



POLSKA
ORGANIZACJA
TURYSTYCZNA

Procedure No.: 34/2018/BP

Terms of reference (TOR)

OPEN TENDER

Description of the subject matter of the Contract

A comprehensive preparation and performance of the "V4 Australia" promotional action.

The subject matter of the Contract is to comprehensively prepare and perform the "V4 Australia" promotional action through a promotional campaign focused on the countries of the Visegrad Group (Poland, Czechia, Slovakia, Hungary), across Australia, during the November - December 2018 period.

APPROVED:

Warsaw, 19 November 2018

Terms of reference include:

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I. THE NAME (COMPANY) AND THE ADDRESS OF THE CONTRACTING AUTHORITY.

Polish Tourism Organisation (PTO)
Chalubinskiego 8, 00-613 Warsaw
Fax: +48 (22) 536 70 70
Website: www.pot.gov.pl
E-mail: pot@pot.gov.pl
REGON (Business Registration Number): 016213775
NIP (VAT Identification Number): 525-21-50-196

II. CONTRACT AWARD PROCEDURE.

The procedure is conducted in a manner of an open tender, on the grounds of the article 10, paragraph 1 and the article 39 of the Public Procurement Law Act of January 29, 2004 (Journal of Laws from 2017, item 1579, as amended), further referred to as "PPLA", for services with a value not exceeding the amount stated in the article 11, paragraph 8 of the PPLA (i.e. 144,000 EUR).

III. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

1. The subject matter of the contract is **a comprehensive preparation and performance of the "V4 Australia" promotional action.**
2. Detailed description of the subject matter of the Contract can be found in the Appendix No. 1 of the TOR.
3. Common Procurement Vocabulary code (CPV): **79342000-3**
4. The Contracting authority does not permit submitting partial tender offers.
5. The Contracting authority does not permit submitting variant tender offers.
6. The Contracting authority makes no provision for awarding supplementary contracts, referred to in the article 67, paragraph 1, subclause 6 of the PPLA.
7. The Contracting authority makes no provision for entering into a framework agreement.
8. The Contracting authority makes no provision for an electronic auction.
9. Settlement with the Contractor shall be done in PLN.
10. The Contracting authority makes no provision for a reimbursement of expenses stemming from participating in the procedure, on the grounds of the article 93, paragraph 4, of the PPLA.
11. The Contracting authority does not limit the participation in the public procurement procedure of these Contractors, whose persons with disabilities make up over 50% of the staff.
12. On the grounds of the article 36 b, paragraph 1 of the PPLA, the Contractor **is obliged** to include the information about the part of the Contract which he is going to delegate to subcontractors and provide the names of the subcontractors in the tender offer. The Contracting authority does not reserve any part of the Contract from subcontractors.

IV. PERFORMANCE DATE OF THE CONTRACT.

The Contract is due to be performed by 18 December 2018.

V. CONDITIONS FOR THE PARTICIPATION IN THE CONTRACT AND THE DESCRIPTION OF THE PROCESS OF EVALUATING THE COMPLIANCE WITH THESE CONDITIONS.

1. The Contractors eligible for the procurement procedure:
 - 1) are not subject to exclusion, on the grounds of the article 24, paragraph 1, subclauses 12 - 23 of the PPLA. The Contracting authority makes no provision for excluding the Contractor on the basis of the article 24, paragraph 5, subclause 1 of the PPLA.
2. The Contracting authority is authorised, at any stage of the procedure, to declare that the Contractor does not possess the abilities required for the performance of the Contract, especially, if the Contractor's resources are allocated in other business ventures which impair the performance of the Contract.
3. In the case of Contractors participating in the procurement procedure together, the conditions specified in the chapter V. 1. 2) of these TOR can be met only if the Contractors confirm their eligibility to participate in the procedure and confirm that there is absence of a basis for exclusion in terms of each Contractor's eligibility to participate in the procedure and the lack of a basis for exclusion.
4. On the grounds of the article 24, paragraph 1, subclauses 13 and 14 as well as 16-20 of the PPLA, the Contractor who is subject to exclusion may present evidence that his actions and resources are sufficient in establishing his reliability, especially by fixing damages stemming from a crime or a fiscal crime, providing redress or fixing the damages caused, fully explaining the situation and cooperating with the law enforcement authorities as well as taking all technical, organisational and human actions necessary in preventing further crimes or fiscal crimes or preventing his further improper conduct. The regulation specified in the first sentence shall not be applied to the collective entities which received a court ruling prohibiting them from participating in the procedure and whose prohibition period is not over.
5. The Contractor is not subject to exclusion if the Contracting authority, given the importance and the specific circumstances of the Contractor's action, considers the evidence specified in subclause 4 sufficient.
6. The Contracting authority can exclude the Contractor at any stage of the procurement procedure.
7. The evaluation of compliance with the conditions for participation in the procedure will be conducted on the basis of the documents and the declarations specified in the chapter VI, on the principle of fulfils/ does not fulfil.
8. Additionally, only the Contractors who can perform the Contract in compliance with the **Appendix No. 1 of the TOR are eligible for the participation in the procedure.**

VI. LIST OF DECLARATIONS OR DOCUMENTS CONFIRMING THE COMPLIANCE WITH THE CONDITIONS FOR PARTICIPATION AND PROVIDING THE ABSENCE OF A BASIS FOR EXCLUSION.

1. Every Contractor shall attach a current, at the date of the submission, declaration to his tender offer, regarding the extent provided in the Appendix No. 3 of the TOR. The information included in the declaration shall serve as a preliminary confirmation that the Contractor is not subject to exclusion and complies with the conditions of participating in the procedure.
2. In the case of Contractors participating in the procurement procedure together, the declaration specified in the subclause 1, chapter VI of these TOR, shall be submitted by each of the Contractors. The declaration must confirm the compliance with the conditions to participate in the procedure and the absence of a basis for exclusion in

terms of each Contractor's eligibility to participate in the procedure and the absence of a basis for exclusion.

