



POLSKA
ORGANIZACJA
TURYSTYCZNA

Case no. 14/4/2019/ŻK

OPEN TENDER ANNOUNCEMENT

The subject matter of the contract:

**Project and implementation of the Polish national stand performed at ARABIAN
TRAVEL MARKET (ATM) 2019 in Dubai**

Warsaw, February 22, 2019

1) Title (company) and the address of Contracting Authority;

Polish Tourism Organisation

- a business unit undertaking a procedure in order to grant a public contract:

- 1) Contracting Authority's address: Chałubińskiego 8 street, 00-613 Warsaw
- 2) Fax: +48 22 536 70 04
- 3) Website: www.pot.gov.pl
- 4) E-mail: pot@pot.gov.pl
- 5) Contracting Authority's representative: Dorota Zadrożna – phone +48(22) 536 70 43.

2) The method for granting the contract;

- 1) The procedure is carried out in accordance with the by-laws of Polish Tourism Organisation, in line with the policies specified in this document.
- 2) Contracting Authority shall inform Contractors that the procedure is carried out as an open tender, that is, every Contractor can submit an offer. Additionally:
 - a. Public Procurement Law Act of January 29, 2004 (Journal of Laws from 2017, item 1579, as amended) is not applicable to the procedure;
 - b. the notice on the selection of an offer does not mean that the offer has been accepted;
 - c. Contracting authority reserves the right to:
 - cancel the procedure, invalidate its part or procedure in its entirety at any time,
 - close the procedure without selecting any offers,
 - change the dates set out in the Announcement,
 - request any detailed information and clarification from Contractors at any point during the procedure;
 - d. in case of Contracting Authority exercising any of the rights mentioned in point c, Contractors shall have no right to make any claims regarding their participation in the procedure.

3) The subject matter of the contract;

The subject matter of the contract is **project and project and implementation of the Polish national stand performed at Arabian Travel Market (ATM 2019) in Dubaj.**

A detailed description of the subject matter of the contract constitutes Appendix no. 1 of this Announcement.

4) Contract completion period.

From the date of signing the contract until – 01st May 2019.

5) Conditions for participation in the procedure.

Parties eligible for the procedure:

- 1) Should be authorised to carry out all specified activities.
- 2) Possess the knowledge and experience necessary, along with the technical capacity.
 - The Contracting Authority will consider that the above condition fulfilled, if the Contractor shows that in the last 5 years before the deadline for submission of tenders, and if the period of business is shorter - during this period, he duly organized on the local UAE market at least 2 arrangements of marketing and advertising projects. As an arrangement of marketing

and advertising projects, the Contracting Authority understands, for the purpose of evaluating the fulfillment of the condition of participation in the proceedings, arranging the events, exhibition stands, etc.

Appropriate list of services must be submitted together with an offer, with its value, subject, date of execution, references or other documents for whom the services were performed and whether been performed properly. The Contracting Authority reserves the right to call Contractors to complete or clarify the submitted list with references, on the date indicated in the request. In case that the Contractor does not complete the requested documents, his offer will be rejected. The submitted must confirm clearly a fulfillment of condition stated in point 5, point. 1.2). The template of the list of services is attached as Annex 5.

- 3) Make an offer during the period designated for proposals. An offer should be made using offer Form (a template can be found in Appendix no. 2). Along with the offer, a declaration confirming that Contractor meets the conditions for the participation in the procedure (template can be found in Appendix no. 3) and preliminary project of stand should be attached, list of services is attached as Annex 5.
- 4) Contractor should provide an offer price represented in gross USD or PLN with any VAT amounts due, and, in case of an offer made by a natural person not conducting a business activity, the offer price will act as a Contractor's remuneration. Provided offer price should include all expenses associated with mandatory contract, as well as costs charged by the Social Insurance Institution.
- 5) Are in a financial and economic situation which allows for a correct and timely completion of the subject matter of the contract.

6) Period designated for submitting offers.

