



POLSKA  
ORGANIZACJA  
TURYSTYCZNA

Terms of reference (TOR)

OPEN TENDER

Subject:

**Creating a design of the Polish National Stand and implementing the design at the ATM  
2020 in Dubai.**

**APPROVED:**

*CEO  
of the Polish Tourism Organisation*

**Warsaw, 27 January 2020.**

**Terms of reference include:**

- I. Name and address of the Contracting authority.
- II. Agreement award procedure.
- III. Description of the subject matter of the Agreement.
- IV. Performance date of the Agreement.
- V. Conditions for the participation in the Agreement and the description of the process of evaluating the compliance with these conditions.
- VI. List of the declarations or documents confirming the compliance with the conditions for participation and providing the lack of basis for exclusion.
- VII. Information regarding the means of communication between the Contracting authority and the Contractor, the transfer of statements and documents as well as indicating authorised persons to contact the Contractors.
- VIII. Requirements regarding tendering security.
- IX. Tender maintaining period.
- X. Description of preparing tender offers.
- XI. Place and time for the submission and opening of tender offers.
- XII. Description of the method used for the calculation of the price.
- XIII. Description of the criteria which the Contracting authority shall use in selecting a tender offer, along with descriptions of the meaning of the criteria and the method for evaluating tender offers.
- XIV. Information on formalities which shall be completed after the selection of a tender offer in order to enter the Agreement regarding public procurement.
- XV. Requirements regarding proper performance of the Agreement.
- XVI. Relevant to both Parties provisions of the Agreement, brought about as regards to the content of the public procurement Agreement, general conditions, or a model contract, if the Contracting authority demands from the Contractor entering the public procurement Agreement under such conditions.
- XVII. Information passage about the GDPR.
- XVIII. Letter of Rights including legal protection which the Contractor is entitled to throughout the procurement procedure.

**Appendices to the TOR:**

- Appendix No. 1 Description of the subject matter of the Agreement
- Appendix No. 2 Tender offer
- Appendix No. 3 Declaration confirming the compliance with the conditions for participation and providing no grounds for exclusion
- Appendix No. 4 Provisions of the Agreement
- Appendix No. 5 Declaration confirming the membership in a capital group
- Appendix No. 6 List of services

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

Polish Tourism Organisation (PTO)  
8 Chalubinskiego, 00-613 Warsaw  
Fax: +48 22 536 70 04  
Website: [www.pot.gov.pl](http://www.pot.gov.pl)  
Email: [pot@pot.gov.pl](mailto:pot@pot.gov.pl)  
REGON (Business Registration Number): 016213775  
NIP (VAT Identification Number): 525-21-50-196

**II. AGREEMENT AWARD PROCEDURE.**

The procedure is conducted in a manner of an open tender, on the grounds of article 10 paragraph 1 and article 39 of the Public Procurement Law Act of January 29, 2004 (Journal of Laws from 2019, item 1843, as amended), further referred to as "PPLA", for services with the value not exceeding the amount stated in the article 11, paragraph 8 of PPLA (i.e. 144,000 EUR).

**III. DESCRIPTION OF THE SUBJECT MATTER OF THE AGREEMENT**

1. The subject matter of the Agreement is creating a design of the 40 square metres Polish National Stand and implementing the design at the ATM 2020 in Dubai during 19-22 April 2020. Creating a design of the stand is meant here as performing an own graphical project which will include necessary elements of the design specified in the Appendix No. 2 to the TOR. Implementing the design of the Polish National Stand is meant here as its assembly, disassembly and maintenance during ATM.
2. Description of the subject matter of the Agreement can be found in the Appendix No. 1 to the TOR.
3. Common Procurement Vocabulary code (CPV):  
**79950000 - 8**: Services in regard to arranging fairs, exhibitions and conferences.
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 the reimbursement of expenses stemming from participating in the procedure, subject to article 93 paragraph 4 of PPLA.
11. The Contracting authority is not prejudiced to the participation in the public procurement procedure of these Contractors, whose persons with disabilities make up over 50% of the staff.
12. Subject to the article 36b paragraph 1 of the PPLA, the Contractor **is obliged** to include the information about the part of the Agreement to be delegated to subcontractors and provide the names of the subcontractors in the tender offer. The

Contracting authority does not reserve any part of the Agreement from subcontractors.

**IV. PERFORMANCE DATE OF THE AGREEMENT.**

At the day of entering into the Agreement until 22 April 2020.

**V. CONDITIONS FOR THE PARTICIPATION IN THE AGREEMENT 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 basis of the article 24, paragraph 1, subclauses 12 – 23 of 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) Meet the requirements of participation regarding:
    - a) **the necessary skills and eligibility to conduct specific professional activities, shall this result from separate regulations;**  
The Contracting authority did not put forward any detailed conditions in this regard.
    - b) **economical or financial position;**  
The Contracting authority did not put forward any detailed conditions in this regard.
    - c) **the technical or professional ability;** in order to confirm meeting the requirement the Contractor shall prove that:
      - i. in the last 3 years before the deadline of submitting offers, or, if conducting business for a shorter period - in that period - properly performed at least 3 (in words: three) services that involved implementing design at stands of at least 40 square metres area each, performed under separate agreements.
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 Agreement, especially, if the Contractor's resources allocated in other business ventures may impair the performance of the Agreement.
3. In the case of Contractors participating in the procurement procedure together, the conditions specified in the chapter V. 1. 2) of the TOR only if the Contractors confirm their eligibility to participate in the procedure and confirm that there is no basis for the exclusion in terms of each Contractor's eligibility to participate in the procedure as well as the lack of any grounds for the exclusion.
4. The Contractor may, in order to confirm meeting the requirements specified in the chapter V. 1. section 2), point c of the TOR, in appropriate circumstances, rely on the resources of other entities, regardless of the nature of the legal relationship between them.
5. Additionally, the Contracting authority shall inform that the "appropriate circumstances" mentioned in the chapter V.4 of the TOR shall happen only if:
  - 1) the Contractor relying on the resources of other entities demonstrates to the Contracting authority that, while performing the Agreement, the Contractor will use these resources and, most importantly, shows an obligation of these entities to allow for such usage of the required resources necessary in performing this contract.