3. The Contracting authority requests that the Contractor who intends to delegate the part of the Contract to subcontractors, in order to demonstrate the absence of a basis for exclusion of them from the procedure, shall include information about these subcontractors in the declaration specified in the subclause 1, chapter VI of these TOR.
4. The Contracting authority, in compliance with the article 24aa of the PPLA, first and foremost will evaluate tender offers, afterwards investigating if the Contractor whose tender offer was assessed the highest is not subject to exclusion and complies with the conditions of participating in the procedure.
5. The Contractor shall, within 3 days' time since the online publication of information specified in the article 86, paragraph 5 of the PPLA, provide the Contracting authority with the declaration confirming a membership or the absence of a membership in a capital group (Appendix No. 5 to these TOR constitutes a template of the abovementioned declaration), specified in the article 24, paragraph 1, subclause 23 of the PPLA. Along with the submission of the declaration, the Contractor may present evidence to show that his relationship with the other Contractor does not lead to distortion of competition in the procedure of procurement award.
6. The tender offer constitutes:
 - 1) Fulfilled and signed Bidding form, in compliance with the template in the Appendix No. 2 to these TOR, along with the concept (presentation) of performing a CPM range campaign, which shall be presented in paper and electronic forms,
 - 2) Full authorisations,
 - 3) A declaration regarding compliance with the conditions of participating in the procedure and proving the absence of a basis for exclusion, in compliance with the template in the Appendix No. 3 to these TOR.

VII. INFORMATION REGARDING THE MEANS OF COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND THE CONTRACTORS, THE TRANSFER OF STATEMENTS AND DOCUMENTS AS WELL AS INDICATING AUTHORISED PERSONS to contact the Contractors.

1. With the exceptions specified in the Law Act, all declarations, requests, notifications and information between the Contracting authority and the Contractor shall be transmitted:
 - 1) **in writing to the address Polish Tourism Organisation, Chalubinskiego 8, 00 - 613 Warsaw, or**
 - 2) **via fax at +48 22 536 70 04, or**
 - 3) **via email: barbara.polanska@pot.gov.pl**
2. If the Contracting authority or the Contractor wishes to transmit declarations, requests, notifications and information via fax or email, each of the parties, at the request of the other, will immediately confirm the fact of receiving any of the abovementioned.
3. The Contractors who did not submit a declaration specified in the article 25a, paragraph 1 of the PPLA, declarations or documents confirming the circumstances specified in the article 25, paragraph 1 of the PPLA or any other documents necessary to conduct the procedure or any incomplete declarations and documents containing errors or raising doubts indicated by the Contracting authority, the Contracting authority requests to submit, complete, correct them or provide an explanation of them, on the date indicated by the Contracting authority, unless the Contractor's tender offer is subject to

exclusion or the procedure may be subject to nullification, despite the submission, completion, correction and providing an explanation.

4. If the Contractor did not submit the necessary full authorisations or submitted defective full authorisations, the Contracting authority requests a submission of them by the date indicated by the Contracting authority, unless the Contractor's tender offer is subject to exclusion or the procedure may be subject to nullification, despite the submission of full authorisations. Full authorisation shall be submitted by means of the original, issued by competent authorities entitled to represent the Contractor, or in the form of a notarized copy.
5. The Contractor may turn to the Contracting authority for a clarification of these TOR. The Contracting authority shall provide clarification as soon as possible, no later than 2 days before the deadline for the submission of tender offers, provided that the request for clarification of these TOR reaches the Contracting authority no later than by the end of the day on which the deadline for the submission of tender offers expires.
6. The Contracting authority will transmit the content of the clarification simultaneously to all Contractors who received the TOR, as well as publish it on the website without disclosing the identity of the entity requesting the clarification.
7. Where appropriate, the Contracting authority may modify the content of the TOR before the deadline for the submission of tender offers. The modification of the TOR will be transmitted simultaneously to all Contractors who received the TOR, as well as published on the website by the Contracting authority. Every implemented modification shall constitute an integral part of these TOR.
8. The person authorised to contact the Contractors: **Barbara Polańska - phone 22 536 70 34.**

VIII. REQUIREMENTS REGARDING TENDERING SECURITY.

The Contracting authority does not require a submission of a tendering security.

IX. TENDER MAINTAINING PERIOD.

1. The Contractor, in compliance with the article 85, paragraph 1, subclause 1 of the PPLA, shall maintain his tender offer for a period of 30 days.
2. Abovementioned period starts at the expiration of the deadline for the submission of tender offers.
3. The Contractor, on his own or upon Contracting authority's request, may extend the tender maintaining period, provided that the Contracting authority, only once, at least 3 days before the end of the tender maintaining period, asks the Contractors to give their consent to extend the tender maintaining period for an indicated duration, though no longer than 60 days.

X. DESCRIPTION OF PREPARING TENDER OFFERS.

1. The Contractor shall incur the full cost associated with the preparation and submission of a tender offer.
2. The Contractor has the right to submit only one offer. If the Contractor submits more than one offer, all of the offers shall be excluded, on the grounds of the article 89, paragraph 1, subclause 1 in regard to the article 82, paragraph 1 of the PPLA.
3. The content of the tender offer must comply with the content of the TOR.
4. It is advised that all written, printed pages of the tender offer shall be in a numbered

order, joined in a manner which will not allow for dismantlement of them.

