



UNIwersytet
Warszawski



Wydział Psychologii
Uniwersytetu Warszawskiego

TERMS OF REFERENCE

/hereinafter referred to as the Terms or ToR/

**UNIVERSITY OF WARSAW
FACULTY OF PSYCHOLOGY
2D Stefana Banacha Street
02-097 Warsaw**

The ToR has been published on the website

<https://dzp.uw.edu.pl/ogloszenia-o-zamowieniach-publicznych/>

<https://ezamowienia.gov.pl>

Public procurement procedure under the standard procedure without negotiations

No. POUZ-361/115/2026/WPS

**entitled 'Purchase of research equipment intended for simultaneous research
using functional near-infrared spectroscopy (fNIRS)'.**

26/28 Krakowskie Przedmieście Street, 00-927 Warsaw

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Article 1 – THE CONTRACTING AUTHORITY

1. Name: University of Warsaw
Registered office address: 00-927 Warsaw, ul. Krakowskie Przedmieście 26/28
Tax Identification Number (NIP): 525-001-12-66, National Business Registry Number (REGON): 000001258
2. Organisational unit conducting the procedure: Faculty of Psychology
Address: 2D Stefana Banacha Street, 02-097 Warsaw
Tel: +48 22 5549850, email: zamowienia@psych.uw.edu.pl
3. The University of Warsaw has legal personality and operates pursuant to the Act of 20 July 2018 – Law on Higher Education and Science (Journal of Laws of 2024, item 1571, as amended) and is an entity of the public finance sector within the meaning of Article 9 of the Act of 27 August 2009 on Public Finance (consolidated text: Journal of Laws of 2025, item 1483, as amended, hereinafter: 'UFP').

Article 2 – GENERAL INFORMATION

Article 2 § 1 – Legal basis

1. The Act of 11 September 2019 – Public Procurement Law (Journal of Laws of 2026, item 793, as amended), hereinafter referred to as the “Public Procurement Law”, together with the implementing regulations to that Act.
2. Procurement procedure: standard – Article 275(1) of the Public Procurement Law.
3. The procedure is conducted in accordance with the provisions applicable to the award of standard contracts whose value is below the EU thresholds.
4. These Terms of Reference have been drawn up in two language versions – Polish and English. In the event of any doubts regarding interpretation, the Polish version of the ToR shall prevail.

Article 2(2) – Website for the procurement procedure

1. This procurement procedure is conducted using electronic means of communication. All correspondence relating to the procedure will be conducted via the e-Zamówienia Platform available at: <https://ezamowienia.gov.pl>, hereinafter referred to as the ‘e-Zamówienia Platform’.
2. Procurement documents directly related to the procurement procedure, including amendments and clarifications to the content of the ToR, will be made available on the

website for the ongoing procedure on the e-Procurement Platform, at the address (link) provided in Annex 1 to the Terms of Reference.

3. The procedure to which this document relates is designated by the Contracting Authority with the reference number POUZ-361/115/2026/WPS. Contractors should refer to the above designation in all communications with the Contracting Authority.

Article 2 § 3 – Participation in the procedure

1. In response to the contract notice, offers may be submitted by all interested Contractors.
2. A Contractor may apply for the contract by submitting a offer either individually or jointly.
3. Should a Contractor submit more than one offer (either individually or jointly), such offers will be rejected.
4. The Contracting Authority will select the most advantageous offer without conducting negotiations.
5. An electronic auction does not apply in this procedure.
6. Contractors shall bear all costs associated with the preparation and submission of offers, regardless of the outcome of the procedure. The Contracting Authority shall not reimburse the costs of participation in the procedure.

Article 2(4) – Information clause under Article 13 of the GDPR

In accordance with Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L127/2018 of 23 May 2018), hereinafter referred to as the 'GDPR', the Contracting Authority hereby informs you that:

- 1) the controller of your personal data is the University of Warsaw
ul. Krakowskie Przedmieście 26/28, 00-927 Warsaw;
- 2) the Data Protection Officer at the University of Warsaw is Mr Dominik Ferenc,
contact:iod@adm.uw.edu.pl , tel: 22 55 22 042;
- 3) Your personal data will be processed on the basis of Article 6(1)(c) of the GDPR for the purpose of the public procurement procedure with the reference number given on

the cover page of these Terms;

- 4) the recipients of your personal data will be the persons or entities to whom the offer documentation is made available pursuant to Article 18 and Article 74(1) of the Public Procurement Law;
- 5) Your personal data will be stored, in accordance with Article 78(1) of the Public Procurement Law, for a period of 4 years from the date of completion of the procurement procedure; and if the duration of the contract exceeds 4 years, the retention period shall cover the entire duration of the contract;
- 6) the obligation for you to provide personal data relating directly to you is a statutory requirement set out in the Public Procurement Law, relating to participation in a public procurement procedure; the consequences of failing to provide the specified data are set out in the Public Procurement Law;
- 7) no decisions will be made regarding your personal data by automated means, in accordance with Article 22 of the GDPR;
- 8) you have:
 - a) pursuant to Article 15 of the GDPR, the right to access your personal data;
 - b) pursuant to Article 16 of the GDPR, the right to rectify your personal data
<Explanation: exercising the right to rectification may not result in a change to the outcome of the public procurement procedure or a change to the provisions of the contract to the extent that this would be inconsistent with the Public Procurement Law, nor may it compromise the integrity of the minutes and their annexes>;
 - c) pursuant to Article 18 of the GDPR, the right to request that the controller restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR
<Explanation: the right to restriction of processing does not apply in relation to storage, for the purpose of ensuring the exercise of legal remedies or for the purpose of protecting the rights of another natural or legal person, or on grounds of important public interest of the European Union or a Member State>;
 - d) the right to lodge a complaint with the President of the Office for Personal Data Protection if you consider that the processing of your personal data infringes the provisions of the GDPR;
- 9) you do not have the right:

- a) in accordance with Article 17(3)(b), (d) or (e) of the GDPR, the right to erasure of personal data;
- b) the right to data portability referred to in Article 20 of the GDPR;
- c) pursuant to Article 21 of the GDPR, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR.

Article 2(5) – Information on the Whistleblower Protection Act

On 25 September 2024, the Whistleblower Protection Act of 14 June 2024 came into force. It serves to transpose into Polish law Directive (EU) 2019/1937 of the European Parliament and of the Council (EU) 2019/1937 of 23 October 2019 on the protection of persons reporting breaches of Union law. On this basis, the University of Warsaw has implemented a procedure for whistleblowers to report breaches of the law and for follow-up action to be taken. Further information is available at: <http://bp.uw.edu.pl/procedura-zglaszania-przez-sygnalistow-naruszen-prawa-i-podejmowania-dzialan-nastepczych-na-uniwersytecie-warszawskim-2/>

Article 2 § 6 – publication of information on the conclusion of a contract in the Central Register of Contracts

On 1 July 2026, the amendment to the Public Finance Act came into force. Pursuant to Article 34a et seq. of the Public Finance Act, the Contracting Authority, as a public finance sector entity within the meaning of Article 9 of the Public Finance Act, is obliged to make available and update, in the Central Register of Contracts of Public Finance Sector Entities, information regarding the contract concluded under this procurement procedure.

Article 3 – DESCRIPTION OF THE SUBJECT OF THE PROCUREMENT

Article 3(1) – General Information

1. The subject matter of the contract is the supply of research equipment – a near-infrared functional spectroscopy system intended for neuroimaging of localised brain tissue oxygenation – enabling simultaneous testing of two individuals.

