deadline specified in that request, in order to confirm that the contractor has fulfilled the requirement of employment under the contract of employment of the persons indicated in point 3 during the performance of the contract:
6. **a contractor’s statement** of employment under the contract of employment of the person performing the contracted activity. This statement should include, in particular: the exact name of the person making the statement, the date of the statement, the indication that the requested activity is performed by persons employed under the contract of employment, together with an indication of the number of such persons, and the names of those persons, the type of employment contract and the signature of the person authorized to make a declaration on behalf of the contractor;
7. a certified by the contractor **copy of the contract/contracts** of the persons carrying out the service. Statement of the contractor (together with a document regulating employee responsibilities, if it was prepared). A copy of the contract/contracts should be anonymized in a manner ensuring the protection of personal data of employees, according to the 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). Employee name is not anonymous. Information such as the date of signing of the contract, type of contract and should be identifiable.
8. Contractor’s failure of providing a confirmation of employment under the contract of employment, within the time limit setup by the , shall be treated as not fulfilling the requirements of employment under the contract of employment.
9. Due to contractor's failure to comply with the requirement to employ persons performing the activities indicated by the contracting authority on the basis of an employment contract, the provides for a sanction in the form of:
10. contractor's obligation to pay a contractual penalty in the amount of 0.1% of the gross value of the subject of the contract, referred to in § 8 (6) of the contract, for each day of exceeding the deadline specified in the call referred to in point 5;
11. contractor's obligation to pay a contractual penalty in the amount of 0.2% of the gross value of the subject of the contract, referred to in § 8 (6) of the contract, for each day on which the person employed to perform the activities referred to in point 3, performs them without employment under an employment contract.
12. The contractor is obliged to employ, under an employment contract, at least one full-time disabled person for the entire duration of the contract, in accordance with the definition of a disabled person contained in the Act of 27 August 1997 on vocational rehabilitation and social and employment of people with disabilities (Journal of Laws of 2021, item 573) or within the meaning of the relevant provisions of the Member States of the European Union or the European Economic Area - if the contractor is established or resides in these countries - and is obliged to strictly comply with labor and social security law in relation to these employees, particularly when it comes to working time standards and the obligation to pay social insurance contributions.
13. The employment of a disabled person will also include further employment of a disabled person who is already employed by the contractor and who will be delegated to perform activities related to the performance of the contract.
14. In the event of termination of employment by a disabled person or by the contractor before the end of the term of the contract, the contractor will be obliged to employ another disabled person in this place.
15. Employment requirements refer to the involvement of a disabled person to perform the subject of the contract by entrusting this person with activities related to the actual performance of the contract.
16. The disabled status is to be determined on the basis of a certificate of disability or a certificate of the degree of disability (severe or moderate or light) or a certificate of long-term incapacity to work, issued by the disability adjudication team or a certified doctor of the Social Insurance Institution or the Agricultural Social Insurance Fund or issued by the other national authorized person/team. appropriate for the place of business of the contractor.
17. During the performance of the service, at each request of the within the time limit set in this request, the contractor will submit to the a document confirming employment under a contract of employment for at least one disabled person in full-time in the form of a written statement, which should include in particular: the entity submitting the declaration, date of submission of the declaration, indication of the scope and type of tasks that the disabled person will perform under the contract, indication of the type of employment contract, working time and signature of the person authorized to submit the declaration on behalf of the contractor.
18. In the event of a change of disabled people, the contractor is obliged to provide the with a document confirming the employment of a new person under an employment contract, indicated in point 13, within 14 (fourteen) calendar days from the date of the change. In the event that the contractor has extended the employment contract to an employee previously employed, the contractor will present the with the document as above within 14 (fourteen) calendar days from the date of contract extension.
19. For the contractor's failure to meet the requirement to employ a disabled person, the provides for sanctions in the form of:
20. the contractor's obligation to pay a contractual penalty in the amount of 0.1% of the gross value of the item referred to in § 8 (6) of the agreement, for each day of exceeding the deadline specified in the call referred to in point 13;
21. the contractor's obligation to pay a contractual penalty in the amount of 0.1% of the gross value of the subject of the contract, referred to in § 8 (6) of the agreement, for each day of exceeding the deadline referred to in point 14;
22. the contractor's obligation to pay a contractual penalty in the amount of 10% of the gross value of the subject of the contract, referred to in § 8 (6) of the contract, in the event of not employing at least one disabled person in full time.[[1]](#footnote-1)

