

**DYREKTOR BIURA
POLSKIEJ KOMISJI AKKREDYTACYJNEJ**
I HEREBY APPROVE
Barbara Wojciechowska
Date 24-06-2013

TERMS OF REFERENCE (ToR)

in the procedure for awarding a public contract for an external review of the activities of the Polish Accreditation Committee.

(Procedure ref. no.: BPKA ZamPub 251-06-13)

The procedure is conducted in the form of an open tender pursuant to the Public Procurement Law of January 29, 2004 (Journal of Laws of 2010 No. 113, item 759 as amended)

**Chapter 1
GENERAL PROVISIONS**

- 1.1 Employer's name and address:
Biuro Polskiej Komisji Akredytacyjnej [Bureau of the Polish Accreditation Committee]
ul. Żurawia 32/34
00-515 Warsaw
tel.: +48 (22) 622 - 07 - 18
fax: +48 (22) 621 - 15 - 84
Website: www.pka.edu.pl
- 1.2 The contract award procedure is carried out in the form of an open tender pursuant to the Public Procurement Law of January 29, 2004 (Journal of Laws of 2010 No. 113, item 759 as amended), hereinafter referred to as the act.
- 1.3 The total estimated value of the contract does not exceed the amount set out in the regulations issued on the basis of Article 11 section 8 of the act for supplies or services, i.e. EUR 130,000.

**Chapter 2
DESCRIPTION OF THE SUBJECT OF THE CONTRACT**

The subject of the contract is performance of an external review of the activities of the Polish Accreditation Committee.

- 2.1 Designation of the subject of the contract in accordance with the Common Procurement Vocabulary (CPV):
79.21.20.00-3 - auditing services
- 2.2 A detailed description of the subject of the contract is contained in **Appendix No. 1 to the ToR**.
- 2.3 The remaining terms concerning the performance of the contract are set out in the specimen contract constituting **Appendix No. 2 to the ToR**.
- 2.4 The Employer does not plan to award any supplementary contracts.
- 2.5 The Employer does not admit a possibility of submitting partial proposals.

**Chapter 3
CONTRACT COMPLETION DATE**

Required contract completion date: within 12 months from the date of signing the contract, save that an on-site inspection should be performed in the year of the contract conclusion.

**Chapter 4
CONDITIONS OF PARTICIPATION IN THE PROCEDURE AND DESCRIPTION OF THE
EVALUATION METHOD OF FULFILLMENT OF THESE CONDITIONS.**

- 4.1 The contract award may be applied for by the Contractors that:
- 4.1.1. meet the requirements for participation in the procedure specified in Article 22 section 1 of the Act i.e. those concerning:
- a) holding licenses to perform specific activity or operation, if the provisions of the law impose an obligation to hold them;
 - b) having knowledge and experience;
 - c) having appropriate technical potential and persons capable of performing the contract;
 - d) economic and financial standing.
- 4.1.2. no later than as of the date of the submission of proposals they prove that they are not subject to exclusion from the contract award procedure on the basis of Article 24 section 1 of the act.
- 4.2 The Employer will deem the condition referred to in section 4.1.1. b) to be satisfied if the Contractor demonstrates that in the last three years prior to the proposal submission deadline, and if the period of

its operations is shorter - in such period, it duly performed at least 2 services of a similar nature as a result of which the institutions where an external review was performed obtained/renewed the membership of the European Association for Quality Assurance in Higher Education (ENQA) and/or registered in the European Quality Assurance Register in Higher Education (EQAR), stating their value, subject, completion date and customers and attaching a document confirming that those supplies or services were performed or are being performed duly.

- 4.3 Pursuant to article 26 section 2b of the act, the Contractor may rely on expertise and experience, technical potential, staff with qualifications to perform the contract, or financial capacities of other entities, irrespective of a legal nature of terms linking the Contractor with the said entities. In such circumstances, the Contractor shall prove it to the Employer that it has at its disposal the resources necessary for the contract performance, in particular through submitting a relevant written commitment of the said entities to put at the Contractor's disposal necessary resources for the period such resources shall be used in performing the contract.
- 4.4 The contractors may apply jointly for the contract award. In case of the Contractors applying jointly for the contract award, the Contractors appoint a representative to represent them in the contract award procedure or to represent them in the contract award procedure and conclude the contract.
- 4.5 The Employer shall assess the Contractor's satisfaction of the conditions for the participation in the procedure in accordance with the "satisfies/does not satisfy" formula, on the basis of declarations and documents submitted by the Contractor with the proposal, listed and described in Chapter 5 of the ToR.

Chapter 5

LIST OF DECLARATIONS AND DOCUMENTS TO BE DELIVERED BY CONTRACTORS IN ORDER TO DEMONSTRATE THE ABSENCE OF GROUNDS FOR EXCLUSION FROM THE PROCEDURE AND THE SATISFACTION BY CONTRACTORS OF CONDITIONS FOR PARTICIPATION IN THE PROCEDURE.

- 5.1 In order to confirm the satisfaction of the conditions set out in sections 4.1, 4.2 and 4.3 of the ToR, Contractors shall submit the following documents together with the proposal:
 - 5.1.1 Declaration on satisfying the conditions for participation in the procedure set out in Article 22 section 1 of the act – drawn up in accordance with the specimen constituting Appendix No. 3 to the ToR.
 - 5.1.2 Declaration on the absence of grounds for exclusion from the procedure pursuant to Article 24 section 1 of the act – drawn up in accordance with the specimen constituting Appendix No. 4 to the ToR.
 - 5.1.3 Valid excerpt from a relevant register if an entry in the register is required by separate regulations, in order to prove that there are no grounds for exclusion based on Article 24 section 1 point 2 of the act, issued no earlier than 6 months prior to the expiry of the deadline for proposal submission, and in respect of natural persons – declaration within the scope of article 24 section 1 point 2 of the act.
 - 5.1.4 A list of at least 2 services of a similar nature performed by the Contractor in the last three years prior to the proposal submission deadline, and if the period of its operations is shorter - in such period, as a result of which the institutions where an external review was performed obtained/renewed the membership of the European Association for Quality Assurance in Higher Education (ENQA) and/or registered in the European Quality Assurance Register in Higher Education (EQAR), stating their value, subject, completion date and customers and attaching a document confirming that those supplies or services were performed or are being performed duly – in accordance with Appendix No. 6 to the ToR.
 - 5.1.5 A list of entities belonging to the same capital group in the meaning of the Law on The Protection of Competition and Consumers of February 16, 2007, or declaration that the Contractor does not belong to any capital group - in accordance with Appendix No 7 to the ToR.
- 5.2 If the Contractor, while proving that the conditions referred to in Article 22 section 1 of the act are met, relies on knowledge and experience, technical potential, persons capable to perform the contract or financial capacities of other entities under the principles set forth in point 4.3, such a Contractor shall prove to the Employer that it will have at its disposal the resources necessary for the contract execution, in particular by submitting to this end written commitments of such entities that they will make available to the contractor the necessary resources to be used for the duration of contract performance.

