

SHORT INFORMATION
FOR FOREIGN CONTRACTOR

Name of procedure:

Delivery, installation and commissioning a set of devices within NOMATEN CoRE intended for nuclear corrosion testing in conditions simulating the operating conditions of PWR type reactors

procedure no. EZP.270.9.2025

The public procurement procedure is conducted in an open tender procedure in accordance with Article 132 of the Public Procurement Law, hereinafter referred to as the "PPL Act".

The binding document is a document in Polish (SWZ with attachments), which contains FULL information enabling Contractors to submit an offer.

1. The contract award procedure is conducted in accordance with the provisions of the Act of 11 September 2019 – Public Procurement Law (Journal of Laws of 2024, item 1320, as amended), hereinafter referred to as the Public Procurement Law.

2. A contractor participating in the procedure must have a qualified electronic signature.

3. The Ordering Party provides a link to the list of qualified trust service providers

<https://esignature.ec.europa.eu/efda/tl-browser/#/screen/home>

4. The proceedings are conducted in Polish using electronic means of communication via the Purchasing Platform at: <https://platformazakupowa.pl/pn/ncbj>.

Instructions for using the Platform are available at <https://platformazakupowa.pl/pn/ncbj>

5. Pursuant to Article 20(3) of the Public Procurement Law, the Ordering Party allows for the possibility of submitting an offer, declarations or other documents in a language commonly used in international trade – English. The Contractor shall submit the relevant evidence and other documents or statements prepared in a foreign language together with a translation into Polish.

6. The scope of the subject of the order consists of the subject of the order guaranteed by the Ordering Party (basic order) and the order covered by the option right (optional order). The Ordering Party reserves the right to exercise the option right.

The Ordering Party makes the exercise of the option right dependent on the value of the offers submitted by the Contractors and on the possession of sufficient financial resources for this purpose. In the event that the Ordering Party does not exercise the option right, the Contractor shall not be entitled to any claims in this respect. The condition for activating the option right is the Ordering Party's declaration of will to execute the order under the option right and placing a separate order outside the basic order. The Ordering Party may place an order within the scope of the optional order no later than 2 (two) months from the date of conclusion of the agreement for the execution of the basic order. The Ordering Party reserves the right to exercise the option right to an incomplete extent.

6.1. The subject of the basic order includes:

- a) RECIRCULATION LOOP
- b) AUTOCLAVE WITH LOADING DEVICE DEVOTED TO MECHANICAL TESTING
- c) DIRECT CURRENT POTENTIAL DROP (DCPD) CONTROLLER

6.2. The scope of the order covered by the option right includes:

- a) OPTION 1: AUTOCLAVE TO CORROSION (EXPOSURE TESTS)
- b) OPTION 2: LOADING MACHINE FOR MECHANICAL TESTS IN AUTOCLAVE
- c) OPTION 3: SPARE PARTS – RECIRCULATION LOOP
- d) OPTION 4: REPLACEMENT PARTS - AUTOCLAVE

7. The subject of the order is described in detail in **Volume II (PPU) and Volume III (OPZ)**.

8. Deadline for completion of the subject of the order: ***to 10 months from the date of conclusion of the contract and no later than 05th June 2026 (due to the need to settle the project)*** for a complete Set of Equipment including delivery, assembly and start-up at the Ordering Party's headquarters. Training of the Ordering Party's employees will be conducted on dates agreed by the Contractor and the Ordering Party.

8.1. The condition for activating the option right is the declaration of will of the Ordering Party to execute the order within the scope of the option right and placing a separate order outside the scope of the basic order. The Ordering Party may place an order within the scope of the optional order no later than 2 (two) months from

the date of conclusion of the agreement for the execution of the basic order. The Ordering Party reserves the right to use the option right to an incomplete extent.

8.2. Order fulfilment time **under the option right: up to 9 months from the date of submission selected variant/variants of optional order no later than 05th June 2026 (due to the need to settle the project).**

9. The minimum required warranty period for the subject of the order is **12 months** from the date of signing the final acceptance protocol for the subject of the basic order or the order under the option right.

10. The Ordering Party specifies the conditions for participation in the procedure:

Contractors who meet the following conditions may apply for the contract:

1. technical or professional ability:

regarding the Contractor: The condition will be met if the Contractor demonstrates experience in the execution in the period of the last 5 years before the deadline for submission of offers, and if the period of conducting business activity is shorter in this period - of at least two deliveries of equipment intended for nuclear corrosion testing in conditions simulating the operating conditions of PWR type reactors with a value of at least 500,000.00 PLN gross each.

NOTE! When submitting the documents specified in point 10.8.a, if the Contractor conducts settlements in a currency other than that indicated by the Ordering Party, he is obliged to convert it (or the Ordering Party will convert it) according to the average exchange rate of the National Bank of Poland applicable on the day of sending the contract notice for publication in the EU Journal of Laws.

