

Warszawa, dnia 20 sierpnia 2018 r.

BA-F-II-3710-22/18

Do Wykonawców

Dotyczy: postępowania o udzielenie zamówienia publicznego na „Zapewnienie tłumaczenia dokumentów i spotkań w podziale na 4 zadania”.

ZMIANY TREŚCI SIWZ NR 2

Ministerstwo Sprawiedliwości, jako Zamawiający w przedmiotowym postępowaniu, działając zgodnie z art. 38 ust. 2 i 4 ustawy z dnia 29 stycznia 2004 r. Prawo zamówień publicznych (t.j. Dz. U. z 2017 r., poz. 1579, 2018 r.) – zwanej dalej „ustawą”, w związku z art. 38 ust. 1 ustawy, przekazuje treść pytania i dokonuje zmiany treści Specyfikacji Istotnych Warunków Zamówienia – zwanej dalej „SIWZ”.

Pytanie nr 1

W odniesieniu do opublikowanego postępowania nr BA-F-II-3710-22/18, chcielibyśmy zgłosić, iż opublikowany tekst próbny do zadania 4 jest taki sam jak w przypadku unieważnionego postępowania nr BA-F-II-3710-7/18. Narusza to zasady uczciwej konkurencji, ponieważ inni Wykonawcy mogą mieć wgląd w naszą ofertę z poprzedniego przetargu. W związku z powyższym wnosimy o zmianę tekstu próbnego do zadania 4.

Odpowiedź

Zamawiający dokonuje zmiany w treści SIWZ.

Zmiana treści SIWZ

Ministerstwo Sprawiedliwości zgodnie z art. 38 ust. 4, ustawy Pzp zmienia treść SIWZ w następujący sposób.

w Tomie I, Rozdział 1, pkt 18.4.2 tekst w języku angielskim do przetłumaczenia na język polski w ramach kryterium „Jakość tłumaczenia” zostaje zastąpiony następującym tekstem o następującej treści:

“In the case of Grzona v. Poland,

The European Court of Human Rights [...]

Having deliberated in private on 3 June 2014,

Delivers the following judgment, which was adopted on that date:

[...]

PROCEDURE

1. The case originated in an application (no. 3206/09) against the Republic of Poland lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a Polish national, Mr Jan Grzona (“the applicant”), on 23 December 2008.

2. The applicant was represented by Ms M. Gąsiorowska, a lawyer practising in Warsaw. The Polish Government (“the Government”) were represented by their Agent, Ms J. Chrzanowska of the Ministry

of Foreign Affairs.

3. On 26 November 2012 the application was communicated to the Government.
[...]

THE FACTS

I. THE CIRCUMSTANCES OF THE CASE

4. The applicant, Mr Jan Grzona, is a Polish national who was born in 1956 and lives in Radom.

A. Main proceedings (case nos. V GNs 2/93; V GNs 3/02; V GNs 1/05)

1. Before 1 May 1993

5. On 1 February 1993 the applicant and his wife lodged a motion with the Radom District Court (*Sąd Rejonowy*) for dissolution of co-ownership of a civil association (*zniesienie współwłasności spółki cywilnej*) and for division of its property (*podział majątku spółki cywilnej*). One M.J. was also a co-owner and a party to the proceedings. A petrol station was a subject of the civil association's business activity.
[...]

17. On 28 November 2006 the Radom District Court delivered a second first-instance decision, granting the ownership of the petrol station to M.J. and his spouse and ordered him to pay to the applicant and his wife an equivalent of their share in the property in ten instalments.

18. The applicant appealed. In the course of the appeal proceedings the applicant lodged a motion for an additional expert's report. The report was submitted on 4 June 2007.

19. On 19 October 2007 the Radom Regional Court merely changed the wording of the decision of 28 November 2006 and dismissed the remainder of the applicant's appeal.

20. On 28 May 2008 the Supreme Court (*Sąd Najwyższy*) refused to examine the applicant's cassation appeal.
[...]

THE LAW

I. ALLEGED VIOLATION OF ARTICLE 6 § 1 OF THE CONVENTION ON ACCOUNT OF THE UNREASONABLE LENGTH OF THE PROCEEDINGS

28. The applicant complained that the length of the proceedings had been incompatible with the "reasonable time" requirement, laid down in Article 6 § 1 of the Convention, which reads as follows:

"In the determination of his civil rights and obligations ..., everyone is entitled to a ... hearing within a reasonable time by [a] ... tribunal..."

29. The Government contested that argument.
[...]

A. Admissibility [...]

36. The Court further notes that this complaint is not manifestly ill-founded within the meaning of Article 35 § 3 of the Convention. It is not inadmissible on any other grounds. It must therefore be declared admissible.

B. Merits

[...]

40. The Court has frequently found violations of Article 6 § 1 of the Convention in cases raising issues similar to the one in the present case (see *Frydlender*, cited above).

41. Having examined all the material submitted to it, the Court considers that the Government have not put forward any fact or argument capable of persuading it to reach a different conclusion in the present case. The Court notes, in particular, the overall length of the proceedings which amounted to over fifteen years for three levels of jurisdiction. It also cannot be said that the applicant abused his

procedural rights; rather, by seeking a number of expert opinions he engaged in legitimate procedural activity in asserting his civil claim. The Court observes in this respect that a duty to administer justice expeditiously was incumbent on the national courts. Having regard to its case-law on the subject, the Court considers that in the instant case the length of the proceedings was excessive and failed to meet the "reasonable time" requirement. There has accordingly been a breach of Article 6 § 1.

[...]

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. Declares the application admissible;
2. Holds that there has been a violation of Article 6 § 1 of the Convention;
3. Holds

(a) that the respondent State is to pay the applicant, within three months, EUR 8,000 (eight thousand euros) in respect of non-pecuniary damage and EUR 1,300 (one thousand three hundred euros) in respect of costs and expenses, plus any tax that may be chargeable, to be converted into the currency of the respondent State at the rate applicable at the date of settlement;

(b) that from the expiry of the above-mentioned three months until settlement simple interest shall be payable on the above amounts at a rate equal to the marginal lending rate of the European Central Bank during the default period plus three percentage points;

4. Dismisses the remainder of the applicant's claim for just satisfaction.

Done in English, and notified in writing on 24 June 2014, pursuant to Rule 77 §§ 2 and 3 of the Rules Of Court."

Jednocześnie w wyniku powyższych zmian Zamawiający zmienia:

- 1) termin składania ofert na dzień 30.08.2018 r. godz. 12:00.
- 2) termin otwarcia ofert na dzień 30.08.2018 r. godz. 13:00.

Zmiany treści SIWZ są wiążące dla Wykonawców.

DYREKTOR
Biura Finansów

Jarosław Wyęgowski