- 5.3 In the case of Contractors acting jointly, the declaration and documents demonstrating the absence of grounds for the exclusion of the Contractor from the public contract award procedure in the circumstances referred to in Article 24 section 1 of the act, listed in points 5.1.1 - 5.1.3, shall be submitted by each Contractor separately, and the declaration of satisfaction of the conditions for participation in the procedure referred to in Article 22 section 1 of the act, listed in point 5.1.4, shall be submitted jointly.
- 5.4 The declaration referred to in point 5.1.1 shall be submitted in original and the documents referred to in points 5.1.2 – 5.1.4, 5.2, 5.3 shall be submitted in originals or copies certified to be true copies by the Contractor.
- 5.5 In the case of Contractors applying jointly for the contract award and in the case of entities referred to in point 4.3 (provided that such entities participate in the implementation of a part of the contract), copies of documents concerning the Contractor or those entities respectively shall be certified to be true copies by the Contractor or those entities.
- 5.6 If the Contractor has a registered seat or resides outside the Republic of Poland, it shall submit, instead of the documents referred to in point 5.1.3 of these ToR, a document or documents issued in the country where it has a registered seat or resides, confirming respectively that no liquidation of that Contractor was initiated and its bankruptcy was not declared. The document referred to in point 5.6 of the ToR shall be issued not earlier than 6 months prior to the expiry of the proposal submission deadline.
- 5.7 If in the place of residence or the country where the Contractor has its registered seat or the place of residence, the document referred to in point 5.6 of the ToR is not issued, it shall be replaced with a document containing a statement, in which authorized person(s) of the Contractor has been also specified, made in the presence of notary or a competent legal authority or administrative body or a professional or commercial body in the place of residence or the country where the Contractor has its registered seat or place of residence, respectively.
- 5.8 In the event of doubt as to the contents of a document submitted by the Contractor having its registered Bureau or place of residence outside the territory of the Republic of Poland, the Employer may address competent authorities having jurisdiction over a person's place of residence or the country in which the Contractor has its registered Bureau or the place of residence and request the necessary information concerning the document submitted.
- 5.9 The Employer shall deem documents to be signed by the Contractor if they bear a signature(s) of the person(s) authorized to represent the Contractor, in accordance with the principles of representation specified in a relevant register or authorized to represent the Contractor on the basis of a power of attorney. Signatures shall be made in a manner allowing to identify the signatory. It is recommended that the signature be accompanied by a stamp with the forename and surname of the signatory.
- 5.10 If copies of documents are certified to be true copies of originals, they shall bear a signature in accordance with the principles referred to in point 5.9 and the "certified to be a true copy of the original" clause. In the case of documents consisting of more than one page, each page of the document should be certified to be a true copy of the original or such certification may be stated on one page with the information on the number of pages being certified.
- 5.11 The power of attorney referred to in point 5.9, in writing in the form of original or copy certified to be a true copy of the original by a notary public or a person granting the power of attorney shall be attached to the proposal.
- 5.12 In the case of Contractors applying jointly for the contract award, the power of attorney referred to in point 4.4, in writing in the form of original or copy certified to be a true copy of the original by a notary public or a person granting the power of attorney shall be attached to the proposal.

Chapter 6

INFORMATION ON THE MANNER OF COMMUNICATION BETWEEN THE EMPLOYER AND CONTRACTORS AND OF PROVIDING STATEMENTS AND DOCUMENTS AS WELL AS INDICATION OF PERSONS AUTHORIZED TO COMMUNICATE WITH CONTRACTORS

- 6.1 In the contract award procedure any declarations, applications, notices and information (hereinafter referred to as the correspondence) shall be delivered by the Employer and Contractors in writing or by fax.

- 6.2 If the Employer or the Contractor deliver the correspondence by fax, each party shall immediately confirm its receipt at a request of the other party.
- 6.3 The Employer does not agree to the transmission of the correspondence by electronic mail.
- 6.4 In the case of Contractors applying jointly for the contract award, the correspondence shall be exchanged solely with an attorney authorized to represent all Contractors applying jointly for the contract award.
- 6.5 The correspondence related to this procedure shall be sent to the following address:
Biuro Polskiej Komisji Akredytacyjnej [Bureau of the Polish Accreditation Committee]
ul. Żurawia 32/34
00-515 Warsaw
fax: +48 (22) 621-15-84
- 6.6 Contractors shall use the reference number of the procedure: BPKA ZamPub 251-06-13 in the correspondence related to this procedure.
- 6.7 Persons authorized to communicate with Contractors: Maciej Kobielski
Maciej Kobielski – m.kobielski@pka.edu.pl
- 6.8 The Contractor may apply to the Employer for explanation of ToR contents.
- 6.9 The Employer shall provide the explanations immediately but not later than 6 days prior to the expiry of the proposal submission deadline, provided that the request for explanation of ToR contents was received by the Employer not later than by the end of the day on which a half of the time period fixed for submitting proposals expired. Extension of the deadline for submitting proposals shall not affect the length of the period for submitting the request referred to in the preceding sentence. The Employer shall deliver to Contractors which were sent the ToR the content of questions together with explanations, without disclosing the source of the question, and shall publish such information on its website (www.pka.edu.pl).
- 6.10 In justified cases, the Employer may amend the contents of ToR prior to expiry of the proposal submission deadline. The Employer shall send immediately amended ToR to all Contractors which were sent the ToR and shall publish such amendment on its website (www.pka.edu.pl).
- 6.11 If, as a result of the amendment to the ToR, which does not result in a change in the contents of the notice of the contract, an additional time is needed to introduce the changes to proposals, the Employer shall extend the proposal submission deadline and shall notify accordingly the Contractors which were provided with the ToR and shall publish such information on its website (www.pka.edu.pl).