**§ 4.**

The contracting authority and the contractor agree that in the event of damage to or destruction of the property of the transported persons during transport due to the fault of the carrier, this damage or destruction will be compensated by the contractor. Compensation will only apply to cases of immediate notification of damage or destruction of property on the same day on which the transport was carried out. Compensation may not apply to damage or destruction of property if the property was not properly secured during transport.

**§ 5.**

* + 1. The Contractor declares that his entire activity is insured and holds an insurance policy no. …………… for the amount of ……………. EURO (in words: ............... ..EURO) covering civil liability for business activities related to the subject of the contract. Insurance period from .............. to ………………
		2. The contractor will present the with a copy of the above-mentioned policy confirmed to be true to the original by the contractor within 7 days from the date of concluding the contract.
		3. In the event that referred to in point 1 the contractor's insurance policy in the scope of conducted business activity will expire before the end of this contract, the contractor will extend the insurance, maintaining its continuity for the period of contract performance specified in § 7 of the contract and present a document confirming the conclusion of the insurance contract to the , at least 14 days before the expiry of the policy.

**§ 6.**

1. Persons responsible for the performance of the contract on the part of the shall be:
2. Sławomir PRZYBYSZEWSKI, tel. 0031 45 526 2867, e-mail: wag.pnpw.brunssum @ron.mil.pl

or

1. Leszek KOSIOR, tel. 0031 45 526 3229, e-mail: wag.pnpw.brunssum@ron.mil.pl
2. Osobą odpowiedzialną za realizację umowy ze strony wykonawcy jest:

…………….., tel. ……………….., e-mail: ……………………………….

1. If it is necessary to introduce changes to the persons indicated in (1) and (2) together with telephone, fax, e-mail numbers etc., this change does not constitute a change to the terms of the contract requiring an annex, but must be entered in writing.

**§ 7.**

The Parties agree that the contract period shall be **from the date of conclusion of the contract to 13.07.2023 r.**

**§ 8.**

* + 1. Payment for the service shall be **………….. EURO** per each school day (morning and afternoon drive) and **………. EURO** per each additional noon drive on Fridays, in accordance with the offer form, constituting Annex nr … to the contract. Payment shall solely be effected for the carried out shuttles only and if the service has been complete.
		2. Payment for the transportation service of soldiers to the shooting range and back to HQ JFC Brunssum shall be **……….. EURO** per each day, in accordance with the offer form, constituting Annex nr … to the contract. Payment shall solely be effected for the carried out drive only and if the service has been complete.
		3. The shall effect payments for the service rendered based on an invoice issued by the contractor (VAT excluded) on a monthly basis.
		4. Payment for each invoice shall be effected to the contractor’s bank account **……………………………** within 14 days of receiving the invoice.
		5. The fee will be paid by the only for the days during which the service was provided. At the same time, the indicates that the minimum number of days in which the contractor will provide the service and receive remuneration is 30 days.
		6. Total remuneration for the performance of the contract shall not exceed the amount of …………..**EURO** gross (VAT = 0%) (in words: ……………………………… **EURO**). Remuneration shall be inclusive of all receivables arising from the performance of the contract.
		7. The maximum amount, after adding up all invoices, during the term of the contract may not exceed the amount specified in point 6.
		8. During the term of the contract, the unit prices indicated in the offer form, constituting Annex No.…. to the contract will not be indexed.
		9. The payment date is considered to be when the transfer order is submitted to bank of the .
		10. The contractor declares that he will deliver invoices:
1. in paper form with the required attachments to the following address: Administrative Department of the Ministry of National Defense, 00-911 Warsaw, al. Niepodległości 218\*
2. in electronic form with the required attachments, provided that they are sent to the following address: …………………………… (indicated by the ),\*
3. in the form of structured electronic invoices with the required attachments, provided that they are sent to the PEF address: ………………………….. \*