5. The tender offer shall be drawn up in Polish or in English, using a typewriter, a computer or any other permanent and intelligible office form.
6. Any actions of amending, changing or deleting a text in the tender offer shall be initialled and dated by the person authorised to sign the tender offer.
7. The tender offer and the declarations have to be signed by the person/persons authorised to represent and to make declarations of interest on behalf of the Contractor - in compliance with an entry in the appropriate registry.
8. If the authorisation to sign the tender offer and declarations, represent the Contractor/Contractors in the conduct and enter into obligations in the amount corresponding to the price of the tender offer, stems from the full authorisation, it shall be signed by the person/persons authorised, in compliance with an entry in the appropriate registry and attached to the tender offer. The full authorisation shall be submitted by means of the original, or in the form of a notarized copy.
9. Subclause 8 applies accordingly to every further full authorisation.
10. The person/persons signing the tender offer must be authorised to enter into obligations in the amount corresponding to the price of the tender offer, in compliance with an entry in the appropriate registry.
11. Documents required by the TOR which are to be drawn up in a foreign language must be submitted along with a translation into Polish.
12. All tender offers and all attached declarations, translations and other documents shall be initialled by at least one person authorised to sign the tender offer. This applies to both the original declarations and documents and to the certified true photocopies.
13. The Contracting authority shall notify that, on the grounds of the article 8, in connection with the article 96, paragraph 3 of the PPLA, the tender offers submitted in the procedure of public procurement are disclosed and are subject to public availability as soon as they are opened, with the exception of information regarded as a business secret, as defined in the act of 16 April 1993 on combating unfair competition (Journal of Laws from 2018, item 419, as amended), if the Contractor stipulated the information and proved that this stipulated information constitutes a business secret.
14. The Contracting authority recommends the stipulated information regarded as a business secret to be submitted by the Contractor in a separate envelope inside the tender offer and marked: business secret, or stapled and separated from the disclosed components of the tender offer. A lack of an explicit indication which information is a business secret shall mean that all documents and pieces of information submitted with the tender offer can be disclosed. Along with stipulating the information which constitutes a business secret, the Contractor shall attach an explanation to the tender offer, justifying the stipulation and providing evidence of fulfilling the legal basis necessary to stipulate this information.
15. In case of an ambiguous indication which information is a business secret, or a lack of evidence justifying this stipulation and not providing evidence of fulfilling the legal basis necessary for the stipulation, the Contracting authority may not recognise the validity of stipulation, and may do so without requesting explanation from the Contractor. In such a case, the Contracting authority shall be relieved of any liability stemming from disclosing the abovementioned information to third parties. Stipulating information, data, documents or declarations which do not constitute a business secret, in the meaning of the act on combating unfair competition or failing to indicate that the

- stipulated information constitutes company's business secrets, causes its declassification.
16. "Business secret" shall be understood as technical, technological, organisational or other information of commercial value, which is not disclosed to the public, to which the entrepreneur has taken the necessary steps to maintain confidentiality - article 11, paragraph 4 of act of 16 April 1993 on combating unfair competition.
 17. Stipulating information which does not constitute a business secret, as defined in the act on combating unfair competition, will be treated as ineffective and will cause its declassification, as stipulated by the Supreme Court's decision of 21 October 2005 (file ref. no. III CZP 74/05).
 18. The tender offer shall contain all necessary documents, attachments, declarations listed in these TOR.
 19. If the tender offer is submitted by Contractors participating in the procurement procedure together, these Contractors shall bear joint responsibility for failing to perform or for an improper performance of the liability.
 20. The tender offer of the abovementioned Contractors must be signed in such a way as to legally bind all of the Contractors.
 21. In the event of the tender offer being submitted by Contractors participating in the procurement procedure together, a document fully authorising Contractors' representative in the procedure of the procurement award or fully authorising Contractors' representative to enter into the public procurement contract has to be attached to the tender offer. The full authorisation shall be submitted by means of the original, or in the form of a notarized copy.
 22. This document's authenticity has to be certified either by the Contractor, by the entity on whose abilities and situation the Contractor relies on, by the Contractors participating together in the procedure of public procurement award, or, by subcontractors, within the range which concerns each and every one of them.
 23. It is recommended to draw up tender offers in compliance with the template attached to these TOR (Appendix No. 2 to these TOR). Not complying with the template specified in the Appendix No. 2 shall not result in rejecting the offer. However, the Contracting authority requires that all necessary declarations specified in the template of a tender offer must be included.
 24. A tender offer shall be submitted in a sealed, intact packaging.
 25. Tender offer's packaging shall be labelled as follows:

A comprehensive preparation and performance of the "V4 Australia" promotional action.

Procedure no 34/2018/BP

Do not open before 27.11.2018 r., 11:30 a.m.

Addressee: Polish Tourism Organisation, Chalubinskiego 8, 00 – 613 Warsaw,
sender: name, Contractor's full address and phone numbers (a stamp is permitted).

Caution: The Contracting authority shall not be liable for opening the tender offer ahead of the schedule in case the packaging is mislabelled.

26. In compliance with the article 84, paragraph 1 of the PPLA, the Contractor can change or withdraw his tender offer before the deadline for the submission of tender offers. The Contracting authority must be notified in writing about any modifications to a tender offer or about any intentions of withdrawing an offer before the deadline for the submission of tender offers.

27. Changes to a tender offer must be put in a separate, sealed and intact envelope with a note "CHANGE". The envelope must be labelled with the Contractor's name, full address and Contractor's phone number (a stamp is permitted).
28. The Contractor shall not be permitted to withdraw an offer or modify it after the deadline for the submission of tender offers.

XI. PLACE AND TIME FOR THE SUBMISSION AND OPENING OF TENDER OFFERS.

1. Tender offers shall be submitted in the Contracting authority's headquarters:
Polish Tourism Organisation
Chalubinskiego 8, 00-613 Warsaw
00-613 Warsaw
19th floor - secretary's office
2. The deadline for the submission of tender offers expires on **27.11.2018 at 11:00 a.m.**
3. The opening of tender offers will take place in the Contracting authority's headquarters on **27.11.2018 at 11:30 a.m.** in a conference room: PTO's 19th floor.
4. The opening of tender offers is non-confidential. The attendance of Contractors is not mandatory.
5. During the opening of tender offers the Contracting authority will read the information specified in the article 86, paragraph 4 of the PPLA.
6. Immediately after opening tender offers the Contracting authority will publish, on his website, information regarding:
 - 1) the figure which will be allocated to finance the Contract;
 - 2) companies and addresses of the Contractors, who submitted their tender offers on time;
 - 3) prices, the performance date of the Contract, the duration of the guarantee and the payment terms, if specified in the tender offers.

XII. DESCRIPTION OF THE METHOD USED FOR THE CALCULATION OF THE PRICE.

1. The price indicated in the tender offer must take into account all expenses that the Contractor will incur arising from the proper performance of the subject matter of the Contract, according to the rules specified in the TOR, especially according to the detailed description of the subject matter of the Contract and the Contract itself.
2. Gross price is to include due VAT.
3. If there is a submission of a tender offer which imposes a tax duty on the contracting authority due to the VAT tax, the Contracting authority, in order to evaluate the abovementioned tender offer, will increase its price by the VAT tax which will have to be invoiced according to the regulations. In the case of such event, the Contractor submitting a tender offer is obliged to notify the Contracting authority that the selection of his tender offer will impose a tax duty on the Contracting authority, indicating the name (form) of the service imposing the duty and indicating the amount without the tax.