Chapter 7
REQUIREMENTS CONCERNING THE DEPOSIT

The Employer does not require a deposit.

Chapter 8
PROPOSAL VALIDITY PERIOD

- 8.1 Contractors shall remain bound by their submitted proposals for 30 days.
- 8.2 The running of the proposal validity period begins with the expiry of the proposal submission deadline.
- 8.3 The Contractor may, on its own initiative or upon the request of the Employer, extend the proposal validity period provided that the Employer may submit only one request to the Contractors, asking to extend the period in question, at least 3 days prior to the expiry of the proposal validity period, and the extended period does not exceed 60 days.

Chapter 9
PROPOSAL PREPARATION MANNER

- 9.1 The Contractor may submit only one proposal. Submission of more than one proposal shall result in rejection of all proposals submitted by the Contractor.

- 9.2 The proposal must be submitted in writing to be valid.
- 9.3 The contents of the proposal must correspond to the contents of the ToR. The Employer permits submission of appendices with the proposal, developed by the Contractor, provided that their content corresponds to Appendices to the ToR developed by the Employer.
- 9.4 The proposal together with appendices shall be written legibly. The Employer recommends that the proposal be prepared with the use of a computer, typewriter or in legible handwriting using indelible ink.
- 9.5 All changes made by the Contractor in the content of the proposal after its preparation shall be initialed by the Contractor.
- 9.6 The Contractor shall bear all costs related to the preparation and submission of the proposal and the participation in the procedure for the award of a public contract.
- 9.7 It is recommended that pages of the proposal be permanently bound and consecutively numbered.
- 9.8 It is recommended that each page of the proposal containing any content be signed or initialed by the Contractor.
- 9.9 The proposal shall be signed by persons authorized to represent the Contractor. This shall mean that if the document specifying the legal status of the Contractor or a power of attorney implies that several persons are jointly authorized to represent the Contractor, documents comprising the proposal shall be signed by all such persons.
- 9.10 The authorization of persons signing the proposal to represent the Contractor in the procedure shall result directly from documents attached to the proposal. This shall mean that if such authorization does not result expressly from the document stating the Contractor's legal status (extract from a relevant register), the proposal shall be accompanied by the original power of attorney or its copy certified by a notary public to be a true copy, issued to the representative of the Contractor by authorized persons.
- 9.11 If a joint proposal is submitted (e.g. by a consortium), Contractors shall appoint a Representative to represent them in the contract award procedure or to represent them in the procedure and to conclude the contract. If the power of attorney applies solely to the representation of Contractors in the contract award procedure, prior to signing the contract with the Contractor they shall grant an appropriate power of attorney to sign the contract or conclude an agreement specifying rights and obligations of each Contractor, including the right to sign the contract.
- 9.12 All correspondence shall be sent exclusively to the representative.
- 9.13 The provisions of the act relating to the Contractor shall apply accordingly to Contractors applying jointly for contract award.
- 9.14 The Contractor may – no later than on the proposal submission deadline – reserve that the information constituting a company secret within the meaning of the provisions of the Act on Combating Unfair Competition may not be disclosed. Pursuant to Article 11 section 4 of the Act of April 16, 1993 on Combating Unfair Competition (Journal of Laws of 2010 No. 113 item 759 as amended) a company secret shall mean **technical, technological or organizational** information of the enterprise which is not available publicly or any other type of information of certain economic value with respect to which the entrepreneur undertook necessary measures to ensure its confidentiality. The Contractor shall clearly mark such information as "Information constituting a company secret within the meaning of Article 11 section 4 of the Act of April 16, 1993 on Combating Unfair Competition". It is recommended that the information constituting a company secret be permanently bound and separated from the remaining non-confidential part of the proposal.
- 9.15 No documents comprising the proposal, including documents submitted in originals, shall be returned by the Employer.
- 9.16 The proposal must include:
- a) Proposal Form prepared and completed in accordance with the specimen constituting Appendix No. 5 to the ToR;
 - b) documents referred to in Chapter 5 of the ToR.
 - c) in case of the Contractors applying jointly for the contract award, a document appointing a representative to represent them in the contract award procedure or to represent them in the contract award procedure and conclude the contract,

- d) power of attorney if the authorization to sign the proposal does not result expressly from the extract from an appropriate register or a certificate of entry in the business activity register submitted with the proposal,
- 9.17 If the Contractor intends to implement the contract with the participation of subcontractors, the Contractor shall indicate in the proposal a part of the contract a performance of which it will entrust to subcontractors by entering appropriate information in the Proposal Form (Appendix No. 35 to the ToR).
- 9.18 The proposal shall be placed in a non-transparent envelope/packaging preventing anyone from reading it without breaking the security features before the expiry of the deadline for opening proposals.
- 9.19 The envelope/packaging shall contain the following information:
- name, address, telephone and fax number of the Contractor
 - Biuro Polskiej Komisji Akredytacyjnej [Bureau of the Polish Accreditation Committee], ul. Żurawia 32/34, 00-515 Warsaw, room no. 6 (Reception of the Bureau)
 - „OFERTA na wykonanie przeglądu zewnętrznego Polskiej Komisji Akredytacyjnej; znak sprawy: BPKA-ZamPub 251-01-13”
[*"PROPOSAL for the performance of an external review of the Polish Accreditation Committee; ref. no.: BPKA-ZamPub 251-01-13"*]
 - „Nie otwierać przed dniem 4 lipca 2013 r. do godz. 12:50”.
[*"Do not open before 4 July 2013 at 12:50 PM a.m."*]
- 9.20 The Employer shall not be liable for consequences resulting from incorrect marking of the envelope/packaging containing the proposal.