2. A detailed description of the subject matter of the contract is set out in the documentation constituting Annex 2 to the Terms of Reference (ToR) and in the model agreement – the draft contractual provisions constituting Annex 5 to the ToR.
3. Classification of the subject matter of the contract according to the Common Procurement Vocabulary (CPV) code:
33114000-2 (Spectroscopy equipment).
4. The Contracting Authority does not permit the submission of partial offers.
5. Pursuant to Article 91(2) of the Public Procurement Law, the Contracting Authority states that the decision not to divide the contract into lots is justified on organisational and economic grounds. The scope of the contract allows for fair competition and equal treatment of Contractors, as well as the efficient use of public funds, taking into account the Contracting Authority's organisational circumstances.
6. The Contracting Authority does not permit the submission of variant offers or offers containing alternatives; the Contracting Authority does not envisage the conclusion of a framework agreement, the use of an electronic auction or the exercise of an option.
7. The Contractor's offer must be unambiguous and comprehensive, i.e. it must cover the entire scope of the contract. The subject matter of the contract must be complete and must correspond to the content of the Terms of Reference. The subject matter of the contract offered must meet the Contracting Authority's requirements. The content of the offer must comply with the Contracting Authority's requirements as set out in the offer documents.
8. The Contracting Authority does not intend to grant any advance payments towards the performance of the contract.
9. The Contracting Authority does not intend to award contracts as referred to in Article 214(1)(7) and (8) of the Public Procurement Law.
10. Given the nature and specific characteristics of the contract in question, which involves the supply of goods, pursuant to Article 95(1) of the Public Procurement Law, the Contracting Authority does not intend to impose requirements regarding employment under an employment contract, in the circumstances referred to in Article 95 of the Public Procurement Law, nor does it impose any additional requirements regarding the employment of persons referred to in Article 96(2)(2) of the Public Procurement Law.

11. The Contracting Authority's indication of a trade name in the Terms of Reference and annexes defines the class of the product that is the subject of the contract and serves to establish a standard; it does not refer to a specific product or a specific manufacturer. The original nomenclature or symbols have been provided for the purpose of correctly defining the subject matter of the contract. The parameters of the subject matter of the contract set out herein constitute the minimum technical and quality s expected by the Contracting Authority and shall form the basis for the evaluation of equivalent offers.
12. The precise terms used in the Terms of Reference (ToR) to describe the subject matter of the contract – e.g. names of suppliers, product names, manufacturers, equipment, references to standards, technical assessments, technical Terms and technical reference systems, certificates or other elements of the contract – are provided for illustrative purposes only and do not imply that they must be included in the offer. The Contracting Authority permits solutions equivalent to those described, i.e. those which meet all the technical and functional requirements listed in the Terms of Reference and the Subject of the Contract. A Contractor who invokes solutions equivalent to those described by the Contracting Authority is obliged to demonstrate/document that the subject matter of the contract offered by them meets the requirements specified by the Contracting Authority.
13. The Contracting Authority hereby states that by the term 'equivalent product' it means that the subject of the contract offered meets quality, physico-chemical, operational and technical requirements equivalent to those of the materials specified by the Contracting Authority. This means that an equivalent product must meet minimum parameters in relation to those required by the Contracting Authority. All costs and activities associated with confirming that an equivalent offer meets the quality parameters shall be borne by the Contractor.

Article 3(2) – Other provisions

1. The contract is to be performed with due care and in accordance with all the requirements set out in the Terms of Reference (ToR), including its annexes and any information provided to Contractors. The subject matter of the contract must be delivered in full and, once commissioned, be ready for use in accordance with its

intended purpose, without the need for any additional capital expenditure on the part of the Contracting Authority.

2. The Contractor is obliged to clearly specify the equipment offered and its components, characterising it by indicating, in accordance with the Contracting Authority's requirements: the specific product, type, model and manufacturer's name, as well as specifying and confirming all parameters in accordance with Annexes 3 and 4 to the Terms of Reference.
3. The Contracting Authority does not envisage the Contractor carrying out a site visit or verifying the documents necessary for the performance of the contract, as referred to in Article 131(2) of the Public Procurement Law. Consequently, the Contracting Authority does not require the offer to be submitted following a site visit or verification of these documents.
4. The Contracting Authority does not provide for the reimbursement of costs incurred in participating in the procedure, except in the situation referred to in Article 261 of the Public Procurement Law.
5. The Contracting Authority does not stipulate an obligation for the contractor to personally carry out the key tasks referred to in Article 60 and Article 121 of the Public Procurement Law.
6. The Contracting Authority neither requires nor provides for the submission of a offer in the form of electronic catalogues or the attachment of electronic catalogues to the Offer, in the situation specified in Article 93 of the Public Procurement Law.
7. In accordance with Article 310(1) of the Public Procurement Law, the Contracting Authority provides for the possibility of cancelling the present procurement procedure if the funds which the Contracting Authority intended to allocate to finance all or part of the contract have not been granted to it.

Article 3 § 3 – Contract performance deadline

1. The Contractor is obliged to deliver the subject matter of this contract within 5 weeks of the date of conclusion of the contract in accordance with the model contract set out in Annex 5 to the Terms of Reference.
2. Details regarding the deadline and conditions for the performance of the contract are set out in the model agreement constituting Annex 5 to the ToR.

Article 3 § 4 – Warranty and guarantee period

1. The Contractor shall provide the Contracting Authority with a minimum guarantee for the subject of the delivery for the period specified in the offer submitted, which shall not be less than 12 months. The guarantee period shall commence on the day following acceptance of the subject of the contract. Details of the guarantee are set out in § 9 of the agreement – Annex 5 to the Terms of Reference.
2. In matters not covered by the provisions referred to above, the provisions of the Act of 23 April 1964 – the Civil Code (Journal of Laws of 2026, item 795, as amended) shall apply *mutatis mutandis*.

Article 3 § 5 – Cybersecurity requirements

1. The Contractor declares that the Equipment, software and ICT components offered:
 - 1) comply with the security requirements specified by the manufacturer,
 - 2) are covered by current manufacturer support,
 - 3) allow for the installation of security updates,
 - 4) do not contain any known critical security vulnerabilities according to publicly available vulnerability databases as at the date of submission of the tender.
2. In the event of the disclosure of security vulnerabilities relating to the supplied Hardware or Software, the Contractor is obliged to:
 - 1) inform the Contracting Authority immediately, no later than within 7 days of receiving the information,
 - 2) present the recommended method of mitigating the risk,
 - 3) provide a security update or other remedial measures, if available.
3. The Contractor undertakes that the delivered System Components will not transmit data to external systems without the Contracting Authority's knowledge and consent.
4. The Equipment offered, its individual Components and the Software must ensure the security of information systems and comply with the requirements arising from generally applicable law, in particular the Act of 5 July 2018 on the national cybersecurity system (consolidated text: Journal of Laws of 2026, item 20, as amended).
5. The Contracting Authority reserves the right to reject an offer or to request clarification if the System offered, its individual Components or Software, or their manufacturer, poses a risk to the security of the Contracting Authority's information systems, in particular with regard to cybersecurity, data integrity or the security of

the ICT supply chain, provided that such an obligation arises from generally applicable law or binding guidelines on ICT security for public sector bodies.

6. The Contracting Authority shall have the right to refuse acceptance of the Equipment or any of its Components if, during acceptance, the following is found:
 - 1) the presence of known critical security vulnerabilities,
 - 2) the inability to apply security updates,
 - 3) active, undocumented remote access services.

Article 4 – GROUNDS FOR EXCLUSION FROM THE PROCEDURE

1. Contractors in respect of whom any of the circumstances specified in these Terms of Reference apply shall be excluded from the procurement procedure.
2. In accordance with Article 108(1) of the Public Procurement Law, a Contractor shall be excluded from the procurement procedure if:
 - 1) a natural person who has been finally convicted of an offence:
 - a) participation in an organised criminal group or an association aimed at committing a criminal offence or a fiscal offence as referred to in Article 258 of the Act of 6 June 1997 – the Criminal Code (consolidated text: Journal of Laws of 2025, item 383, as amended, hereinafter: the ‘Criminal Code’),
 - b) trafficking in human beings, as referred to in Article 189a of the Criminal Code,
 - c) referred to in Articles 228–230a and Article 250a of the Criminal Code or in Articles 46–48 of the Act of 25 June 2010 on Sport (consolidated text: Journal of Laws of 2026, item 95, as amended), or in Article 54(1)–(4) of the Act of 12 May 2011 on the reimbursement of medicines, foodstuffs for special nutritional purposes and medical devices (Journal of Laws of 2026, item 253, as amended),
 - d) the financing of a terrorist offence as referred to in Article 165a of the Criminal Code, or the offence of preventing or hindering the determination of the criminal origin of money or concealing its origin, as referred to in Article 299 of the Criminal Code,
 - e) of a terrorist nature, as referred to in Article 115 § 20 of the Criminal Code, or intended to commit such an offence,
 - f) the employment of a foreign minor as referred to in Article 9(2) of the Act of 15 June 2012 on the consequences of employing foreign nationals residing

unlawfully in the territory of the Republic of Poland (Journal of Laws of 2025, item 1567),

g) offences against economic activity as referred to in Articles 296–307 of the Criminal Code, the offence of fraud as referred to in Article 286 of the Criminal Code, offences against the authenticity of documents as referred to in Articles 270–277d of the Criminal Code, or a fiscal offence,

h) referred to in Article 9(1) and (3) or Article 10 of the Act of 15 June 2012 on the consequences of entrusting work to foreign nationals staying in the territory of the Republic of Poland in breach of the regulations (consolidated text: Journal of Laws of 2021, item 1745, as amended)