- 1) Offer has to be made not later than **28.02.2019 at 16:00 CET**. Offers received by Contracting Authority after this period will not be taken into account. Offers can be made in writing to: Polish Tourism Organisation, Chałubińskiego 8 street, 00-613 Warsaw, and in electronic form to the following email address: zaneta.kot@pot.gov.pl
- 2) Offer should be made in Polish or English.
- 3) Contractor's offer should constitute of the offer Form (Appendix no. 2) and Contractor's declaration (Appendix no. 3) and preliminary project of the stand, list of services is attached as Annex 5.
- 4) Contracting Authority can ask a Contractor for a clarification or supplementation of the content of a proposal. Contractor's offer, who does not respond to such request or responds inadequately, will not be taken into consideration.

7) Offer selection criteria.

The evaluation of offers will be conducted using the criteria below:

No.	Description of the criteria	Weight
1	Price	80%
2	Project of the stand	20%

- 1) **"Price" criterium (P) - weight 80%. The points for the "Price" criterium will be calculated as follows:**

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

where:

P - the amount of points given for the "Price" criterium,

P_{min} - the lowest priced offer from all of the valid and unrejectable offers,

P_o - the price of the currently evaluated offer,

- 2) **"Project of the stand" criterium - weight 20%. The points for the " Project of the stand " criterium will be calculated as follows:**

- a. 5% - comfort and roominess 0-5 pts
- b. 5% - functionality 0-5 pts
- c. 5% - modernity 0-5 pts
- d. 5% - cohension of the project to description of needs 0-5 pts

Points in the above criterium will be awarded based on the submitted project of stand. In each sub-criterium, a maximum of 5 points can be obtained. The projects will be assessed by a team responsible for the implementation of the contract on the part of the Contracting Authority.

8) Description detailing how offers shall be made.

- 1) Any Contractor is allowed to make only one offer. If a Contractor makes more than one offer he will be rejected.
- 2) A Contractor will be bound by an offer for 30 days.
- 3) This period starts with the expiry of the period designated for submitting offers.
- 4) Individual or individuals signing the offer have to be authorised to contract an obligation for the amount corresponding to the offer price in accordance with the entry in the appropriate record.
- 5) The offer should contain the following information:
 - The total price for completing the order
 - Project of the stand

- 9) 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:

Personal data of individuals specified as contact persons is processed by the Polish Tourism Organisation, (POT)

Polish Tourism Organisation's Data Protection Officer can be contacted either:

by e-mail: dpo@pot.gov.pl or

by writing to the data controller's address: Polish Tourism Organisation, Chałubińskiego 8 street, 19th floor, 00-613, Warsaw.

The personal data of individuals mentioned in the subclause 1 are processed according to the article 6, paragraph 1 for (ATM 2019) Dubai open tender purpose only.

- a) Personal data will not be made available to entities other than the ones specified in the legislation,
- b) personal data will not be transferred to any third country or international organisation,
- c) personal data will not be processed by automated means and will not be used for profiling,
- d) personal data mentioned in the subclause 1 will be stored for the duration of the tender and 5 years after the end of the tender, according to the archival category,
- e) the obligation to provide the data stems is necessary for the performance of the tender.

Individuals 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.
- 1) individuals 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, 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.

10) Attachments:

- 1) Description of the subject matter of the contract
- 2) Offer form
- 3) Declaration confirming meeting the conditions for the participation in the procedure.
- 4) Essential provisions of the contract.
- 5) List of services.

Appendix No 1 - Description of the subject matter of the Contract

Polish Tourism Organisation (PTO) announces request for proposal, subject of which is implementation of the Polish national stand performed at Arabian Travel Market - ATM 2019 - (Dubai, UAE, 28.04-01.05.2019). The total size of the Polish national stand will be 72 sqm, but 15 sqm is going to have a separate project and its own construction. This part of the stand will promote medical tourism in Poland and is financed by EU funds (Promotion of the Economy based on the Polish Product Brands – Marka Polskiej Gospodarki – Brand” Sub-Chapter 3.3.2. POIR). All materials and items of the official PTO stand (used for ATM 2019 purpose) can be replaced with the similar ones, but cannot affect significantly the quality of the stand. A description of needs:

Size of the size of the stand subjected to this order	57m ²
Type of the stand	Isle, open from 4 sides
Stand construction and colors	Compliant with the assumptions of the new stand project selected by PTO in 2018.
Graphics	Poland (in English and Arabic languages), logo of PTO and Ministry of Sport and Tourism, official website www.poland.travel , logos of Polish co-exhibitors, pictures (lightboxes). All graphics will be delivered by the PTO and produced by the stand contractor.
Meeting area	Max. 4 tables with chairs (4 chairs per 1 table)
Counters	According to the assumptions of the new stand project selected by PTO in 2018. Max 11 counters for Polish co-exhibitors and one reception desk for PTO, 11 hockers. Electricity connection to each counter is required.
Logistics and contractor services	Transportation, installation and dismantle of the stand. Approval of the stand by organizer technical department. Technical support during the exhibition within a 30 min call. Daily cleaning of the stand, providing hot and cold water distributor including max. 4 bottles approx. 19 l each, plastic cups for beverages - max. 300 pcs, coffee capsule machine including 250 capsules, sugar lumps (2 boxes), plastic cups for coffee - max. 200 items. Providing snacks – small cookies, different type of nuts (approx. 6 kg) and small plastic plates

	for serving (approx. 10).
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Appendix no. 2

Contracting Authority:
Polish Tourism Organisation
Chałubińskiego 8 street
00 - 613 Warsaw

OFFER

Title and address of the entity making an offer

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

Address for correspondence:

.....
 Person authorised to contact Contracting Authority:

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

E-mail

Regarding the Announcement of the open tender for **project and implementation of the Polish national stand performed at Arabian Travel Market (ATM 2019), no. 14/4/2019/ŻK**, in compliance with the requirements specified in the Announcement, we would like to offer our service for the lump sum of:

PRICE: USD gross,

in words USD gross.

Or

PRICE: PLN gross,

in words PLN gross.

1. We hereby declare that we became acquainted with the conditions specified by Contracting Authority in the Announcement with no further objections. Additionally, we received all necessary information in order to prepare an offer and carry out the subject matter of the contract and we accept the essential provisions of the contract and the subject matter delivery period specified by Contracting Authority.
2. In the case of us receiving the contract, we are committed to enter into the contract in the place and on the date specified by Contracting Authority.
3. To this offer we attach following documents:
 - the declaration regarding meeting the conditions for the participation in the procedure.
 - Preliminary graphic project of the stand

..... On

.....

(signature of the authorised Contractor's representative)

Appendix No 3

**Contracting Authority:
Polish Tourism Organisation
Chałubińskiego 8 street
00 - 613 Warsaw**

CONTRACTOR'S DECLARATION

Acting on behalf of the Contractor (Contractor's information)

Title: _____

Address of the headquarters: _____

Making an offer in the procedure of granting a public contract for **project and implementation of the Polish national stand performed at Arabian Travel Market (ATM 2019) in Dubai, no. 14/4/2019/ŻK**, I/we declare that:

1. I/we are authorised to carry out activities associated with the subject matter of the contract, should legislation impose a necessity for us to be authorised in any way,
2. I/we possess the knowledge and experience necessary, along with the technical capacity to complete the contract,
3. I/we are in a financial and economic situation which allows for a correct and timely completion of the contract.

..... on

.....
(signature of the authorised Contractor's representative)

Appendix No 4

Umowa nr zawarta w dniu2019 w Warszawie pomiędzy: Polską Organizacją Turystyczną, z siedzibą 00-613 Warszawa, ul. Chałubińskiego 8 reprezentowaną przez: Teresę Buczak – p.o. dyrektora Departamentu Strategii i Marketingu Halinę Trojanowską – Głównego Księgowego zwaną dalej „Zamawiającym” a reprezentowaną przez: zwanego dalej „Wykonawcą” Umowa zostaje zawarta na podstawie Regulaminu udzielania zamówień publicznych w Polskiej Organizacji Turystycznej w wartości równej lub przekraczającej kwot 50 000 złotych brutto, do których ma zastosowanie art. 4 ustawy z dnia 29 stycznia 2014 r. Prawo zamówień publicznych (Dz. U. z 2015 r., poz. 2164 z późn. zm.), stanowiący załącznik nr 2 do zarządzenia nr 23/16 Prezesa Polskiej Organizacji Turystycznej z dnia 28 lipca 2016 r. w sprawie zmiany Regulaminów udzielania zamówień publicznych w Polskiej Organizacji Turystycznej, do których ma zastosowanie art. 4 ustawy z dnia 29 stycznia 2004 r. – Prawo Zamówień Publicznych.	Contract number Signed on2019 in Warsaw, concluded by and between: Polish Tourism Organisation 00-613 Warsaw, Chałubińskiego 8 Represented by: Teresa Buczak – acting director of Strategy and Marketing Department Halina Trojanowską – Chief Accountant to be referred to as the “PTO” hereafter; and Represented by: to be referred to as the „Contractor” hereafter; The Contract is concluded on the basis of Appendix 2 to the Regulation No. 23/16 of the President of the Polish Tourism Organization of 28 July 2016 which refers to Regulations for awarding public orders by the Polish Tourist Organization, in accordance to Article. 4 of the Act of January 29, 2004 - Public Procurement Law. § 1 The subject of the contact is project and implementation of the Polish stand (57 m²) performed at International Arabian Travel Market (ATM 2019), which will take place in Dubai
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§ 1