Chapter 10

PLACE OF AND DEADLINE FOR THE SUBMISSION AND OPENING OF PROPOSALS

- 10.1 The proposal shall be submitted in a sealed packaging marked in accordance with the Employer's requirements by **12:00 on 4 July 2013 in the registered Bureau of the Bureau of the Polish Accreditation Committee at ul. Żurawia 32/34, 00-515 Warsaw, room no. 6 (Reception of the Bureau)**. Proposals may be submitted from Monday to Friday between 8:15 and 16:15.
- 10.2 Proposals shall be opened on **4 July 2013 at 12:50 in the registered Bureau of the Bureau of the Polish Accreditation Committee at ul. Żurawia 32/34, 00-515 Warsaw, room no. 32**.
- 10.3 The Contractor may make changes to the submitted proposal. A notification of changes shall be made in accordance with the same principles applicable to the submission of the proposal, in a packaging marked as specified in section 9.20 with the additional "CHANGE" designation.
- 10.4 The Contractor may withdraw the proposal before the expiry of the deadline for submission of proposals by submitting a written notification. A notification of withdrawal of the proposal shall be made in accordance with the same principles applicable to the submission of the proposal, in a packaging marked as specified in section 9.20 with the additional "WITHDRAWAL" designation. Envelopes with withdrawn proposals will not be opened.
- 10.5 The opening of the proposals shall be public. The information provided during the opening of proposals shall be sent to Contractors which were absent at the opening of proposals, at their request.
- 10.6 Proposals received by the Employer after the deadline referred to in section 10.1 shall be returned unopened to Contractors, after the expiry of the deadline for filing an appeal. The Employer shall notify the Contractor of submission of the proposal after the deadline immediately after the expiry of the deadline for proposal submission.
- 10.7 If the proposal is sent by post or courier to the Employer, the date and time of a receipt of the proposal in the place referred to in section 10.1 shall be decisive for meeting the deadline for proposal submission and not the date of sending it by post or courier.
- 10.8 During the public proposal opening session envelopes marked "WITHDRAWAL" shall be opened first. Withdrawn proposals shall be sent back to Contractors unopened.
- 10.9 Envelopes marked "CHANGE" shall be opened before the opening of envelopes containing proposals concerned. After confirming the correctness of the procedure for making changes, changes shall be attached to the proposal.

- 10.10 Immediately prior to the opening the Employer shall announce the amount it intends to spend on financing the contract.
- 10.11 During the opening of envelopes the Employer shall each time announce to those present:
 - 1) the name and address of the Contractor whose proposal is being opened;
 - 2) information on the price of the entire proposal.
- 10.12 The above information shall be recorded in the minutes of the tender procedure.
- 10.13 The Employer shall immediately provide the information referred to in point 10.11 of these ToR to the Contractors which did not attend the opening of the proposals, upon their written request.

Chapter 11
METHOD OF PRICE CALCULATION

- 11.1 The Contractor shall specify the proposal price in the Proposal Form prepared in accordance with the specimen constituting Appendix No. 5 to the ToR.
- 11.2 The Contractor shall include in the proposal price all costs necessary for the correct performance of the contract as well as all charges and taxes resulting from applicable laws.
- 11.3 The proposal price shall be the total gross value (including VAT) of the service consisting in an external review as well as all other costs of the contractor.
- 11.4 The price shall be expressed in euro (EUR), with the accuracy of no more than two decimal places.
- 11.5 In case of submitting a proposal which if selected would cause a tax obligation for the Employer, pursuant to the legal provisions on VAT within the intra-community purchase of goods, the Employer, in order to evaluate such a proposal would add to the presented price the VAT which it would be obligated to pay under binding provisions.
- 11.6 Settlements between the Employer and the Contractor shall be performed in EUR, at the average exchange rate of the National Bank of Poland applicable on the date preceding the payment date.
- 11.7 In the course of verification and evaluation of the proposals, the Employer may request from the Contractors clarifications regarding the contents of their submitted proposals.
- 11.8 The Employer shall correct in the content of the proposal obvious typing mistakes, obvious calculation errors, taking into account calculation consequences of the corrections made as well as other errors consisting in the non-compliance of the proposal with the ToR that will not cause material changes in the proposal content, notifying the same immediately to the Contractor whose proposal was corrected.

Chapter 12
CRITERIA FOR PROPOSAL SELECTION, APPLIED BY THE EMPLOYER, AND IMPORTANCE OF THESE CRITERIA AS WELL AS MANNER OF PROPOSAL EVALUATION

- 12.1 The Employer shall evaluate proposals on the basis of the criterion being the proposal price.
- 12.2 Points under the "Price" criterion shall be awarded in accordance with the following formula:

$$\frac{\text{Price of the cheapest proposal}}{\text{Price of the proposal under evaluation}} \times 100 = \text{score}$$

The result of the above calculation shall be rounded to two decimal places.

- 12.3 The Contractor which proposes the lowest proposal price shall be awarded the maximum score, i.e. 100 points.
- 12.4 A proposal that will be awarded the highest score will be considered the most advantageous proposal.
- 12.5 If the Employer was unable to select the most advantageous proposal due to the fact that proposals with the same price were submitted, the Employer shall request Contractors which submitted those proposals to submit additional proposals on the date set by the Employer. When submitting additional proposals, Contractors may not offer prices that are higher than those offered in their submitted proposals.