11. The Contractor is obliged to pay a deposit in the amount of: **98,500.00 PLN** (in words: ninety-eight thousand five hundred zlotys 00/100). The Ordering Party does not allow the possibility of paying the deposit in a currency other than PLN.

The security deposit must be paid before the deadline for submission of offers in one or more of the following forms specified in Article 97(7) of the PPL Act, depending on the Contractor's choice.

11.1. The deposit in cash should be paid by bank transfer to the Ordering Party's account:

For domestic contractor: Account number PKO BP XII O/W-wa 95 1020 1026 0000 1902 0173 4110

For a foreign contractor: Account number 95 1020 1026 0000 1902 0173 4110, IBAN PL 95 1020 1026 0000 1902 0173 4110, SWIFT BPKOPLPW,

PKO Bank Polski SA, 2nd Regional Corporate Centre in Warsaw

Nowogrodzka 35/41, 00-950 Warsaw.

with the information in the title "Security deposit procedure no. EZP.270.9.2025"

The security deposit must be submitted before the deadline for submission of offers, for the entire validity period of the offer.

Due to the risk associated with the duration of the interbank settlement period, the Ordering Party recommends making the transfer well in advance.

11.2. **If the deposit is paid in the form of a guarantee or surety, the Contractor shall provide the Ordering Party with the original** of the guarantee or surety in electronic form. The deposit in such form must cover the entire

period of validity of the offer. The content of the guarantee or surety may not contain provisions that make its continued validity dependent on the return of the original of the guarantee document to the guarantor.

The Beneficiary of the deposit provided in the form of a guarantee or surety should be indicated as – **“National Centre for Nuclear Research, Andrzeja Sołtana 7, 05-400 Otwock NIP: 532-010-01-25, REGON 001024043”**

In the event that the deposit is provided in the form of a guarantee or surety, it is necessary for the guarantee or surety to cover liability for all cases resulting in the loss of the deposit by the Contractor, as specified in Article 98(6) of the PPL Act.

The guarantee or surety must contain **an irrevocable and unconditional** obligation of the issuer of the document to pay the Ordering Party the amount of the deposit at the first written request of the Ordering Party.

A deposit paid in the form of a guarantee (bank or insurance) must have the same liquidity as a deposit paid in cash – pursuing a claim for a deposit paid in this form cannot be hindered. Therefore, the content of the guarantee should include a clause stating that all disputes regarding the guarantee will be resolved in accordance with Polish law and subject to the jurisdiction of Polish courts, unless otherwise provided for by law.

12. The Contractor may request the Ordering Party to clarify the content of the SWZ. The request should be sent via the Platform and the "Send a message to the Ordering Party" form.

The Ordering Party requests that questions be asked also in editable form, which will shorten the time required to provide explanations.

12.1. The Ordering Party is obliged to provide explanations immediately, but no later than 6 days before the deadline for submitting offers – provided that the request for explanation of the content of the SWZ was received by the Ordering Party no later than 14 days before the deadline for submitting offers.

13. All submitted documents should be signed by the Contractor with a qualified signature.

14. **The offer consists** of the completed:

- a) **Form 2.1 "Offer",**
- b) **Form 2.2 "List of offered devices and technical parameters"**
- c) **Pricing form (Volume IV SWZ).**

15. **Together with the Offer**, the Contractor is obliged to submit via the Platform:

- 1) an extract or information from the National Court Register, Central Register and Information on Business Activity or another appropriate register, unless the Ordering Party can obtain them using free and publicly available databases and the Contractor has indicated in the Offer Form the data enabling access to these documents in relation **to the Contractor, the Contractors jointly applying for the order, as well as in relation to entities providing resources;**
- 2) a power of attorney or other document confirming the authorisation to represent the Contractor or the entity providing the resources, unless the authorisation to represent results from the documents referred to in point 16.6. subpoint 1) of the IDW;
- 3) a power of attorney or other document confirming the authorization to represent all Contractors jointly applying for the contract award (e.g. cooperation agreement). A proxy may be appointed to represent Contractors in the procedure or to represent in the procedure and conclude the agreement;
- 4) original of the guarantee or surety if the deposit is in a form other than money, taking into account the provisions of point 18.3. IDW;
- 5) **obligations** required by the provisions of point 11.3. of the IDW, if the Contractor relies on the capabilities of entities providing resources in order to confirm compliance with the conditions for

participation in the procedure, **together with powers of attorney, if the right to sign a given commitment does not result from the documents referred to in point 16.6. subpoint 1) of the IDW;**

- 6) declaration of Contractors jointly applying for the award of the contract referred to in Article 117(4) of the PPL Act;
- 7) a statement regarding sanctions regulations related to the war in Ukraine on Form 3.7. (submitted by: the Contractor, each of the Contractors jointly applying for the contract award, the entity providing resources). This statement is submitted in electronic form and provided with a qualified electronic signature.