– or for a relevant prohibited act specified in the provisions of foreign law;

- 2) if a sitting member of its management or supervisory body, a partner in a general partnership or professional partnership, or a general partner in a limited partnership or a limited joint-stock partnership, or a proxy, has been finally convicted of an offence referred to in point 1;
- 3) against whom a final court judgement or a final administrative decision has been issued concerning arrears in the payment of taxes, fees or social security or health insurance contributions, unless the Contractor, in due course, before the deadline for submitting applications for admission to participate in the procedure or before the deadline for submitting offers, has paid the taxes due, fees or social security or health insurance contributions, together with interest or fines, or has entered into a binding agreement regarding the repayment of these amounts;
- 4) against whom a final ruling has been issued prohibiting them from offering for public contracts;
- 5) if the Contracting Authority can establish, on the basis of credible evidence, that the Contractor has entered into an agreement with other Contractors aimed at distorting competition, in particular if, as members of the same capital group within the meaning of the Act of 16 February 2007 on the Protection of Competition and Consumers (consolidated text: Journal of Laws of 2025, item 1714, as amended), they have submitted separate offers, partial offers or applications for admission to the procedure, unless they can demonstrate that they prepared those offers or applications independently of one another;

- 6) if, in the cases referred to in Article 85(1) of the Public Procurement Law, there has been a distortion of competition resulting from the prior involvement of that Contractor or an entity belonging to the same capital group as the Contractor within the meaning of the Act of 16 February 2007 on the Protection of Competition and Consumers (consolidated text: Journal of Laws of 2025, item 1714, as subsequently amended), unless the resulting distortion of competition can be remedied by means other than excluding the Contractor from participation in the procurement procedure.
4. In accordance with Article 109(1)(4) of the Public Procurement Law, the Contracting Authority shall exclude from the procurement procedure any Contractor in respect of whom liquidation proceedings have been opened, whose bankruptcy has been declared, whose assets are managed by a liquidator or a court, who has entered into an arrangement with creditors, whose business activities are suspended, or who is in any other such situation arising from a similar procedure provided for by the laws of the place where that procedure was initiated.
5. A Contractor shall also be excluded from the procurement procedure if any of the circumstances specified in Article 7(1) of the Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to safeguard national security (Journal of Laws of 2025, item 514), hereinafter referred to as: ‘the Act on special measures to counteract support for aggression against Ukraine and to safeguard national security’, namely:
- 1) A contractor listed in the lists set out in Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and Belarus’s involvement in Russia’s aggression against Ukraine (OJ EU L 134, 20 May 2006, p. 1, as amended, hereinafter referred to as “Regulation 765/2006”) and Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ EU L 78, 17 March 2014, p. 6, as amended, hereinafter referred to as “Regulation 269/2014”) or included on the list pursuant to a decision on inclusion on the list determining the application of the measure referred to in Article 1(3) of the aforementioned Act;
 - 2) A contractor whose beneficial owner, within the meaning of the Act of 1 March 2018 on the prevention of money laundering and terrorist financing (consolidated

text: Journal of Laws of 2025, item 644, as amended) is a person listed in the lists specified in Regulation 765/2006 and Regulation 269/2014, or who has been included on the list or has been such a beneficial owner since 24 February 2022, provided that they have been included on the list determining the application of the measure referred to in Article 1(3) of the aforementioned Act;

- 3) A contractor whose parent company, within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994 (consolidated text: Journal of Laws of 2026, item 522, as subsequently amended), is an entity listed in the registers specified in Regulation 765/2006 and Regulation 269/2014, or is entered on the list, or has been such a parent company since 24 February 2022, provided that it has been included on the list pursuant to a decision on inclusion on the list determining the application of the measure referred to in Article 1(3) of the aforementioned Act.
6. The Contractor may be excluded by the Contracting Authority at any stage of the procurement procedure.
7. The exclusion of a Contractor shall take place in accordance with Article 111 of the Public Procurement Law.

Article 5 – CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

Article 5 § 1 – Contractors who meet the conditions specified by the Contracting Authority regarding the following may apply for the contract:

- 1) Capacity to engage in commercial activities:

In this procedure, the Contracting Authority does not specify any conditions in this regard.

- 2) Authorisation to carry out specific economic or professional activities, where required by separate regulations:

In this procedure, the Contracting Authority does not specify any conditions in this regard.

- 3) Economic or financial standing:

In this procedure, the Contracting Authority does not specify any conditions in this regard.

- 4) Technical or professional capacity:

In this procedure, the Contracting Authority does not specify any conditions in this regard.

Article 5 § 2 – Use of subcontractors by the Contractor

1. The Contractor may entrust the performance of part of the contract to subcontractors. The Contracting Authority does not require the Contractor to perform key parts of the contract personally.
2. The Contracting Authority requires that, where part of the contract is entrusted to subcontractors, the Contractor must specify in the offer the parts of the contract which it intends to entrust to subcontractors and provide the names of any subcontractors, if already known.
3. If a change or withdrawal of a subcontractor concerns an entity whose resources the Contractor has relied upon, in accordance with the rules set out in Article 118(1) of the Public Procurement Law, for the purpose of demonstrating compliance with the conditions for participation in the procedure, the Contractor is obliged to demonstrate to the Contracting Authority that the proposed alternative subcontractor, or the Contractor itself, meets those conditions to a degree no less than that of the subcontractor, on whose resources the Contractor relied upon during the procurement procedure.
4. Entrusting the performance of part of the contract to subcontractors does not relieve the Contractor of its responsibility for the proper performance of that contract.

Article 5 § 3 – Use by the Contractor of the resources of other entities

1. A Contractor who relies on the capabilities or financial or economic standing of entities providing resources shall, together with its offer, submit a commitment from the entity providing the resources to make the necessary resources available to the Contractor for the purposes of performing the contract in question, or other documentary evidence confirming that the Contractor will have the necessary resources of those entities at its disposal whilst performing the contract.
2. The Contracting Authority shall assess whether the technical or professional capacity, or the financial or economic standing, of the entities making resources available to the Contractor, enables the Contractor to demonstrate that it meets the conditions for participation in the procedure; it shall also examine whether there are grounds for exclusion in respect of that entity which are provided for in relation to the Contractor.

3. The Contractor may not, after the deadline for the submission of offers, rely on the capacities or situation of the entities making resources available if, at the offer submission stage, it did not rely on the capacities or situation of those entities in the relevant respect.

Article 5 § 4 – Contractors from outside the EU

1. Contractors may also apply for the contract, who carry on business and have their registered office or place of residence in countries other than Member States of the European Union and other than countries which are parties to the World Trade Organisation Agreement on Government Procurement or parties to other international agreements guaranteeing, on the basis of reciprocity and equality, access to the public procurement market to which the European Union is a party, hereinafter referred to as “third countries not party to international agreements”.
2. The contracting authority shall ensure that contractors from third countries not party to international agreements are treated in the same way as contractors from Member States of the European Union.
3. Contractors may offer for a contract jointly with contractors from third countries not party to international agreements. Contractors may rely on the capacities or situation of entities making resources available, as referred to in Article 118(1) of the Public Procurement Law, originating from third countries not party to international agreements. Contractors may entrust the performance of part of the contract to subcontractors from third countries that are not parties to international agreements.

Article 5 § 5 – Determination that a Contractor lacks the required capacity

The Contracting Authority may, at any stage of the procedure, determine that the Contractor does not possess the required capacity if the Contractor has a conflict of interest, in particular where the Contractor’s technical or professional resources are engaged in other business ventures of the Contractor, which may have a negative impact on the performance of the contract.