Chapter 13
ADDITIONS TO THE PROPOSAL, EXCLUSION OF THE CONTRACTOR AND REJECTION OF THE PROPOSAL

- 13.1 Pursuant to Article 26 section 3 of the Public Procurement Law the Employer shall request Contractors which did not submit on the set date declarations or documents referred to in Article 25 section 1 of the Public Procurement Law or which did not submit powers of attorney or which submitted declarations and documents referred to in Article 25 section 1 of the Public Procurement Law required by the Employer containing errors or which submitted defective powers of attorney, to submit them on the appointed date, unless despite submitting them the Contractor's proposal is to be rejected or the procedure would have to be canceled.
- 13.2 Declarations and documents submitted upon Employer's request should confirm the satisfaction by the Contractor of the conditions to participate in the procedure and the satisfaction by supplies, services or construction works offered of requirements specified by the Employer, no later than on the date on which the proposal submission deadline elapsed.
- 13.3 The Employer shall exclude Contractors from the procedure for the award of this contract if the conditions specified in Article 24 of the Public Procurement Law are satisfied.
- 13.4 The Employer shall notify the Contractor immediately of the exclusion from this procedure, providing the actual and legal justification. Excluded Contractor's proposal shall be deemed rejected.
- 13.5 The Employer shall reject a proposal in the event of conditions specified in Article 89 of the Public Procurement Law.
- 13.6 The Employer shall notify all Contractors simultaneously of the rejection of proposals, providing the actual and legal justification.

Chapter 14
INFORMATION ON FORMALITIES TO BE FULFILLED AFTER PROPOSAL SELECTION IN ORDER TO CONCLUDE THE PUBLIC CONTRACT

- 14.1 The Employer shall award the contract to the Contractor whose proposal will be selected as the most advantageous proposal solely on the basis of the criterion presented in the ToR.
- 14.2 The Employer shall notify Contractors which submitted proposals in the procedure of the selection of the most advantageous proposal and shall publish this information on its website (www.pka.edu.pl) and in its registered Bureau.
- 14.3 The Employer shall notify Contractors of the date after which the public contract may be concluded, in accordance with Article 94 section 1 or 2 of the act.
- 14.4 Persons representing the Contractor at the conclusion of the contract shall have documents confirming their authorization to represent the Contractor if such authorization does not result from documents attached to the proposal.
- 14.5 If a proposal submitted by Contractors applying jointly for contract award is selected, such Contractors shall present to the Employer an agreement regulating the cooperation of those Contractors prior to signing the contract.

Chapter 15
REQUIREMENTS CONCERNING THE GOOD PERFORMANCE BOND

The Employer does not require providing the Good Performance Bond.

Chapter 16
OTHER MATERIAL PROVISIONS OF THE CONTRACT

- 16.1 Provisions of the public contract that are material for the parties are contained in the specimen contract constituting Appendix No. 2 to the ToR.

- 16.2 The Employer permits changes of the provisions of the contract concluded, in particular if during the performance of the contract generally applicable laws are amended and take effect after the contract conclusion date, to the extent affecting the performance of the subject of the contract;

Chapter 17

INSTRUCTION OF LEGAL PROTECTION MEASURES TO WHICH THE CONTRACTOR SHALL BE ENTITLED DURING THE CONTRACT AWARD PROCEDURE:

- 17.1 The Contractors and other persons that have or had legal interest in obtaining the contract and is or may be prejudiced as a result of breaching provisions of the act by the Employer, shall be entitled to legal remedies specified in Section VI of the act.
- 17.2 Legal remedies related to the contract announcement and the ToR shall be also available to organizations entered into the list referred to in Article 154 section 5 of the act.
- 17.3 An appeal is applicable exclusively in the case of an action inconsistent with the provisions of the act, made by the Employer during the contract award procedure, or in the case of a failure to undertake an action to which the Employer is obliged pursuant to the act.
- 17.4 An appeal shall specify the act or omission of the Employer which is alleged to be inconsistent with the provisions of the act, contain a brief summary of pleas, specify the claim as well as actual and legal circumstances justifying the submission of the appeal.
- 17.5 The appeal shall be lodged to the President of the National Appeal Chamber in a written or electronic form, bearing a secure electronic signature verified by means of a valid qualified certificate.
- 17.6 The appellant shall send a copy of the appeal to the Employer prior to the deadline for lodging an appeal in such a way that the Employer may read it before the expiry of that period.
- 17.7 An appeal shall be lodged:
- a) within 10 days from the date of sending the information on the action of the Employer constituting the grounds for lodging it – if it was sent by fax, within 15 days – if it was sent in writing
 - b) an appeal concerning the content of the announcement of the contract and the provisions of the ToR shall be lodged within: 10 days from the date of the publication of the announcement in the Official Journal of the European Union or the publication of the ToR on the website
 - c) appeal against actions other than those specified in point a) and b) must be lodged within 10 days from the date on which the circumstances constituting a basis for the appeal were determined, or may have been determined with due diligence.
- 17.8 Decisions of the National Appeal Chamber may be appealed against by parties and participants of the procedure.
- 17.9 A complaint shall be filed with the regional court competent for the registered Bureau or the place of residence of the Employer.
- 17.10 A complaint shall be filed through the President of the National Appeal Chamber within 7 days from the date of delivery of the decision of the National Appeal Chamber and its copy shall be sent simultaneously to the opposing party of the complaint. A submission of an appeal in a post Bureau of a public operator is equivalent to lodging it.

Chapter 18
APPENDICES TO TOR

The following appendices constitute an integral part of the ToR:

Appendix no. 1 – Detailed description of the subject of the contract

Appendix No. 2 -Specimen contract

Appendix No. 3 - Specimen declaration

Appendix No. 4 - Specimen declaration

Appendix No. 5 Proposal form

Appendix No. 6 Specimen list of services performed

Appendix No. 7 Specimen declaration

DETAILED DESCRIPTION OF THE SUBJECT OF THE CONTRACT

1. Information about the Employer

The Polish Accreditation Committee was established under the name of the State Accreditation Committee on January 1, 2002 pursuant to the Act of July 20, 2001 amending the Act on Higher Education, the Act on Higher Vocational Schools and Certain Other Acts. The current name was received by the Committee pursuant to the Act of March 18, 2011 amending the Act on Higher Education, the Act on Academic Degrees and Academic Title and on Degrees and Titles in Arts and Amending Certain Other Acts. The activities of the Committee cover all higher education institutions operating on the basis of that Act. It is the only authority in Poland which acts for the quality of education whose tasks and manner of operation is regulated by law. The Committee receives administrative and financial support from the Bureau of the Polish Accreditation Committee.