\* b*efore concluding the contract, the parties agree on the method of delivering invoices to the*

* + 1. If the contractor uses PEF, the contractor is obliged to include in a structured electronic invoice the elements required by the Act of March 11, 2004 on tax on goods and services, and additionally is obliged to provide information on the recipient of the payment and indicate the public procurement contract, the invoice relates to.
		2. In the event of a change in the form of delivery of invoices in relation to the content of the declarations made in the offer, the contractor undertakes to notify the 's representative (in writing, by fax or e-mail), referred to in § 6 point 1 (1) or (2), at least 7 calendar days prior to the delivery of invoices.
		3. If the contractor is registered as an active taxpayer of value added tax, the will pay the remuneration using the split payment mechanism, i.e. in the manner indicated in Article 108a (2) of the Act of March 11, 2004 on tax on goods and services.
		4. The amount due for invoices issued by the contractor will be settled by the in the form of transfer orders to the contractor's account: bank account number …………………….…………
		5. The contractor's remuneration will be made in EURO and all payments will be made in this currency.
		6. The contractor declares that:
1. he is/ is not a VAT taxpayer \*
2. the appropriate tax office/revenue for the contractor is .…………………

*\*(cross off if not applicable)*

* + 1. The Contractor declares that the indicated in paragraph 14, the account number was disclosed in the list of entities registered as VAT payers, unregistered and deleted and restored to the VAT register kept by the Head of the National Revenue Administration (hereinafter: "White List") and that the bank account number indicated in all invoices that will be issued in on his behalf, is an account for which, in accordance with Chapter 3a of the Act of August 29, 1997 - Banking Law, a VAT account is kept.
		2. In the event of a discrepancy between the bill indicated on the invoice and the bill indicated on the "White List", the is entitled to settle the payment to the account indicated on the "White List", as the contractor's account. Payment to the account indicated in the "White List", as the contractor's account, results in the cancellation of the 's obligation towards the contractor.
		3. If the contractor's bank account is not disclosed on the "White List", the will be entitled to pay the remuneration to the account indicated in the invoice, however, with the simultaneous fulfillment of obligations under the law, including notifying the penal and fiscal administration authorities.
		4. If the incurs any costs as a result of incorrectly specifying the bank account number, the contractor shall pay the compensation in the amount of costs incurred by the in connection with the incorrect indication of the bank account number.[[2]](#footnote-2)