Article 6 – REQUIRED EVIDENCE

Article 6 § 1 Evidence relating to the Contractor’s status to be submitted by the Contractor together with the offer

1. The offerer is required to attach to the offer a current declaration as referred to in Article 125(1) of the Public Procurement Law, within the scope specified by the Contracting Authority in these Special Terms and Conditions, drawn up in accordance with Annex 6 to the Special Terms and Conditions, and also including a declaration concerning the grounds for exclusion set out in Article 7(1) of the Act on Special Measures to Counteract Support for Aggression against Ukraine and to Safeguard National Security.
2. In the case of a joint bid for the contract, the declaration referred to in paragraph 1 shall be submitted by each of the Contractors.
3. Where a Contractor relies on the capacities or situation of entities making resources available, it shall submit, together with the declaration referred to in paragraph 1, a declaration from the entity making the resources available, confirming that there are no grounds for the exclusion of that entity and that it meets the conditions for participation in the procedure to the extent that the Contractor relies on its resources.
4. Non-exclusion in respect of the following grounds for exclusion: Article 108(1)(1)–(5) of the Public Procurement Law may be confirmed by the evidence indicated above and/or a valid certificate of the Contractor (within the meaning of the Act of 5 August 2025 on the certification of public procurement contractors, Journal of Laws, item 1235, as amended), provided that the content of the certificate confirms that the Contractor is not subject to exclusion on the basis of the relevant ground for exclusion, and the information contained in the offer enables the Contracting Authority to identify the certificate and obtain it independently.
5. The certificate does not replace evidence provided by the contractor concerning grounds for exclusion not covered by the certification, in particular Article 7(1) of the Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to safeguard national security, as well as circumstances arising in the course of these proceedings. The certificate replaces specific evidence only to the extent covered by a valid certification and as indicated by the Contractor in the offer. If the certificate covers only part of the grounds for exclusion, the Contractor shall submit specific evidence in respect of the remaining scope.
6. If the certificate does not cover all the circumstances required by the Contracting Authority, the Contracting Authority shall request the Contractor to submit specific evidence solely in respect of the scope not covered by the certificate.

Article 6 § 2 – Evidence submitted by the Contractor at the Contracting Authority's request

1. In accordance with Article 274(1) of the Public Procurement Law, the Contracting Authority shall request the Contractor whose offer has been awarded the highest score to submit specific evidence, within a specified time limit, not less than 5 days from the date of the request, and current as at the date of their submission.
2. In accordance with Article 274(2) of the Public Procurement Law, where necessary to ensure the proper conduct of the procurement procedure, the Contracting Authority may, at any stage of the procedure, request Contractors to submit all or some of the relevant evidence, which must be current as at the date of submission.
3. In order to confirm that there are no grounds for excluding the Contractor from participation in the procedure, the Contracting Authority shall require:
 - a. a statement from the Contractor confirming that the information contained in the statement set out in Annex 6 to the Special Terms of Reference is up to date; this statement will be provided to the Contractor together with the request;
 - b. a copy or information from the National Court Register or the Central Register and Information on Economic Activity, within the scope of Article 109(1)(4) of the Public Procurement Law, drawn up no earlier than 3 months prior to its submission, if separate provisions require entry in the register or record.
4. If the Contractor has its registered office or place of residence outside the territory of the Republic of Poland, instead of the document referred to in paragraph 3(2), it shall submit a document or documents issued in the country where the Contractor has its registered office or place of residence, confirming, as appropriate, that no winding-up proceedings have been commenced against it and no bankruptcy has been declared, that its assets are not being managed by a liquidator or a court, that it has not entered into an arrangement with creditors, that its business activities are not suspended, and that it is not in any other such situation arising from a similar procedure provided for in the legislation of the place where that procedure was initiated. The document referred to above must have been issued no earlier than 3 months prior to its submission;

5. If, in the country where the Contractor has its registered office or place of residence, the documents referred to above are not issued, they shall be replaced in whole or in part by a document containing, as appropriate, a declaration by the Contractor, specifying the person or persons authorised to represent it, or a declaration by the person to whom the document would have related, made under oath, or, if the country in which the Contractor has its registered office or place of residence has no provisions regarding statements made under oath, by a statement made before a judicial or administrative authority, a notary, or a professional or trade body competent in respect of the Contractor's registered office or place of residence, or the place of residence of the person concerned.
6. The Contracting Authority shall not request the submission of such evidence if it can obtain it through free and publicly accessible databases, in particular public registers within the meaning of the Act of 17 February 2005 on the computerisation of the activities of entities performing public tasks (consolidated text: Journal of Laws of 2025, item 1703, as amended), provided that the Contractor has indicated, in the declaration referred to in Article 125(1) of the Act, the details enabling access to such evidence.
7. The Contractor is not obliged to submit specific evidence which is already in the possession of the Contracting Authority, provided that the Contractor identifies such evidence and confirms its accuracy and validity.

Article 6 § 3 – Evidence to be submitted with the offer

1. Pursuant to Article 106 of the Public Procurement Law, the Contracting Authority requires that, together with the offer, the relevant evidence necessary for the conduct of the proceedings be submitted to confirm that the equipment offered and its individual components meet the requirements, characteristics or criteria specified by the Contracting Authority.
2. The Contracting Authority requires:
 - a. submission of a form in accordance with Annex 4 to these Terms of Reference – criteria for the evaluation of offers;
 - b. a document confirming the declared weight of the fNIRS system worn by a single test subject during the measurement, in particular a product data sheet,

the manufacturer's instructions, the manufacturer's technical Terms or a statement from the manufacturer;

c. a list of publications or research papers containing at least:

- i. a full bibliographic description of the publication or research paper,
- ii. DOI, PMID, repository number, permanent link or other identifier enabling verification,
- iii. an indication of the specific fNIRS device model or the same manufacturer's hardware platform used in the study,
- iv. an indication that the study involved hyperscanning, i.e. the simultaneous recording of brain activity in at least two individuals.

- in order to enable the evaluation of the offer based on criterion No. 8 of the offer evaluation, referred to in Article 11(2)(8) of these Terms of Reference; should the relevant list not be provided, the Contracting Authority will award the offer 0 points under criterion No. 8 of the offer evaluation.

3. In accordance with Article 107(1) of the Public Procurement Law, the Contracting Authority requires the submission of the relevant evidence together with the offer. If the Contractor fails to submit the evidence in question, or if the evidence submitted proves to be incomplete, the Contracting Authority shall request the Contractor to submit or supplement it within a specified time limit of not less than 3 working days.
4. The evidence in question and other documents or declarations referred to above, as well as the evidence in question, shall be submitted in electronic form (with a qualified electronic signature, a trusted signature or a personal signature). Where documents or statements are submitted by authorised entities in paper form, a digital copy of that document bearing an electronic signature shall be provided, certifying that the digital copy conforms to the paper document.

Article 7 – COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND CONTRACTORS

Article 7 § 1 Clarification of the content of the Terms of Reference

1. The content of the Terms of Reference must be read in conjunction with all clarifications, additions and amendments introduced by the Contracting Authority.

2. Should any errors or uncertainties regarding the content of the Terms of Reference be identified, the Contractor should immediately contact the Contracting Authority to request clarification.
3. The Contracting Authority hereby informs that, in accordance with Article 284(6) of the Public Procurement Law, the content of enquiries together with clarifications (without disclosing the source of the enquiry) will be made available on the website of the relevant procurement procedure. Consequently, all information provided to Contractors forms an integral part of the Terms of Reference and applies to all Contractors participating in the aforementioned procedure. The Contractor is obliged to submit a offer taking into account all amendments and clarifications contained in the Information for Contractors.

Article 7 § 2 – Form of communication

1. Communication between the Contracting Authority and Contractors, including all statements, requests, notifications and information, shall take place via the e-Procurement Platform, which is available at: <https://ezamowienia.gov.pl>.
2. Use of the e-Procurement Platform is free of charge.
3. A Contractor intending to take part in a public procurement procedure must hold a 'Contractor' account on the e-Procurement Platform. Detailed information on setting up accounts and the terms and conditions of use of the e-Procurement Platform are set out in the 'Terms and Conditions of the e-Procurement Platform', available on the website <https://ezamowienia.gov.pl>, and in the information provided in the 'Help Centre' tab.
4. Viewing and downloading the publicly available content of the offer documentation does not require an account on the e-Procurement Platform or logging in.
5. Communication during the procedure, with the exception of the submission of offers, takes place electronically via the communication forms available in the 'Forms' tab ('Communication Forms'). In particular, the 'Communication Forms' are used to send requests and notifications, ask questions and provide answers. The communication forms also allow you to attach a file to the message you are sending (the 'add attachment' button).
6. To make full use of the 'Communication Forms' in the procedure, you must have a 'Contractor' account on the e-Procurement Platform and be logged in to the e-

Procurement Platform. To use the 'Communication Forms' for asking questions regarding the content of procurement documents, it is sufficient to have a so-called 'simplified account' on the e-Procurement Platform.