Przedmiotem umowy jest wykonanie projektu oraz zabudowy polskiego stoiska o powierzchni 57 m² na targach Arabian Travel Market (ATM 2019) w Dubai, które odbędą się w terminie 28.04– 01.05.2019 r.

§ 2

1. W ramach realizacji zamówienia Wykonawca zobowiązuje się do:
 - a. wykonania projektu architektoniczno-graficznego stoiska,
 - b. transportu elementów stoiska na tereny targowe,
 - c. Montażu i demontażu stoiska na terenie targów,
 - d. nadzoru technicznego w trakcie trwania targów.
2. Dokładny zakres usług określa szczegółowy opis przedmiotu zamówienia stanowi załącznik nr 1 do niniejszej Umowy.
3. Szczegółowy projekt polskiego stoiska narodowego stanowi załącznik nr 2 do niniejszej umowy.
4. Wykonawca zobowiązuje się do wykonania przedmiotu zamówienia zgodnie z projektem zaakceptowanym przez Zamawiającego.
5. Wykonawca zobowiązany jest do wykonania szczegółowych rysunków technicznych całego stoiska, niezbędnych do akceptacji przez organizatorów targów (jeśli takie są wymagane) oraz uzyskania wszystkich wymaganych zgód u organizatora targów.
6. Wykonawca zobowiązuje się, że wykonując przedmiot umowy nie naruszy praw osób trzecich.
7. Wykonawca zobowiązany jest do przestrzegania podczas montażu przepisów organizatorów targów.

§ 3

1. Odbiór prac montażowych i przekazanie stoiska do eksploatacji Zamawiającemu dokonane będzie w dniu 27.04.2019, na podstawie protokołu odbioru podpisanego przez obie strony.
2. Wykonawca odpowiada za terminową realizację przedmiotu umowy.
3. Za wykonanie przedmiotu umowy Wykonawcy przysługuje wynagrodzenie brutto wysokości: (słownie:), co na dzień zawarcia umowy stanowi

during the period 28.04– 01.05.2019 r.

§ 2

1. Under this contract The Contractor is obliged to:
 - a. prepare architectural and graphic design of the stand,
 - b. transport of stand elements to the fairgrounds,
 - c. installation of the stand at the fair grounds and the dismantling,
 - d. technical supervision during the fair.
 - e. technical support during the exhibition.
2. The detailed scope of services that The Contractor is obliged to fulfill is provided in Appendix 1 hereto.
3. The detailed design of the Polish national stand is provided in Appendix 2 hereto.
4. The Contractor is obliged to implement the subject of the contract in accordance with the architectural and graphic design in accordance with the project approved by the PTO.
5. The Contractor is obliged to implement detailed technical drawings of the stand to be sent to approval by the fair organizers (if required) and to obtain all required permissions from the fair trade organizer.
6. The Contractor is obliged to perform the subject of the contract without infringing the rights of third parties.
7. The Contractor is obliged to fulfill all organizers' regulations during the installation and dismantling of the stand.