XIII. DESCRIPTION OF THE CRITERION WHICH THE CONTRACTING AUTHORITY WILL USE IN SELECTING A TENDER OFFER, ALONG WITH DESCRIPTIONS OF THE MEANING OF THE CRITERIA AND THE METHOD FOR EVALUATING TENDER OFFERS.

1. The Contracting authority will evaluate submitted tender offers using the criteria below:

No.	Criterion	Weight
1.	Price	10 %
2.	Key Performance Indicator Achievement (KPI)	90 %

"Price" criterion (P) - weight 10%. The points for the "Price" criterion will be calculated as follows:

$$P = P_{\min}/P_o \times 10 \text{ pts}$$

where:

P - the amount of points given for the "Price" criterion;

P min - the lowest priced offer from all of the valid and unrejectable tender offers;

Po - the price of the currently evaluated tender offer;

"Key Performance Indicator Achievement (KPI)" criterium - weight 90%.

The points for the "Key Performance Indicator Achievement (KPI)" criterion will be calculated as follows:

$$P_T = T_o / T_{\max} \times 90 \text{ pkt}$$

where:

P_T - the points given to the currently evaluated tender offer for the "Key Performance Indicator Achievement (KPI)" criterion,

T_max - the highest value in the criterion across all offers,

T_o - the value of the criterion in the currently evaluated tender offer,

A tender offer will receive 0 points if a Contractor declares an equal or a smaller issue of the following Key Performance Indicators (KPI) for at least one of the communication channels mentioned below:

Facebook - 5,000 clicks

Instagram - 4,000 clicks

Google Search - 12,000 clicks

An offer will receive 0 points if the Contractor changes KPI balance values between the communication channels mentioned below:

Facebook – 23.8%

Instagram – 19.04%

Google Search - 57.14%

The Contracting authority allows for a deviation from the aforementioned % values of up to 0.2 percentage points.

The points will be awarded by the members of a tender committee, the appointed organisational unit, according to the subject matter of the Contract, in compliance with the regulations mentioned above. The amount of points awarded by the members of the tender committee evaluating in a certain criterion will be summed, and divided by the amount of evaluating committee' members.

2. Calculation will be conducted with up to two decimal places.
3. The most favourable offer will be the tender offer, which receives the highest amount of points after summing all of the points from all of the criteria.
4. During the process of investigating and evaluating tender offers the Contracting authority is authorised to demand clarification regarding content of tender offers.

XIV. INFORMATION ON FORMALITIES WHICH SHALL BE COMPLETED AFTER THE SELECTION OF A TENDER OFFER IN ORDER TO ENTER A CONTRACT REGARDING PUBLIC PROCUREMENT.

1. The Contractors taking part in the procurement will be notified of its results.
2. Upon approval of the most favourable offer, the notification about the selected tender offer will be published on the Contracting authority's website.
3. The Contracting authority will proceed with entering into a Contract with the selected Contractor, pursuant to the article 94 of the PPLA.
4. If the offer selected is an offer by the Contractors participating together in the procedure of public procurement award, both Contractors are obliged to provide the Contracting authority, within the deadline indicated by him, a contract governing their cooperation. The contract governing the cooperation between Contractors participating together in the procedure of procurement award shall define i.a.:
 - 1) the entities submitting the tender offer;
 - 2) the economic purpose of entering into the contract;
 - 3) the principles of managing affairs;
 - 4) the duration of the contract (it is required that this duration shall not be shorter than the period of the performance of the Contract) as well as the duration of the guarantee and/or the warranty.
5. Failing to submit the documents specified in the subclause 4 shall be treated by the Contracting authority as an example of repeal, in which case the Contracting authority will select the most favourable tender offer from the remaining offers.

XV. REQUIREMENTS REGARDING PROPER PERFORMANCE OF THE CONTRACT.

The Contracting authority does not require a submission of a tendering security for the proper performance of the Contract.

XVI. PROVISIONS OF THE CONTRACT, WHICH WILL BE INCLUDED IN THE CONTENT OF THE PUBLIC PROCUREMENT CONTRACT, GENERAL CONDITIONS, OR A MODEL CONTRACT, IF THE CONTRACTING AUTHORITY DEMANDS FROM THE CONTRACTOR ENTERING THE PUBLIC PROCUREMENT CONTRACT UNDER SUCH CONDITIONS.

The provisions of the Contract are specified in the Appendix No. 4 to these TOR.

XVII. INFORMATION PASSAGE ABOUT THE GDPR

In compliance with the article 13 paragraphs 1 and 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereafter referred to as "GDPR"), we inform that:

1. The data controller of your personal data is the Polish Tourism Organisation, with the headquarters in Warsaw, Chalubinskiego 8, NIP (VAT Identification Number): 525-21-50-196 (further referred to as "PTO" or "Data controller").
2. On any matters regarding processing of the data, the PTO's Data Protection Officer can be contacted either:
 - 1) by e-mail: dpo@pot.gov.pl or
 - 2) by writing to the data controller's address: Polish Tourism Organisation, Chalubinskiego 8, 19th floor, 00-613, Warsaw.
3. Your personal data will be processed according to the article 6 paragraph 1, point c) of GDPR necessary for public procurement contract award, conducted as an open tender, under the name *a comprehensive preparation and performance of the "V4 Australia" promotional action* number 34/2018/BP.
4. The recipients of your personal data will be entities, which will receive the procurement documents on the basis of the act of 6 September 2001 about access to public information (Journal of Laws from 2016, item 1764, as amended).
5. Your personal data will be stored, in compliance with the article 97, paragraph of the PPLA, for the duration of 4 years after the end of the procurement award procedure, and if the Contract's duration period exceeds 4 years, it will be stored for the duration of the Contract.
6. Your personal data will not be decided using automated means, as specified in the article 22 of the GDPR.
7. You have the right to:
 - 1) subject to the article 15 of the GDPR, the right to access your personal data;
 - 2) subject to the article 16 of the GDPR, the right to rectify your personal data¹;
 - 3) subject to the article 18 of the GDPR, the right to request the data controller to limit the processing of personal data, subject to the relevant provisions on the basis of the article 18 paragraph 2 of the GDPR.²
 - 4) the right to file a complaint with the President of the Personal Data Protection Office, if you regard that the processing of your personal data violates the GDPR legislation.