- 2) The Contracting authority shall evaluate if the assets made available by other entities to the Contractor shall be enough for the Contractor to meet the requirements of this Agreement and shall check if there is no basis for excluding the entity, specified in the article 24, paragraph 1 subclauses 13-22.
6. The issue of relying on the resources of third entities shall be governed in detail by article 22a paragraphs 1–6 of PPLA.
7. On the basis of the article 24, paragraph 1, subclauses 13 and 14 as well as 16-20 of 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 is not applied to the collective entities which received a court ruling prohibiting them from participating in the procedure and whose prohibition period is not over.
8. 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 the subclause 7 sufficient.
9. The Contracting authority can exclude the Contractor at any stage of the procurement procedure.
10. The evaluation of meeting the criteria of participation in the procedure shall be conducted on the basis of the documents and the declarations submitted by the Contractor, specified in the chapter VI, **on the principle of fulfils/ does not fulfil.**
11. Additionally, only the Contractors who can perform the Agreement in compliance with the description of the subject matter of the Agreement, which constitutes **Appendix No. 1 to 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 LACK OF BASIS FOR EXCLUSION.**

1. Every Contractor shall attach a current, at the date of the submission, **declaration** to his tender offer, as regards **the Appendix. No 3** to the TOR. The information included in the declaration shall serve as a preliminary confirmation that the Contractor is not subject to exclusion and meets the conditions of participating in the procedure.
2. In the case of Contractors participating in the procurement procedure together, the declaration specified in the chapter VI. 1 of the TOR shall be submitted by each of the Contractors. The declaration must confirm eligibility to participate in the procedure and the lack of a basis for the exclusion in terms of each Contractor's eligibility to participate in the procedure as well as the lack of a basis for the exclusion.
3. The Contracting authority **requests** that the Contractor intending to delegate a part of the Agreement to subcontractors, in order to demonstrate the lack of a basis for the exclusion of them from the procedure, **shall include information about these subcontractors in the declaration specified in the chapter VI. 1 of the TOR.**
4. The Contractor relying on the resources of other entities in order to demonstrate the lack of a basis for the exclusion of them from the procedure

– to the extent of relying on their resources – shall **include information about these entities in the declaration specified in the chapter VI. 1 of the TOR.**

5. The Contracting authority, in compliance with the article 24aa of the PPLA, first and foremost shall evaluate tender offers, afterwards investigating if the Contractor whose tender offer was assessed the highest is not subject to exclusion and meets the conditions of participating in the procedure.
6. The Contracting authority, before awarding the Agreement, **shall urge the Contractor** whose tender offer was evaluated the highest, to submit, at a specified date, not shorter than **5 days**, up-to-date documents:

- 1) **A list of performed, and, in the case of periodic as well as continuously performed, services** in the period of the last 3 years before the time limit of submitting offers (if the operating time is shorter – in that period), along with their magnitude, subject matter, date of performance and the entities for which these services were performed, as well as an appendix of the evidence specifying that these services were sufficiently performed, whereby the evidence mentioned constitutes references or other documents issued by the entities that received these services, or are still receiving them in regard to the periodic as well as continuously performed services. If there is any evidence of objective nature that the Contractor is not able to provide these documents, a statement from the Contractor is required; in the case of any periodic as well as continuously performed services the references or any other documents confirming the sufficient performance shall be issued no sooner than 3 months before the time limit of submitting offers. Submitted documents shall confirm, in an undisputed manner, meeting the requirement specified in the chapter V, subclause 1, section 2, point c) of i. **A template of such list of services constitutes Appendix No. 6 to the TOR.**

Attention. There is no requirement to provide evidence in the case of the Contractor proving the services performed for the Contracting authority in the Appendix No. 6 to the TOR.

- 2) **An obligation of the entities to hand over the resources necessary for the performance of the Agreement to the Contractor, in writing (original).** In the aforementioned situation, in order to evaluate if the Contractor relying on the assets of other entities, under the conditions specified in the article 22a of PPLA, shall be able to use the resources necessary for the sufficient performance of the public Agreement, as well as in order to evaluate if the relationship between the Contractor and these entities ensures an actual access to their resources, the Contracting authority demands specifying, most notably:
  - the extent of the resources provided to the Contractor by another entity,
  - the manner of usage of the resources of another entity by the Contractor, while performing the Agreement,
  - the extent and the period of another entity's involvement in the performance of the Agreement,
  - if the entity whose assets the Contractor shall rely on is able to perform the services, in association with the qualifications and experience required for the performance.

If the above-mentioned documents are included with the offer, the Contracting authority shall not call the Contractor to resubmit them.

7. **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 the membership or the absence of membership in a capital group (Appendix No. 5 to the TOR constitutes a template of the above-mentioned declaration), specified in the article 24, paragraph 1, subclause 23 of 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 awarding procurement.**
8. In the scope not specified in the TOR, the regulation of the Minister of investment and economic development from 26 July 2016 shall be applicable, in regard to the type of documents which can be required by the Contracting authority from the Contractor in the public procurement procedure (Journal of Laws from 2016, item 1126, as amended).
9. The tender offer constitutes:
  - 1) Filled and signed Tender form, compliant with the template in the Appendix No. 2 to the TOR, along with initial design project of the stand (printing);
  - 2) Authorisations;
  - 3) A declaration regarding meeting the conditions of participating in the procedure and proving the lack of a basis for exclusion, in compliance with the template in Appendix No. 3 to the 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. Subject to exceptions 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 Polska Organizacja Turystyczna, 8 Chalubinskiego, 00 - 613 Warsaw, or**
  - 2) **via email: zamowienia@pot.gov.pl**
2. If the Contracting authority or the Contractor wishes to transmit declarations, requests, notifications and information electronically, each of the parties at the request of the other shall immediately confirm the fact of receiving any of the above-mentioned.
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 PPLA or any other documents necessary to conduct the procedure, 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 explanation 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 explanation.
4. If the Contractor did not submit necessary authorisations or submitted defective authorisations, the Contracting authority requests to submit 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 of 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 the TOR. The Contracting authority shall provide clarification as soon as possible, not later than 2 days before the deadline for the submission of tender offers, provided that the request for clarification of the TOR reaches the Contracting authority not 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 the TOR.
8. The person authorised to contact the Contractors: **Marzena Witkowska, 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 PPLA, shall maintain his tender offer for a period of 30 days.
2. Above-mentioned 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 not longer than 60 days.