§ 3

1. Acceptance of the implementation of the Polish national stand performed at Arabian Travel Market (ATM 2019) will be carry out on 27/04/2019, by signing the protocol by both Parties.
2. The Contractor is responsible for the implementation of the Polish national stand performed at Arabian Travel Market (ATM 2019) within the deadline given in this contract.
3. The total price of this contract amounts to price of gross (in words:), which amounts to price of PLN (in words:), according to the official exchange rate calculated on the day of signing the contract (Narodowy Bank Polski exchange rate – Table of).
4. The above mentioned price is total and maximum price for implementation of the Polish national stand performed at Arabian Travel Market (ATM

równowartość PLN: (słownie:) ustaloną wg. Tabeli kursów średnich NBP nr z dnia

4. Powyższe wynagrodzenie obejmuje całkowite i maksymalne wynagrodzenie Wykonawcy za wykonanie przedmiotu umowy.
5. Wynagrodzenie określone w ust. 3 płatne będzie po podpisaniu przez Strony protokołu, o którym mowa w ust. 1, po poprawnym wykonaniu umowy, na podstawie faktury wystawionej przez Wykonawcę po zakończeniu imprezy targowej.
6. W przypadku nie wykonania zabudowy stoiska zgodnie z załącznikami nr 1 i numer 2, Zamawiający ma prawo odstąpić od umowy, bez wskazywania dodatkowego terminu. Zamawiający nie pokrywa kosztów dotychczas poniesionych przez Wykonawcę.
7. W przypadku nienależytego wykonania przez Wykonawcę zobowiązań wynikających z Umowy, Zamawiającemu przysługuje prawo żądania od Wykonawcy zapłaty kary umownej w wysokości do 30% wynagrodzenia ustalonego w § 3 ust. 3 niniejszej umowy.
8. W razie gdyby szkoda poniesiona przez Zamawiającego przekroczyła wysokość kary umownej, Zamawiający może dochodzić odszkodowania uzupełniającego na zasadach ogólnych.
9. W razie stwierdzenia wad w zabudowie stoiska targowego nadających się do usunięcia Zamawiający może żądać natychmiastowego usunięcia wad.
10. W razie stwierdzenia wad nienadających się do usunięcia, Zamawiający może obniżyć wynagrodzenie lub odstąpić od umowy.

Postanowienia ogólne

§ 4

Spełniając obowiązek informacyjny wynikający z art. 13 ust. 1 i 2 Rozporządzenia Parlamentu Europejskiego i Rady (UE) 2016/679 z dnia 27 kwietnia 2016 r. w sprawie ochrony osób fizycznych w związku z przetwarzaniem danych osobowych i w sprawie swobodnego przepływu takich danych oraz uchylenia dyrektywy 95/46/WE (dalej „RODO”),

2019).

5. The total price of this contract will be paid after signing by the Parties the protocol that confirms the correct implementation of the Polish national stand performed at Arabian Travel Market (ATM 2019).
6. PTO is entitled to renounce this contract if the implementation of the Polish national stand performed at Arabian Travel Market (ATM 2019) is incompatible with appendix 1 and appendix 2 to this contract – without setting an additional time limit. PTO does not cover the costs incurred by the Contractor so far.
7. If Contractor fails to perform the services specified in the contract, PTO shall have the right to demand from Contractor a contractual penalty in the amount of up to 30% of the total costs of this contract.
8. In case when the damage incurred by the PTO exceeds the amount of the contractual penalty, PTO may claim supplementary compensation to redress the damage suffered, in accordance with the general principles.
9. If any defects that can be removed are found, PTO may demand immediate removal of defects.
10. If any defects that cannot be removed are found PTO may reduce the total price of this contract or renounce the contract.

General provisions

§ 4

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:

- 2) personal data of individuals specified as contact persons in the implementation of the Contract mentioned in § 8 is processed by the Polish Tourism Organisation, with headquarters in Warsaw, Chałubińskiego Str. 8 (00-613), which acts as a data controller,
- 3) Polish Tourism Organisation's Data Protection Officer can be contacted either:

informujemy, że: 1) dane osobowe osób wskazanych do kontaktu przy realizacji Umowy (np. kontaktów bieżących), o których mowa w § 8, są przetwarzane przez Polską Organizację Turystyczną z siedzibą w Warszawie, przy ul. Chałubińskiego 8 (00-613), która pełni funkcję administratora danych, 2) w Polskiej Organizacji Turystycznej został powołany inspektor ochrony danych, z którym można się kontaktować: a) mailowo: dpo@pot.gov.pl lub b) listownie na adres korespondencyjny administratora: Polska Organizacja Turystyczna, ul. Chałubińskiego 8, XIX piętro, 00-613 Warszawa. 3) dane osobowe osób, o których mowa w pkt 1, są przetwarzane na podstawie art. 6 ust. 1 lit. b) i c) RODO w celu związanym z wykonaniem niniejszej Umowy, 4) dane osobowe nie będą udostępniane innym podmiotom niż wynika to z przepisów prawa, 5) dane osobowe nie będą przekazywane do państwa trzeciego lub organizacji międzynarodowej, 6) dane osobowe nie będą przetwarzane w sposób zautomatyzowany i nie będą profilowane, 7) dane osobowe, o których mowa w pkt 1, będą przechowywane przez okres obowiązywania umowy oraz przez 5 lat po zakończeniu obowiązywania umowy, zgodnie z kategorią archiwizacyjną, 8) obowiązek podania danych wynika z przepisów prawa w zakresie przetwarzania w celach, o których mowa w pkt 3), podanie danych wynika ze stosunku umownego i jest niezbędne w celu realizacji umowy, 9) osoby, o których mowa w pkt 1) mają prawo do: a) dostępu do danych osobowych ich dotyczących, na podstawie art. 15 RODO, b) sprostowania danych osobowych, na podstawie art. 16 RODO, c) żądania od administratora ograniczenia przetwarzania danych osobowych, na	c) by e-mail: dpo@pot.gov.pl or d) by writing to the data controller's address: Polish Tourism Organisation, Chałubińskiego 8 street, 19th floor, 00-613, Warsaw. 4) 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, 5) personal data will not be made available to entities other than the ones specified in the legislation, 6) personal data will not be transferred to any third country or international organisation, 7) personal data will not be processed by automated means and will not be used for profiling, 8) 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, 9) 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, 10) individuals mentioned in the subclause 1) have the right to: d) access their personal data, on the basis of the article 15 of GDPR, e) rectify their personal data, on the basis of the article 16 of GDPR, f) 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. 11) individuals mentioned in the subclause 1) do not have the right to: c) erase the personal data, in accordance with the article 17, paragraph 3, points b), d) and e) of GDPR, d) transmit personal data, mentioned in the article 20 of GDPR, e) 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. 12) Individuals mentioned in the subclause 1) have the right to file a complaint with the supervisory
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podstawie art. 18 RODO, z zastrzeżeniem przypadków, o których mowa w art. 18 ust. 2 RODO.

- 10) osobom, o których mowa w pkt 1) nie przysługuje:
- a) prawo do usunięcia danych osobowych, w związku z art. 17 ust. 3 lit. b), d) i e) RODO,
 - b) prawo do przenoszenia danych osobowych, o którym mowa w art. 20 RODO,
 - c) prawo sprzeciwu wobec przetwarzania danych osobowych, o którym mowa w art. 21 RODO, gdyż podstawą prawną przetwarzania danych osobowych jest art. 6 ust. 1 lit c) RODO.
- 11) Osobom, o których mowa w pkt 1) przysługuje prawo wniesienia skargi do organu nadzorczego w sposób i w trybie określonym w przepisach RODO oraz prawa polskiego, w szczególności ustawy o ochronie danych osobowych, gdy uznają, że przetwarzanie danych osobowych ich dotyczących narusza przepisy RODO.

Adres organu nadzorczego: Prezes Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193 Warszawa, tel. 22 5310300, fax. 22 5310301, kancelaria@uodo.gov.pl.

§ 5

1. Zamawiający może odstąpić od Umowy w razie wystąpienia istotnej zmiany okoliczności powodującej, że wykonanie Umowy nie leży w interesie publicznym, czego nie można było przewidzieć w chwili zawarcia umowy lub gdy dalsze jej wykonywanie może zagrozić istotnemu interesowi bezpieczeństwa państwa lub bezpieczeństwu publicznemu. Zamawiający może odstąpić od Umowy w terminie 30 dni od dnia powzięcia wiadomości o tych okolicznościach, poprzez złożenie Wykonawcy oświadczenia na piśmie.
2. W przypadku, o którym mowa w ust. 1 niniejszego paragrafu, Wykonawca może żądać wyłącznie wynagrodzenia należnego z tytułu rzeczywiście wykonanej części zleconej usługi.