¹ Exercising the right to rectify your personal data will not change the outcome of the public procurement award procedure, nor change the provisions of the Contract as regards the PPLA, and shall not violate the integrity of the protocol and its appendices.

² The right to limit the processing does not apply to storing, in order to ensure the ability to use legal protection or in order to protect any natural or legal persons, or considering the protection of the European Union's public interest or any Member State's.

8. You do not have the right to:
 - 1) on the grounds of the article 17, paragraph 3, points b), d) and e) erase the personal data,
 - 2) transmit personal data, as specified in the article 20 of the GDPR,
 - 3) subject to the article 21 of the GDPR, the right to object to processing of the personal data, due to the basis of the processing of your personal data being the article 6, paragraph 1, point c) of the GDPR.

XVIII. LETTER OF RIGHTS DEFINING LEGAL PROTECTION WHICH THE CONTRACTOR IS ENTITLED TO THROUGHOUT THE PROCUREMENT PROCEDURE.

The legal protection has been specified in the Chapter VI of the PPLA. The Contractor and any other entity are entitled to legal protection if it has or had an interest in receiving a particular procurement and incurred or can incur damages as a result of the Contracting authority infringing the regulation of the PPLA. Additionally, other organisations specified on the list referred to in the article 154, subclause 5 of the PPLA are entitled to legal protection due to the procedure of the procurement and due to the TOR.

Description of the subject matter of the Contract

V4 Australia

The subject matter of the Contract is a **comprehensive preparation and performance of the "V4 Australia" promotional action through a promotional campaign focused on the countries of the Visegrad Group (Poland, Czechia, Slovakia, Hungary), across Australia, during the November - December 2018 period.**

The subject of work is to conduct a reach campaign, whose purpose is to increase the recognition of the Visegrad Group countries as interesting travel destinations for Australian residents and encourage them to book holidays in these countries.

Target group.

All adults living in Australia aged 25-35 with travel-related interests.

General conditions:

In order to perform the subject matter of the Contract, Contractor's responsibilities include:

1. recommendations regarding promotional campaign,
2. performance of an advertising campaign and publication of an advertisement in an online trade magazine.

1. Recommendations regarding the promotional campaign.

The Contracting authority expects from the Contractor - according to the media plan attached below - a recommendation regarding the number of clicks on the advertisement in the media channels included in the aforementioned media plan. The Contractor is also responsible for providing technical specifications to all of the advertising materials included in the media plan and the date of their delivery, which will allow for the promotional campaign to start in the time specified in the media plan.

The advertisement will direct to the website: <http://www.discover-ce.eu/>.

2. Performance of an advertising campaign and a publication of an advertisement in an online trade magazine.

1. The Contractor will prepare the media plan according to the Key Performance Indicator values recommended in points 2 and 3. An integral part of the media plan will be a list of keywords, which will be used during the campaign.

2. The Contractor will monitor and optimize the course of the campaign.

3. The Contractor will draw up a final report with the results of the campaign using screenshots taken on the first day of advertisements being displayed, and using an Excel table with the statistics concerning displayed advertisements.

3. The deadline for the campaign.

The campaign is to be performed during the date of signing a contract - 18th December 2018 period.

4. Key Performance Indicators.
 1. The number of clicks on the advertisement in the media channels included in the media plan.
5. The designs will be prepared by the Contracting authority according to the technical specifications delivered by the Contractor.
6. Charges stemming from the exchange rate differences will be covered by the Contractor.
7. The campaign budget along with the Contractor's remuneration: up to 262.982,00 PLN gross.
8. Media plan:

Publisher	Placement Targeting Data Options	Formats	Buying Model	Estimated Results
Facebook	News Feed individuals and families, Age: 25-35 Category : Travel, Lifestyle	Website Click Ads	CPC Max Bid	5 000 Clicks
Instagram		Website Click Ads	CPC Max Bid	4 000 Clicks
Google Search	Google search ads individuals and families, Age: 25-35 Category : Travel, Lifestyle	Headline 1: 30 Headline 2: 30 Description: 80	CPC	12 000 Clicks

Appendix No. 2 to the TOR

The Contracting Authority
Polish Tourism Organisation
Chalubinskiego 8, 00-613 Warsaw,
Poland
00-613 Warsaw

BIDDING FORM

The Contracting Authority
Polish Tourism Organisation
Chalubinskiego 8, 00-613 Warsaw, Poland
00-613 Warsaw

TENDER OFFER

The name and the address of the entity submitting a tender offer:

.....

VAT Identification Number (NIP) Business Registration Number (REGON)

.....

The correspondence address, in case the Contracting authority has to send any packages:

.....

The person authorised to contact the Contracting authority:

Phone number: (**) Fax: (**)

email

Responding to the tender regarding: a comprehensive **preparation and performance of the "V4 Australia" promotional action through a promotional campaign focused on the countries of the Visegrad Group (Poland, Czechia, Slovakia, Hungary), across Australia, during the November - December 2018 period.**

PRICE: gross PLN/AUD,

i.e. in words gross PLN/AUD.

Key Performance Indicators: declared value

Platform	The declared number of clicks on the advertisement	Share of Clicks (up to two decimal places)
Facebook		
Instagram		
Google Search		

2. I/We hereby declare that:

- 1) the subject matter of the Contract will be performed by the date specified in the TOR;

- 2) we acquainted ourselves with the requirements specified by the Contracting authority in the TOR, especially with the description of the subject matter of the Contract, we accept these requirements and have no objections regarding them;
- 3) we acquired every necessary information required to prepare and perform the Contract;
- 4) we accept the provisions of the Contract and agree to enter into the Contract on the basis of these provisions without any objections;
- 5) we consider ourselves bound by the tender maintaining period for a period of 30 days after the deadline for the submission of tender offers.