16. The Ordering Party **requests** that the following evidence **be submitted** together with the Offer:

Form 2.2. List of offered devices and technical parameters

If the Contractor fails to submit the evidence in question or the evidence submitted is incomplete, the Ordering Party **shall call** on the Contractor to submit or supplement it within a specified time limit.

17. Before selecting the most advantageous offer, the Ordering Party will call on the Contractor whose offer was assessed the highest to submit, within a specified time limit, not shorter than 10 days, the following evidence valid on the date of submission:

1) In order **to confirm that there are no grounds for exclusion** from participation in the procurement procedure:

a) Single European Procurement Document (ESPD)

b) information from the National Criminal Register regarding:

- Article 108(1)(1) and (2) of the PPL Act,

- Article 108(1)(4) of the PPL Act concerning the imposition of a ban on applying for a public procurement contract as a penal measure,

prepared no earlier than 6 months before its submission;

c) a statement of the Contractor, within the scope of Article 108(1)(5) of the PPL Act, on not belonging to the same capital group, within the meaning of the Act of 16 February 2007 on the protection of competition and consumers (Journal of Laws of 2020, items 1076 and 1086), with another Contractor who has submitted a separate offer, partial offer or a declaration of belonging to the same capital group, together with documents or information confirming the preparation of the offer, partial offer independently of another Contractor belonging to the same capital group; – *the template of which is Form 3.5.;*

d) the Contractor's declaration on the validity of the information contained in the declaration referred to in Article 125(1) of the PPL Act, in terms of the grounds for exclusion from the procedure indicated by the Ordering Party, referred to in:

- Article 108(1)(3) of the PPL Act,
- Article 108(1)(4) of the PPL Act concerning a prohibition to apply for a public contract as a preventive measure,
- Article 108(1)(5) of the PPL Act concerning entering into an agreement with other Contractors aimed at distorting competition,
- Article 108(1)(6) of the PPL Act.

2) If the Contractor has its registered office or place of residence outside the borders of the Republic of Poland, instead of:

a) information from the National Criminal Register, referred to in point 10.6. letter a) IDW – submits information from the relevant register, such as the court register, or, in the absence of such a register, another equivalent document issued by the competent judicial or administrative authority of the country in which the

Contractor has its registered office or place of residence, within the scope of Article 108(1)(1), (2) and (4) of the PPL Act;

The document should be issued no earlier than 6 months before its submission.

- 3) If in the country where the Contractor has its registered office or place of residence, the documents referred to in point 10.7.1. IDW are not issued, or if these documents do not refer to all cases referred to in Article 108(1)(1), (2) and (4) of the PPL Act, they shall be replaced in whole or in part, respectively, by a document containing the Contractor's declaration, indicating the person or persons authorized to represent it, or the declaration of the person to whom the document was to refer, made under oath, or, if in the country where the Contractor has its registered office or place of residence there are no regulations on declarations under oath, made before a judicial or administrative authority, notary, professional or economic self-government body competent for the Contractor's registered office or place of residence.

The document should be issued no earlier than 6 months before its submission.

- 4) In order **to confirm the fulfilment of the conditions for the Contractor's participation** in the proceedings, the Contractor shall submit:

- a) a list of deliveries made, and in the case of recurring or continuous services also those made, in the last 5 years, and if the period of conducting business activity is shorter - in that period, together with an indication of their value, subject, dates of performance and entities for which the deliveries were made or are being made, and attaching evidence specifying whether these deliveries were made or are being made properly, where the evidence in question is references or other documents drawn up by the entity for which the deliveries were made, and in the case of recurring or continuous services are being made, and if the contractor is unable to obtain these documents for reasons beyond his control - a statement by the contractor; in the case of recurring or continuous services still being made, references or other documents confirming their proper performance should be issued in the last 3 months; - **in accordance with the template constituting Form 3.6;**

18. The offer and the European Single Procurement Document must be submitted, under penalty of nullity, in electronic form (i.e. with a qualified electronic signature). These documents should be signed by a person authorized to represent the Contractor, in accordance with the form of representation of the Contractor specified in the register or other document appropriate for the given organizational form of the Contractor or by an authorized representative of the Contractor.