In accordance with the "European Standards and Guidelines for Quality Assurance in European Higher Education Area" the **Polish Accreditation Committee**, being an agency for external assurance of education quality is obligated to undergo periodic external reviews every 5 years. A positive result of the external review allows agencies to obtain the status of a full member of the European Association for Quality Assurance in Higher Education (ENQA) and to obtain/prolong the entry in the European Quality Assurance Register in Higher Education (EQAR).

2. Objective and scope of the contract

The purpose of the contract is performance of an external review of the activities of the Polish Accreditation Committee. The review must be performed in accordance with the new external review policy adopted by the Board of ENQA in July 2011 and published on the following website: http://www.enqa.eu/reviews_principles.lasso and with the Guidelines for External Reviews of Quality Assurance Agencies in the European Higher Education Area, adopted by the ENQA.

The review is to assess the degree of the fulfillment of all ENQA membership criteria specified in the "European Standards and Guidelines for Quality Assurance in European Higher Education Area and thus the review must provide the Board of ENQA with the information necessary for confirming the permanent membership of the Polish Accreditation Committee in that organization and allow to renew the registration in the European Quality Assurance Register in Higher Education (EQAR).

3. Review process

The external review process must be designed and conducted in accordance with the Guidelines for External Reviews of Quality Assurance Agencies in the European Higher Education Area. The external review process is coordinated by the Contractor.

The review procedure includes the following elements:

- nomination and appointment of the review team,
- a self-assessment of the Polish Accreditation Committee, including a preparation of a self-assessment report,
- site visit by the review panel,
- preparation and submission of a final report by the review panel,
- scrutiny of the final report by the ENQA Review Committee,
- analysis of the scrutiny by the ENQA Board and their decision on ENQA membership,
- a follow-up procedure concerning recommendations of the review team or/and ENQA Board.

During the external review the Contractor must be familiarized with the information on the activities of the Polish Accreditation Committee, the Polish higher education system and the provisions of the Act on Higher Education.

3.1. Nomination and appointment of the review team

The review team consists of 5 members: 4 external experts (two international quality assurance experts, a representative of a higher education institution, a student) and a review secretary. Three experts (including team secretary) should be nominated by the ENQA Board, drawn from the senior serving members of Management Board/Council or employees of ENQA membership agencies. The fourth expert should be appointed from among persons nominated by the European University Association (EUA). A student expert should be appointed by the European Students Union (ESU). One team member serves as a chairman.

The Contractor must, after the review team is nominated, deliver to the Employer the list of proposed experts together with their CVs in order to establish there are no conflict of interests. Experts must sign non-conflict of interests statement as regards the review of the Polish Accreditation Committee.

3.2. Self-assessment of the Polish Accreditation Committee, including preparation of a self-assessment report

The Polish Accreditation Committee is responsible for performing a self-assessment process and should take into consideration the following principles:

- a self-assessment is organized as a project with clearly defined agenda and includes all relevant internal and external stakeholders,
- a self-assessment is broken down by the topics of evaluation: a background description of the agency's current situation, analysis and assessment of the current situation, proposals for improvement and list of activities already planned, a summary of perceived weaknesses and strengths,
- a self-assessment report is well-structured, concise and prepared comprehensively. It demonstrates clearly the extent to which the agency fulfills its task related to external quality assurance and meets the criteria for ENQA membership and thus the European Standards and Guidelines for Quality Assurance in European Higher Education Area (ESG). The report is submitted to the review team no later than eight weeks before the site visit.

3.3 Site visit

The site visit should last at least 2 business days. The Contractor and the Employer agree the date of the site visit and the agenda, at least 3 months in advance. The agenda contains a list of meetings and activities undertaken during the visit as well as their duration. The approved agenda of the visit should be delivered to the Polish Accreditation Committee by the Contractor at least 2 months in advance, in order to organize required meetings with internal and external stakeholders of the Committee.

The visit is conducted in the English language. If the visit is expected to be conducted in other language, the Contractor must arrange for translation.

Prior to the end of the visit the experts must present general results of the external review.

3.4 Preparation and submission of a final assessment report

Based on the data collected by the review team, the secretary will draft a report in consultations with the experts. The report should take into account the goal and scope of the external review which was defined in clause 2. The information presented in the report must be sufficient to measure the degree of compliance of the activities of the Polish Accreditation Committee with the ENQA membership criteria.

The draft report must be submitted to the Polish Accreditation Committee within 2 months from the visit. If necessary, PKA shall provide correction of factual errors in reference to the draft report and it will be submitted to the chairman and secretary of review panel within 2 weeks after receipt of the draft report. Therefore the review panel will take into account the statement, finalize the document and submit it to PKA and ENQA. The report should be completed within three months from the end of the visit. The volume of the report should not exceed 40 pages.

4. Follow-up process and publication of the report

The Polish Accreditation Committee, after reading the post-visit report, will inform the ENQA of its plans for the implementation of the recommendations contained in the report. Subsequently, the discussion with the ENQA on the results of the assessment, planned activities, self-assessment report and the agreed corrective action plan will be published on the PKA website.

5. Budget

The amount specified in the contract must include the remuneration of the members of the review team, administrative support, travel and other costs necessary for the implementation of the contract.

6. Review schedule

The beginning of the performance of the contract is the date specified in the contract.

One of the elements of the review is a site visit which should be conducted after the date is agreed upon by both parties, however no later than by December 31, 2013.