**§ 9.**

1. The contractor shall pay the contractual penalties:
2. in the amount of 20% of the gross value of the contract referred to in § 8 (6) of the contract, in the event of termination of the contract with immediate effect or withdrawal without setting an additional deadline by the , for reasons attributable to the contractor;
3. in the amount of 20% of the gross value of the contract referred to in § 8 (6) of the contract, in the event of termination / withdrawal from the contract by the contractor for reasons attributable to him;
4. in the amount of 0.5% of the gross value of the subject of the contract referred to in § 8 (6) of the contract in the event of non-performance of the service for one school day;
5. The has the right to terminate the contract with immediate effect or withdraw without setting an additional deadline and with the consequences referred to in point 1 (1), in the following cases:
6. expiry of the contractor's license to provide transport services related to the transport of people;
7. absence of current technical tests of the vehicle used for transport of people;
8. failure to provide a copy of the 's insurance policy within 7 days from the date of conclusion of the contract;
9. finding the driver is not employed under an employment contract;
10. lack of employment of a disabled person, if the contractor in the course of the contract award procedure conducted earlier, submitted an offer in which he declared employment of a disabled person to perform the contract;
11. repeated cases (at least five times a month) of substituting a dirty bus. Applies to mess inside, such as dirty seats, greasy windows, crumbs on the floor, when bringing the bus to the morning ride;
12. epeated cases of delays (at least five times a month) when bringing the bus to subsequent drives (does not apply to delays caused by difficulties on the bus route);
13. if the Contractor fails to perform the service twice or does not perform it in accordance with the contract.
14. The contracting authority has the right to withdraw from the contract without setting an additional date or termination with immediate effect and with the consequences referred to in point 1 (1), when the contractor improperly performs its contractual obligations. The may exercise the right to withdraw from the contract up to 30 days after the date on which the circumstances entitling to withdraw or terminate the contract occurred.
15. The termination of the contract with immediate effect must be in writing form along with justification.
16. The reserves the right to claim damages in the amount exceeding the amount of contractual penalties on general terms specified in the Act of 23 April 1964 Civil Code (Journal of Laws 2020, item 1740), hereinafter referred to as the "Civil Code".
17. The reserves the right to deduct the charged contractual penalties directly from the contractor's invoices.
18. The may also withdraw from the contract in the cases and within the time limit referred to in Article 456 of the Public Procurement Law.
19. The total amount of contractual penalties calculated under this contract shall not exceed 30% of the gross value of the subject of the contract referred to in § 9 (6) of the contract.
20. Penalties may be charged separately for each title. The charging or payment of one penalty does not consume other penalties, even in the case of charging or paying a penalty for withdrawal from the contract
21. Either party may terminate this agreement upon 30 days' notice.

**§ 10.**

1. The parties undertake to fulfill the information obligation referred to in Article 14 (1) and (2) of the GDPR, towards persons designated for representation and contact, as well as towards persons who will physically perform the service.
2. This obligation will be performed orally during the first contact with a person through the contractor who, on behalf of the Ministry of National Defense, will provide the information referred to in Article 14 (1) and (2) of the GDPR to its employees.
3. The content of the information obligation will constitute Annex No. ... to the agreement - GDPR, information clause.

**§ 11.**

1. Any amendments hereto, made against mutual consent of the Parties, shall be made in writing under pain of nullity.
2. Issues not provided for herein shall be governed by Polish law, i.e. the Polish Public Procurement Law and the Civil Code.
3. Any disputes and controversies arising shall be settled by a court of law locally competent for the seat of the Awarding Entity.
4. This contract has been executed in six copies, three counterparts in English and three counterparts in Polish.
5. The language of the contract is Polish.

*Annex no. … to the contract no. ………………..*

**The fulfillment of the information obligation referred to in Article 14 (1 ) and (2) of the GDPR (General Data Protection Regulation) towards persons designated for representation and contact, as well as persons who will physically perform the service.**

Acting pursuant to Article 14 (1) and (2) of the GDPR, I would like to inform you that: the administrator of personal data is the Minister of National Defense / the Ministry of National Defense based in Warsaw, at al. Niepodległości 218, tel. +48 22 628 00 31.

Administrator appointed Data Protection Officer who can be contacted by email: iod@mon.gov.pl or by post: Minister of National Defense, Al. Niepodległości 218, 00-911 Warsaw (POL), with note “Data Protection Officer””.

Your personal contact / business / identification data have been obtained from ...................... based in ............................... and will be processed in order to perform the contract No. .................. of ……………

The legal basis for the processing of personal data is Article 6 (1) (e) of the GDPR, i.e. data processing is necessary to perform a task carried out in the public interest.

Personal data will be transferred to entities processing personal data at the request of the administrator, as well as to other entities authorized under the law.

The data will not be transferred to a third country or to an international organization.

The data will be stored for the period of ............... resulting from the provisions of law, i.e. in accordance with the "Single Item List of Files" in force at the Ministry of National Defense.

**Person, who the data refers to, is entitled to:**

* access to his/her personal data, rectification of inaccurate personal data concerning him/her, require restriction of processing of his/her personal data, when the cases refer to GDPR,
* bring a complaint to the Chairman of the Office for Personal Data Protection (address: 00-193 Warsaw, ul. Stawki 2).