#### **X. DESCRIPTION OF PREPARING TENDER OFFERS.**

1. The Contractor shall bear the full cost associated with the preparation and submission of a tender offer.
2. The Contractor has the right to submit only one offer. Where, if the Contractor submits more than one offer, all of the offers shall be excluded, on the basis 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 shall not allow for dismantlement.
5. The tender offer **shall be drawn up in Polish** using a typewriter, a computer or any



- other permanent and intelligible office form.
6. Any actions of amending, changing or deleting 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 a 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 a 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. A 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 in accordance with the TOR, 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, in compliance with 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 proprietary the information and proved that this proprietary information constitutes a business secret.
  14. The Contracting authority recommends proprietary 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 are 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 the 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 above-mentioned 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 proprietary 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 the Act of 16 April 1993 on Competition and Consumer Protection.
17. Stipulating information which does not constitute a business secret as defined in the act on Combating Unfair Competition shall be treated as ineffective and shall cause its declassification, according to the Supreme Court's decision of 21 October 2005 (file ref. no. III CZP 74/05).
18. The tender offer shall contain necessary documents, attachments, declarations listed in the 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 above-mentioned 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 the first pages of a tender offer in compliance with the template found in the (**Appendix No. 2 to the 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 shall be included.
24. A tender offer shall be submitted in a sealed, intact packaging.
25. Tender offer's packing (envelope) shall be labelled as follows:  
**Creating a design of the Polish National Stand and implementing the design at the ATM 2020 in Dubai.**  
**Case No. 1/2020/MW**  
**Do not open before 17.02.2020, 12:30 AM**  
recipient: Polish Tourism Organisation, 8 Chalubinskiego, 00-613 Warsaw,  
sender: name, Contractor's full address and phone numbers (the stamp is permitted).  
*ATTENTION: The Contracting authority shall not be liable for opening the tender offer ahead of 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 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 (the 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 to the Contracting authority's headquarters:  
**Polish Tourism Organisation**  
**ul. 8 Chalubinskiego**  
**00-613 Warsaw**  
**19th floor – secretary's office.**
2. The deadline for the submission of tender offers expires on **17 February 2020, at 12:30 AM.**
3. The opening of tender offers shall take place at the Contracting authority's headquarters **on 17 February 2020, at 12:30 AM, in the PTO Conference room on the 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 shall read the information specified in the article 86, paragraph 4 of PPLA.
6. Immediately after opening tender offers, the Contracting authority shall publish on his website information regarding:
  - 1) The figure which shall be allocated to finance the Agreement;
  - 2) Companies and addresses of the Contractors, who submitted their tender offers on time;
  - 3) Prices, the performance date of the Agreement, 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 shall bear arising from the proper performance of the subject matter of the Agreement, according to the rules specified in the TOR, especially according to the Description of the subject matter of the Agreement and the Agreement itself.
2. Gross price is to include due VAT.
3. If an offer submitted and chosen in the procurement shall place tax obligation on the Contracting authority, in accordance with the value added tax, the Contracting authority, in order to evaluate such offer, shall add value added tax to the price offered in that offer, which shall be dealt with according to the regulations. In such case, the Contractor, submitting the offer, is obliged to inform the Contracting authority that choosing their offer shall place tax obligation on the Contracting authority, indicating the name (type) of the service, from the performance of which the above-mentioned tax arises, as well as indicating that service cost without the tax amount.

#### **XIII. DESCRIPTION OF THE CRITERION WHICH THE CONTRACTING AUTHORITY SHALL 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 shall evaluate submitted tender offers using the criteria below:

No.	Criterion	Weight
1.	Price	60%
2.	Initial design project of the stand	40%

- 1) **"Price" criterion (P) - weight 60%.** The points for the "price" criterion shall be calculated as follows:

$$P = P_{\min}/P_o \times 60 \text{ pts}$$

where:

**P** – the amount of points given for the "price" criterion;

**P<sub>min</sub>** - the lowest priced offer from all of the valid and eligible offers;

**P<sub>o</sub>** – the price of the currently evaluated offer;

In the "price" criterion an offer may receive a maximum of 60 points.

- 2) **Initial design project of the stand – weight 40%.** The Contracting authority shall rate offers in this criterion in accordance with a coloured, digital stand design included with the offer along with a visualisation. Projects are to be presented on paper. The Contractor is obliged to show such angles of the stand, as to allow the Contracting authority to rate the project in accordance with the points listed in this criterion, at least including views from the top of the stand and one of its sides. The Contracting authority demands that the design of the stand contains at least the elements specified in the Appendix No. 2 to the TOR: exhibitor's counters, main counter of the stand, graphics – large scale printouts, upper fascia.

In the case of the Contractor not including any of the elements specified in the Appendix No. 2 to the TOR, Contractor's offer shall be rejected due to being non-compliant with the contents of the TOR. Similarly, in the case of the Contractor not including in the project any of the areas specified by the Contracting authority, that is, exhibition area, meeting area or social-storage area, Contractor's offer shall be rejected due to being non-compliant with the contents of the TOR.