The review schedule must be agreed upon by the parties entering into the contract immediately after it is signed and it must include the following stages:

Activity	Duration – months in total
Appointment of the review team	Fromto
Preparation of the site visit schedule and announcement of dates	Fromto
Submission of the self-assessment report by the Polish Accreditation Committee	Fromto
Site visit	Fromto
Sending the draft report to the Polish Accreditation Committee	Fromto
Statement on the draft report by the Polish Accreditation Committee	Fromto
Submission of the final report to the Polish Accreditation Committee and ENQA	Fromto
Consideration of the report by the ENQA and reply to the Polish Accreditation Committee	Fromto
Publication of the report and implementation of the corrective action plan	Fromto

Specimen Contract

No.

concluded on 2013 by and between:

the BUREAU OF THE POLISH ACCREDITATION COMMITTEE with its registered Bureau in Warsaw, ul. Żurawia 32/34, Tax Identification Number (NIP) 5262897577, Statistical Identification Number (REGON) 140318400, hereinafter referred to as the Employer, represented by:

Director of the Bureau of the Polish Accreditation Committee – Barbara Wojciechowska
Chief Accountant of the Bureau of the Polish Accreditation Committee – Jolanta Janas
and

.....
.....
hereinafter referred to as the Contractor, represented by

.....

§ 1

This contract was concluded after conducting a contract award procedure in the form of an open tender – Article 39 and subsequent articles of the Public Procurement Law of January 29, 2004 (consolidated text: Journal of Laws of 2010 No. 113, item 759 as amended) as a result of which the Contractor's proposal was considered the most advantageous proposal.

§ 2

1. The subject of the Contract is performance of an external review of the activities of the Polish Accreditation Committee.
2. A detailed description of the subject of the contract is set out in the Terms of Reference constituting Appendix No. 1 to the contract.

§ 3

1. The performance of the subject of the contract shall begin at the date of the contract conclusion.
2. The external review process shall be conducted in 12 months from the date of signing the contract, save that the site visit shall be performed no later than by December 31, 2013.

§ 4

1. As part of the contract performance the Contractor undertakes to conduct an external review of the activities of the Polish Accreditation Committee, in accordance with the European Standards and Guidelines for Quality Assurance in European Higher Education Area and the Guidelines for External Reviews of Quality Assurance Agencies in the European Higher Education Area.

The Contractor undertakes to:

- a) nominate and appoint the review team,
- b) read the self-assessment report of the Polish Accreditation Committee,
- c) prepare and conduct a site visit,
- d) prepare a final report by the review panel,
- e) submit the final report to the Polish Accreditation Committee and the ENQA.

§ 5

1. The Contractor and the Employer undertake to agree upon after the conclusion of the contract a review schedule, in accordance with the specimen specified in the Detailed Description of the Subject of the Contract in the Terms of Reference, constituting Appendix No. 1 to the contract.

§ 6

1. The Employer appoints the following persons to liaise with the Contractor during the performance of the Subject of the Contract and to monitor the progress of works covered by the Contract:
 - 1), tel., e-mail:
 - 2), tel....., e-mail:.....
2. The Contractor appoints the following persons to liaise with the Employer during the performance of the Subject of the Contract:
 - 1), tel....., e-mail:.....
 - 2), tel....., e-mail:.....
3. A change of the persons referred to in sections 1 and 2 of this article shall not result in an amendment to the contract. A change shall be effected by a written declaration submitted to the other Party on making a change and specifying a person or persons appointed to liaise directly with the Contractor.

§ 7

1. The Employer undertakes to pay to the Contractor gross remuneration of EUR (say: EUR) for the performance of the subject of the contract.
2. The remuneration referred to in section 1 of this article shall include all costs to be borne by the Contractor in respect of the performance of the subject of this contract, therefore the Contractor shall not be entitled to financial claims exceeding the contractual remuneration.
3. The remuneration shall be payable in the following stages:
 - a) 40% after sending a proposed review report, in accordance with the schedule signed
 - b) 60% after submitting the final report to the PAC and ENQA.
4. The Contractor shall issue and deliver to the Employer a VAT invoice covering the remuneration for each stage after it is completed.
5. The remuneration shall be paid within 21 (twenty one) days from the date of a receipt by the Employer's registered Bureau of a properly issued VAT invoice which shall be accompanied by the documentation referred to in § 7 section 3 point a and respectively point b, by a bank transfer to the Contractor's bank account indicated in the VAT invoice.
6. The date of payment shall be the date on which an instruction to execute a transfer to the Contractor's bank account is placed in the Employer's bank.

§ 8

1. The Contractor undertakes to pay to the Employer the following contractual penalties in the case of:
 - 1) a failure to meet any of the deadlines referred to in § 5 section 1 of this Contract – the amount of 0.2% of gross remuneration referred to in § 7 section 1 of this Contract – for each commenced day of the delay,
 - 2) termination of the Contract due to the fault of the Contractor – in the amount of 20% of the gross price referred to in § 9 section 1 of this contract.
2. The Employer may offset contractual penalties charged and payable to the Employer against the payment of a VAT invoice issued by the Contractor.

§ 9

1. Notwithstanding other contractual provisions, if the Contractor fails to perform the Subject of the Contract on the dates specified in § 5 section 1 of this Contract, the Employer shall have the right to terminate the Contract and demand contractual penalties in accordance with § 8 section 1 point 1) of this Contract.
2. Notwithstanding other contractual provisions, if the Contractor performs the Subject of the Contract in a manner inconsistent with the provisions of the Contract or violating the interest of the Employer and does not change the manner of the performance hereof within a period specified in a written notice of the Employer, the Employer shall have the right to terminate the Contract and demand contractual penalties in accordance with § 8 clause 1 point 1) of the Contract.
3. In the case of damage exceeding the amount of contractual penalties specified in this Contract, the Employer shall have the right to claim redress of the damage on general principles set out in the Civil Code.

§ 10

1. The Contractor undertakes to comply in the performance of the Subject of the Contract with all provisions of applicable laws concerning data protection, protection of classified information and protection of trade secret in trading.
2. The obligation referred to in section 1 shall not apply to the generally known information and provision of the information on the basis of mandatory provisions of the law, in particular at a request of a court, prosecutor's Bureau, tax authorities or audit authorities.
3. The following information shall not be considered classified information:
 - 1) the information which is or becomes public information in circumstances not resulting from an unlawful or violating act by the Contractor, or
 - 2) the information that is already known to the Contractor, as proved by reliable evidence, or
 - 3) the information that is approved for dissemination on the basis of the prior written consent of the Employer, or
 - 4) the information that is delivered to the Contractor by a natural or legal person not being a Party to the Contract in accordance with the law, without restrictions and violation of the provisions of this Contract.
4. Each Party shall exercise due diligence in order to prevent a disclosure or use by third parties of the confidential information of the other Party. Each Party undertakes to restrict the access to confidential information solely to those employees or partners of the Party who require this information in order to perform activities for the other Party and who assumed obligations arising from the Contract.