7. All messages sent and received by the Contractor during the procedure are visible after logging in, in the procedure overview under the 'Communication' tab.
8. The maximum file size for files sent via the 'Communication Forms' is 150 MB (this limit applies to files sent as attachments to a single form).
9. The minimum technical requirements for the equipment used to access the e-Procurement Platform's services, as well as information on connection Terms, are set out in the 'Terms and Conditions of the e-Procurement Platform'.
10. In the event of technical problems or faults relating to the operation of the e-Procurement Platform, users may contact technical support by telephone on (32) 77 88 999 or via the online form available on the website <https://ezamowienia.gov.pl> under the 'Report a problem' tab.
11. In particularly justified cases where communication between the Contractor and the Contracting Authority via the e-Procurement Platform () is impossible, the Contracting Authority permits communication by email to the address: zamowienia@psych.uw.edu.pl, provided that this does not under any circumstances apply to the submission of offers.
12. In all communications with the Contracting Authority, Contractors should refer to the procedure number given on the cover page of these Special Terms and Conditions.
13. The Contracting Authority operates from Monday to Friday, 8.00 am to 4.00 pm except on public holidays and on the days specified in Order No. 167 of the Rector of the University of Warsaw dated 27 October 2025 on days off for staff who are not academic teachers in 2026, published at: <https://monitor.uw.edu.pl/Lists/Uchway/Attachments/7594/M.2025.384.Zarz.167.pdf>

Article 7(3) – Person authorised to communicate with Contractors

1. Person authorised to communicate with Contractors: Jakub Chowaniec, email: jakub.chowaniec@psych.uw.edu.pl
2. The above-mentioned person may be contacted solely on organisational matters on working days between 9.00 and 15.00.

Article 8 – OFFER DEPOSIT

The Contracting Authority does not require Contractors to submit a offer bond

Article 9 – OFFER VALIDITY PERIOD

1. The Contractor shall be bound by the offer for 30 days from the expiry of the deadline for the submission of offers, i.e. until **25th September 2026**, with the first day of the offer validity period being the day on which the deadline for the submission of offers expires.
2. Should the most advantageous offer not be selected before the expiry of the offer validity period specified in the Terms of Reference, the Contracting Authority shall, before the expiry of the offer validity period, request the Contractors on a single occasion to consent to an extension of that period by a duration specified by the Contracting Authority, not exceeding 30 days.
3. The extension of the bid validity period referred to above requires the Contractor to submit a written statement consenting to the extension of the bid validity period.

Article 10 – OFFER PRICE

Article 10 § 1 – Description of the method for calculating the offer price

1. The offer must specify the price for the entire contract, including the applicable value added tax. The offer price is the total gross price set out in the Offer Form.
2. The basis for determining the scope of the contract and the offer price is the ‘Description of the Subject Matter of the Contract’, constituting Annex 2 to these Terms of Reference, and the model contract constituting Annex 5 to these Terms of Reference.
3. The offer price must include all anticipated costs for the complete performance of the subject of the contract. It must take into account all the requirements of these Terms of Reference and cover all costs to be incurred by the Contractor in connection with the proper performance of the subject of the contract in accordance with the applicable regulations.
4. The Contractor is solely responsible for the calculation of the offer price. The financial consequences of any errors shall be borne by the Contractor.
5. The offer price submitted by the Contractor must be complete, unambiguous and final. It is not permissible to determine the offer price by applying discounts, rebates, etc.,

in relation to the price specified in the Offer Form. The price stated on the Offer Form is the final price, non-negotiable and covering all amounts due to the Contractor from the Contracting Authority in connection with the performance of the contract.

6. The Contractor may quote only one price for the performance of the contract. Offers containing alternative prices will be rejected.
7. The offer price must be calculated accurately, taking into account any changes in costs that may affect the amount of remuneration due to the Contractor during the contract period.
8. It is not permissible to submit a offer that constitutes an act of unfair competition within the meaning of the Act of 16 April 1993 on Combating Unfair Competition (consolidated text: Journal of Laws of 2026, item 85, as amended); should such a offer be submitted, it will be rejected.
9. The price specified in the offer must be rounded to two decimal places (from 0.005 upwards).
10. If a offer is submitted which, for any reason, would result in the Contracting Authority incurring a tax liability under the provisions on value added tax, the Contracting Authority, for the purposes of evaluating such a offer, shall add to the price stated therein the value added tax which it would be obliged to account for in accordance with those provisions. When submitting a offer, the Contractor shall inform the Contracting Authority (in point 12 of the Offer Form) whether the selection of the offer will give rise to a tax liability for the Contracting Authority, specifying the names (or types) of the goods or services whose supply will give rise to such a tax liability, and the value of the goods or services subject to the Contracting Authority's tax liability, excluding the amount of tax and the rate of value added tax which, to the best of the Contractor's knowledge, will apply. Should the Contractor fail to complete point 12 of the Offer Form, the Contracting Authority shall assume that the selection of the offer will not give rise to a tax liability on the part of the Contracting Authority.
11. Foreign entities participating in the offer procedure should enter the net value expressed in PLN on the Offer Form. Should a offer be submitted whose selection would result in the Contracting Authority incurring a VAT liability, the Contracting Authority shall add the amount of VAT due solely for the purposes of evaluating and comparing offers. The amount calculated in this way shall constitute the gross price of the foreign entity's offer for the purposes of evaluating and comparing offers. The

contract shall be signed for the net amount. Any VAT due shall be settled by the Contracting Authority.

Article 10 § 2 – Information regarding the currencies in which settlements may be made

1. All prices stated in the offer and other documents drawn up by the Contractor should be expressed in Polish zlotys (PLN).
2. All settlements between the Contracting Authority and the Contractor shall be made in Polish zlotys or in another convertible currency.
3. Should an offer be submitted in a convertible currency other than PLN, for the purposes of offer evaluation, the amount expressed in that currency shall be converted into PLN at the average exchange rate published by the National Bank of Poland on the day preceding the date of offer opening. The submission of an offer in a convertible currency other than PLN shall not result in a change to the settlement currency for the contract.

Article 11 – CRITERIA AND METHOD OF EVALUATING OFFERS

1. Criteria for the evaluation of offers:

No.	Name of criterion	Weighting of criterion (%)
1	Gross price of the offer /C/	50%
2	Number of sources/emitters per fNIRS measurement unit /E/	5%
3	Number of detectors per fNIRS measurement unit /D/	5%
4	Sampling frequency for single-channel configuration /P/	5%
5	Number of measuring caps /L/	5%
6	Mass of the fNIRS system worn by a single subject during measurement /W/	20%
7	Warranty period for the System and its Components /G/	5%

8	Documented use of the offered fNIRS system in hyperscan studies /H/	5%
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2. Points will be awarded in accordance with the following rules:

1) Criterion No. 1: Gross price of the offer/C/

- a) A total of 50 points are allocated to this criterion.
- b) Points for individual offers under this criterion will be awarded in accordance with the following rule:
 - i. The non-rejected offer with the lowest price offered will receive 50 points.
 - ii. For the remaining bids, the number of points will be calculated using the following formula:

$$C_i = \frac{\text{the lowest price amongst the offers under consideration}}{\text{price of the offer under assessment}} \times 50 \text{ points}$$

- i - number of the offer being assessed
 - C_i - number of points under the 'PRICE' criterion (for the offer being assessed)
- c) The term 'price' refers to the gross price indicated by the Contractor in the Offer Form

2) Criterion No. 2: Number of sources/emitters per fNIRS measurement unit /E/

- a) This criterion is awarded 5 points.
- b) Points will be awarded to individual offers under this criterion in accordance with the following rule:
 - i. The non-rejected offer with the highest number of sources/emitters per fNIRS measurement unit will receive 5 points.