19. The Ordering Party provides the following documents and forms in English:

- a) Form 2.1 OFFER
- b) Form 2.2 "List of offered devices and technical parameters"
- c) Form 3.1 European Single Procurement Document (ESPD)
- d) Form. 3.2 Proposal for the content of the obligation of the entity providing the resources to put at the disposal of the Contractor with the necessary resources for the execution of the order;
- e) Form 3.3 Proposed content of the statement of Contractors jointly applying for the award of the contract within the scope referred to in Article 117(4) of the PPL Act;
- f) Form 3.4 STATEMENT regarding the validity of the information contained in the ESPD
- g) Form 3.5 STATEMENT regarding the capital group
- h) Form 3.6 Delivery List
- i) Form 3.7 Statement on sanctions legislation related to the war in Ukraine

20. Formal requirements for documents submitted in the proceedings:

20.1 In the event that the subjective evidence, other documents or documents confirming the authorisation to represent were issued by authorised entities:

- 1) as **an electronic document** – the Contractor **provides this document**;
- 2) as **a document in paper form** – the Contractor **provides a digital reproduction of this document with a qualified electronic signature** confirming the compliance of the digital reproduction with the document in paper form;

Certification of the compliance of the digital reproduction with the document in paper form, referred to in point 2) above, is made by a notary or:

- a) in the case of subjective means of evidence and documents confirming authorisation to represent – the Contractor, the Contractors jointly applying for the contract award, the entity providing the resources, each within the scope of the document that concerns it;
- b) in the case of other documents, the Contractor or the Contractors jointly applying for the contract, each within the scope of the document that applies to it;

20.2. Subjective means of evidence, including the statement referred to in point 16.6. item 6) IDW, commitment(s) of the entity providing the resources that have not been issued by authorized entities and the required powers of attorney:

- 1) Contractor **is transmitted in electronic form and provided with a qualified electronic signature**;
- 2) when they were prepared as a paper document and signed by hand, the Contractor **provides a digital reproduction of these documents with a qualified electronic signature**, certifying the compliance of the digital reproduction with the paper document.

Certification of the compliance of the digital reproduction with the document in paper form, referred to in point 2) above, is made by a notary or:

- a) in the case of subjective means of evidence – the Contractor, the Contractors jointly applying for the order award, the entity providing the resources, each in the scope of the document that concerns it;
- b) in the case of the declaration referred to in point 16.6. item 6) IDW, the obligations of the entity providing the resources – the Contractor or the Contractors jointly applying for the award of the order, as appropriate;
- c) in the case of a power of attorney – the principal.
- d)

21. Offers should be submitted via the Platform by **12.05.2025, 10:00 a.m.**

22. The offers will be opened on **12.05.2025 at 10:30 a.m.** via the Platform.

23. The Contractor is bound by the offer from the date of submission of offers until **09.08.2025**.

24. When selecting the most advantageous offer, the Ordering Party will be guided by the following offer evaluation criteria:

1) Price "C" 35 points

(lowest price of the evaluated offers/price of the examined offer x 35 points)

ATTENTION: If a bid is submitted in a currency other than PLN, the Ordering Party will convert this currency into PLN for comparison purposes at the average the National Bank of Poland exchange rate applicable on the date of publication of the contract notice in the EU Journal of Laws.

2) Warranty period "G" 5 points

The "Warranty Period" criterion will be considered on the basis of the warranty period for the subject of the order, provided by the Contractor on the Offer Form.

The number of points for the examined offer will be awarded according to the scoring presented in the table below:

Warranty period offered	Number of points
12 months	0
from 13 months to 23 months	3
24 months and above	5

3) Additional criterion: technical requirements "W" 60 points.

Offers will be assessed in terms of the criterion of **additional technical requirements "W"**. The number of individual points for additional equipment offered in the offer being examined will be awarded according to the scoring indicated in Form 2.2. "List of offered equipment and technical parameters" - in accordance with section III, i.e. the table **Additional technical requirements "W"**.

25. Immediately after selecting the most advantageous offer, the Ordering Party shall simultaneously inform all Contractors who submitted offers about:

- 1) selecting the most advantageous offer, providing the name or first name and surname, registered office or place of residence, if this is the place of business of the Contractor whose offer was selected, and the names or first names and surnames, registered office or place of residence, if these are the places of business of the Contractors who submitted offers, as well as the score awarded to the offers in each criterion of offer evaluation and the total score,
- 2) Contractors whose bids were rejected,
– providing factual and legal justification.

26. The Contractor is obliged to provide security for the proper performance of the contract in the amount of **2% of the gross price given in the offer** in the forms specified in Article 450(1) of the PPL Act.

26.1. In the event of providing security for proper performance of the contract in non-cash form, the following person should be indicated as the Beneficiary of the guarantee: **National Centre for Nuclear Research, Andrzeja Sołtana 7, 05-400 Otwock NIP: 532-010-01-25, REGON 001024043.**

26.2. In the event that the deposit is paid in cash, the Contractor may agree to include the deposit amount as security.

26.3. The security for the proper performance of the contract in the form of money should be transferred to the bank account indicated for the payment of the security deposit.

26.4. In the event of providing security for the proper performance of the contract in a form other than cash, the Contractor is obliged to submit the content of the guarantee (bank or insurance) or surety document for the Ordering Party's approval before signing the contract.