In this criterion the Contracting authority will rate the offer as follows:

Equipment	An offer shall receive 10 points if the project of the stand includes all necessary elements of the design of the stand (exhibitor's counters, main counter of the stand, graphic – large scale printouts, upper fascia of the stand, storage), as well as all other elements of the stand, that is, suspensions, furniture and multimedia;
	An offer shall receive 0 points if the project of the stand only includes all necessary elements of the design of the stand (exhibitor's counters,

	main counter of the stand, graphic – large scale printouts, upper fascia of the stand, storage);
Arrangement	An offer shall receive 20 points if the style of the design is spacious and unified, with the distribution of the elements allowing for unhampered movement; elements shall be set functionally and effectively, at the same time using the space of the stand to the maximum;
	An offer shall receive 0 points if the style of the design is not spacious and unified, with the distribution of the elements not allowing for unhampered movement; elements are not set functionally and effectively, at the same time using the space of the stand to the maximum;
Aesthetic design of the stand	An offer shall receive 10 points if the materials used for the design of the stand are true in their looks and quality to the graphical project (Appendix No. 2 to the TOR)
	An offer shall receive 5 points if the materials used for the design of the stand are true in their looks to the graphical project (Appendix No. 2 to the TOR)
	An offer shall receive 0 points if the materials used for the design of the stand are not true in their looks and quality to the graphical project (Appendix No. 2 to the TOR)

In the "Initial design project of the stand" criterion an offer may receive a maximum of 40 points.

The points shall be awarded by the members of the tender committee, the appointed organisational unit, according to the subject matter of the contract, in compliance with the regulations specified above. The amount of points awarded by the members of the tender committee evaluating using this criterion shall be added up, and then divided by the amount of the members of the evaluating committee.

2. The calculations shall be carried out with an accuracy up to two decimal places, with the third decimal place values from 0 to 5 rounded down, and from 6 to 9 rounded up.
3. The most favourable offer shall be the tender offer which receives the highest amount of points after adding up 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 from Contractors.

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

1. The Contractors taking part in the procurement shall be notified of its results.
2. Upon approval of the most favourable offer, the notification about the selected tender offer shall be published on the Contracting authority's website.
3. The Contracting authority shall proceed with entering into the Agreement 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 Agreement;
  - 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 Agreement) 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 a repeal, in which case **the Contracting authority shall select the most favourable tender offer of the remaining offers.**

#### **XV. REQUIREMENTS REGARDING PROPER PERFORMANCE OF THE AGREEMENT.**

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

#### **XVI. RELEVANT TO THE BOTH PARTIES PROVISIONS OF THE AGREEMENT, BROUGHT ABOUT AS REGARDS TO THE CONTENT OF THE PUBLIC PROCUREMENT AGREEMENT, GENERAL CONDITIONS, OR A CONTRACT MODEL, IF THE CONTRACTING AUTHORITY DEMANDS FROM THE CONTRACTOR ENTERING THE PUBLIC PROCUREMENT AGREEMENT UNDER SUCH CONDITIONS.**

The provisions of the Agreement are specified in the **Appendix No. 4 to the 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 (hereinafter referred to as the "GDPR"), we inform that:

1. The administrator of your personal data is the Polish Tourism Organisation, with headquarters in Warsaw, 8 Chalubinskiego, VAT identification number: 525-21-50-196 (hereinafter 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 email: dpo@pot.gov.pl or
  - 2) by writing to the data controller's address: Polish Tourism Organisation, 8 Chalubinskiego, 19th floor, 00-613, Warsaw.
3. Your personal data shall be processed according to the article 6, paragraph 1 point c) of the GDPR for the purpose of public procurement Agreement award under the name of *Creating a design of the Polish National Stand and implementing the design at the ATM 2020 in Dubai*, No. 1/2020/MW, conducted as an open tender.
4. The recipients of your personal data shall be entities, which shall 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 shall be stored, in compliance with the article 97, paragraph 1 of the PPLA, for the duration of 4 years after the end of the procurement award

procedure, and if the Agreement's duration period exceeds 4 years, it shall be stored for the duration of the Agreement.

6. Your personal data shall 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 amend your personal data;<sup>1</sup>
  - 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<sup>2</sup>;
  - 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.
8. You do not have the right to:
  - 1) in compliance with the article 17 paragraph 3 erase the personal data, in accordance with the article;
  - 2) transmit personal data specified in the article 20 of the GDPR;
  - 3) subject to the article 21 of the GDPR object to the processing of personal data, since the legal basis for such processing of data is the article 6, paragraph 1 point c) of the GDPR.

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

Means of protection were specified in the Chapter VI of the PPLA. Means of protection which the Contractor or any other entity is entitled to, if there was a profit in receiving a particular contract, and suffered or may suffer damage stemming from the Contracting authority violation of the PPLA. Means of protection towards the Announcement of the tender as well as Terms of Reference shall also be granted to the organisations inscribed on the list specified in the article 154, subclause 5 of the PPLA.

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<sup>1</sup> Exercising the right to amend your personal data shall not change the outcome of the public procurement award procedure, nor change the provisions of the Agreement as regards the PPLA, and shall not violate the integrity of the protocol and its appendices.

<sup>2</sup> 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 person, or considering the protection of European Union's public interest or any Member State's.

**Appendix No. 1 to the TOR****Description of the subject matter of the Agreement**

The subject matter of the Agreement is creating a design of the 40 square metres Polish National Stand and implementing the design at the ATM 2020 in Dubai.

Creating a design of the stand is meant here as performing an own graphical project of the stand which will include necessary elements of the design specified in the Appendix No. 2 to these TOR.

Implementing the design of the Polish National Stand is meant here as its assembly, disassembly and maintenance during ATM 2020.

The contracting authority intends to allocate maximum amount of 17 223 USD gross to for this contract.

The design shall take into consideration:

The area of the Polish National Stand	40 square metres
Type of stand	Island, accessible from 2 sides.
Design	"Poland" sign in Arabic and English language, red and 3D, Polish Tourism Organisation logo in 3D, #visitpoland, <a href="http://www.poland.travel">www.poland.travel</a> website address, a logo of appropriate Ministry, exhibitors' logos, pictures on the walls of the stand. The whole design shall be delivered by the Polish Tourism Organisation within the deadline specified by the Contractor.
Suspensions	"POLAND" sign – large, red, 3D letters made of light material (e.g. polystyrene) located on a metal truss. Suspension shall be done using ceiling steel.
Furniture and counters for exhibitors	Minimum 3 and maximum 6 counters for exhibitors, located at the outline of the stand. Counters with one shelf inside, lockable with a key.  1 main counter (for PTO)  Minimum 4 and maximum 7 bar stools. 4 round coffee tables + 16 chairs. 2 small and 1 large trash cans.  Final quantities of furniture shall be approved after finalising the list of exhibitors, within time period specified by the Contractor.