The part of the Contract which we are planning delegate to subcontractor/s includes (if applicable):

.....
.....

- 3. The tender offer was submitted on pages.
- 4. Integral parts of the offer attached to it:
 - 1),
 - 2),
 - 3),
 - 4),

.....
(date, name and surname as well as a signature
of the authorised Contractor's representative)

Appendix No. 3 to the TOR

Contractor's Stamp

--

Polish Tourism Organisation
Chalubinskiego 8
00-613 Warsaw

DECLARATION

Taking part in the procedure of public procurement award, conducted as an open tender, for a **comprehensive preparation and performance of the "V4 Australia" promotional action through a promotional campaign focused on the countries of the Visegrad Group (Poland, Czechia, Slovakia, Hungary), across Australia, during the November - December 2018 period.**

, case No.:/2018/BP, on behalf of the Contractor I/We submit as follows:

Part I: CONTRACTOR'S INFORMATION**A: Information about the Contractor**

Identification:	Reply:
Name:	[...]
Postal address:	[.....]
Person or persons authorised to contact ³ :	[.....]
Phone:	[.....]
Email address:	[.....]
Is the Contractor a ⁴ : - a microenterprise?	<input type="checkbox"/> Yes <input type="checkbox"/> No ⁵

³Information about the persons authorised to contact has to be repeated as many times as necessary.

⁴Cf. Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (Journal of Laws 20.5.2003 L 124, p. 36). This information is only used for statistical purposes.

Microenterprise: an enterprise employing less than 10 people and having a turnover or a balance sheet less than 2 mln EUR.

Small enterprise: an enterprise employing less than 50 people and having a turnover or a balance sheet less than 2 mln EUR.

Medium-sized enterprise: an enterprise which is not a microenterprise, nor a small enterprise, employing less than 250 people and having a turnover less than 50 mln EURO or a balance sheet less than 43 mln EUR.

⁵ Choose appropriately.

- a small enterprise? - a medium-sized enterprise?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No ⁶
<i>The form of participation:</i>	<i>Reply:</i>
Is the Contractor taking part in the procedure of public procurement award together with other Contractors (consortium)? ⁷	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes: a) indicate the function of the Contractor in the group (leader, responsible for set tasks, etc.): b) indicate other Contractors who take part in the procedure of public procurement award:	a): [.....] a): [.....]

B: Information regarding Contractor's representatives⁸

Persons authorised to represent:	Reply:
Name and surname,	[.....], [.....]
Position/performing as:	[.....]
Postal address:	[.....]
Phone:	[.....]
Email address:	[.....]
If deemed necessary, please provide detailed information regarding the representation (its form, extent, objective, etc.):	

C: Information regarding reliance on resources of other entities

<i>Indicating conditions with referral to the resources of other entities:</i>	<i>Reply:</i>
Is the Contractor relying on resources of other entities in order to comply with the conditions of participation in the procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, ⁹ provide: a) The name of the entity whose resources the Contractor relies upon b) the conditions which the Contractor complies with relying on the resources of another entity.	a) [....] b) [....]

⁶ Choose appropriately.⁷ If YES has been chosen, each of the Contractors applying for the procurement award submits the declaration separately.⁸ The information about the persons authorised to represent the Contractor has to be provided, as means necessary for the procedure on the basis of full authorisation. If there is no authorised person, the names listed in specific registries (e.g. KRS) are authorised to represent the Contractor in this procedure.⁹ Provide appropriate information as many times as necessary, depending on the amount of other entities referred to.

c) postal address:	c) [....]
The Contractor is obliged to fulfil the form in part II ("The basis for exclusion") separately for each and every entity whose resources the Contractor relies upon.	

D: Information regarding subcontractors whose resources the Contractor does not depend on

<i>Subcontracting:</i>	<i>Reply:</i>
Is the Contractor intending to delegate any part of the Contract to third parties?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, specify the part of the Contract which the Contractor intends to delegate to subcontractor/s.	[...]
If possible, provide a list of suggested subcontractors:	[.....]

Part II: The basis for exclusion

A: Information about the absence of circumstances specified in the article 24, paragraph 1 of the PPLA.

1. I declare that there are no **circumstances that apply to me** which were specified in the article 24, paragraph 1, subclauses 13-22 of the PPLA, which would result in exclusion from the procedure.¹⁰
2. Regarding the declaration specified in the Part 1, section C, made by this entity/ies:

.....,
,

I hereby indicate, relying on this entity/ies resources in order comply with the conditions of participation in this procedure, that there are no applicable circumstances specified in the article 24, paragraph 1, subclauses 12 - 23 of the PPLA.¹¹

B: Information about the presence of applicable circumstances specified in the article 24, paragraph 1 of the PPLA.¹²

I hereby declare that there is a basis for the exclusion from the procedure towards me/ towards this entity:¹³

¹⁰The Contractor can cross out this point if there is a basis for excluding him, and if he submits an appropriate declaration regarding this matter in the further part.

¹¹The Contractor can cross out this point if he himself indicates complying with the conditions of participation in the procedure, or, if there is a basis for exclusion for another entity, and he submits an appropriate declaration regarding this matter in the further part.

¹²The Contractor fills out this section only in the event of presence of the circumstances specified in the article 24, paragraph 1 towards, respectively, a contractor/ a third party.

¹³ Cross out where inapplicable.

.....,
.....,
on the grounds of the article 24, paragraph¹⁴ of the PPLA.

At the same time I declare that, on the grounds of the article 24, paragraph 8 of the PPLA, I have taken the following corrective measures, which, in my opinion, allow me to participate in the procedure:.....
.....

PART III: CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

I hereby declare that I comply with the conditions for participation in the procedure specified by the Contracting authority in the chapter V of TOR.

Part IV: FINAL PROVISIONS

The undersigned hereby declare that the information provided in the above Parts I-III are precise, correct and presented with a full awareness of the ramifications stemming from misleading the Contracting authority.