**Person, who the data refers to, is not entitled to:**

* transfer data, delete data and raise an objection.

There will be no automated decision-making or profiling during data processing.

**Annex 4 to ToR**

**POWER OF ATTORNEY (template)**

**power of attorney to represent contractors jointly applying for contracts
− Art. 58 of the Act of September 11, 2019 − Public Procurement Law (Journal of Laws of 2021, items 1129, 1598, 2054, 2269, of 2022 items 25, 872, 1079), hereinafter referred to as the "PPL Act”.**

1. ………………………..…………….……. based in ………………, at the. ………..….. street,

 /enter the name of the contractor no. 1/

 represented by the authorized persons:

1. …………………………………………..
2. ………………………………………….

2\*. ……………….……………….…………. based in ………………, at the …………….. street,

 /enter the name of the contractor no. 2/

 represented by the authorized persons:

1. …………………………………………..
2. ………………………….……………….

jointly referred to as the contractor, jointly applying for the award of a public contract
***for transport services of children of Polish soldiers serving in Brunssum garrison to the United World College international school in Maastricht and transport of soldiers to the shooting range in Weert, case number 17/ZP/22,*** hereby expressing consent to jointly bear the related joint and several liability pursuant to Art. 445 of the PPL Act, we appoint our proxy as the leader of the consortium: …………………. / enter the contractor to be appointed as a proxy /

within the meaning of Art. 58 (2) of the PPL Act, and we grant a power of attorney to \*\*:

1. signing and submitting the offer with attachments on behalf of contractors;
2. representing the contractor, as well as each of the above-mentioned contractors separately, in the public procurement procedure;
3. submit on behalf of contractors in the course of the procedure any statements and perform actions provided for by law and make other statements in connection with the proceeding, including asking questions, submitting explanations regarding the content of the offer and other documents submitted by contractors in connection with the proceeding;
4. keep correspondence related to the proceeding;
5. submit on behalf of contractors the legal protection measures they are entitled to in the proceedings, as well as submit a declaration of joining the appeal filed by another contractor in the proceeding;
6. submit pleadings on behalf of contractors in the proceeding before the Chairman of the Public Procurement Office, the National Chamber of Appeal at the Chairman of the Public Procurement Office and the District Court;
7. represent contractors at the meeting and at the hearing before the National Appeals Chamber at the Chairman of the Public Procurement Office and before the District Court;
8. conclude a public procurement contract being the subject of the proceeding on behalf of contractors;
9. represent contractors in the course of contract performance.
10. ……………………………………………………………………………………………………………….………………………….

(list other activities for which the contractor empowers an attorney in accordance with the consortium agreement)

This power of attorney is irrevocable and is granted for the duration of the contract or the final completion of the public procurement procedure, in which the above-mentioned a consortium has been selected to perform the contract. The proxy has the right to appoint further proxies and grant them a power of attorney to act independently in the above-mentioned scope.

1. For: ……………………………………………….

 / enter the name of the contractor no. 1/

2\*. For: …………………………………………………

 / enter the name of the contractor no. 2/

\* when the offer is submitted by a consortium composed of 2 contractors. When the offer is submitted by a consortium of more than 2 contractors, the remaining contractors should be added.

\*\* The requires the appropriate scope of the empowering to be marked

**ATTENTION:**

1. **The recommends saving the document in .pdf format before signing;**
2. **The document should be completed and signed with an eligible electronic signature or a trusted signature or a personal signature by all authorized persons to represent joint contractors**
1. If the contractor in the presented offer does not declare employment of at least one disabled person to perform the contract, the provisions of points 8-15 will be deleted from the contract. [↑](#footnote-ref-1)
2. In the event that the economic operator is not registered as a VAT payer, the provisions of points 17-20 will be removed from the contract. [↑](#footnote-ref-2)