- ii. For the remaining offers, the number of points will be calculated using the formula:

$$E_i = \frac{\text{number of sources/emitters per fNIRS measurement unit in the offer under assessment}}{\text{the highest number of sources/emitters per fNIRS measurement unit amongst the bids not rejected}} \times 5 \text{ points}$$

- i - the number of the offer being assessed
- E_i - the number of points in the criterion 'Number of sources/emitters per fNIRS measurement unit' (of the bid under assessment)
- c) The number of sources/emitters per fNIRS measurement unit in the offer under evaluation is understood to mean the number of sources/emitters per fNIRS measurement unit declared by the Contractor on the offer evaluation criteria form constituting Annex 4 to these Terms.
- d) The minimum number of sources/emitters per fNIRS measurement unit must not be less than 16. Should the Contractor specify fewer than 16 sources/emitters per fNIRS measurement unit, the Contractor's offer shall be rejected as non-compliant with the terms of the contract.

3) Criterion No. 3: Number of detectors per fNIRS measurement unit /D/

- a) This criterion is awarded 5 points.
- b) Points will be awarded to individual offers under this criterion in accordance with the following rule:
 - i. The non-rejected offer with the highest number of detectors per fNIRS measurement unit will receive 5 points.
 - ii. For the remaining offers, the number of points will be calculated using the formula:

$$D_i = \frac{\text{number of detectors per fNIRS measurement unit in the offer under assessment}}{\text{the highest number of detectors per fNIRS measurement unit amongst the bids not rejected}} \times 5 \text{ marks}$$

the highest number of detectors per
fNIRS measurement unit from among the offers not rejected

- i - the number of the offer being assessed
- D_i - the number of points under the criterion 'Number of detectors per fNIRS measurement unit' (for the offer under assessment).
- c) The number of detectors per fNIRS measurement unit in the offer under evaluation is understood to mean the number of detectors per fNIRS measurement unit declared by the Contractor on the offer evaluation criteria form constituting Annex 4 to these Terms.
- d) The minimum number of detectors per fNIRS measurement unit must not be less than 16. Should the Contractor specify fewer than 16 detectors per fNIRS measurement unit, the Contractor's offer shall be rejected as non-compliant with the terms of the contract.

4) Criterion No. 4: Sampling frequency for the single-channel configuration /P/

- a) This criterion is awarded 5 points.
- b) Points will be awarded to individual offers under this criterion in accordance with the following rule:
 - i. The non-rejected offer with the highest sampling rate for the single-channel configuration will receive 5 points.
 - ii. For the remaining bids, the number of points will be calculated using the formula:

$$P_i = \frac{\text{sampling frequency for the single-channel configuration in the bid under assessment}}{\text{the highest sampling rate for the single-channel configuration amongst the bids not rejected}} \times 5 \text{ points}$$

- i - the number of the offer being assessed
- P_i - the number of points in the 'Sampling rate for a single-channel configuration' criterion (of the bid under evaluation)

- c) The sampling frequency for the single-channel configuration in the offer under evaluation is assumed to mean the sampling frequency for the single-channel configuration in the offer under evaluation as declared by the Contractor on the offer evaluation criteria form constituting Annex 4 to these Terms of Reference.

5) Criterion No. 5: Number of measuring caps /L/

- a) This criterion is awarded 5 points.
- b) Points will be awarded to individual offers under this criterion in accordance with the following rule:
 - i. The non-rejected offer with the highest number of measuring caps will receive 5 points.
 - ii. For the remaining offers, the number of points will be calculated using the following formula:

$$L_i = \frac{\text{the number of measuring caps in the offer under consideration}}{\text{the highest number of measuring caps amongst the bids that have not been rejected}} \times 5 \text{ points}$$

- i - the number of the offer being assessed
 - L_i - the number of points under the 'Number of measuring caps' criterion (for the offer being assessed).
- c) The number of measuring caps in the offer under evaluation is understood to mean the number of measuring caps declared by the Contractor on the offer evaluation criteria form constituting Annex 4 to these Terms of Reference.
- d) The minimum number of measurement caps must not be less than 3. Should the Contractor specify fewer than 3 measurement caps, the Contractor's offer shall be rejected as non-compliant with the terms of the contract.

6) Criterion No. 6: Weight of the fNIRS system worn by a single test subject during measurement /W/

- a) A total of 20 points are allocated to this criterion.

b) Points will be awarded to individual offers under this criterion in accordance with the following rule:

- i. The non-rejected offer with the lowest weight of the fNIRS system worn by a single test subject during measurements will receive 20 points.
- ii. For the remaining offers, the number of points will be calculated using the following formula:

$$W_i = \frac{\text{the lowest mass of the fNIRS system worn by a single subject among the non-rejected bids}}{\text{the weight of the fNIRS system worn by one subject in the bid under assessment}} \times 20 \text{ points}$$

i - the number of the offer being assessed

W_i - the number of points under the criterion 'Mass of the fNIRS system worn by a single test subject during measurement' (of the offer under evaluation).

- c) By 'weight of the fNIRS system worn by a single test subject during the measurement', the Contracting Authority means the total weight of the components necessary for conducting mobile fNIRS recording, which are placed on the test subject, in particular the fNIRS main unit/amplifier, light sources, detectors, cables, battery, transmission modules, the cap, harness or other mounting components required to carry out the measurement. This weight does not include the laptop/acquisition station, charger, phantom, transport case, spare parts or other accessories not required to be placed on the subject during the actual measurement.
- d) The Contractor is required to specify, on the offer evaluation criteria form constituting Annex 4 to these Terms of Reference, the weight of the system in grams or kilograms and to submit a document confirming the declared weight, in particular a product data sheet, the manufacturer's instructions, the manufacturer's technical Terms or a manufacturer's declaration.

- e) The maximum weight of the System placed on the test subject is 1 kg. Should the Contractor specify a weight exceeding 1 kg, the Contractor's offer shall be rejected as non-compliant with the terms of the contract.

7) Criterion No. 7: Warranty period granted for the System and its Components
/G/

- a) This criterion is awarded 5 points.
- b) Points will be awarded to individual offers under this criterion in accordance with the following rule:
 - i. The bid that has not been rejected and offers the longest warranty period will receive 5 points.
 - ii. For the remaining offers, the number of points will be calculated using the following formula:

the length of the warranty period in the offer under assessment, expressed in months

$$G_i = \frac{\text{the length of the warranty period in the offer under assessment, expressed in months}}{\text{the longest warranty period, expressed in months, among the bids that have not been rejected}} \times 5 \text{ points}$$

i - the number of the offer being assessed

G_i - the number of points under the criterion 'Warranty period granted for the System and its Components' (for the offer under assessment).

- c) The duration of the warranty period in the offer under evaluation is understood to mean the number of months of warranty granted for the Equipment and its Components, as declared by the Contractor on the offer evaluation criteria form constituting Annex 4 to these Terms.
- d) The minimum warranty period must not be less than 12 months. Should the Contractor specify a warranty period of less than 12 months, the Contractor's offer shall be rejected as non-compliant with the terms of the contract.

8) Criterion No. 8: Documented use of the proposed fNIRS system in hyperscan studies
/H/

- a. This criterion is awarded 5 points.
- b. Points will be awarded to individual offers under this criterion in accordance with the following rule:
 - i. The non-rejected offer with the highest number of publications or studies meeting the requirements of this criterion will receive 5 points.
 - ii. For the remaining bids, the number of points will be calculated using the following formula:

$$H_i = \frac{\text{number of publications or papers meeting the requirements of this criterion for the bid under assessment}}{\text{the highest number of publications or works meeting the requirements of this criterion amongst the proposals not rejected}} \times 5 \text{ points}$$

i - the number of the offer being assessed

H_i - the number of points under the criterion 'Documented use of the proposed fNIRS system in hyperscan studies' (for the offer under assessment)

- c. By 'documented use of the proposed fNIRS system in hyperscanning studies', the Contracting Authority means scientific publications, articles accepted for publication, preprints or other publicly available scientific works in which the offered fNIRS device model or the manufacturer's identical hardware platform was used for the simultaneous recording of brain activity in at least two subjects. Publications or works meeting this criterion include, in particular:
 - i. articles published in peer-reviewed scientific journals,
 - ii. articles accepted for publication,
 - iii. preprints publicly available in scientific repositories,
 - iv. publicly available research papers with a persistent identifier, e.g. a DOI, PMID, arXiv number, OSF number, bioRxiv number, medRxiv number or any other persistent identifier that allows them to be verified.
- d. Assessment of the proposal against this criterion will be based on the submitted list of publications or research papers, which must include at least:

- i. a full bibliographic description of the publication or research paper;
 - ii. a DOI, PMID, repository number, permanent link or other identifier enabling verification;
 - iii. an indication of the proposed fNIRS device model or the same manufacturer's hardware platform used in the study;
 - iv. an indication that the study involved hyperscanning, i.e. the simultaneous recording of brain activity in at least two individuals.
 - e. The Contracting Authority will not consider publications that cannot be verified, publications not related to hyperscanning, marketing materials, product notes, manufacturers' brochures or documents that do not allow the fNIRS system used to be identified. Where the same work appears both as a preprint and as a subsequent journal publication, it will be taken into account only once for the purposes of evaluating the offer.
3. For the avoidance of doubt, the following terms are defined as set out below for the purposes of these ToR, including the evaluation of offers:
- a. **'fNIRS measurement unit'** - an independent module of the fNIRS system designed for the simultaneous acquisition of signals from one participant during hyperscanning. The module shall comprise all components necessary to perform the measurement, including, in particular, sources, detectors, measurement electronics and a power supply, where the power supply constitutes an integral part of the module. The system shall consist of two such units, one for each participant, and shall be evaluated on the basis of the number of sources and detectors contained in a single unit (rather than the total number across both units);
 - b. **'fNIRS measurement channel'** shall mean a unique pair consisting of one physical near-infrared light source and one physical detector, between which an optical signal is recorded during measurement. One source-detector pair shall be counted as one measurement channel, irrespective of the number of wavelengths used, the number of signals recorded for individual wavelengths, or the number of derived chromophore parameters, including, in particular, HbO and HbR. Only channels that can be used simultaneously during a single recording session shall be included in the total number of measurement channels. The same source-detector pair shall not be counted more than once

due to the use of multiple wavelengths, measurement modes, or separate recordings of optical signals;

- c. **‘short-separation channel’** shall mean a measurement channel formed by a unique source–detector pair with a separation distance intended primarily for recording superficial and extracerebral signals. Short-separation channels shall be reported separately and shall not be included in the number of standard cortical channels;
 - d. **‘channel sampling frequency’** shall mean the number of complete signal measurements obtained per second for each unique source–detector pair, expressed in Hz, when the entire offered measurement configuration is operating simultaneously.
4. In order to select the most advantageous offer, the points awarded under the above criteria for a given offer will be totalled to give the final offer score, calculated using the following formula:

$$S_i = C_i + E_i + D_i + P_i + L_i + W_i + G_i + H_i$$

where:

i – the number of the offer being assessed;

S_i – the score of the offer being assessed;

C_i – the number of points under the ‘Gross price of the offer’ criterion (for the bid being assessed);

E_i – the number of points under the criterion ‘Number of sources/emitters per fNIRS measurement unit’ (of the offer being evaluated);

D_i – the number of points under the criterion ‘Number of detectors per fNIRS measurement unit’ (for the offer under evaluation);

P_i – the number of points awarded under the criterion ‘Sampling frequency for a single-channel configuration’ (of the offer under assessment);

L_i – the number of points awarded under the criterion ‘Number of measurement caps’ (for the offer under assessment);

W_i – the number of points awarded for the criterion ‘Weight of the fNIRS system worn by a single test subject during the measurement’ (of the offer under assessment);

G_i – the number of points awarded for the criterion ‘Warranty period granted for the System and its Components’ (of the offer under assessment).

- H_i – the number of points awarded under the criterion ‘Documented use of the proposed fNIRS system in hyperscan studies’ (of the offer under evaluation).
5. If the most advantageous offer cannot be selected because offers with the same price have been submitted, the Contracting Authority shall invite the Contractors who submitted those offers to submit, within a deadline set by the Contracting Authority, supplementary offers containing a new price or cost.
 6. The offer which obtains the highest total number of S_i points shall be deemed the most advantageous.

Article 12 – DESCRIPTION OF THE PROCEDURE FOR PREPARING AND SUBMITTING OFFERS

Article 12 § 1 – Form of documents

1. The offer must be submitted, on pain of nullity, in electronic form and signed with a qualified electronic signature, a trusted signature or a personal signature by the person(s) authorised, in accordance with the registration documents, to represent the Contractor.
2. The declarations referred to in the Terms of Reference of the Offer, concerning the Contractor / the Contractors jointly applying for the contract / the entity providing resources (if applicable), shall be submitted in electronic form bearing a qualified electronic signature, a trusted signature or a personal signature by the person(s) authorised to represent, respectively, the Contractor / the of the Contractor jointly applying for the contract / the entity providing resources (if applicable).
3. The powers of attorney referred to in the Terms of Reference, relating to the Contractor and other entities, shall be submitted in electronic form bearing a qualified electronic signature, a trusted signature or a handwritten signature by the person granting the power of attorney. If the power of attorney has been drawn up as a paper document and bears a handwritten signature, a digital copy of that document, bearing a qualified electronic signature, a trusted signature or a personal signature certifying the conformity of the digital copy with the paper document, shall be submitted. The certification shall be carried out by the principal. A notary public may also certify the conformity of the digital copy with the paper document. The digital copy of the power of attorney may not be authenticated by the authorised representative.

4. In matters not covered by the Public Procurement Law or these Special Terms and Conditions, the provisions of the Regulation of the Minister of Development, Labour and Technology of 23 December 2020 on subjective evidence and other documents or declarations which the contracting authority may require from the contractor (Journal of Laws No. 2415, as amended) and the provisions of the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and submitting information and the technical requirements for electronic documents and means of electronic communication in public procurement procedures or design contests (Journal of Laws, item 2452). The manner in which evidence and other documents or statements are drawn up must comply with the requirements set out in the regulations referred to above.
5. Documents may be submitted in Polish or English. Documents drawn up in another foreign language must be submitted together with a translation into Polish.

Article 12 § 2 – Preparation and submission of the offer

1. The Contractor shall prepare a offer in accordance with the template set out in Annex 3 to the Terms of Reference ('Offer Form').
2. The Contractor shall submit the offer via the 'Offers/Applications' tab, visible in the procedure overview after logging into the Contractor's account. After clicking the 'Submit offer' button, the system displays a offer submission window for uploading electronic documents, which contains two drag-and-drop fields for adding files.
3. The Contractor adds the 'Offer Form', selected from their drive and previously signed, to the first field ('Completed offer form'). In the next field ('Attachments and other documents submitted with the offer by the Contractor'), the Contractor adds the remaining files constituting the offer and the documents submitted alongside it.

Note:

As the Contracting Authority provides Contractors with its own Offer Form – Annex No. 3 to the Terms of Reference (i.e. not via the 'interactive Offer Form' provided by the e-procurement platform), the following message may appear during the offer submission process: "Do you wish to continue? No form has been published for this

stage of the procedure. The file [file name appears here] is not a valid interactive form generated on the Platform.”

In this case, you should select the option ‘Yes, I wish to continue’.

4. If documents containing the Contractor’s trade secrets are submitted alongside the offer, the Contractor, in order to maintain the confidentiality of this information, must submit them in a separate and appropriately labelled file, whilst also including the phrase ‘Document constituting a trade secret’ in the file name. Both the attachment constituting a trade secret and the justification for claiming trade secret status must be added to the field ‘Attachments and other documents submitted in the offer by the Contractor’.
5. The offer form must be signed using a qualified electronic signature, a trusted signature or a personal signature. The recommended signature type is an internal signature. It is also possible to sign the offer form using an external signature; however, in this case, the separate signature file created for this form must be attached in the field ‘Attachments and other documents submitted in the offer by the Contractor’. Other documents forming part of the offer or submitted alongside the offer, which comply with the Public Procurement Law or the Regulation of the Prime Minister on requirements for electronic documents and bear a qualified electronic signature, a trusted signature or a personal signature, may, at the discretion of the contractor/contractors jointly applying for the contract/the resource-providing entity, bear an external or internal signature. Depending on the type of signature (external or internal), the previously signed documents, together with the generated signature file (external type) or the document with the embedded signature (internal type), shall be added to the field ‘Attachments and other documents submitted in the offer by the Contractor’.
6. Where an electronic document is submitted in a format that compresses data, affixing a qualified electronic signature, a trusted signature or a personal signature to the file containing the compressed documents is equivalent to affixing a qualified electronic signature, a trusted signature or a personal signature, as appropriate, to all documents contained within that file.