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.

The address of the supervisory authority: President of the Personal Data Protection Office, Stawki 2 street, 00-193 Warsaw, phone 22 5310300, fax. 22 5310300, kancelaria@uodo.gov.pl.

§ 5

1. The Contracting Authority may withdraw from the Agreement in the event of a significant change of the circumstances that would cause the performance of the Agreement not to be in the public interest, which could not have been foreseen at the time of the conclusion of the Agreement, or the continuation of the agreement performance may jeopardize the material interest of state security or public security. The Contracting Authority may withdraw from the Agreement within thirty days from the date of becoming aware that these circumstances, by submitting a written statement to the Economic Operator.
2. In case referred to in paragraph 1 of this Article, the Economic Operator may only require payment for actually performed of the ordered service.

§ 6

The Contracting Authority does not agree to the assignment of claims arising from the implementation of the Agreement on behalf of third parties.

§ 7

§ 6

Zamawiający nie wyraża zgody na dokonanie cesji wierzytelności wynikających z realizacji umowy na rzecz osób trzecich.

§ 7

1. Wszelkie zmiany Umowy wymagają, pod rygorem nieważności, zachowania formy pisemnej.
2. Wszelkie spory, które mogą wyniknąć z realizacji bądź interpretacji Umowy, Strony będą się starać rozwiązać polubownie, a w razie niepowodzenia, wyłącznie właściwym dla ich rozpoznania będzie sąd powszechny właściwy miejscowo dla siedziby Zamawiającego.
3. Umowa podlega prawu polskiemu.

§ 8

1. Zamawiający wskazuje Dorotę Zadrożną (tel. +48 22 536 70 43), e-mail: dorota.zadrozna@pot.gov.pl, do kontaktów z Wykonawcą, nadzoru nad przebiegiem realizacji niniejszej umowy, dokonywania uzgodnień i potwierdzenia należytego wykonania zleconej usługi, przy czym

1. Any changes to this Agreement must be made in writing or else shall be null and void.
2. In case of any disputes that may arise from the implementation or interpretation of the Agreement, the Parties will seek to resolve them amicably and if unsuccessful, the only competent court having jurisdiction will be the Polish common court of with territorial jurisdiction according to residence.
3. This Agreement shall be governed by the Polish law.

§ 8

1. The Contracting Authority hereby indicates Dorota Zadrożna (phone no. +48 22 536 70 43), e-mail: dorota.zadrozna@pot.gov.pl to contact the Economic Operator, supervise the implementation of this Agreement, conclude arrangements and confirm the proper execution of the ordered services, whereby this person shall not be entitled to submit statements of will on behalf of the Contracting Authority.
2. As for the Economic Operator, the person responsible for the performance of the contract shall be (phone no.), e-mail:

§ 9

1. The Agreement along with annexes have been drawn up together in four copies, two in Polish and two in English, one for each of the Parties. In the event of a dispute, the Polish language version shall be binding and decisive.
2. The Annexes to this Agreement shall form an integral part thereof.

osoba ta nie jest upoważniona do składania oświadczeń woli w imieniu Zamawiającego.

2. Ze strony Wykonawcy osobą odpowiedzialną za realizację zamówienia jest:....., e-mail:

§ 9

1. Umowa została sporządzona wraz z załącznikami w dwóch egzemplarzach po jednym dla każdej ze Stron.
2. Załączniki do Umowy stanowią jej integralną część.

1.

Zamawiający / PTO

Wykonawca / Contractor

Appendix No 5**LIST OF SERVICES**

No.	The name and the address of the entity making an offer	The date of the performance of services (dd/mm/yyyy - dd/mm/yyyy)	Subject matter - the name and a short description of the service	Gross value of the service in USD or PLN	Type of the experience (own, subcontractor's, another entity's)
The Contractor shows that in the last 5 years before the deadline for submission of tenders, and if the period of business is shorter - during this period, he duly organized on the local Israeli market at least 2 arrangements of marketing and advertising projects. As an arrangement of marketing and advertising projects, the Contracting Authority understands, for the purpose of evaluating the fulfillment of the condition of participation in the proceedings, arranging the events, exhibition stands, etc.					
1.					
2					
3					

.....
 (the signature of the authorised Contractor's representative)