The undersigned hereby declare that they can, on demand and without any delay, present declarations and other documents, excluding cases where:

- a) the contracting institution or the contracting entity has the ability to acquire necessary documents via a free, national database in any member state, which would directly confirm the documents, or*
- b) the contracting institution or the contracting entity already acquired necessary documentation.*

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

.....
(the signature of the Contractor or the
authorised representative of the
Contractor)

¹⁴ The Contractor shall indicate the applicable basis for exclusion from the procedure.

Appendix No. 4 to the TOR

Provisions of the Contract

§ 2

1. The subject matter of the Contract is a comprehensive preparation and performance of the "V4 Australia" promotional action through a promotional campaign focused on the countries of the Visegrad Group (Poland, Czechia, Slovakia, Hungary), across Australia, during the November - December 2018 period.

§ 2

1. In order to perform the subject matter of the Contract, Contractor's responsibilities include:

- a) recommendations regarding promotional campaign,
- b) performance of an advertising campaign.

2. Recommendations regarding promotional campaign are meant as:

- a) providing the number of clicks on the advertisement/ the number of views in the media channels specified in the media plan constituting Attachment No.... of this Contract,
- b) providing technical specifications to all of the advertising materials included in the media plan and the date of their delivery, which will allow for the promotional campaign to start in the time specified in the media plan,
- c) directing clicks to the website: <http://www.discover-ce.eu/>.

3. Performance of an advertising campaign is meant as:

- a) preparing a media plan, which will constitute the Attachment No..... of this Contract
An integral part of the media plan will be a list of keywords used during the campaign,
- b) monitoring and optimizing the course of the campaign,
- c) drawing up a final report with the results of the campaign with the screenshots taken on the first day of advertisements being displayed, and with an Excel table with the statistics about displayed advertisements.

4. If the parties do not agree otherwise, the campaign will be run from social media profiles and from the Google Ads account belonging to the POT.

§ 3

1. The Contractor is obliged to perform the Contract according to the submitted offer, description of the subject matter of the Contract (Attachment No. 1 of this Contract) and the Contract entered into.

2. The Contractor undertakes to provide services at the highest professional level, in line with the applicable law and in line with the Contracting authority's interests as well as in cooperation with the abovementioned.

3. The Contractor will endeavour to efficiently and timely perform the subject matter of the Contract.

4. The Contractor, while performing this Contract, shall act with due care in regard to the applicable law, with the aim of professional approach of performing activities and - in particular - protecting the Contracting authority's best interests. Additionally, the Contractor

assures that the number of people involved in performing the Contract and their professional qualification will provide the highest quality performance of the subject matter of the Contract.

5. While conducting this Contract and performing activities on its basis, the Contractor can rely on third parties only to an extent necessary for a proper implementation of the abovementioned, with an indication that the Contractor is responsible for all of their actions in the same manner as he is responsible for his own.

§ 4

1. The Contracting authority agrees to cooperate with the Contractor in order to ensure a proper implementation of the Contract, especially in the regard of sharing all necessary documents, information and explanations, particularly in the event of absence of necessary documentation, in a way and within the time limits which allow for the correct performance of the responsibilities stemming from this Contract.

2. The designs will be prepared by the Contracting authority according to the technical specifications delivered by the Contractor.

§ 5

1. For a contact person and an overseer during the performance of the subject matter of the Contract, the Contracting authority appoints:

.....

2. For a contact person and a signatory for the acceptance protocol, the Contractor appoints:

.....

3. A change of individuals mentioned in paragraphs 1 and 2 of this clause does not change the Contract. The change occurs by written statement which notifies the other party of the change and establishes another individual or individuals, which were appointed for the performance of the subject matter of the Contract.

§ 6

1. For the conduct of the subject matter of the Contract, the Contractor shall be granted a remuneration of gross (in words:).

2. The reception of the subject matter of the Contract by the Contracting authority will be confirmed by the acceptance protocol, signed by the Contracting authority's appointed representative. The acceptance protocol will constitute the basis for the Contractor issuing a VAT invoice for an amount specified in § 6, paragraph 1.

3. The basis for payment will be the VAT invoice issued by the Contractor and approved by the Contracting authority.

4. The remuneration shall be paid by a transfer, within 14 days from the date of receiving the receipt. The day on which the transfer order is made by the Contracting authority shall be considered the date of payment.

5. The Contractor hereby consents to any deductions from the remuneration made by the Contracting authority if any contractual penalties arise.

6. Charges stemming from the exchange rate differences will be covered by the Contractor.

§ 7

1. For any delay in the performance of any part of the subject matter of the Contract mentioned in § 2, subclause 2, § 2, subclause 3 the Contractor shall pay the Contracting authority a contractual penalty of 0.5% total remuneration specified in § 6, paragraph 1 for every started day of delay in accordance with an approved media plan.
2. For failing to perform the subject matter of the Contract, the Contractor will be required to pay a contractual penalty in proportion to the total remuneration
3. The payment of the abovementioned contractual penalties shall not exclude the Contracting authority's right to pursue claims under general principles of civil law, in the event of the amount of damages exceeding the amount of contractual penalty.
4. The Contractor consents to any deductions from the remuneration specified in § 6, paragraph 1 stemming from any contractual penalties.
5. Contractual penalties shall add up.

§ 8

1. The Contracting authority has the right to withdraw from the Contract in the event of the Contractor failing to perform § 2, subclauses 2-5 of this Contract. The Contracting authority has the right to withdraw from the Contract by written statement delivered to the Contractor within 30 days from the date of receiving the information about the circumstances which might constitute the withdrawal.
2. The Contracting authority's right to withdraw does not limit its right to demand from the Contractor the contractual penalties mentioned in § 7.

§ 9

1. As part of the implementation of the Contract, at the time of the delivery of the subject of the Contract the Contractor transfers all copyrights and the exclusive right of authorising to use any related rights of the subject of the Contract onto the Contracting authority. This covers all fields of exploitation mentioned under article 50 in the Act of 4 February 1994 on Copyright and Related Rights (consolidated text J.L. of 2018, item 1191), especially:
 - a) fixation,
 - b) reproduction of the work in any way and in any form,
 - c) loading into the computer memory,
 - d) distribution in Poland and abroad,
 - e) broadcasting using computer networks (including Web),
 - f) exhibition, displaying,
 - g) free dissemination in all Contracting authority's promotional materials and in media.
2. Along with the transfer of the copyrights related to the subject matter of this Contract, the Contractor, due to the remuneration specified in § 6, paragraph 1, transfers onto the Contracting authority the ownership of the medium on which the subject matter of the Contract is fixed, at the same time transferring the right to modify the subject matter of the Contract in any way, while authorising the Contracting authority to exercise the related rights on all fields of exploitation specified in the paragraph 1.
3. The Contracting authority has the right to modify, adapt and combine the subject matter of the Contract with other projects and to use it on each and every exploitation field.