Storage	Approximate area is about 3-5 square metres. Storage shall be equipped with lockable door, shelves and racks for folders, hangers for clothes and a small mirror.
Multimedia	LED screen built into one of the walls of the stand, approximately 1x1,5 meters in size (75").

Necessary elements of the stand include:

1. Exhibitor's counters – veneer plywood or painted MDF, varnished table top, the front of the counter – a printout on a self-adhesive film coloured oak or ash-tree, plexiglass (clear or frosted) plate with Exhibitor's name, plate with logos (printed on PCV or a vinyl sticker) on a steel profile or equivalent painted and varnished. Access to electricity at each counter. LED lighting as per Appendix No. 2 to these TOR is required.
2. Main stand counter - veneer plywood or painted MDF, varnished table top, the front of the counter – a printout on a self-adhesive film coloured oak or ash-tree, plexiglass (clear or frosted) plate with Exhibitor's name, plate with logos (printed on PCV or a vinyl sticker) on a steel profile or equivalent painted and varnished. Access to electricity at each counter. LED lighting as per Appendix No. 2 to these TOR is required.
3. Graphic (large scale printouts) – digital vinyl graphic glued to the walls of the backroom, dye-sublimation printing – polyester material with fire resistance certificate placed in the area of the stand, in the frames of steel profiles or equivalent.
4. Upper fascia of the stand – light construction made from wood or MDF, meeting safety regulations, smooth, white face –one for each side of the stand.
5. Storage room.

Responsibilities of the Contractor implementing the design of the Polish National Stand include:

1. Creating the initial design project of the Polish National Stand with the necessary elements of design in mind (tender phase) and preparing a full project along with representations and visualisations of each side of the stand (agreement performance phase).
2. Preparing a graphic of the stand (large scale graphic and other, that is, general logos, exhibitors' logos).
3. Implementing the design of the stand according to the drafted design of the Polish National Stand, with all the necessary design elements in mind. Materials used for implementing the design of the stand may be substituted for similar and more

economical materials, as long as they do not greatly reduce the quality of the stand. All design and equipment elements shall be clean, without scratches or wear and tear.

4. Submitting full technical documentation of the stand required by the fair organiser (in English) and confirming the design of the stand in the office of the fair organiser.
5. Supervising the implementation of the design of the Polish National Stand, as well as constant technical supervision during operation. The Contractor shall ensure the performance of all devices included in the equipment of the stand, as well as undertakes to immediately resolve any issues and problems occurring during the fair – technical service shall be at the spot in under 30 minutes from receiving a call regarding an issue.
6. Transport, assembly and disassembly of the Polish National Stand in compliance with the requirements of the fair organisers as well as removing all elements of the design of the stand after the end of the fair. The requirement for implementing the design of the stand by the Contractor is the approval of the final version of the project by the Contracting authority not later than 10 days before the start of the fair.
7. Everyday cleaning of the Polish National Stand, after it being closed for visitors (organisers will provide the service of cleaning the open areas of the stand – floor).
8. Supplying the stand with the following devices and products: water dispenser with cooling and heating function along with 19 L bottles (maximum 3 bottles for the whole fair duration), small coffee machine with max. 100 coffee and max. 100 milk capsules, 100 disposable plastic cups for beverages, snacks – various little cookies (maximum 1 kg), dried fruit, nuts and salty snacks (maximum 2 kg), plastic bowls and plates for serving snacks (various sizes (maximum 6 pcs), napkins (maximum 2 boxes), cleaning wipes (1 box).

Additional information regarding the subject matter of the Agreement:

1. Polish Tourism Organisation is the organiser of the Polish National Stand.
2. ATM fair is held 19-22 April 2020.
3. Booking and paying the charge for the exhibition area of the Polish Stand as well as any fees associated with the media provided to the stand are Contracting authority's responsibility.

Appendices to the description of the subject matter of the Agreement are:

1. The plan of the exhibition hall with the Polish National Stand area marked.
2. The project required for implementing the design of the Polish National Stand.



**Appendix No. 2 to the TOR**

**The Contracting authority:  
Polish Tourism Organisation  
ul. 8 Chalubinskiego  
00-613 Warsaw**

**Tender offer**

The name and the address of the entity submitting offer:

.....

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

Address for correspondence, to which the Contracting authority shall send any mail:

.....

Person designated as a contact with the Contracting authority:

.....

Phone: .....

Fax: .....

email.....

In response to the open tender announcement we submit this offer regarding **Creating a design of the Polish National Stand and implementing the design at the ATM 2020 in Dubai, case No. 1/2020/MW**

1. Net offer price.....USD

(In words: .....

VAT amount .... %, VAT value .....USD

Gross offer price.....USD

(In words: .....

The Contractor is obliged to attach an initial design project of the stand to the offer.

2. For the implementation design and arrangement of the stand we declare to use: ..... (specify the materials which will be used).

3. I/we declare, that:

1) the subject matter of the Agreement shall be performed in the period specified in the TOR;

- 2) I/we became acquainted with the terms and requirements provided by the Contracting authority in the TOR, especially in the Description of the subject matter of the Agreement, accept them and do not raise any objection;
- 3) I/we obtained all information necessary to prepare and perform the Agreement;
- 4) I/we accept the provisions of the Agreement and agree to enter into the Agreement without raising any objection and exclusions on its basis;
- 5) I/we are bound by this offer for 30 days from the time limit of submitting offers;
- 6) we are registered in ....., current registration document can be obtained at.....
- 7) fulfilled our obligations specified in the article 13 or article 14 of the GDPR in relation to natural persons, whose data was directly or indirectly obtained for the award of public procurement order.
- 8) The part of the Agreement which we shall delegate to subcontractor/s consists of (if applicable):.....  
.....