§ 11

All correspondence shall be sent to the following addresses:

1. Employer -
2. Contractor -

§ 12

1. The Contractor may not entrust the performance of the Contract to a third party within the scope other than the scope specified by the Contractor in the proposal or assign to a third party its claims arising from this Contract.
2. All amendments to this Contract shall be made in writing or otherwise shall be null and void.
3. Any matters not regulated by this Contract shall be governed by the provisions of the Act of April 23, 1964 - Civil Code (Journal of Laws No. 16, item 93 as amended), the Act of January 29, 2004 - Public Procurement Law (consolidated text: Journal of Laws of 2010 No. 113, item 759 as amended).
4. The Parties undertake to resolve disputes between the Parties by mutual negotiations and only if negotiations are unsuccessful, before a common court with jurisdiction over the registered Bureau of the Employer.
5. The Contract was drawn up in four counterparts, three counterparts for the Employer and one for the Contractor.

EMPLOYER:

CONTRACTOR:

.....
(Contractor's address stamp)

DECLARATION
ON FULFILLING THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

As provided for by Article 44 of the act of January 29, 2004 Public Procurement Law (consolidated text: Journal of Laws of 2010 No. 113, item 759 as amended), in entering into the contract award procedure conducted in the form of an open tender for the performance of an external review of the activities of the Polish Accreditation Committee we declare that the company represented by us meets the conditions for the participation in the procedure set out in Article 22 section 1 of the Public Procurement Law of January 29, 2004 (consolidated text: Journal of Laws of 2010 No. 113, item 759 as amended) related to:

- 1) holding licenses to perform specific activity or operation, if the provisions of the law impose an obligation to hold them;
- 2) having knowledge and experience;
- 3) having appropriate technical potential and persons capable of performing the contract;
- 4) economic and financial standing.

..... date:
(place, date)

.....
(Signature of authorized representative of the Contractor)

.....
(Contractor's address stamp)

DECLARATION
ON THE ABSENCE OF GROUNDS FOR EXCLUSION FROM THE
PARTICIPATION IN THE PROCEDURE

In entering into the contract award procedure conducted in the form of an open tender for the performance of an external review of the activities of the Polish Accreditation Committee

we declare that the company represented by us

is not subject to exclusion from the contract award procedure in the circumstances referred to in Article 24 section 1 of the Public Procurement Law of January 29, 2004 (consolidated text: Journal of Laws of 2010, No. 113, item 759 as amended);

..... date:
(place, date)

.....
(Signature of authorized representative of the Contractor)

.....
(Contractor's address stamp)

PROPOSAL FORM

Biuro Polskiej Komisji Akredytacyjnej
[Bureau of the Polish Accreditation Committee]
ul. Żurawia 32/34
00-515 Warsaw

We, the undersigned:

.....

.....
acting for and on behalf of the Contractor/Contractors acting jointly*:

.....
(Full name of the Contractor/representative of Contractors acting jointly)

.....
(Registered address of the Contractor/representative of Contractors acting jointly)

.....
(Mailing address of the Contractor/representative of Contractors acting jointly)

.....
(Telephone number/Fax number)

Registered names and addresses of Contractors acting jointly*:

.....
.....
.....

in entering into the contract award procedure for the performance of an external review of the activities of the Polish Accreditation Committee (procedure ref. no.: BPKA-ZamP-251-06-13)

1. We offer to perform the subject of the contract whose scope is specified in the Terms of Reference at the net price of: gross
.....
2. We declare that the above gross price will be applied throughout the entire term of the contract performance in settlements of the Employer with the Contractor, in accordance with the terms set out in the Terms of Reference.
3. We declare that we have read the Terms of Reference, we do not make any reservations to them and during the period of the contract performance we will perform the contract on the terms set out in the Terms of Reference and our proposal.
4. We declare that we consider ourselves bound by this proposal for the period of 30 days counting from the proposal submission deadline.
5. We declare that we have read the specimen contract contained in the Terms of Reference, we accept it

without reservations and we undertake to conclude the contract upon conditions specified therein in the place and on the date set by the Employer if our proposal is selected.

6. We declare that we intend to entrust the following parts of the contract to subcontractors*:

No.	Scope of services entrusted to subcontractors

7. Appendices to the proposal:

1)

2)

.....

..... date:
(place, date)

.....
(Signature of authorized representative of the Contractor)

* delete as appropriate

.....
 (Contractor's address stamp)

LIST OF SERVICES

In entering into the contract award procedure conducted in the form of an open tender for the performance of an external review of the activities of the Polish Accreditation Committee, in order to confirm the satisfaction of the conditions to participate in the procedure referred to in section 4.1.1 letter b) of the ToR we declare that the company represented by us implemented or is implementing the following services:

No.	Subject of the contract	Date of implementation: commencement and completion of the contract (day, month, year)	Gross value of the contract (in EUR)	Customer (address stamp of the customer and a legible signature)

NOTE:

..... date:
 (place, date)

.....
 (Signature of authorized representative of the Contractor)

.....
(Contractor's address stamp)

DECLARATION

In entering into the contract award procedure conducted in the form of an open tender for the performance of an external review of the activities of the Polish Accreditation Committee

we declare that the company represented by us

- does not belong to any capital group, which is mentioned in Article 24 section 2.5 of the Public Procurement Law of January 29, 2004 (consolidated text: Journal of Laws of 2010, No. 113, item 759 as amended);
- does belong to capital group, which is mentioned in Article 24 section 2.5 of the Public Procurement Law of January 29, 2004 (consolidated text: Journal of Laws of 2010, No. 113, item 759 as amended). The Contractor should submit a list of entities belonging to the same capital group.

..... date:
(place, date)

.....
(Signature of authorized representative of the Contractor)

*delete as appropriate