7. The system checks whether the submitted files are signed and automatically encrypts them, whilst notifying the Contractor accordingly. Confirmation of the time of submission and receipt of the offer is provided in the Electronic Transmission Confirmation (EPP) and the Electronic Receipt Confirmation (EPO). The EPP and EPO are available to logged-in Contractors in the 'Offers/Applications' tab.
8. The maximum total size of files constituting the offer or submitted alongside the offer is 250 MB.
9. The offer must be prepared strictly in accordance with the requirements set out in these Terms of Reference.
10. The content of the offer must comply with the Contracting Authority's requirements as set out in the offer documents.
11. A offer may only be submitted before the deadline for submission of offers.
12. The offer must be drawn up in Polish or English. The Contracting Authority permits the use of foreign-language terms in the offer only where they are proper nouns or have no equivalent in Polish or English.
13. The offer must be signed by persons authorised to represent the Contractor. This means that if the document(s) specifying the legal status of the Contractor(s) or the power(s) of attorney indicate that several persons are jointly authorised to represent the Contractor(s), the documents forming part of the offer must be signed by all such persons.
14. The Contractor may submit only one offer.
15. The offer must be submitted via the e-Procurement Platform available at:
<https://ezamowienia.gov.pl>
16. Detailed instructions on how to submit a offer are set out in the 'Terms and Conditions' and 'Instructions':
 - <https://ezamowienia.gov.pl/pl/regulamin>
 - <https://ezamowienia.gov.pl/pl/instrukcje>

17. Bids may not be submitted outside the e-Procurement Platform, e.g. by email, on pain of rejection.

Article 12 § 3 – Together with the offer prepared using the ‘Offer Form’, the Contractor is required to submit:

1. The evidence specified in Article 6 § 1 and Article 6 § 3 of these Special Terms and Conditions.
2. Information on subcontracting, drawn up in accordance with Annex 7 to these Terms of Reference (if the Contractor does not intend to use subcontractors, this form need not be submitted).
3. A declaration by Contractors jointly applying for the contract in accordance with Annex 9 to these Terms of Reference (in the case of a joint offer).
4. A commitment from the entity providing resources, as referred to in Article 118(3) of the Public Procurement Law, confirming that the relationship between the Contractor and the entities providing resources guarantees actual access to those resources and specifying, in particular:
 - 1) the scope of the resources of the resource-providing entity available to the Contractor;
 - 2) the manner and duration of the provision of the resources of the entity making them available to the Contractor and their use by the Contractor in the performance of the contract, in accordance with Annex 8 to these Special Terms and Conditions.

(The above undertaking shall be submitted by a Contractor relying on the capabilities of the entities making the resources available).

5. A power of attorney to represent the Contractor in these proceedings or to represent the Contractor in these proceedings and to conclude the contract (unless this is evident from the registration documents).
6. All declarations and documents required by the provisions of the Terms of Reference must be attached to the ‘Offer Form’ – in the form specified in the Terms of Reference.

Article 12 § 4 – Additional information concerning Contractors jointly applying for the contract (partnerships, consortia)

1. Contractors jointly applying for the contract shall appoint a representative to represent them in the procurement procedure or to represent them in the procedure and in the conclusion of the public contract.
2. A power of attorney for the authorised representative appointed in accordance with paragraph 1 must be attached to the joint offer.
A consortium shall attach the aforementioned power of attorney or an agreement governing the consortium's cooperation, from which the appointed representative is evident.
A civil law partnership shall attach the aforementioned power of attorney or a document evidencing the appointment of the representative.
3. The offer form shall be signed by the authorised representative of the Contractors jointly offering for the contract, or by all the Contractors. The first page of the offer form must contain information relating to all the Contractors jointly offering for the contract.
4. Contractors acting jointly shall be jointly and severally liable for non-performance or improper performance of the contract.

Article 12 § 5 – Withdrawal of a offer

1. A Contractor may withdraw a offer via the e-Procurement Platform before the deadline for submission of offers. To withdraw a submitted offer, go to , navigate to the details of the procedure, select the 'Offers' tab, and then click the 'Withdraw offer' button.
2. The procedure for withdrawing a offer is described in the 'Instructions': <https://ezamowienia.gov.pl/pl/instrukcje/>
3. Once the deadline for submitting offers has passed, the Contractor may not validly withdraw a offer that has already been submitted.

Article 13 – DEADLINE FOR SUBMITTING AND OPENING OFFERS

Article 13 § 1 Deadline for submission of offers

Offers must be submitted **by 09.00 am on 27th August 2026.**

Article 13 § 2 – Opening of offers

1. Offers will be opened on **27th August 2026 at 10.00. am.**
2. The opening of offers is closed to the public.
3. The Contracting Authority shall, no later than before the opening of offers, publish on the website of the procurement procedure information regarding the amount it intends to allocate to finance the contract.
4. Information from the opening of offers will be made available on the website of the procurement procedure in accordance with Article 222(5) of the Public Procurement Law.

Article 14 – CLARIFICATIONS REGARDING SUBMITTED OFFERS, CORRECTION OF ERRORS

1. In the course of examining and evaluating offers, the Contracting Authority may request clarifications from Contractors regarding the content of the offers submitted, as well as evidence or other documents or statements submitted. It is not permissible for the Contracting Authority and the Contractor to conduct negotiations concerning a submitted offer or, subject to the provisions of the Public Procurement Law, to make any changes to its content.
2. The Contracting Authority shall correct errors in a offer in accordance with the rules set out in Article 223(2) and (3) of the Public Procurement Law.

Article 15 – PERFORMANCE GUARANTEE

The Contracting Authority shall not require the Contractor whose offer is selected as the most advantageous to provide a performance bond prior to the signing of the agreement.

Article 16 – CONCLUSION OF THE CONTRACT

1. The Contracting Authority shall conclude the public procurement agreement in accordance with the time limits set out in the Public Procurement Law.
2. The Contracting Authority shall inform the selected Contractor of the date and place for signing the agreement.
3. In the event that a offer submitted by Contractors jointly applying for the contract is selected, the Contracting Authority reserves the right to request, prior to the

conclusion of the public procurement agreement, a copy of the agreement governing the cooperation between those Contractors.

4. A model contract containing the draft contractual provisions to be incorporated into the public procurement contract is set out in Annex 5 to the ToR.
5. The Contractor whose offer has been selected as the most advantageous is obliged to conclude the public procurement agreement on the terms set out in the draft contractual provisions, which form Annex 5 to these Terms of Reference. The agreement will be supplemented with provisions arising from the offer submitted.
6. If the Contractor whose offer has been selected as the most advantageous refuses to enter into the public procurement agreement, the Contracting Authority may re-examine and re-evaluate the offers submitted by the remaining Contractors in the procedure or cancel the procedure.

Article 17 – INFORMATION ON THE LEGAL REMEDIES AVAILABLE TO THE CONTRACTOR

1. An appeal may be lodged with the President of the National Appeal Chamber (KIO) against any action taken by the Contracting Authority in a procurement procedure that is contrary to the provisions of the Public Procurement Law, including proposed contract terms, or against any failure to take an action in a procurement procedure which the Contracting Authority was obliged to take under the Public Procurement Law.
2. An appeal may be lodged with the Regional Court in Warsaw (23rd Commercial, Appeal and Public Procurement Division) – the public procurement court – against a ruling of the KIO and a decision of the President of the KIO referred to in Article 519(1) of the Public Procurement Law (return of the appeal).
3. Detailed provisions concerning legal remedies, including the time limits for lodging them, are set out in Part IX of the Public Procurement Law (Articles 505–590).

Article 18 – LIST OF ANNEXES

The following annexes form an integral part of the Terms of Reference:

1. Annex 1: Website address (link) for the ongoing procurement procedure
2. Annex 2: Detailed description of the subject matter of the contract
3. Annex 3: Offer form

4. Annex 4: Criteria for the evaluation of offers
5. Annex 5: Model contract – draft contractual provisions
6. Annex 6: Declaration by the Contractor/Contractors jointly applying for the contract/Entity providing resources regarding grounds for exclusion and fulfilment of the conditions for participation in the procedure
7. Appendix 7: Information on subcontracting
8. Annex 8: Undertaking by the entity making resources available
9. Annex 9: Declaration by Contractors jointly applying for the award of a contract

Warsaw, on 12th of August 2026

APPROVED

Dean of the Faculty of Psychology
Prof. Kamil Imbir, PhD