4. The offer was submitted on ..... pages.

5. The appendices constituting this Agreement's integral part:

- 1) .....,
- 2) .....,
- 3) .....,
- 4) .....,

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

**Appendix No. 3 to the TOR**

The Contractor's Stamp

**Polish Tourism Organisation**  
**8 Chalubinskiego**  
**00-613 Warsaw**

**DECLARATION**

By joining the procurement procedure conducted as an open tender for *Creating a design of the Polish National Stand and implementing the design at the ATM 2020 in Dubai* case No. 1/2020/MW, on behalf of the Contractor I/We submit as follows:

**Part I: INFORMATION ABOUT THE CONTRACTOR**  
**A: Information about the Contractor**

<b><i>Identification:</i></b>	<b><i>Answer:</i></b>
Name:	[ ...]
Postal address:	[.....]
Person designated as a contact <sup>3</sup> : Phone: Email:	[.....] [.....] [.....]
Is the Contractor <sup>4</sup> : - a small enterprise? - a medium-sized enterprise?	<input type="checkbox"/> Yes <input type="checkbox"/> No <sup>5</sup> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b><i>The form of participation:</i></b>	<b><i>Answer:</i></b>

<sup>3</sup> Information regarding the persons designated as contacts shall be repeated as many times as necessary.

<sup>4</sup> Cf. 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 whose annual turnover or the annual balance does not exceed 2 mln EUR.

Small enterprise: an enterprise employing less than 50 people and whose annual turnover or the annual balance does not exceed 10 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

<sup>5</sup> Choose appropriately.

Is the Contractor taking part in the procedure of public procurement award together with other Contractors (consortium)? <sup>6</sup>	<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): [.....]  b): [.....]

**B: Information regarding Contractor's representatives<sup>7</sup>**

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

**C: Information regarding reliance on resources on other entities**

<b><i>Presenting conditions referring to resources of other entities:</i></b>	<b><i>Answer:</i></b>
Is the Contractor relying on resources of other entities in order to demonstrate meeting conditions of participation in the procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, <sup>8</sup> provide: a) The name of the entity whose resources the Contractor relies upon b) the conditions which the Contractor indicates relying on the resources of another entity. c) postal address:	a) [ ....]  b) [ ....]  c) [ ....]
<b>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.</b>	

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

<sup>6</sup> If YES has been chosen, each of the Contractors applying for the procurement award submits the declaration separately.

<sup>7</sup>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.

<sup>8</sup> Provide appropriate information as many times as necessary, depending on the amount of other entities referred to.

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

**Part II: BASIS FOR EXCLUSION**

**A: Information about the absence of the 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 subclause 13-22 of the PPLA, and which could result in an exclusion from the procedure.<sup>9</sup>
  
2. I declare that, regarding the declaration specified in the Part 1, section C of the hereafter declaration about the entity/ies:  
 .....  
 .....  
 for those entities whose resources Contractor indicates relying on in order to meet the conditions of participation in this procedure there are no circumstances indicated in the article 24, paragraph 1, subclauses 13–22 of the PPLA.<sup>10</sup>

**B: Information about the circumstances specified in the article 24, paragraph 1 of the PPLA.<sup>11</sup>**

I hereby declare that there is towards me/this entity:<sup>12</sup>

.....  
 .....  
 a basis for the exclusion from the procedure, on the basis of the article 24, paragraph ..... of the PPLA<sup>13</sup>.

At the same time I declare that, on the basis 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:

.....  
 .....

The Contractor can cross out this point if there is some apparent basis for excluding him, and if he submits an appropriate declaration regarding this matter in what follows.

<sup>10</sup>The Contractor can cross out this point if he himself indicates meeting 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 what follows.

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

<sup>12</sup> Cross out where inapplicable.

<sup>13</sup> The Contractor shall indicate the applicable basis for the exclusion from the procedure.



**Part III: CONDITIONS FOR PARTICIPATION IN THE PROCEDURE**

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

**Part IV: FINAL PROVISIONS**

*The undersigned hereby declare that the information provided in the above Parts I-III are accurate, correct and presented with 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 possesses proper documentation.*

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

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

## **Appendix No. 4 to the TOR**

### **Provisions of the Agreement**

The Contractor hereby declares that he is duly authorised to sign and submit declaration of will on behalf of the Party he represents and legal effects on it and that authority has not expired, or has not been limited before or on the date of signing this Agreement, and that he has obtained all necessary and legally required consents of corporate bodies to conclude this Agreement.

The Agreement shall be concluded on the basis of the article 39 of the Public Procurement Law of January 29 2004, after the procedure of granting an open tender.

#### **§ 1**

The subject matter of the Agreement is creating a design of the 40 square metres Polish National Stand and implementing the design of the stand (hereinafter referred to as: "Stand") at the ATM 2020 in Dubai.  
ATM fair is held on 19-22 April 2020.

#### **§ 2**

1. For the performance of the subject matter of the Agreement, the Contractor undertakes to:
  - a. create an architectural-graphic project of the Stand,
  - b. create all elements of the Stand,
  - c. transport all elements of the Stand to the fair area,
  - d. assembly and disassembly the Stand at the fair area,
  - e. technically supervise the Stand during the fair,
  - f. supply the stand with groceries.
2. Detailed scope of the services provided due to the subject matter of the Agreement is specified in the detailed description of the subject matter of the Agreement, constituting Appendix No. 1 to this Agreement.
3. Detailed project design of the Polish National Stand constitutes Appendix No. 2 to this Agreement.
4. The Contractor undertakes to perform the subject matter of the Agreement in compliance with the project confirmed by the Contracting authority.
5. The Contractor is obliged to create detailed technical drawings of the Stand in close cooperation with the Contracting authority, necessary to be approved by the fair

organisers (if such are required) and to acquire all necessary consents from the fair organiser.

- 6 The Contractor undertakes to perform the subject matter of the Agreement without violating third party rights.
7. The Contractor is obliged to abide by the rules of the fair organisers during the assembly.