4. The transfer of the copyrights is valid for an indefinite period of time and unlimited to place.
5. The Contractor declares that the produced works will not be affected by any third-party copyrights; most importantly, the usage of these works by the Contracting authority will not violate any intellectual property rights, including third party rights.
6. The Contractor is responsible to the Contracting authority for any legal defects of the subject matter of the Contract, especially for the claims of third parties over intellectual property rights infringement.
7. In the event of any claims of third parties over any copyrights related to the subject matter of the Contract made against the Contracting authority before the court, the Contractor shall undertake, at his own cost, legal actions protecting the Contracting authority from these claims. In particular, the Contractor shall step into the place of - or, if the abovementioned is not possible, join - the Contracting authority in any proceedings against them. The Contractor is obliged to reimburse any damages and entitlements, legal assistance costs and costs due to any third-party rights infringement incurred by the Contracting authority within 14 days from the date of the Contracting authority's request. The reimbursement of legal assistance costs includes the reimbursement of deliberate and incurred documented costs related to the defence against any claims of third parties mentioned above.

§ 10

Adhering to the obligation resulting from the article 13 paragraphs 1 and 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereafter referred to as "GDPR"), we inform that:

1. personal data of individuals specified as contact persons in the implementation of the Contract mentioned in § 5 is processed by the Polish Tourism Organisation, with headquarters in Warsaw, Chalubinskiego 8 (00-613), which acts as a data controller,
2. Polish Tourism Organisation's Data Protection Officer can be contacted either
by e-mail: dpo@pot.gov.pl or
b) by writing to the data controller's address: Polish Tourism Organisation, Chałubińskiego 8 street, 19th floor, 00-613, Warsaw.
3. the personal data of individuals mentioned in the subclause 1 are processed according to the article 6, paragraph 1, points b) and c) of GDPR necessary for the performance of this Contract,
4. personal data will not be made available to entities other than the ones specified in the legislation,
5. personal data will not be transferred to any third country or international organisation,
6. personal data will not be processed by automated means and will not be used for profiling,
7. personal data mentioned in the subclause 1 will be stored for the duration of the Contract and 5 years after the end of the Contract, according to the archival category,
8. the obligation to provide the data stems from the legislation regarding processing data for the purposes mentioned in the subclause 3), providing data stems from the contractual relationship and is necessary for the performance of the Contract,

9. individuals mentioned in the subclause 1) have the right to:
- a) access their personal data, on the basis of the article 15 of GDPR,
 - b) rectify their personal data, on the basis of the article 16 of GDPR,
 - c) request from the data controller to limit the processing of personal data, on the basis of the article 18 GDPR, without prejudice to the cases referred to in article 18 paragraph 2 GDPR.
10. individuals mentioned in the subclause 1) do not have the right to:
- a) erase the personal data, in accordance with the article 17, paragraph 3, points b), d) and e) of GDPR,
 - b) transmit personal data, mentioned in the article 20 of GDPR,
 - c) object to personal data processing, mentioned in the article 21 of GDPR, since the legal basis for such processing is the article 6, paragraph 1, point c) of GDPR.
11. Individuals mentioned in the subclause 1) have the right to file a complaint with the supervisory authority in a manner set out in the GDPR and in Polish law, especially in the manner set out in the law on personal data protection, if they regard that the processing of the personal data violates the GDPR legislation.
12. The address of the supervisory authority: President of the Personal Data Protection Office, Stawki 2, 00-193 Warsaw, phone 22 5310300, fax. 22 5310300, kancelaria@uodo.gov.pl.

§ 11

Any disputes shall be referred to the court appropriate to the Contracting authority.

§ 12

To all matters not settled herein provisions of the Act of 4 February 1994 on Copyright and Related Rights and the Civil Code shall apply.

§ 13

Any amendments to the Contract shall be null and void unless made in writing.

§ 14

This Contract has been drawn up in two counterparts, one for each of the parties.

Appendix No. 5

Contractor's Stamp

List of entities which are members of the same capital group /

information indicating that the Contractor is not a member of a capital group*.

* CAUTION: fill out either point 1 or point 2.

Submitting a tender offer in the procedure of awarding public procurement for a **comprehensive preparation and performance of the "V4 Australia" promotional action.**
, No. 34/2018/BP in order to indicate the absence of a basis for exclusion from the procedure, according to the article 24, paragraph 1, subclause 23 of the PPLA:

- 1) I indicate that we are not members of the same capital group, within the meaning of the Act on Competition and Consumer Protection of 16 February 2007 (Journal of Laws from 2017, item 229, as amended).

- 2) I submit the list of entities which are in the same capital group as me, within the meaning of the Act on Competition and Consumer Protection of 16 February 2007 (Journal of Laws from 2017, item 229, as amended).

The name of the entity forming the capital group / address of the entity / Business Registration Number (REGON)

.....

.....

In connection with me being a member of a capital group, and due to the Contractors, being members of the same capital group within the meaning of the Act on Competition and Consumer Protection of 16 February 2007 (Journal of Laws from 2015, items 184, 1618 and 1634, as amended), submitted separate tender offers, I indicate that the relationship between us will not lead to distortion of competition in the procedure of awarding procurement:

.....

.....

In the case of Contractors participating in the procurement procedure together, the aforementioned information shall be submitted by each and every Contractor.

I hereby confirm the authenticity of provided data with my own hand signature, aware of criminal liability according to the article 297 of the Criminal Code.

_____ date _____ 2018

.....
*(The signature of the person/persons authorised
to represent the Contractor in the registered pledges
or in the appropriate full authorisation)*