### § 3

1. Collection of the assembly work and transferring the Stand for usage by the Contracting authority shall be done on 18 April 2020 at 15:00, on the basis of the acceptance protocol signed by the representatives of each Parties.
2. The Contractor is responsible for timely performance of the subject matter of the Agreement.
3. For performing the subject matter of the Agreement, the Contractor is entitled to gross remuneration: USD (in words.....), which, at the day of signing into the Agreement, is equal to PLN ..... (in words: .....) in accordance with the average exchange rates declared by NBP, Table No. .... from .....
4. The above-mentioned remuneration includes total and maximum remuneration provided to the Contractor for performing the subject matter of the Agreement.
5. The remuneration specified in the paragraph 3 shall be payable after the representatives of each of the Parties sign the protocol mentioned in the paragraph 1, after the proper performance of the Agreement, on the basis of the invoice issued by the Contractor after the fair.
6. In the case of not implementing the design of the Stand in compliance with the Appendix No. 1 and Appendix No. 2, the Contracting authority may withdraw from the Agreement, without providing an additional deadline. In such case, the Contracting authority shall not cover the costs of performing the Agreement incurred by the Contractor.
7. In the case of inappropriate performance of the responsibilities arising from the Agreement, the Contracting authority shall have the right to demand from the Contractor a payment of a contractual penalty in the amount of 20% of the remuneration specified in § 3 paragraph 3 of this Agreement, charged individually for every case of inappropriate performance of the Agreement responsibilities by the Contractor.
8. In the case of not implementing the design of the Stand specified in the paragraph 6 above, due to Contractor's own reasons, the Contracting authority, other than having the right to withdraw from the Agreement, shall have the right to demand from the Contractor a payment of a contractual penalty in the amount of 70% of the remuneration specified in § 3 paragraph 3 of the Agreement.

9. In the event of the Contracting authority incurring damages exceeding the amount of specified contractual penalties, the Contracting authority shall have the right to claim additional compensation in accordance with general principles.
10. In the event of finding repairable flaws in the design of the Stand, the Contracting authority shall have the right to demand their immediate removal.
11. In the event of finding unrepairable flaws, the Contracting authority shall have the right to lower the remuneration or withdraw from the Agreement.
12. The Contractor hereby declares that the indicated bank account is an account on the electronic list of entities kept from September 1, 2019 by the Head of the National Tax Administration, in accordance with art. 96b of the Act on tax on goods and services (hereinafter: the List); this provision shall apply to other lists that will replace the List and will include the goods and services tax payer's bank accounts<sup>14</sup>.
13. If the Contractor indicates on the invoice a bank account not disclosed in the List, the Contracting Authority shall be entitled to withhold payment until the Contractor indicates, for payment purposes, the bank account disclosed in the List. In this case, the delay in making the payment within the deadline specified in the Agreement, resulting from the Contracting Authority's inability to make payments to the account included in the List, does not constitute a basis for the Contractor to request any interest from the Contracting Authority, as well as other compensation / claims / claims making late payments<sup>15</sup>.

#### § 4

1. The Contractor, on the day of providing the Contracting authority with a design project of the Stand, grants the Contracting authority, as part of the remuneration specified in § 3 paragraph 3 of the Agreement, an exclusive license for the design project of the Stand (hereinafter referred to as "Project"), on the following fields of use:
  - a) copying and multiplying the Project (including entering into computer's memory or any other device), manufacturing Project quantities using any technologies, including printing, reprographics, digital, mechanical, optical, electronic or any other recording using analogue or digital technology, in any system standard or in any form; on any media, including audio and video, paper or similar, photosensitive, digital, optical, discs, memory sticks, computer drives and any other memory drives.
  - b) any trading of the original and the copies of the Project – placing on the market, leasing, rental or conveying to use on the basis of another legal relationship.

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<sup>14</sup> this paragraph applies only if the Contractor is an active VAT taxable person in Poland.

<sup>15</sup> this paragraph applies only if the Contractor is an active VAT taxable person in Poland.

- c) any other distribution of the Project, especially:
    - a. any public broadcasting of the Project in such a manner that anyone could be able to access it in the space and time selected, including through the terrestrial and satellite networks, cable, telecommunications and multimedia networks, databases, servers or any other devices and systems, including the ones provided by third parties', in open and closed circulation, in any technology, system or format, with or without the possibility of recording, as well as in the services specified in subclause a),
    - b. any public playback, displaying, performing or showcasing of the Project.
  - d) In the area of inserting the Project into the memory of a computer and information networks (the Internet).
2. Along with granting the license, the Contractor provides the Contracting authority with copyrights and related rights, including merging the Project with other projects and works. The sides at the same time confirm that the copyrights regarding any modifications, adaptations and amendments of the Project (including the right to use and dispose) shall be exclusive to the Contracting authority, in accordance with the extent specified above in the paragraph 1.
  3. The Contractor declares and warrants his right to intellectual property rights to the extent necessary for performing the obligations specified in the Agreement and that the Contracting authority's usage of the Project shall not infringe, in any way, applicable legal provisions, third party rights, including personal assets of any persons, legislation regarding unfair competition and prohibited rentals; additionally, there are no other circumstances that could force the Contracting authority to be responsible for infringing third party rights due to the usage of these materials and Works created with them.
  4. In the event of any claimants accusing the Contracting authority of copyrights infringement or infringement of any other above-mentioned rights, the Contractor shall provide any documents necessary to demonstrate the rights and confirm no infringement of third party rights, and, in the case of an infringement, shall commit to covering the costs related to redress by third parties, including awarded amounts, damages and legal expenses, in a period of up to 14 days from the day the Contractor receives a call for payment.
  5. The Parties confirm that any copyrights and rights acquired by the Contracting authority on the basis of this Agreement and due to being granted the exclusive license may be transferred to any third party designated by the Contracting authority; additionally, the Contracting authority may grant a license, sub-license or authorise a third party to perform it on their behalf.
  6. Along with granting a non-exclusive Project license, the Contractor – under the remuneration specified in § 3 paragraph 3 of the Agreement – transfers to the Licensee the ownership right of the media on which the Project or its parts were fixed.

7. Granting an exclusive license, specified in this paragraph, shall be conferred for an indeterminate period of time and unrestrained in terms of place.

§ 5

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 the individuals specified as contact persons in the performance of this Agreement mentioned in § 9 are processed by the Polish Tourism Organisation, with headquarters in Warsaw, 8 Chalubinskiego (00-613), which acts as a data controller,
- 2) Polish Tourism Organisation's Data Protection Officer can be contacted either:
  - a) by email: [dpo@pot.gov.pl](mailto:dpo@pot.gov.pl) or
  - b) by writing to the data controller's address: Polish Tourism Organisation, 8 Chalubinskiego, 19th floor, 00-613, Warsaw.
- 3) the personal data of the individuals mentioned in the subclause 1) is processed according to the article 6, paragraph 1 points b) and c) of GDPR, necessary for the performance of this Agreement,
- 4) personal data shall not be made available to entities other than the ones specified in the legislation,
- 5) personal data shall not be transferred to any third country or international organisation,
- 6) personal data shall not be processed by automated means and shall not be used for profiling,
- 7) personal data specified in the subclause 1) shall be stored for the duration of the Agreement and for the period after the end of the Agreement in the scope defined by the applicable law,
- 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 Agreement,
- 9) individuals mentioned in the subclause 1) shall have the right to:
  - a) access their personal data, on the basis of the article 15 of the GDPR,
  - b) amend their personal data, on the basis of the article 16 of the GDPR,

- c) request from the data controller to limit the processing of personal data, on the basis of the article, 18 of the GDPR, subject to the cases specified in the article 18 paragraph 2 GDPR.

10) individuals mentioned in the subclause 1) shall not have the right to:

- a) erase personal data, in accordance with the article 17 paragraph 3 points b), d) and e) of GDPR,
- b) transmit personal data specified in the article 20 of the GDPR,
- c) object to personal data processing specified in the article 21 GDPR, since the legal basis for such processing is the article 6, paragraph 1 point c) of the 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. The address of the supervisory authority: President of the Personal Data Protection Office, 2 Stawki, 00-193 Warsaw, phone 22 5310300, fax. 22 5310300, kancelaria@uodo.gov.pl.

## § 6

1. The Contracting authority shall have the right to withdraw from the Agreement in the change of circumstances, such as the performance of the Agreement would be no longer in the public interest, which could not be anticipated at the time of entering into the Agreement, or in the case when the further performance of the Agreement may threaten the security of the country or public safety. The Contracting authority can withdraw from the Agreement through a written statement provided to the Contractor within 30 days from receiving information about such circumstances.
2. Under the circumstances specified in the paragraph 1 of the above-mentioned article, the Contractor shall have the right to demand remuneration due for the work performed under the subject matter of the Agreement.

## § 7

The Contracting authority shall not permit the assignment of accounts receivable stemming from the performance of the Agreement in regard to third parties.

## § 8

1. Any changes to the Agreement shall be made in writing, otherwise null and void.
2. Any disputes stemming from the performance or the interpretation of the Agreement, the parties shall seek to settle amicably and in the case of failure, the appropriate competent court shall be the court local to the Contracting authority's headquarters.
3. This Agreement is subject to Polish law.

§ 9

1. The Contracting authority designates ..... email: ....., for contacting the Contractor, supervising the performance of this Agreement, making arrangements, confirming the proper performance of the Agreement and signing the acceptance protocol on behalf the Contractor, specified in § 3 paragraph 5 of the Agreement, whereby that person is not entitled to make any declarations of intent on behalf of the Contracting authority.
2. Person responsible for the proper performance of the Agreement and signing the acceptance protocol on behalf the Contractor, specified in § 3 paragraph 5 of the Agreement, shall be: ..... E-mail: .....
3. At the same time, the Parties agree that changing any of the persons specified above does not require any amendments to this Agreement, only an immediate written notification of the other Party regarding the change.

§ 10

1. This agreement is drawn up along with the Appendices in two identical Polish-English copies, one for each Party. In the event of any discrepancies between Polish and English versions the former is conclusive.
2. The Appendices to the Agreement constitute its integral part.

**CONTRACTING AUTHORITY**

**CONTRACTOR**



Appendix No. 5 to the TOR

The Contractor's Stamp

**The list of entities which constitute members in the same capital group /  
information indicating that the Contractor is not a member of a capital group\*.**

\* ATTENTION: cross out the inapplicable

By submitting an offer to the procurement procedure for *Creating a design of the Polish National Stand and implementing the design at the ATM 2020 in Dubai*, no. 1/2020/MW, in order to indicate the absence of basis for exclusion from the procurement on the basis of the article 24, paragraph 1, subclause 23 of the PPLA:

- a. I indicate that we are not members of any capital group within the meaning of the Act on Competition and Consumer Protection of 16 February 2007 (Journal of Laws from 2018, item 798, as amended).
  
- a. 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 2018, item 798, as amended) with any of the entities taking part in the procedure.
  
- b. 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 2018, item 798, as amended).

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

.....  
.....

In connection to the fact that I am a member of a capital group, and the Contractors which belong to the same capital group within the meaning of the Act on Competition and Consumer Protection of 16 February 2007 (Journal of Laws from 2018, item 798), submitted their own, distinct offers, I below declare, that the relations between us shall not interfere with the public procurement procedure:

.....  
.....

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 \_\_\_\_\_ 2019.

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

**Appendix No. 6 to the TOR**

**LIST OF SERVICES**

No.	The name and the address of the recipient of the contract	The date of the performance of services (dd/mm/yyyy - dd/mm/yyyy )	Subject matter - the name and a short description of the service	Useful area of the stand	Type of the experience (own, subcontractor's, another entity's)
<p>In the last 3 years before the deadline of submitting offers, or, if conducting business for a shorter period - in that period - properly performed at least 3 (in words: three) services that involved implementing design at stands of at least 40 square metres area each, performed under separate agreements.</p>					
1.		from ..... to .....			
2		from ..... to .....			
3		from..... to .....			

**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, name, surname and signature of  
 the authorised representative of the  
 Contractor)